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.

July 7, 2010

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION –
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE EMPLOYEE OF THE YEAR
7. RECOGNITION OF FLASH FLOOD AWARENESS MONTH
8. RECOGNITION OF PARKS AND RECREATION MONTH

DRAFT

BUSINESS ITEMS - MORNING

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

10. Approval of the Final Minutes by reference of the regular City Council meeting of June 2, 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

11. Approval of the First Amendment To Exclusive Negotiation Agreement between City Parkway V, Inc., and Cleveland Clinic Foundation to undertake due diligence to determine the feasibility of developing and operating a medical facility on parcels A2, B, J and K at Symphony Park located at 100 South Grand Central Parkway (APNs 139-33-610-027, 025 and 139-34-211-002) - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

12. Approval to allocate $500,000 of undesignated Ward 1 Residential Construction Tax (RCT) funding to Rose Warren School located at 6451 Brandywine Way ($300,000) and Doris Hancock School located at 1661 Lindell Road ($200,000) - (Park and Leisure Activities Capitol Project Fund) - Ward 1 (Tarkanian)

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

14. Approval of a Special Event Alcoholic Beverage License for House of Vino, LLC, Location: 8053 North Durango Drive, Suite 160, Dates: July 10, August 7, 21, and September 4, 2010, Type: Special Event Beer/Wine, Event: Beer/Wine Tasting, Responsible Person in Charge: Matt Ricciardella - Ward 6 (Ross)

15. Approval of a Special Event Alcoholic Beverage License for Wolcoff Enterprise, Inc., Location: Luca's Cafe & Deli, 231 South 3rd Street, Suite 110, Date: July 9, 2010, Type: Special Event Beer/Wine, Event: Argentina's Independence Day Celebration, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

16. Approval of an extension of a Temporary Package License for a Change of Business Name and a Change of Ownership, From: Thrower & Thrower, dba Throwers Liquor, To: FATA Business Group, LLC, dba FATA Liquor & More, 2187 North Decatur Boulevard, Suite 130, Etsegenet Alemu, Managing Mmbr, 100% - Ward 5 (Barlow)

17. Approval of an extension of a Temporary Auctioneer License, Larry Latham Auctioneers of Nevada, Inc., dba Larry Latham Auctioneers of Nevada, Inc., 1903 South Jones Boulevard, Suite 100, Larry Latham, Sole Principal, 100% - Ward 1 (Tarkanian)

18. Approval of an extension of a Temporary Hypnotherapy License, Barry Newman, LLC, dba Barry Newman, LLC, 2921 North Tenaya Way, Suite 218, Barry Newman, Mgr, 50% and Anne Newman, Mgr, 50% - Ward 4 (Anthony)

19. Approval of a new Massage Establishment License, Align Chiropractic, dba Align Chiropractic, 6441 North Durango Drive, Suite 130, Keith Quisberg, Pres, Treas, Dir, 50% and Ryan Kissling, Secy, Dir, 50% - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing chiropractic office - Align Chiropractic]

20. Approval of an extension of a Temporary Massage Establishment License, Rivka Hershcovicz, dba Rivi Salon, 9410 West Sahara Avenue, Suite 140, Rivka Hershcovicz, Owner 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing beauty salon - Rivi Salon]

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FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

21. Approval of award of Modification No. 2 to Bid No. 07.1730.05-LED, Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. ($1,375,440.04 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

22. Approval of award of Bid No. 09.15341.11-TF, Sandhill Owens Park and Trailhead located at 1295 North Sandhill Road and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: PEEK CONSTRUCTION COMPANY ($3,147,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)

23. Approval of award of Modification No. 4 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project located at the Las Vegas Museum of Organized Crime and Law Enforcement, 300 Stewart Avenue - Office of Business Development - Award recommended to: WESTLAKE REED LESKOSKY ($150,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

24. Approval of award of Bid No. 09.15341.26-TF, Las Vegas Museum of Organized Crime and Law Enforcement Exhibit Fabrication located at 300 Stewart Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: HARDY CONSTRUCTION, INC. ($7,132,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

25. Approval of award of Use Agreement No. 100074-SK, National IPA City of Fort Worth RFP No. 09-0012, Annual Requirements Contract for Bulk Unleaded Gasoline - Department of Field Operations - Award recommended to: TRUMAN ARNOLD COMPANIES, INC. ($2,000,000 - Automotive Operations Internal Services Fund)

26. Approval of award of Modification No. 3 to Agreement No. 070411-DK, Soil Remediation Services in connection with Symphony Park, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: LAS VEGAS PAVING CORPORATION ($230,000 - General Capital Projects Fund) - Ward 5 (Barlow)

27. Approval of award of Agreement No. 100249-DC, Prime Design Services for Angel Park Detention Basin Expansion, bounded by Vegas Drive on the north, Durango Drive on the east, Venetian Strada on the south and Rampart Boulevard on the west - Department of Public Works - Award recommended to: G.C. WALLACE, INC. (Not-to-Exceed $329,050 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

28. Approval of award of Use Agreement No. 100250-SK, Las Vegas Valley Water District Bid No. 2126-08, Annual Requirements Contract for Bulk, Diesel and Bio-Diesel Fuel - Department of Field Operations - Award recommended to: REBEL OIL COMPANY, INC. ($3,000,000 - Automotive Operations Internal Services Fund)

29. Approval of award of Agreement No. 100195-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: CONVERSE CONSULTANTS ($250,000 - Road and Flood Capital Projects Fund) - All Wards

30. Approval of award of Modification No. 3 to Bid No. 08.15341.04-LED (Revised), Las Vegas Museum Phase 3 - Rehabilitation for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: APCO CONSTRUCTION ($362,258.87 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

FIRE & RESCUE - CONSENT

31. Approval of an Interlocal Agreement between the City of Las Vegas Fire & Rescue Department (LVFR) and the Las Vegas Metropolitan Police Department (LVMPD) to develop a multi-agency, all-hazards and terrorism prevention task force (ARMOR) - All Wards

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NEIGHBORHOOD SERVICES - CONSENT

32. Approval of agreement with the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services for Quality Enhancement Programs and Services to receive $95,000 for the Parents As Learning Support (PALS) Program - All Wards

33. Approval to allocate $92,745 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) funds to Habitat for Humanity (HFH), Las Vegas for the construction of single-family homes to be located at 916, 1012, 1325, 1329 and 1333 Miller Avenue, 1317 Hart Avenue and 1412 Lawry Avenue – Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

34. Approval of an encroachment request from 702 South 6th Street, LLC, owner (6th Street and Garces Avenue) - Ward 3 (Reese)

35. Approval of an encroachment request from 7th Street Properties, LLC, owner (115 N. 7th Street, southeast corner of 7th Street and Ogden Avenue) - Ward 5 (Barlow)

36. Approval of Amendment No. 1 to Highway Agreement No. PR121-09-050 between the City of Las Vegas and the Nevada Department of Transportation to extend the termination date to June 30, 2012 for Intelligent Transportation System improvements on Rancho Drive from Sahara Avenue to Rainbow Boulevard - Wards 1, 5 and 6 (Tarkanian, Barlow and Ross)

37. Approval of First Supplemental Interlocal Contract LAS22P09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to reduce the contract in the amount of $2,328,768 and extend the construction project completion date to September 30, 2011 for the Elkhorn Springs and Buffalo Storm Drain located within Buffalo Drive, between Sunny Springs Lane and Donald Nelson Avenue - Ward 6 (Ross)

38. Approval of Third Supplemental Interlocal Contract LAS22G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the design project completion date to September 30, 2011 for the Elkhorn Springs and Buffalo Storm Drain located within Buffalo Drive, between Sunny Springs Lane and Donald Nelson Avenue - Ward 6 (Ross)

39. Approval of Fifth Supplemental Interlocal Contract LAS10V03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the design project completion date to June 30, 2012 for the Gowan North Channel – Lone Mountain Road (El Capitan Way to the Western Beltway) located within Lone Mountain Road west of El Capitan Way to the 215-Beltway - Ward 4 (Anthony)

40. Approval of Fourth Supplemental Interlocal Contract LAS24B06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the construction project completion date to June 30, 2012 for the Gowan North Channel - Lone Mountain Road (El Capitan Way to the Western Beltway) located within Lone Mountain Road west of El Capitan Way to the 215-Beltway - Ward 4 (Anthony)

41. Approval of Fourth Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the design project completion date to June 24, 2012 for the Alta Parallel System - which is bounded on the west by Rainbow Boulevard, to the north by US-95, on the east by Decatur Boulevard and on the south by Evergreen Avenue - Ward 1 (Tarkanian)

42. Approval of Second Supplemental Interlocal Contract LAS05H08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the construction project completion date to June 24, 2012 for the Alta Parallel System - which is bounded on the west by Rainbow Boulevard, to the north by US-95, on the east by Decatur Boulevard and on the south by Evergreen Avenue - Ward 1 (Tarkanian)

43. Approval of First Supplemental Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase the design contract in the amount of $100,000 for the Angel Park North - Detention Basin project bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($100,000 - CCRFCD) - Wards 2 and 4 (Wolfson and Anthony)

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44. Approval of a Right of Entry Agreement with the Union Pacific Railroad Company to allow removal of certain improvements within the railroad right of way for the proposed UPRR Symphony Park Pedestrian Bridge between Bonneville Avenue and the Lewis Avenue alignment ($2,500 - Nevada Department of Transportation [NDOT] FY 2004 Appropriation Funds) - Ward 3 (Reese) and Ward 5 (Barlow)

45. Approval of a Settlement Agreement between the City of Las Vegas and Hill Clark and Associates, LLC, a limited liability company for Earthwork Quantity related issues on the Desert Nature Preserve project located at Hualapai Way and Alta Drive for the City of Las Vegas to accept a settlement in the amount of $2,500 - Ward 2 (Wolfson)

46. Approval of a Settlement Agreement between the City of Las Vegas and Wiser Construction, Limited-Liability Company for current and future construction issues, disputes and claims as they relate to the Desert Nature Preserve Project ($108,418.93 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 2 (Wolfson)

47. Approval of a Settlement Agreement for the Detention Control Room Expansion Project between the City of Las Vegas and St. George Contracting, Inc., for extended field overhead issues, located at 3300 Stewart Avenue ($43,050 - Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

48. R-50-2010 – Approval of Resolution authorizing the City Manager or a designee to approve and execute certain contracts and other documents relating to the City's purchase and sale of properties under the City's Neighborhood Stabilization Program

49. R-51-2010 - Approval of a Resolution supporting a County Advisory Ballot Question regarding the authority of the State Legislature to take certain actions that impact local governments without the consent of the affected local governing bodies - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

50. Report regarding the progress of the design and creation of a world class Veterans Memorial to be constructed at Huntridge Circle Park which is located at Maryland Parkway and Charleston Boulevard - Ward 3 (Reese)

51. Discussion and possible action regarding a Memorandum of Understanding between City Parkway V, Inc., and The Smith Center for the Performing Arts, a Nevada non-profit corporation, to express a mutual intent to negotiate agreements relating to the donation of parcel M3 at Symphony Park located at 100 South Grand Central Parkway (APN 139-34-211-001) - Ward 5 (Barlow)

PUBLIC WORKS - DISCUSSION

52. Report on the status of the City of Las Vegas Capital Improvement Projects - All Wards

RESOLUTIONS - DISCUSSION

53. R-52-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Garrett Capital, LLC, (Owner) located at 1501 West Sahara Avenue (APNs 162-09-102-008, 162-09-102-009 and 162-09-102-010) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Tarkanian) [NOTE: This item is related to RDA Item 5 (RA-11-2010)]

BOARDS & COMMISSIONS - DISCUSSION

54. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities – Southern Nevada Health District

55. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD - Albert O'Neal, Term Expires 7/7/2010, and Judge Douglas E. Smith, Term Expires 7/19/2010

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RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

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

57. 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

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.

58. Bill No. 2010-26 – Updates the zoning regulations to establish the use "beer/wine/cooler cultural establishment"; redefine the current use relating to private museums and art galleries to allow the sale of art; and amend the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District." (TXT-37811) Sponsored by: Mayor Oscar B. Goodman

59. Bill No. 2010-27 – Adopts the Symphony Park Design Standards Manual and related design documents. (TXT-37746) Sponsored by: Mayor Oscar B. Goodman

60. Bill No. 2010-28 – Adopts the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

61. Bill No. 2010-29 – Adopts the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

62. Bill No. 2010-30 – Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment. Proposed by: Jorge Cervantes, Director of Public Works

CLOSED SESSION

63. 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

64. 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

65. Public hearing on local improvement district for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

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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.

66. EOT-38379 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-28313) FOR A CITY PARK on 3.90 acres at the southeast corner of Marion Drive and Harris Avenue (APN 140-29-801-001), C-V (Civic) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

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

67. SUP-37580 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC. - Request for a Special Use Permit FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 8500 West Cheyenne Avenue (APN 138-08-811-004), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). NOTE: THIS APPLICATION HAS BEEN AMENDED TO REQUEST 79 SQUARE FEET FOR THE ACCESSORY PACKAGE LIQUOR OFF-SALE USE The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

68. SUP-37885 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VANGUARD LOUNGE, LLC - OWNER: A.W. HAM III TRUST - Request for a Special Use Permit FOR A PROPOSED 2,597 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT at 516 Fremont Street (APN 139-34-611-008), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

69. SUP-37904 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: PQ LAS VEGAS, LLC - Request for a Special Use Permit FOR SIX PROPOSED SATELLITE DISHES THAT EXCEED 10 FEET IN DIAMETER AND 12 FEET IN HEIGHT at 495 South Main Street (APN 139-34-201-022), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

70. SUP-37922 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY E. BULLARD REVOCABLE TRUST, ET AL - Request for a Special Use Permit FOR A 10,600 SQUARE-FOOT PRIVATE SCHOOL, PRIMARY at 2750 Lake Sahara Drive (APN 163-08-502-002), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

71. SUP-37937 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP - Request for a Special Use Permit FOR A PROPOSED 1,807 SQUARE-FOOT BAILBOND SERVICE at 800 South 6th Street (APN 139-34-410-194), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

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72. SUP-37939 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ROBERT AND MARY GRACE AMATO - Request for a Special Use Permit FOR A PROPOSED 600 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) at 6825 Emerald Tree Court (APN 125-27-510-021), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

73. SUP-38028 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LUIS CASTILLO - OWNER: D.I. PROPERTIES, INC. - Request for a Special Use Permit FOR A PROPOSED 4,488 SQUARE-FOOT BILLIARD PARLOR OR POOL HALL at 3050 East Bonanza Road, Suite #190 (APN 139-25-405-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

74. SUP-38029 - SPECIAL USE PERMIT RELATED TO SUP-38028 - PUBLIC HEARING - APPLICANT: LUIS CASTILLO - OWNER: D.I. PROPERTIES, INC. - Request for a Special Use Permit FOR A PROPOSED 4,488 SQUARE-FOOT BEER/WINE/COOLER ON-SALE ESTABLISHMENT at 3050 East Bonanza Road, Suite #190 (APN 139-25-405-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

75. VAC-37884 - VACATION - PUBLIC HEARING - APPLICANT: FC VEGAS 39, LLC - OWNER: FC VEGAS 39, LLC, ET AL - Petition to Vacate the east six feet of public right-of-way commonly known as First Street and located between Clark Avenue and Bonneville Avenue, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

76. MOD-30617 - TABLED ITEM – RENOTIFICATION - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Request for a Major Modification to the Lone Mountain West Plan to Amend the Land Use Designation FROM: L (LOW DENSITY RESIDENTIAL) and P (PARK/SCHOOL/RECREATION/OPEN SPACE) TO: PF (PUBLIC FACILITIES) on 5.07 acres located approximately 660 feet east of the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-011 and 137-12-410-003), PD (Planned Development) Zone [L (Low Density Residential) Lone Mountain West Land Use Designation] and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [P (Park/School/Recreation/Open Space) Lone Mountain West Land Use Designation], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

77. ZON-31062 - TABLED ITEM – RENOTIFICATION - REZONING RELATED TO MOD-30617 - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Request for Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 0.08 acres at the southwest corner of Cliff Shadows Parkway and Novat Street (APN 137-12-410-003), Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

78. VAC-30622 – TABLED ITEM – RENOTIFICATION - VACATION RELATED TO MOD-30617, ZON-31062, VAR-30620 AND VAR-31394 - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Petition to Vacate U.S. Government Patent Easements generally located approximately 63 feet southwest of the intersection of Cliff Shadows Parkway and Novat Street, Ward 4 (Anthony). NOTE: RELATED VAR-30620 IS NO LONGER REQUIRED AND VAR-31394 IS REPLACED BY VAR-37943 The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

79. VAR-37943 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Request for a Variance TO ALLOW 119 PARKING SPACES WHERE 338 ARE REQUIRED on 4.99 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-011), PD (Planned Development) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

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80. SDR-37942 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-37943 - PUBLIC HEARING - APPLICANT: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. AND USA - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 35-FOOT HIGH, 66,192 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF THE LONE MOUNTAIN WEST WALL AND LANDSCAPE STANDARDS TO ALLOW RETAINING WALLS UP TO 16 FEET IN HEIGHT AND ZERO-FOOT LANDSCAPE BUFFERS ALONG PORTIONS OF THE NORTH, SOUTH, EAST AND WEST PERIMETERS on 9.12 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-001, 011, 040 and 137-12-410-003), PD (Planned Development) Zone, U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation], and C-V (Civic) Zone [PROPOSED: PD (Planned Development) and C-V (Civic)], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

81. SDR-37363 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LIED FOUNDATION TRUST – Council Review of a request for a Major Amendment to an approved Site Development Plan Review TO ALLOW ZERO-FOOT LANDSCAPE BUFFERS AND NO PLANTING MATERIALS ALONG THE NORTH AND EAST PERIMETERS WHERE THREE AND FOUR FEET WERE PREVIOUSLY APPROVED, RESPECTIVELY on 2.81 acres at 3901 West Charleston Boulevard (APN 162-06-502-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

82. GPA-36593 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Historic Properties Preservation Plan Element and revise the 2020 Master Plan. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

83. GPA-37567 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

84. ZON-37568 - REZONING RELATED TO GPA-37567 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

85. VAR-37570 - VARIANCE RELATED TO GPA-37567 AND ZON-37568 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW FOUR PARKING SPACES WHERE SEVEN SPACES ARE REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

86. VAR-37976 - VARIANCE RELATED TO GPA-37567, ZON-37568 AND VAR-37570 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW A FOUR-FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A FIVE-FOOT SETBACK on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

87. SDR-37569 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37567, ZON-37568, VAR-37570 AND VAR-37976 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 1,890 SQUARE-FOOT RESIDENCE TO AN OFFICE AND WAIVERS OF PERIMETER LANDSCAPE STANDARDS TO ALLOW ZERO-FOOT BUFFERS ALONG THE SOUTH AND EAST PERIMETERS WHERE 15 FEET IS REQUIRED AND ZERO-FOOT BUFFERS ALONG THE NORTH AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

88. ZON-37634 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: JALALA, LLC - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.23 acres at 630 South 11th Street (APN 139-34-811-009), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

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89. ZON-37852 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 7.45 acres at 931 Franklin Avenue (APN 162-03-604-005), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

90. ZON-37853 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 9.50 acres at 1200 Mallard Street (APN 138-25-201-001), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

91. ZON-37854 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 36.28 acres at 4601 West Bonanza Road (APN 139-30-401-001), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

92. VAR-37831 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SANDRA LIPPINCOTT - Request for a Variance TO ALLOW AN EXISTING 316 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED on 0.46 acres at 6791 Sierra Trail (APN 163-02-311-006), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

93. VAR-37837 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CRAIG 95, LLC - Appeal filed from the denial by the Planning Commission of a request for a Variance TO INCREASE THE HEIGHT OF AN EXISTING 14-FOOT BY 48-FOOT OFF-PREMISE SIGN TO 47 FEET WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED on 3.52 acres at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend DENIAL.

94. VAR-38096 - VARIANCE RELATED TO SUP-37665 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

95. SUP-37665 - SPECIAL USE PERMIT RELATED TO VAR-38096 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Special Use Permit TO ADD A PROPOSED 608 SQUARE-FOOT MASSAGE ESTABLISHMENT WITHIN AN EXISTING 2,450 SQUARE-FOOT BEAUTY SALON WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A SYNAGOGUE AND A RESIDENTIAL ZONE WHERE 400 FEET IS REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

96. SUP-37871 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHRONIC TACOS - OWNER: TRAILS VILLAGE CENTER COMPANY - Request for a Special Use Permit FOR A PROPOSED 3,728 SQUARE-FOOT SUPPER CLUB at 1910 Village Center Circle, Suites #1 & #2 (APN 138-19-719-006), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

97. SUP-37892 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PAITAKA P. AND TASEY MIYAHIRA - Request for a Special Use Permit FOR A 3,508 SQUARE-FOOT GROUP RESIDENTIAL CARE FACILITY (10 SENIOR CITIZENS) WITH A WAIVER TO ALLOW A 1,481-FOOT DISTANCE SEPARATION FROM ANOTHER GROUP RESIDENTIAL CARE FACILITY WHERE 1,500 FEET IS THE MINIMUM REQUIRED at 6640 West Cheyenne Avenue (APN 138-11-406-012), R-E (Residence Estates) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

98. SUP-37905 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC. - Request for a Special Use Permit FOR 22 RESIDENCE HOTEL UNITS WITHIN AN EXISTING 68-UNIT MOTEL at 1028 Fremont Street (APNs 139-35-211-025 and 026), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

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99. SUP-37951 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SAVERS STORE/TVI - OWNER: WEC 97K-36 INVESTMENT TRUST - Request for a Special Use Permit FOR A 29,950 SQUARE-FOOT THRIFTSHOP at 8530 West Lake Mead Boulevard (APN 138-20-611-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-1-1 vote) and Staff recommend APPROVAL.

100. ROC-38247 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: 7-ELEVEN - OWNER: 7785 NORTH DURANGO, LLC - Request for a Review of Condition to delete Condition Number 3 of a previously approved Special Use Permit (SUP-21913), WHICH STATED THAT THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED at 7785 North Durango Drive (APN 125-17-611-003), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL.

SET DATE

101. 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

102. 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

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

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

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

SUBJECT:
INVOCATION –

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE YEAR

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF FLASH FLOOD AWARENESS MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF PARKS AND RECREATION MONTH

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of June 2, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
ADMINISTRATIVE:

Approval of the First Amendment To Exclusive Negotiation Agreement between City Parkway V, Inc., and Cleveland Clinic Foundation to undertake due diligence to determine the feasibility of developing and operating a medical facility on parcels A2, B, J and K at Symphony Park located at 100 South Grand Central Parkway (APNs 139-33-610-027, 025 and 139-34-211-002) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On September 16, 2009, the City Council authorized City Parkway V, Inc., to execute an Exclusive Negotiation Agreement with Cleveland Clinic Foundation to study the feasibility of developing a medical care and/or research facility and onsite parking on Parcels A2, B, J and K at Symphony Park. The purpose of this amendment is to extend the timing of the remaining tasks and deliverables by Cleveland Clinic Foundation and the phasing of the development of the project. The extension of time does not extend the expiration date of the Exclusive Negotiation Agreement of November 29, 2010.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. First Amendment to Exclusive Negotiation Agreement
2. Disclosure of Principals

FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS FIRST AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT (this "*Amendment*") is entered into as of the ___ day of July_____, 2010, by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation (hereinafter "*CPV*") and the CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation (hereinafter "*CCF*"), on the terms and provisions set forth below. CPV and CCF may be referred to herein singularly as a "*party*" and collectively as the "*parties*". This Amendment shall be effective on that date (the "*Effective Date*") which the City Council of the City of Las Vegas approves the execution of this Agreement. The parties agree that any capitalized terms in this Amendment that are not defined in this Amendment shall have the same meaning as set forth in the ENA.

WHEREAS:

A. The parties have entered in that certain Exclusive Negotiation Agreement dated September 16, 2009 (the "*ENA*") whereby the parties set forth certain understandings concerning the possible development by CCF of the Project on the Site; and

B. CCF and CPV entered into the ENA in order for CPV and CCF to investigate the feasibility of the development of the Project by CCF and to permit CPV and CCF to negotiate exclusively regarding a DDA between CPV and CCF or its permitted designee; and

C. Subsequent to the execution of the ENA, CCF has acquired control of Keep Memory Alive, a Nevada non-profit corporation ('*KMA*"), which owns title to the Adjacent Parcel and the Brain Center; and

D. The parties have entered into that certain Parking Lease Agreement dated _____, 2010 (the "*Parking Lease*") whereby CPV leases to CCF Parcel A-2 for parking related to the operation of the Lou Ruvo Brain Center; and

E. During the term of the Parking Lease KMA and CCF both release CPV from any and all obligations of CPV under that certain Development Declaration, Parking Agreement and Right of First Refusal dated May 2, 2007, as amended between KMA and CPV (the "*Declaration*") to provide parking to KMA.

F. As part of the due diligence efforts of CCF under the ENA, the Parties will seek to agree on a permanent solution for the parking requirements of Brain Center.

G. CCF has submitted an overall conceptual program of development of the Project for the Site and Developer's planned operations for the Site which has been approved by CPV; and

H. As a result of the due diligence efforts of CCF and the negotiations of the parties in connection with such efforts, the parties mutually desire to enter into this Amendment to amend the ENA to set forth their mutual agreements as to the timing of the remaining tasks and deliverables by CCF under the ENA and the phasing of the development of the Project.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Effect of Amendment. Except as expressly set forth in this Amendment, the ENA remains in full force and effect in all respects. In the event of any conflict between the terms of this Amendment and the ENA, this Amendment shall govern and control.

2. Project Phasing. CCF has submitted an overall conceptual program of development of the Project for the Site and CCF's planned operations for the Site which has been approved by CPV. As part of CCF's due diligence efforts pursuant to the ENA, the parties have determined that it is in the best interests of each party for CCF to develop the Project in phases. In connection therewith, the parties have agreed in concept that CCF's intended development on Parcel J will be the first phase of development of the Project and the remainder of the Site to be acquired will be developed in phases as agreed and set forth in the DDA. In order to reflect the parties' agreement as to the phasing of development of the Project, the parties agree that the Task Schedule set forth in Section 4(a) of the ENA is hereby deleted in its entirety and the following substituted in lieu thereof:

Deliverable	Date
(i) CCF shall submit an overall program of development of the Project for the Site and CCF's planned operations for the Site.	Completed and approved by CPV.
(ii) A conceptual master site plan for all parcels in the entire Project showing building footprints, parking requirements and configuration, ingress and egress and traffic flow solutions, and the conceptual renderings of the buildings .	8/31/2010
(iii) CCF shall complete its environmental due diligence with respect to all the parcels in the entire Site and provide CPV with a written and final report on remediation.	6/30/2010
(iv) CCF to submit a Site specific risk assessment and estimated cost of remediation for Parcel J.	7/31/2010

(v) CCF shall submit to CPV and the Symphony Park Design Review Committee a block plan for the Parcel J only, including the medical development and the parking for Parcel J. (see Design Review Submission requirements).	6/30/10
(vi) The parties and KMA shall reach agreement on an amendment to the Declaration addressing the overall parking rights and obligations of CPV, KMA and CCF relating to the parking requirements for the Brain Clinic.	7/30/10
(vii) Submission of a preliminary development timeline for the development and construction of Parcel J and the balance of the Project.	8/31/2010 as to Parcel J- 11/30/10 as to the balance of the Project
(viii) Submission to CPV for CPV's approval a phasing plan for development and acquisition of the Site and the remaining development of the Project after the acquisition and development of Parcel J.	10/31/10
(ix) Submission to CPV for approval of an economic impact report of the estimated jobs to be created by the Project	8/31/10 as to Parcel J- 11/30/10 as to the balance of the Project
(x) CCF shall submit to Newland for review on behalf of CPV, CCF's plan for the financing of the development and operation of that portion of the Project to be developed on Parcel J, including all third party loans and any sources of equity and partners.	8/31/2010
(xi) Disclosure of control, ownership and developer partnership if entering into a joint venture (if any) for development of Parcel J.	8/31/2010
(xii) CCF shall re-submit to the Symphony Park Design Review Committee the block plan for the Parcel J incorporating the comments and revisions required by the Symphony Park Design Review Committee and also submit for review by the Symphony Park Design Review Committee a Design Development package for Parcel J necessary to apply to the City of Las Vegas Planning Commission for a Site Development Plan review.	8/31/2010
(xiii) CCF shall meet with the City of Las Vegas Planning Department to apply for a Site Development Plan review of Parcel J for consideration by Las Vegas Planning	10/1/2010

Commission and Las Vegas City Council.	
(xiv) Submission by the Parties to City Clerk of the agreed upon DDA and related documents for review and approval by the Council and the Redevelopment Agency.	1/31/11

3. Parking. The Parties have entered into the Parking Lease in order (i) to permit KMA to have temporary parking on Parcel A-2 and, during the term thereof, to release CPV from any and all obligations under the Declaration, as amended, to provide parking to KMA and (iii) and to satisfy CCF's obligation to provide parking to KMA. The Parties agree that during the term thereof, the Parking Lease fully satisfies CCF's obligation to provide a parking agreement between CCF and KMA and fully satisfies CPV's obligations to provide parking under the Declaration, as amended.

4. Extension of Term. The Parties hereby agree that the expiration date of the Term is extended to February 28, 2010.

5. Headings; Exhibits; Cross References. The headings and captions used in this Amendment are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Amendment. All exhibits attached to this Amendment and the Recitals at the front of this Amendment are incorporated herein by the references thereto contained herein. All references in this Amendment to Articles, Sections and exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

6. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Amendment shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Amendment shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

7. Counterpart Signatures; Facsimile Transmission. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Amendment may be accomplished by facsimile transmission of this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

8. Entire Agreement. This Amendment, the ENA and the Exhibits attached hereto are intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Amendment supersedes any and all prior understandings between the parties,

whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date set forth beneath their respective signatures below.

CPV

CITY PARKWAY V, INC, a Nevada corporation

By_____
President

ATTEST:

_____

_____, Title

APPROVED AS TO FORM:

_____

Date: 6-21-10

CCF

CLEVELAND CLINIC FOUNDATION, an Ohio non-profit corporation

By: _____
William M. Peacock, III
Chief of Operations

Execution Date:

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**
Cleveland Clinic Foundation
Name 9500 Euclid Ave.– attn: William Peacock (H18)
Address **Cleveland, Ohio 44195**
Telephone **216.444.2380**
EIN or DUNS **34-0714585**

Block 2 **Description**
Subject Matter of Contract/Agreement
Exclusive Negotiating Agreement – Real Estate
RFP#

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company x☐ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Delos T. Cosgrove, M.D. President, CEO and Director, Chair, Board of Governors	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
2.	Steven C. Glass Chief Financial Officer, Treasurer	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
3.	William E. Peacock Chief of Operations	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
4.	Dave Rowan Chief Legal Officer, Chief Governance Officer, Secretary	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
5.	Michael Modic, M.D. Chief Emerging Business Officer	9500 Euclid Avenue (T13) Cleveland, Ohio 44195	216.444.9308
6.	Joseph Hahn, M.D., Vice Chair, Board of Governors, Chief of Staff and Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
7.	Michael Harrington Chief Accounting Officer, Controller	9500 Euclid Avenue (JJ19) Cleveland, Ohio 44195	216.444.0634
8.	A. Malachi Mixon, III Chairman, Board of Directors	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
9.	Samuel H. Miller, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
10.	Stephen R. Hardis, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
11.	Paul E. DiCorleto, Chairman of the Research Institute	9500 Euclid Avenue (NB21) Cleveland, Ohio 44195	216.444.5849
12.	Jan Murray, Assistant Secretary	3050 Science Park Drive (AC321) Beachwood, Ohio 44122	216.448-0205
13.	Linda McHugh, Assistant Secretary	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000

14.	Michael J. Meehan, Recording Secretary	3050 Science Park Drive (AC321) Beachwood, Ohio 44122	216.448.0167
15.	Thomas A. Commes, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
16.	Patrick F. McCartan, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
17.	Bill R. Sanford, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
18.	Joseph M. Scaminace, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
19.	David J. Hessler, Esq., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
20.	William E. MacDonald, III, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
21.	Morry Weiss, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
22.	Ronald J. Ross, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
23.	Patrick Auletta, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
24.	Umberto P. Fedeli, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
25.	Robert J. Tomsich, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
26.	John W. Kemper, Sr., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
27.	Robert E. Rich, Jr., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
28.	Norma Lerner, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
29.	Beth Mooney, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
30.	Amb. William R. Timken, Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
31.	Martha Cathcart, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
32.	Linda Bradley, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000
33.	Tommaso Falcone, M.D., Director	9500 Euclid Avenue (H18) Cleveland, Ohio 44195	216.444.2000

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

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

Dave Rowan
Chief Legal Officer
Chief Governance Officer
Secretary

June 22nd, 2010
Date

Subscribed and sworn to before me this 22nd day of June, 2010

Notary Public

DAVID J. SHERRIFF, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval to allocate $500,000 of undesignated Ward 1 Residential Construction Tax (RCT) funding to Rose Warren School located at 6451 Brandywine Way ($300,000) and Doris Hancock School located at 1661 Lindell Road ($200,000) - (Park and Leisure Activities Capitol Project Fund) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $500,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The Public Works Department has reviewed two park improvement projects in Ward 1 that will be funded by the Ward 1 RCT. Based on that review, Ward 1 RCT funding may be reallocated as follows in order to meet current construction estimates: $500,000 from undesignated Neighborhood Park Improvements with $300,000 going to Rose Warren School and $200,000 going to Doris Hancock School.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Parks and Recreation Capital Project Fund Listing

CITY OF LAS VEGAS
PARKS & RECREATION CAPITAL PROJECT FUND
July 7, 2010

Facility	Ward	Project to Date Funding as of	City Council Agenda 7/7/10	Project to Date Funding as of
Bettye Wilson Soccer Complex Restroom	4	450,000		450,000
Bonanza Trail	5,6	14,060,000		14,060,000
Boulder Plaza Park	1	1,626,240		1,626,240
Clark County 215 Beltway Trail Segments	2,4	3,773,000		3,773,000
Construction/Bid Reserve	All	10,000,000		10,000,000
Cultural Corridor Median Improvements	5	1,795,000		1,795,000
Cultural Corridor Trails	5	2,323,200		2,323,200
Cultural Corridor Trails Bridge Artwork	5	300,000		300,000
D Street Landscape and Median Improvements	5	650,000		650,000
Desert Nature Preserve	2	5,940,000		5,940,000
Doc Romeo Park Restrooms	4	370,000		370,000
Doolittle Park Renovation Phase 1	5	1,400,000		1,400,000
Doris Hancock	1		200,000	200,000
Durango / Riley Park Phase 2	6	739,824		739,824
Ed Fountain Park Parking Lot Improvements	5	200,000		200,000
Enterprise Park Common Area Improvements	1	3,575,000		3,575,000
Entertainment Trail Streetscape	5	200,000		200,000
Ethel Pearson Park	5	800,000		800,000
Firefighters Memorial Park (AKA Oakey Torrey Pines Ballfields)	1	3,200,000		3,200,000
Freedom Park Renovation and Sports Complex	3	54,500,000		54,500,000
Fremont Neon Sign Project (Signs on Sticks 2)	3	470,862		470,862
Gilmore / Cliff Shadows Park	4	696,994		696,994
Hills Park Improvements	4	80,000		80,000
Indian Hills Park	6	396,055		396,055
Las Vegas Arts District Gateways	1	710,000		710,000
LAS VEGAS ARTS DISTRICT SIGNS (AKA 18B)	1	1,148,011		1,148,011
Las Vegas Boulevard- Median Islands - Fremont to US-95	3	294,289		294,289
Las Vegas Springs Preserve Phase 2	2	12,100,000		12,100,000
Las Vegas Wash Trail Phase 1 and 2	3	8,462,000		8,462,000
Las Vegas Wash Trailhead Bridge	3	2,860,000		2,860,000
Lone Mountain Trail System Phase 1 and 2	4	6,002,000		6,002,000
Lorenzi Park Renovation Phase 2	5	14,197,355		14,197,355
Lorenzi Park Upgrades	5	580,000		580,000
Majestic Park Improvements	4	22,542,417		22,542,417
Martin Luther King Median Landscaping	1,5	630,000		630,000
Multi-Use Trails and Trailheads	All	3,858,746		3,858,746
Multi-Use Transportation Trails	All	11,151,360		11,151,360
Neighborhood Park Improvements	All	3,358,907	(500,000)	2,858,907
Neon Boneyard Park	5	5,668,567		5,668,567
Neon Museum Visitors Center	5	807,039		807,039
Pavilion Pool Enclosure	2	6,000,000		6,000,000
Pedestrian Bridge - Cultural Corridor Trail	1,5	1,650,000		1,650,000
Pedestrian Bridge - Las Vegas Wash	3	3,300,000		3,300,000
Pedestrian Bridge - Lone Mountain Trail	4	3,300,000		3,300,000
Performing Arts Center	5	275,417,081		275,417,081
Post Office Rehabilitation	5	39,923,558		39,923,558
Rose Warren	1		300,000	300,000
Rotary Park Improvements	1	2,400,000		2,400,000
Sandhill / Owens Park	3	3,240,000		3,240,000
Sandhill / Owens Trailhead	3	2,068,000		2,068,000
Stupak Community Center	3	12,500,000		12,500,000
Stupak Park	3	3,200,000		3,200,000
Teton Trails Park Phase 3	6	140,000		140,000
Teton Trails Park Phase 4	6	365,000		365,000
Tropical / Durango Park Phase 1	6	1,986,345		1,986,345
Urban Pathways - 1st Street Beautification, Boulder to Hoover	1,5	1,250,000		1,250,000
Urban Pathways - Hoover Street Beautification	1,5	750,000		750,000
Vias Verdes Pre-Proposal Planning Project	4	295,000		295,000
		559,701,850	-	559,701,850

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 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: $63,862,390.08
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 06/01-06/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 6/1-15/10

Total Services & Materials Checks :	**$14,377,497.19**
Total Services & Materials EFT Payments :	**$3,136,919.79**
Total Wire Transfers:	**$39,319,165.26**
Total Payroll Checks:	**$7,028,807.84**
Grand Total:	**$63,862,390.08**

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 July 7, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for House of Vino, LLC, Location: 8053 North Durango Drive, Suite 160, Dates: July 10, August 7, 21, and September 4, 2010, Type: Special Event Beer/Wine, Event: Beer/Wine Tasting, Responsible Person in Charge: Matt Ricciardella - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 1:00 p.m. - 8:00 p.m. Estimated attendance is 25 - 50. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Wolcoff Enterprise, Inc., Location: Luca's Cafe & Deli, 231 South 3rd Street, Suite 110, Date: July 9, 2010, Type: Special Event Beer/Wine, Event: Argentina's Independence Day Celebration, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 7:30 p.m. - 10:30 p.m. Estimated attendance is 60 - 80. Security provided by Manpower.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of an extension of a Temporary Package License for a Change of Business Name and a Change of Ownership, From: Thrower & Thrower, dba Throwers Liquor, To: FATA Business Group, LLC, dba FATA Liquor & More, 2187 North Decatur Boulevard, Suite 130, Etsegenet Alemu, Managing Mmbr, 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 Package License for a Change of Business Name and a 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.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of an extension of a Temporary Auctioneer License, Larry Latham Auctioneers of Nevada, Inc., dba Larry Latham Auctioneers of Nevada, Inc., 1903 South Jones Boulevard, Suite 100, Larry Latham, Sole Principal, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Auctioneer 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.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of an extension of a Temporary Hypnotherapy License, Barry Newman, LLC, dba Barry Newman, LLC, 2921 North Tenaya Way, Suite 218, Barry Newman, Mgr, 50% and Anne Newman, 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 Hypnotherapy 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.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of a new Massage Establishment License, Align Chiropractic, dba Align Chiropractic, 6441 North Durango Drive, Suite 130, Keith Quisberg, Pres, Treas, Dir, 50% and Ryan Kissling, Secy, Dir, 50% - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing chiropractic office - Align Chiropractic]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Massage Establishment License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Rivka Hershcovicz, dba Rivi Salon, 9410 West Sahara Avenue, Suite 140, Rivka Hershcovicz, Owner 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing beauty salon - Rivi Salon]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Massage Establishment License.

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

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Modification No. 2 to Bid No. 07.1730.05-LED, Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. ($1,375,440.04 - Road and Flood Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,375,440.04
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On January 16, 2008 City Council approved the award of bid for the widening of Martin Luther King Boulevard. The award included upgrades to the traffic signals, median islands and other related work. This modification is to cover quantity adjustments, utility relocations and other work required to complete the project. Funding for this project is provided by the Regional Transportation Commission.

PCC: L.E. Davis
POC: Guy M. Wells - (702) 876-0659

RECOMMENDATION:
That City Council approve Modification No. 2 to Bid No. 07.1730.05-LED, Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue to Wells Cargo, Inc. in the amount of $1,375,440.04 bringing the total contract amount to $28,209,811.59 and increase the construction conflicts and contingency reserve by $145,000 bringing the total amount to $2,560,915.26. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 2 to Bid No. 07.1730.05-LED

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: June 8, 2010

BID# 07.1730.05-LED **PURCHASE ORDER #: 256180** SUPPLEMENT: MODIFICATION #2

NAME AND ADDRESS OF CONTRACTOR: **Wells Cargo**

CONTRACT DESCRIPTION: **The project shall include, but not be limited to, the new construction and/or upgrade of existing asphalt concrete pavement, aggregate base, emulsified asphalt treated base, geogrid and 1" UTACS riding surface for six (6) travel lanes; three (3) northbound and three (3) southbound. Roadway improvements will also include curb, gutter, sidewalk, residential and commercial driveways, sidewalk ramps, storm drainage facilities, landscaped median islands utility relocation, street lighting, the upgrade of existing traffic signals. New traffic signals, signage, delineation and reconstruction of adjacent property improvements as necessary, the Right-of-Way width for this segment of Martin L. King Boulevard will be widened from 80 feet to 96 feet, back-of-sidewalk to back-of-sidewalk. The roadway design speed will be 55 mph, (signed for 45 mph)**

DESCRIPTION AND REASON FOR MODIFICATION: **Contract Modification is necessary to cover additional costs to relocate utilities and related costs resulting from inefficiencies in paving operations, owner caused delay costs, full depth pavement section on side streets, increased oil costs for FDR, dense grade asphalt, and UTACS due to extended contract time, and listed line Item overruns (see Exhibit A).**

PRICE OF THIS MODIFICATION (WRITTEN): **One Million Three Hundred and Seventy-five Thousand Four hundred Forty Dollars and four cents** DOLLARS: **$1,375,440.04**

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): **One Hundred Twenty Nine** # DAYS: **129**

ORIGINAL COMPLETION DATE: **November 9, 2009** NEW COMPLETION DATE: **July 30, 2010**

PRICE OF ORIGINAL CONTRACT:	**$24,159,146.55**	
PRICE OF ALL PREVIOUS MODIFICATIONS:	$2,675,225.00	(# 1 through 1)
PRICE OF THIS MODIFICATION:	**$1,375,440.04**	
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):..	**$28,209,811.59**	

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
(SIGNATURE)

6/10/10
(DATE)

ATTEST: _____
(CITY CLERK) (DATE)

WELLS CARGO, INC
(NAME OF CONTRACTOR)

BY _____ 6/8/10
DATE

OPERATIONS MANAGER
(TITLE)

_____
PURCHASING AND CONTRACTS MANAGER

Exhibit A

MLK Widening Project - Alta to Carey
Bid No. 07.1730.05-LED

A) Settlement #2	$ 611,205.67
B) FDR	$ 274,346.95
C) 3" over 10" Asphalt and Water Lateral	$ 178,551.42
D) Overruns	$ 311,336.00
	$ 1,375,440.04

MLK Widening Project-Alta to Carey **Bid No. 07.1730.05-LED**

A) Settlement Agreement #2

1) Compensation for issues related to Utilites and Inefficiencies	$ 446,600.00
2) Oil Escalation costs due to extended contract time	$ 79,454.74
3) Bonds. Builders Risk Insurance and General Liability	$ 85,150.93
	$ 611,205.67

B) FDR Oil Increases

March	$ 128,432.71
April	$ 84,564.49
Remaining	$ 61,349.75
	$ 274,346.95

FDR Breakdown

March 2010 Oil **$ 128,432.71**

Apr-10		
$ 681.03	344.6	$ 234,682.93
$ 457.94	344.6	$ 157,806.12
		$ 76,876.81
	WCI Markup	$ 7,687.68
		$ 84,564.49

Remaining

$ 681.03	250	$ 170,257.50
$ 457.94	250	$ 114,485.00
		$ 55,772.50
	WCI Markup	$ 5,577.25
		$ 61,349.75

C) Added Work

2,884 sq/ft @ $6.00 sq/ft- Mt. Mariah	$	17,505.86
5,424 sq/ft @ $6.00 sq/ft Wyatt/Jimmy/Doolittle	$	32,923.64
4,872 sq/ft @ $6.00 sq/ftHart/Hassell/Lawry	$	29,573.01
2,765 sq/ft @ $6.00 sq/ftBalzar	$	16,783.53
6,580 sq/ft @ $6.00 sq/ft Wheeler Peak	$	39,874.80
3400 sq/ft @ $6.00 sq/ft Miller & Blankenship	$	20,000.00
Extend Water Lateral	$	21,890.58
	$	**178,551.42**

D) Overruns

ITEM	DESCRIPTION	UNIT	PRICE	CONTRACT QUANTITY	CONTRACT AMOUNT	Over Run	Amount
202.26	REMOVAL & DISPOSAL-ASBESTOS CEMENT PIPE	LF	$ 99.00	100	$ 9,900.00	100	$9,900.00
202.27	REMOVE ASPHALTIC CONCRETE	SY	$ 2.10	124,900	$ 262,290.00	6000	$12,600.00
309.01	CONSTRUCT 8 OR 10 EMULSIFIED BASE	SY	$ 2.75	144,000	$ 396,000.00	11000	$30,250.00
402.03	6" PLANTMIX BITUMINOUS SURFACE	SY	$ 15.49	144,000	$ 2,230,560.00	11000	$170,390.00
403-2.01	1" UTACS BONDED WITH A PMM, S3 GRADATION	SY	$ 7.80	149,000	$ 1,162,200.00	7000	$54,600.00
613.01	CONCRETE SIDEWALK	SF	$ 5.10	93715	$ 477,946.50	1600	$8,160.00
625.02	ARROW DISPLAY SIGNS	DAY	$ 45.00	600	$ 27,000.00	300	$13,500.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	$ 2.25	3,550	$ 7,987.50	2000	$4,500.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	$ 1.40	7,454	$ 10,435.60	4000	$5,600.00
680.01	FIBER OPTIC CABLE (72-STRAND)	LF	$ 5.40	16,700	$ 90,180.00	340	$1,836.00

$311,336.00

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Bid No. 09.15341.11-TF, Sandhill Owens Park and Trailhead located at 1295 North Sandhill Road and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: PEEK CONSTRUCTION COMPANY ($3,147,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,147,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the construction of a park, trailhead and pedestrian bridge and includes a soccer field, restroom, fitness cluster, basketball court, picnic areas, playground, dog run and parking lot. Funding for this project is provided by the Southern Nevada Public Land Management Act (SNPLMA).

PCC: T. Fernandez
POC: B. Geltman - (702) 740-4179

RECOMMENDATION:
That City Council approve the award of Bid No. 09.15341.11-TF, Sandhill Owens Park and Trailhead to Peek Construction Company in the amount of $3,147,000 and approve the construction conflicts and contingency reserve of $314,700. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

Bid Abstract

09.15341.11-TF

Sandhill Owens Park & Trailhead

DESCRIPTION	**Peek Construction Company** Lump Sum Amount	Pace Contracting Co. Lump Sum Amount	Wiser Construction, Limited Liability Company Lump Sum Amount	Richardson Construction, Inc. Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$3,147,000.00**	$3,499,637.00	$3,524,125.55	$3,525,250.00
Responsive Bidder:				
Responsible Bidder:				

DESCRIPTION	Gothic Landscaping, Inc. Lump Sum Amount	Burke & Associates, Inc. Lump Sum Amount	Capriati Construction Corp Inc Lump Sum Amount	APCO Construction Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$3,587,000.00	$3,636,955.00	$3,649,983.00	$3,750,000.00
Responsive Bidder:				
Responsible Bidder:				
Engineers Estimate: $5,244,000.00				

TO: Cheri Edelman

Please review and approve recommended award to Peek Construction Company

in the amount of $ 3,147,000.00.

Purchasing & Contracts Representative — Date: 6-1-10

Department/Division Signature — Date: 6/4/10

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Modification No. 4 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project located at the Las Vegas Museum of Organized Crime and Law Enforcement, 300 Stewart Avenue - Office of Business Development - Award recommended to: WESTLAKE REED LESKOSKY ($150,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:
On August 2, 2006 City Council approved the award of Contract No. 060044-SB to provide architectural and related services to develop the Museum of Organized Crime and Law Enforcement. This contract and subsequent modifications total $7,698,661.65. This modification provides for additional services from Dennis Barrie under the employment of Westlake Reed Leskosky. These additional services consist primarily of public relations work including media appearances, project management/administrative work, and some additional services overseeing the exhibits and interactives fabrication process.

PCC: P. Hoffman
POC: Richard Sourbrine - (602) 212-0451

RECOMMENDATION:
That City Council approve Modification No. 4 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project to Westlake Reed Leskosky in the amount of $150,000 for a total contract amount of $7,848,658.65. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 4 to Contract No. 060044-SB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 4

POST OFFICE/COURTHOUSE REHABILITATION PROJECT

THIS MODIFICATION No. 4 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 WESTLAKE REED LESKOSKY (hereinafter the "Company") a limited liability company having its principal office at 925 Euclid, Cleveland, OH 44115-1407.

The purpose of this Modification is to add scope and compensation for additional services to be performed.

The Contract between the City and the Company dated August 2, 2006, and its subsequent modifications, are hereby modified as follows:

1. Attachment 5a, Statement of Work

ADD:

5.10 The Company will perform the following additional services at the City's request:

Additional Services #4:

1. Public Relations Efforts: Dennis Barrie shall participate in the Museum's public relations efforts by: attending Public Relations Committee meetings, representing the Museum at a minimum of 13 public relations events, providing input to the Museum's public relations and marketing teams as requested, and acting as a spokesperson for the Museum project.
2. Administrative Efforts: Dennis Barrie shall participate in managing the day-to-day development of the Museum by: attending Board meetings, attending development team meetings, attending meetings with the Mayor of the City and with civic bodies, participating in grant applications, participating in the hiring of consultants, participating in the development of the business and operational plans, providing general counsel and input to the City and the Museum Board, assisting in the hiring of Museum executives and staff, assisting in the development of Museum programming, participating in day-to-day decision-making in the final phase of Museum development, and assisting in planning, developing and conducting opening events.
3. Exhibit Fabrication Construction Administration Efforts: Dennis Barrie shall participate in Museum content development and oversight of exhibit fabrication and installation. As clarification, Dennis Barrie's participation shall include: retail design and development, fabricator selection, supervision of fabrication including on-site reviews and final approvals, supervision of exhibit installation, supervision of interactives production, supervision of object and lighting placement, supervision of A/V production including content, editing and final reviews of content, development and management of on-camera interviews, input on exterior signage, input on product merchandising, attendance and leadership at content committee meetings,

2. Attachment 2c, Compensation – Basic Services.

DELETE: Attachment 2c dated February 2009 in its entirety.

SUBSTITUTE: Attachment 2d dated June 2010.

3. Paragraph E-5 – Insurance.

DELETE: Paragraph E-5 in its entirety.

REPLACE WITH:

E-5 Insurance: [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) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

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

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

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. The Company's deductible of $75,000 is authorized as an exception to the City's typical deductible limits.

(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) Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Company's services, or services under its direction, may require. The comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

(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.

The policies required in E-5 (a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.4 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-21-10
Date

WESTLAKE REED LESKOSKY

PAUL WESTLAKE, JR, Managing Principal

"Company"

ATTACHMENT 2d
Compensation – Basic Services
June 2010

The Company agrees to the limitation of cost and funds to the amounts detailed below. Amounts stated in this Exhibit are "not-to-exceed" amounts. The Company understands that utilization of any contingency funds requires prior written approval from the City Project Manager.

PHASE	TOTALS
Pre-Design	$ 541,670.00
Schematic Design	$ 1,309,576.00
Design Development	$ 1,645,405.00
Construction Documents	$ 2,135,060.00
Bidding	$ 111,211.00
Construction Administration	$ 1,535,212.00
Post Construction	$ 6,000.00
Additional Services #1	$ 87,600.00
Additional Services #2	$ 149,050.00
Additional Services #3	$ 158,661.65
Contingency	$ 51,246.59
Reimbursables	$ 117,966.41
GRAND TOTAL	$7,848,658.65

DEDUCTIONS

MISSING ESTIMATES. Company shall deduct $4,000 from the above fees for each of the required Construction Cost Estimates which are not delivered upon completion of each of the following phases:

Schematic Design
Design Development
Construction Documents at 50%
Construction Documents at 90%
Construction Documents at 100%

END OF ATTACHMENT 2D

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	Block 2 Description
Name: WESTLAKE REED LESKOSKY	Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project
Address: 925 EUCLID AVE. SUITE 1900 CLEVELAND, OH 44115	
Telephone: 216-522-1350	
EIN or DUNS: 34-0240010	Contract # 060044-SB

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.	PAUL E. WESTLAKE MANAGING PRINCIPAL	925 EUCLID AVE. SUITE 1900	216-522-1350
2.	RONALD REED PRINCIPAL	CLEVELAND, OH 44115	
3.	VINCENT M. LESKOSKY PRINCIPAL		
4.	PHILIP S. LIBASSI PRINCIPAL		
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

PAUL E. WESTLAKE, MANAGING PRINCIPAL
Name

MARCH 20, 2009
Date

Subscribed and sworn to before me this 20 day of March, 2009

Susan L Frounfelker
Notary Public

SUSAN L. FROUNFELKER, Notary Public
State of Ohio
My Commission Expires Sept. 8, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Bid No. 09.15341.26-TF, Las Vegas Museum of Organized Crime and Law Enforcement Fabrication located at 300 Stewart Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: HARDY CONSTRUCTION, INC. ($7,132,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,132,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the fabrication and installation of interactive museum exhibits including graphics, audiovisual computerized displays, carpentry, painting and storefront facades.

PCC: T. Fernandez
POC: D. Bailey - (702) 257-8918

RECOMMENDATION:
That City Council approve award of Bid No. 09.15341.26-TF, Las Vegas Museum of Organized Crime and Law Enforcement Exhibit Fabrication to Hardy Construction, Inc. in the amount of $7,132,000 and approve the construction conflicts and contingency reserve of $713,200. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

Bid Abstract
09.15341.26-TF
LV Museum of Organized Crime and Law Enforcement Fabrication Exhibits

DESCRIPTION	Hardy Construction, Inc. Lump Sum Amount	Cobblestone Construction Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$7,132,000.00**	$7,395,000.00
Responsive Bidder:	Yes	
Responsible Bidder:	Yes	

DESCRIPTION	Clark & Sullivan Constructors, Inc. dba Clark & Sullivan Construction Lump Sum Amount	APCO Construction Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$7,500,000.00	$8,396,000.00
Responsive Bidder:		
Responsible Bidder:		

Engineers Estimate: $6,000,000.00

TO: Cheri Edelman

Please review and approve recommended award to Hardy Construction, Inc.

in the amount of $ 7,132,000.00.

Purchasing & Contracts Representative — 6-16-10 Date

Department/Division Signature — 6/16/10 Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Use Agreement No. 100074-SK, National IPA City of Fort Worth RFP No. 09-0012, Annual Requirements Contract for Bulk Unleaded Gasoline - Department of Field Operations - Award recommended to: TRUMAN ARNOLD COMPANIES, INC. ($2,000,000 - Automotive Operations Internal Services Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,000,000
Funding Source: Automotive Operations ISF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
On November 10, 2009 the City Council of the City of Fort Worth, Texas approved the award of RFP No. 09-0012 for an annual requirements contract for bulk motor fuels. This agreement will provide for the purchase and delivery of bulk unleaded gasoline for use by the City of Las Vegas. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of other local governments with the authorization of the contracting vendor.

PCC: S. Kessler
POC: Daniel McCarty - (903) 334-7900 x 205

RECOMMENDATION:
That City Council approve the award of Use Agreement No. 100074-SK, National IPA City of Fort Worth RFP No. 09-0012, Annual Requirements Contract for Bulk Unleaded Gasoline to Truman Arnold Companies, Inc. in the estimated annual amount of $2,000,000. The initial term will be from July 7, 2010 through November 9, 2010 to coincide with the Master Agreement with four one-year renewal options. Authority to execute the Use Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Use Agreement No. 100250-SK

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 , by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and TRUMAN ARNOLD COMPANIES, INC. (herein the "Supplier"),

RECITALS

WHEREAS, the Supplier and City of Fort Worth (herein "City of Fort Worth") have entered into that Contract dated April 16, 2009 (Bid No. 09-0012) which provides for Motor Fuels and Aviation Fuels (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the City of Fort Worth; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (86 pages), and incorporated herein, except as stated in Exhibit "B" (2 pages), attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the City of Fort Worth. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the City of Fort Worth failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the City of Fort Worth fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Supplier Contract for any reason whatsoever and such termination shall be effective ten (10) days after written notice is

provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and City of Fort Worth.

6. Any change or modification to the Supplier Contract between the Supplier and the City of Fort Worth shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Agreement.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

FOR THE SUPPLIER: Truman Arnold Companies
TAC Energy
Daniel McCarty
701 S. Robison Rd.
Texarkana, TX 75501
Fax # 918-461-9191

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax #: (702) 464-5721

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

8. The Supplier agrees to maintain the insurance coverage required under the Supplier Contract (City of Fort Worth RFP # 09-0012 section V- Insurance) for the term of this Agreement. The Supplier further agrees to provide to the City, within ten (10) days after execution of this Agreement by the City, certificates of insurance naming the City as an additional insured party thereunder for the insurance coverage under which City of Fort Worth was named as an additional insured party pursuant to the requirements of the Supplier Contract.

9. Unless the content indicates otherwise, the references in the Supplier Contract to the City of Fort Worth shall be understood and interpreted to refer to the City for purposes of this Agreement.

10. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-20-10
Deputy City Attorney Date

Truman Arnold Companies

Title of person signing

"Supplier"

Exhibit B

1.1 Annual Requirements Contract - Ordering, Billing and Payment

a) The following definitions will apply to any Contract awarded as a result of this Bid:

i) *"Blanket Purchase Order"* means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any goods or services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.

ii) *"Purchase Order Release"* (or *"Release"*) means a single order issued by the City against a Blanket Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen ("-") and a sequential number.

b) The City will issue a Blanket Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases as actual requirements arise.

1.2 Invoices

Invoice(s) shall be submitted to:

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

The Successful Bidder shall submit a detailed invoice to the City, after shipment of goods or performance of services. All invoices should (i) identify charges against specific Blanket Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Blanket Purchase Order and Purchase Order Release number, and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the goods or services for which payment is requested. **Invoices received without a valid purchase order will be returned unpaid.** Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

1.3 Insurance

Supplier must provide required insurance documentation (city of Fort Worth RFP#09-0012, Section V) 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 Supplier shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Supplier shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Supplier and/or insurance carrier shall provide the ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

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 shall be provided to the ITS if so requested.

1.4 Indemnification

a) In addition to the indemnification requirements set forth in City of Fort Worth RFP# 09-0012 Paragraph 26.0 Section II Standard Terms and Conditions, the Supplier shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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 Supplier, 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 Supplier is within the limits of its liability insurance and the insurance Supplier has accepted the City's tender of defense, then the City will pay the Supplier 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 Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, 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 Supplier shall defend the City, against the Liabilities and in the event that the Supplier 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 Supplier.

1.5 F.O.B Point

The delivery point shall be the City of Las Vegas, the present delivery points, fuel type, number of tanks, and capacity are as follows:

FUEL LOCATIONS & TANK SIZES

Delivery Location	Unleaded Fuel
1. East Fleet Service Center 3100 E. Bonanza Rd.	12,000 Gal. Cap. Two (2) Tanks
2. Satellite Garage 4357 Vegas Drive	12,000 Gal. Cap.
3. Water Pollution Control Facility 6005 E. Vegas Valley Dr.	2,500 Gal. Cap.
4. Fire Station #1 500 N. Casino Center Blvd.	10,000 Gal. Cap Two (2) Tanks
5. West Fleet Service Center 2950 Ronemus Dr.	12,000 Gal. Cap. Two (2) Tanks
6. Floyd Lamb Park 9200 Tule Springs Rd.	500 Gal. Cap.

The owner reserves the right to delete or add facilities throughout the term of this contract to include renewal options.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Modification No. 3 to Agreement No. 070411-DK, Soil Remediation Services in connection with Symphony Park, bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line - City Parkway V, Inc. - Award recommended to: LAS VEGAS PAVING CORPORATION ($230,000 - General Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $230,000
Funding Source: General CPF
Dept./Division: City Parkway, V, Inc.

PURPOSE/BACKGROUND:
On July 18, 2007 City Council approved Agreement No. 070411-DK for soil remediation services at Symphony Park (then Union Park). This modification will provide for additional soil remediation at the Symphony Park site. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a), Items which may only be contracted from a sole source.

PCC: P. Hoffman
POC: Dave Breault - (702) 251-5800

RECOMMENDATION:
That City Council approve Modification No. 3 to Agreement No. 070411-DK, Soil Remediation Services to Las Vegas Paving Corporation in the amount of $230,000, bringing the total agreement amount to $4,528,750. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 3 to Agreement No. 070411-DK

MODIFICATION NO. 3
ORDERING AGREEMENT - SOIL REMEDIATION SERVICES

THIS MODIFICATION NO. 2 is being entered into this _____day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and LAS VEGAS PAVING CORPORATION. (hereinafter, "Company") having its principal office at 4420 South Decatur Boulevard, Las Vegas, Nevada 89103.

The purpose of the Modification is to increase the Ordering Limitation.

The Contract between the City and the Company dated July 18, 2007, as previously modified, is hereby modified as follows:

1. **B-6 Ordering Limitations**

DELETE:

The maximum amount that can be ordered under this Agreement is Four Million Two Hundred Ninety Eight Thousand Seven Hundred Fifty Dollars ($4,298,750).

REPLACE WITH:

The maximum amount that can be ordered under this Agreement is Four Million Five Hundred Twenty Eight Thousand Seven Hundred Fifty Dollars $4,528,750).

2. **E-4 Insurance**

DELETE: Paragraph E-4 in its entirety.

REPLACE WITH:

E-4 Insurance

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

(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 in 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.

(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 issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with 30 day advance notice of policy modification, cancellation or erosion of limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas c/o
Insurance Tracking Services (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 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 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 carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of insurance supplied by the Company, including the rating and financial health of each carrier providing coverage, is subject to 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-3 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs of 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 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-4 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

3. **General**

In the event of any conflict between the Contract as previously modified and this modification, the provisions of Modification No. 3 take precedence. All other contract terms and conditions remain unchanged.

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-8-10
Date

LAS VEGAS PAVING CORPORATION

David C Breault
David C. Breault

"Company"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:

Approval of award of Agreement No. 100249-DC, Prime Design Services for Angel Park Detention Basin Expansion, bounded by Vegas Drive on the north, Durango Drive on the east, Venetian Strada on the south and Rampart Boulevard on the west - Department of Public Works - Award recommended to: G.C. WALLACE, INC. (Not-to-Exceed $329,050 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $329,050
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This agreement will provide for design services to include, but not limited to, drawings, specifications, calculations, coordination, permitting, and quality control reviews. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Calvin Black - (702) 804-2003

RECOMMENDATION:

That City Council approve Agreement No. 100249-DC, Prime Design Services Agreement for Angel Park Detention Basin Expansion to G.C. Wallace, Inc. in the not-to-exceed amount of $329,050. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 100249-DC
2. Certificate -Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
ANGEL PARK DETENTION BASIN EXPANSION

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **G.C. WALLACE, INC.**, (the "Consultant"), a **Corporation**, whose address is **1555 S. Rainbow Boulevard, Las Vegas, NV 89146**, and fax number is **(702) 804-2299**.

WITNESSETH:

WHEREAS, the City intends to construct the **Angel Park** Detention Basin Expansion (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts

developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

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

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

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

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

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

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

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

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

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is

proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

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

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

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

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

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

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

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

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

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

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

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

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

ATTEST

Kathleen C. Rainey, Manager, Purchasing & Contracts

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 4/14/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

Calvin Black, G.C. Wallace, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

Angel Park North Detention Basin is described in the 2008 Master Plan Update as Facility Number APNO0001. The proposed improvements include increasing the detention basin size from 1,400 ac-ft to 1,512 ac-ft. The design will incorporate additional amenities such as addressing storm water quality for the low flow storm drain, and aesthetic enhancements.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: $4,943,948

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

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

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

100.6.9 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contract documents prepared for bidding for the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-

consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

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

100.6.11 Plan and Special Provision Production and Submission

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

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

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

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

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

100.6.12 Cost Estimates

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

100.6.13 Construction Change Orders

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

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

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

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

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

100.6.14.1 Article 200 – Preliminary and General Items

100.6.14.2 Article 300 – Preliminary Design Phase

100.6.14.3 Article 400 – 70% Design Phase (NOT USED)

100.6.14.4 Article 500 – 90% Design Phase

100.6.14.5 Article 600 – 100% Design Phase

100.6.14.6 Article 700 – Bid Phase

100.6.14.7 Article 800 – Construction Phase

100.6.14.8 Article 900 – Post Construction Phase

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 200: GENERAL ITEMS

200.1 Project Management

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

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

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

200.2 Kick-Off Meeting and Progress Meetings

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

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

200.2.3 Consultant shall attend approximately [8] progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary.

Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

200.3 Utility and Agency Coordination

200.3.1 Consultant shall submit design plans for review from the various utility companies for the Preliminary, 90% and Pre-Final submittals. No work is anticipated in perimeter streets (Vegas Drive, Durango Drive, Rampart Boulevard, Summerlin Parkway), therefore the Project Plans will not include an inventory of existing utilities in these perimeter streets. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

- Clark County Regional Flood Control District ("CCRFCD")
- City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development
- Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
- Freeway and Arterial System of Transportation ("FAST")
- Utility providers, including but not limited to, NV Energy, Century Link, Cox Communications, Southwest Gas Corporation
- Nevada Department of Conservation and Natural Resources Division of Water Resources (Dam Safety)
- Other local and state agencies as required

Meetings with utility agencies or extra coordination beyond submittal and entering data into plans are not anticipated and therefore not included. Meetings and coordination with Dam Safety is outlined under Section 200.4. Meetings and coordination with City agencies and CCRFCD are outlined under Section 200.2.

200.3.2 Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Compensation Tasks upon separate authorization by the City. A utility conflict schedule will not be prepared with this Project.

200.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks. Minor utility relocations are not anticipated with this Project and are therefore not included.

200.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks. New utility services are not anticipated with this Project and are therefore not included.

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

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

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

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

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

200.3.7 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire

Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

200.3.8 Deliverables: Project Plans to be sent to the Utility Companies at each design level (Preliminary, 90% and 100%); and final mylars with impacted utilities approval signatures. Copies of transmittals for Utility Company submittals to be provided to the City.

200.4 Project Permits

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

200.4.2 The following permits are anticipated for this project :

- Dam Safety Permit
- BLM Free Use Permit (City to obtain)

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

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

200.5 CCRFCD Section 8 Initial Screening

200.5.1 Consultant shall perform a National Environmental Policy Act (NEPA) evaluation in accordance with Section 8 of the Supplemental Final Environmental Impact Statement (SEIS) for the Clark County Regional Flood Control District (CCRFCD) 2008 Master Plan Update that specifies procedures to evaluate new CCRFCD facilities. The Consultant shall also perform a Phase 1 Hazardous Materials Analysis. Reports of these analyses will be submitted to the City and CCRFCD for review and approval. If further site–specific evaluation is required, the further analysis will be conducted only upon separate authorization under Exhibit "E" – Additional Compensation.

The Consultant shall also perform a preliminary screening analysis to determine if this Project meets the threshold and eligibility criteria for a U.S. Army Corps of Engineers 404 Permit and the associated State of Nevada 401 Permit. If the initial screening concludes that these permits are not required, the Consultant will prepare a letter documenting the initial screening process for submittal to the USACOE, CCRFCD, and the State of Nevada. If the screening indicates that the permitting is expected, the application and processing of the permits will be conducted only upon separate authorization under Exhibit "E" – Additional Compensation.

ARTICLE 300: PRELIMINARY DESIGN PHASE

300.1 Survey

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

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

- Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings
- Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1″ = 40′ horizontal with a contour interval of 1-foot, based upon a published City benchmark
- Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates

- Establish Project coordinate system
- All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)
- Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data within the construction limits of the Project, including but not limited to existing edge of pavement, culvert and storm drain invert elevations and sizes, drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. The Consultant will coordinate any required private property access with the City's Representative

300.1.3 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by City of Las Vegas' City Surveyor. City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. Research available record information, parcel maps, subdivision maps and records of survey to establish a record alignment of the Project. Use this record alignment as a basis to assist in locating existing monuments, during the field survey phase of this Project. **The City will not accept the Preliminary design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

300.1.4 Deliverables: The Consultant shall submit **three (3)** copies of the Record of Survey to the City. Consultant shall record the "approved" Record of Survey with the Clark County Recorder.

300.2 Right-of-Way

300.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements. New right-of-way acquisitions or AEPs are not anticipated with this Project and are therefore not included. The limit of the existing public drainage easement as it currently exists is shown by map File 117 Page 48 of Surveys. Title Reports will be provided by the City.

300.2.2 Based on the Preliminary design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. During the Preliminary design review, the City will work with the Consultant to finalize project right-of-way requirements.

300.2.3 Preliminary Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100' scale, that shall show schematically the project and identify all existing right-of-way and existing easements. These exhibits shall be included in Preliminary Design Report.

300.2.4 90% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all existing right-of-way, easements, etc needed at the 90% design level. No additional right-of-way or easements are anticipated with this project and are therefore not included.

300.2.5 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the existing right-of-way and easements.

300.2.6 Deliverables: 24" x 36" exhibits at the Preliminary Submittal as outlined in 300.2.3; 24" x 36" exhibits at the 90% Submittal as outlined in 300.2.4; 24" x 36" exhibits at the 100% Submittal as outlined in 300.2.5.

300.3 Records Review, Information Research and Analysis of Data

300.3.1 Consultant shall review data and information provided by the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing review of records provided during Project development, for the duration projected in Exhibit "C" Performance Schedule.

Known development in the area includes, but is not limited to the following:

- The existing Rampart Trail and Angel Park Trailhead, construction completed Spring 2010.
- Cooperative Agreement between the City of Las Vegas and the Regional Transportation Center of Southern Nevada for a park and ride transit facility approved by the City Council on October 17, 2007.
- Development and Management Agreement between the City of Las Vegas and the Las Vegas Railroad Society for a railroad museum and miniature railroad approved by the City Council on December 19, 2007.
- Chabad Hebrew Center, Site Development Plan Review SDR-28321, approved by the City Council on September 25, 2008.

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

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

300.4 Utility Potholing

300.4.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of zero (0) potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized. Utility potholing is not anticipated with this Project and is therefore not included. If necessary, potholes will be covered under Exhibit "E" – Additional Compensation.

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

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

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

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

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

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

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature
- Perform laboratory testing on samples
- Subsurface soil profiles
- Identify the corrosive characteristics of the soil
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring
  Identify Caliche and cemented soil deposits depth and make recommendations for excavation methods
- Geology including seismic potential (local faults, fissures, etc)
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels
- Provide recommendation and definition for suitable and unsuitable materials

- Make recommendations for the treatment and/or removal of unsuitable bearing soils
- Make recommendations for suitability of onsite materials for excavation – excavation methods, slope stability for excavation slopes considering saturation and rapid draw-down and possible seismic hazard.
- Make recommendations for suitability of onsite materials for embankment (including slope stability, permeability/seepage/phreatic line
- Foundation preparation including over-excavation and possible key trench construction (clear & grub, scarification, moisture conditioning, & recompaction). Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans
- Make recommendation for cut/fill slopes and percent shrinkage for embankment
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project
- Prepare a hydro-geological report in areas where shallow groundwater is discovered
- Provide slope stability analysis of the existing embankment and back slopes if they were steepened to a 2:1 slope (2-feet horizontal by 1-foot vertical), and provide recommendations for slope treatment, and embankment protection within the basin
- Make recommendation for trench patching

300.5.4 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including slope stability analysis for the Angel Park North Detention Basin and provide slope treatment, maximum basin slopes and embankment protection within the basin.

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

300.5.6 Deliverables: The Consultant shall provide **five (5)** bound copies of each of the Geotechnical Data Report and the Geotechnical Interpretive Report to the City's Representative with the Preliminary Design Submittal. Submit **one (1)** bound copy of each of the Geotechnical Data Report and the Geotechnical Interpretive Report to CCRFCD with the Preliminary Design Submittal.

300.6 Preliminary Design Phase Submittal

300.6.1 Preliminary Design Phase Plans

300.6.1.1 The Preliminary plans are to be prepared and limits as agreed on and directed by the City of Las Vegas. The proposed detention basin expansion is to accomplish the following tasks:

- Increase the basin total storage volume from the existing volume of 1,400 acre feet to the area determined by hydrology, freeboard requirements and CCRFCD Manual.
- Provide a 12-foot wide maintenance access road around the northern detention basin.
- Provide storm drain to intercept and convey nuisance flow at major inflow points.
- Provide storm water quality facilities at the detention basin.
- Design necessary hydraulic structures at the inlets and outlets of the detention basin.
- Modification of outlet structures as necessary due to changes in basin characteristic.
- Modification of other local inflow points as necessary due to regrading of the basin. Design flow rates will be determined based on size of existing facilities unless flow information is provided by the City. Identify the design flow rates and provide erosion control recommendations in the drainage study.
- Consultant shall identify if a FEMA submittal is required.
- Identify possible onsite locations for storage of a portion of the excess excavated material. Detailed grading design of the spoil sites, including extension of storm drain facilities under spoil sites can be provided under Exhibit "E" Additional Compensation if required by the City.

The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale. The Preliminary Design Phase Plans shall include, but not be limited to the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Grading Plans

300.6.2 Preliminary Design Report

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

- Cover page
- Table of Contents
- Executive Summary
- Transmittal memo stamped and signed by the Consultant Project Manager
- Inventory of existing conditions, including photo library
- Adjacent completed projects summary
- Design controls and assumptions
- Survey Summary (including Record of Survey and approval from City Surveyor)
- Right of Way Summary (provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative)
- Utility Issues and Conflicts Summary
- Summary of Permits (including a summary matrix of required permits)
- Draft Geotechnical Data Report
- Draft Geotechnical Interpretive Report
- Low Flow Facility Summary
- Maintenance Access Road Summary
- Stormwater Quality Features Summary
- Preliminary Drainage Study (detention basin hydrology, hydraulic analyses, review of outlet works hydraulics)
- Construction Cost Estimate and
- Preliminary Design Phase Plans (11" X 17")

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

300.6.3 Deliverables: Submit **four (4)** copies of the Preliminary Design Report to the City; Submit **two (2)** full size sets (24" X 36") and **twelve (12)** half size set (11" X 17") of the Preliminary Design Phase Plans to the City; Submit **one (1)** copy of the Preliminary Design Report, **one (1)** full size set and **two (2)** half size sets of the Preliminary Design Phase Plans to CCRFCD. Submit **one (1)** electronic copy of the entire Final Design Report in pdf format on CD or DVD to the City. Submit Preliminary Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

ARTICLE 400: 70% DESIGN PHASE

400.1 70% Design Phase – NOT USED

ARTICLE 500: 90% DESIGN PHASE

500.1 90% Design Phase Submittal

500.1.1 Final Design Report - The Consultant shall develop detailed hydraulic models for the detention basin per Clark County Regional Flood Control District Hydrologic Criteria and Drainage Design Manual. Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a stand alone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the Preliminary Design Report and all associated revisions made as applicable.

500.1.1.1 Deliverables: Submit **four (4)** copies of the Final Design Report to the City, Submit **one (1)** copy of the Final Design Report to CCRFCD. Submit **one (1)** electronic copy of the entire Final Design Report in pdf format on CD or DVD to the City.

500.1.2 90% Design Phase Plans – This submittal will include further refinement of the Preliminary Design plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be

shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" X 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 90% plans shall include, but not be limited to the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Watershed Boundary Plan
- Stage/Storage Basin Parameters
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Grading Plans
- Typical Cross Section Sheets
- Removal Plans
- Construction Details
- Storm Drain Profiles (including lateral profiles)
- Structural Drawings (retaining wall and two (2) drop structures)

500.1.2.1 Deliverables: Submit **two (2)** full size sets (24" X 36") and **twelve (12)** half size sets (11" X 17") of the 90% Plans to the City; Submit, **one (1)** full size set (24" X 36") and **two (2)** half size sets (11" X 17") of the 90% Plans to CCRFCD; Submit 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

500.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- RFCD
- CLV General Fund

500.1.3.1 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit **two (2)** copies of the 90% cost estimate to CCRFCD with the 90% submittal.

500.1.4 90% Design Phase Special Provisions - The project Special Provisions shall be prepared utilizing the City's standard boilerplate set of Special Provisions provided by the City. The project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section and shall correspond to the Construction Cost Estimate.

500.1.4.1 Deliverables: Submit **five (5)** copies of the bound 90% Special Provisions to the City; submit **one (1)** copy of the bound Special Provisions to CCRFCD.

500.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walk through of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

500.1.6 Bidability and Constructability (B&C) – A bidability and constructability review will be performed by City staff.

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

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

500.1.7.1 Deliverables: Board attendance; backup materials; presentation materials

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

ARTICLE 600: 100% DESIGN PHASE

600.1 100% Design Phase Submittal

600.1.1 The 100% submittal shall include all the elements of Article 500 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, and CCRFCD; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

600.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit **two (2)** full size sets (24" X 36") and **twelve (12)** half size sets (11 X 17") of the Pre-Final Plans to the City; Submit **one (1)** full size set (24" X 36") and **two (2)** half size sets (11" X 17") of the Pre-Final Plans to CCRFCD; submit **five (5)** copies of the bound Special Provisions and Pre-final Cost Estimate by funding source to the City and **one (1)** copy of both items to CCRFCD; submit **(5)** copies of the final geotechnical report to the City, **two (2)** copies of final structural calculations to the City and **one (1)** copy of each to CCRFCD. Consultant shall determine if any utility companies require submittal of the 100% Pre-Final (Bond) submittal to obtain mylar signature and if so, submit accordingly.

600.1.1.2 Deliverables for the 100% Final (mylar) Submittal: **One (1)** set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; **one (1)** stamped and signed signature sheet by a Nevada P.E. for the Special Provisions; **one (1)** copy of the Final Cost Estimate in the City's Bid Schedule Format. Provide **one (1)** copy of each item to CCRFCD. An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; submit electronic copies of the plans (pdf and AutoCAD format) to the City after the bid opening. Submit the Engineer's estimate as a Microsoft Excel Work Sheet electronic file.

ARTICLE 700: BID PHASE

700.1 Pre-Bid Conference

700.1.1 The Consultant shall attend the pre-bid conference

700.2 Bid Requests and Responses

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

700.3 Bid Opening

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

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

ARTICLE 800: CONSTRUCTION PHASE

800.1 Construction Phase – NOT USED

ARTICLE 900: POST CONSTRUCTION PHASE

900.1 Post Construction Phase – NOT USED

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT "C"
PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

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

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

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

ARTICLE 2: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
PRELIMINARY DESIGN PHASE	49	
90% DESIGN PHASE	84	
PRE-FINAL DESIGN PHASE	63	
100% DESIGN PHASE	28	
BID PHASE	60	
CONSTRUCTION PHASE	365	
TOTAL CALENDAR DAYS TO COMPLETE:	**649**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

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

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: COMPENSATION AND TERMS OF PAYMENT

1.1 *General.* At the time of approval of this Agreement by the City Council, the City agrees to set aside THREE HUNDRED TWENTY NINE THOUSAND FIFTY dollars ($329,050) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic services and additional compensation) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

1.2 *Compensation: Basic Services (Lump Sum by Task).* The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed TWO HUNDRED NINETY NINE THOUSAND FOUR HUNDRED SIXTY dollars ($299,460) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D".

1.3 *Compensation: Additional Compensation.* For the additional services set forth in Exhibit "E," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "E" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed TWENTY NINE THOUSAND FIVE HUNDRED NINETY dollars ($29,590) without the prior written approval of the City.

BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PA	PIC	PLS/SPEC	PM	SUP DES	DES / EI2	DRA / EI1 / GIS				SURVEY		Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$160	$145	$135	$115	$100				$160				
200	GENERAL ITEMS															
200.1	Project Management (33 weeks)	0	12	0	66	0	0	0	0	0	0	0	0	78	$0.00	$11,910.00
200.2	Kick-Off Meeting and Progress Meetings (8 meetings, excluding walkthroughs)	0	16	0	48	0	0	0	0	0	0	0	0	64	$0.00	$10,080.00
200.3	Utility and Agency Coordination	0	2	0	16	8	18	0	0	0	0	0	0	44	$0.00	$5,860.00
200.4	Project Permits	0	7	0	12	0	40	0	0	0	0	0	0	59	$0.00	$7,705.00
200.5	CCRFCD Section 8 Initial Screening	0	0	0	2	0	0	0	0	0	0	0	0	2	$2,000.00	$2,290.00
200.6		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
200.7		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
200	Subtotal Hours	0	37	0	144	8	58	0	0	0	0	0	0	247		
200	Subtotal Fee	$0.00	$7,215.00	$0.00	$20,880.00	$1,080.00	$6,670.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$2,000.00	$37,845.00
300	PRELIMINARY DESIGN PHASE															
300.1	Survey	0	0	44	0	0	0	0	0	0	0	70	0	114	$15,580.00	$33,820.00
300.2	Right-of-Way	0	0	32	0	0	0	0	0	0	0	0	0	32	$0.00	$5,120.00
300.3	Records Review, Information Research and Analysis of Data (1 site visit)	0	0	0	10	2	12	0	0	0	0	0	0	24	$0.00	$3,100.00
300.4	Utility Potholing	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
300.5	Geotechnical Investigation	0	2	0	8	0	4	0	0	0	0	0	0	14	$15,000.00	$17,010.00
300.6.1	Preliminary Design Phase Plans	0	6	0	138	108	120	0	0	0	0	0	0	372	$200.00	$49,760.00
300.6.2	Preliminary Design Report	0	8	0	48	0	42	0	0	0	0	0	0	98	$100.00	$13,450.00

TASK	DESCRIPTION	PA	PIC	PLS/SPEC	PM	SUP DES	DES / EI2	DRA / EI1 / GIS				SURVEY		Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
300.7		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
300.8		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
300.9		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
300.10		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
300	**Subtotal Hours**	**0**	**16**	**76**	**204**	**110**	**178**	**0**	**0**	**0**	**0**	**70**	**0**	**654**		
300	**Subtotal Fee**	**$0.00**	**$3,120.00**	**$12,160.00**	**$29,580.00**	**$14,850.00**	**$20,470.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$11,200.00**	**$0.00**		**$30,880.00**	**$122,260.00**
400	**70% DESIGN PHASE (N/A)**															
400	**Subtotal Hours**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		
400	**Subtotal Fee**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	**$0.00**
500	**90% DESIGN PHASE**															
500.1.1	Final Design Report	0	6	0	40	0	60	0	0	0	0	0	0	106	$200.00	$14,070.00
500.1.2	90% Design Phase Plans	0	5	16	99	96	144	0	0	0	0	0	0	360	$100.00	$47,510.00
500.1.3	90% Design Phase Construction Cost Estimate	0	4	0	16	0	40	0	0	0	0	0	0	60	$0.00	$7,700.00
500.1.4	90% Design Phase Special Provisions	0	0	8	32	0	0	0	0	0	0	0	0	40	$0.00	$5,920.00
500.1.5	90% Walk Through	0	0	0	8	2	4	0	0	0	0	0	0	14	$0.00	$1,890.00
500.1.6	Bidability and Constructability Meeting (N/A)	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
500.1.7	Project Presentations	0	0	0	20	0	12	0	0	0	0	0	0	32	$0.00	$4,280.00
500.1.8	Finalize Permit Applications	0	2	0	4	0	4	0	0	0	0	0	0	10	$0.00	$1,430.00
500.9		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
500.10		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
500.11		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
500	**Subtotal Hours**	**0**	**17**	**24**	**219**	**98**	**264**	**0**	**0**	**0**	**0**	**0**	**0**	**622**		
500	**Subtotal Fee**	**$0.00**	**$3,315.00**	**$3,840.00**	**$31,755.00**	**$13,230.00**	**$30,360.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$300.00**	**$82,800.00**

TASK	DESCRIPTION	PA	PIC	PLS/SPEC	PM	SUP DES	DES / EI2	DRA / EI1 / GIS				SURVEY		Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
600	100% DESIGN PHASE															
600.1.1.1	100% Pre-Final (Bond) Submittal	0	2	24	74	60	144	0	0	0	0	0	0	304	$200.00	$39,820.00
600.1.1.2	100% Final (Mylar) Submittal	0	1	0	16	16	32	24	0	0	0	0	0	89	$200.00	$10,955.00
600.3		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
600.4		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
600.5		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
600.6		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
600	Subtotal Hours	0	3	24	90	76	176	24	0	0	0	0	0	393		
600	Subtotal Fee	$0.00	$585.00	$3,840.00	$13,050.00	$10,260.00	$20,240.00	$2,400.00	$0.00	$0.00	$0.00	$0.00	$0.00		$400.00	$50,775.00
700	BID PHASE															
700.1	Pre-Bid Conference	0	3	0	3	0	0	0	0	0	0	0	0	6	$0.00	$1,020.00
700.2	Bid Requests and Responses	0		0	12	8	8	0	0	0	0	0	0	28	$0.00	$3,740.00
700.3	Bid Opening	0	3	0	3	0	0	0	0	0	0	0	0	6	$0.00	$1,020.00
700.4		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
700.5		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
700.6		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
700	Subtotal Hours	0	6	0	18	8	8	0	0	0	0	0	0	40		
700	Subtotal Fee	$0.00	$1,170.00	$0.00	$2,610.00	$1,080.00	$920.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$5,780.00
800	CONSTRUCTION PHASE (N/A)															
800	Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0		
800	Subtotal Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
900	POST CONSTRUCTION PHASE (N/A)															
900	Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0		
900	Subtotal Fee	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00

TASK	DESCRIPTION	PA	PIC	PLS/SPEC	PM	SUP DES	DES / EI2	DRA / EI1 / GIS				SURVEY		Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
	Total Basic Services Hours	0	79	124	675	300	684	24	0	0	0	70	0	1,956		
	Total Basic Services Fee	$0.00	$15,405.00	$19,840.00	$97,875.00	$40,500.00	$78,660.00	$2,400.00	$0.00	$0.00	$0.00	$11,200.00	$0.00		$33,580.00	$299,460.00
															CONSULTANT'S ORIGINAL FEE:	$489,360.00
															CONSULTANT'S NEGOTIATED FEE:	$299,460.00
															PERCENT REDUCED:	0.388057872

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

1.1 **Reimbursable Expenses**. Reimbursable Expenses are not allowed.

1.2 **Upon written authorization by the City, the Consultant shall provide Additional Services which may include the following:**

1.2.1 **Additional Design Services –** As required by the City, the Consultant shall perform additional design services required for the Project. Additional Design Services may include the following:

Emergency Action Plan – As required by the City, the Consultant shall perform tasks and coordination for preparation of an Emergency Action Plan for the Angel Park Detention Basin.

Facility Alternative Analysis – As required by the City, the Consultant shall perform tasks and coordination for an alternative analysis for the proposed improvements.

CLOMR/LOMR – FEMA Submittal – The Consultant shall prepare a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) for the Angel Park Detention Basin as required per the design.

Utility Potholing – As required by the City, the Consultant shall perform tasks and coordination for utility potholes for the project.

Additional Meetings – As required by the City, the Consultant shall attend additional meetings.

Stockpile Plan – As required by the City, the Consultant shall perform preliminary tasks and coordination for a stockpile plan to deposit excess material.

ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PA	PIC	PLS/ SPEC	PM	SUP DES	DES / EI2	DRA/ EI1 / GIS	0	0	0	SURVEY	0	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$160	$145	$135	$115	$100	$0	$0	$0	$160	$0			
	ADDITIONAL SERVICES															
	Additional Design Services	0	14	0	94	42	44	0	0	0	0	0	0	194	$0.00	$27,090.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$2,500.00	$2,500.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services -Hours	**0**	**14**	**0**	**94**	**42**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**194**		
	Total Additional Services -Fee	**$0.00**	**$2,730.00**	**$0.00**	**$13,630.00**	**$5,670.00**	**$5,060.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$2,500.00**	**$29,590.00**

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

Program Manager: Jeremy Leavitt
Project Manager: Gina Venglass

CONSULTANT'S PROJECT STAFF

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

Principal In Charge: Calvin Black
Project Manager: Grant Tokumi

CONSULTANT'S SUB-CONSULTANTS

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

Aerial Mapping: Aerotech Mapping Inc.
Environmental: N/A
Geotechnical: Ninyo & Moore
Landscaping: N/A
Potholing: TBE
Structural: G.C. Wallace

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

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**
G. C. Wallace, Inc.	
Name 1555 S. Rainbow Blvd Las Vegas	
Address (702) 804-2003	
Telephone 081019783	
EIN or DUNS	

Block 2	**Description**
Angel Park Detention Basin Expansion RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	X	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.	James A. Duddlesten President & CEO	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Calvin L. Black Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Timothy A. McCoy Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

James VanWoerkom, Chief Financial Officer

May 19, 2010
Date

Subscribed and sworn to before me this 19th day of May, 2010.

Notary Public

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2012

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

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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**
G. C. Wallace, Inc.
Name 1555 S. Rainbow Blvd Las Vegas
Address (702) 804-2003
Telephone 081019783
EIN or DUNS

Block 2 **Description**
Angel Park Detention Basin Expansion
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.

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5.	Timothy A. McCoy Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
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If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

James VanWoerkom, Chief Financial Officer

May 19, 2010
Date

Subscribed and sworn to before me this 19th day of May, 2010.

Notary Public

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Use Agreement No. 100250-SK, Las Vegas Valley Water District Bid No. 2126-08, Annual Requirements Contract for Bulk, Diesel and Bio-Diesel Fuel - Department of Field Operations - Award recommended to: REBEL OIL COMPANY, INC. ($3,000,000 - Automotive Operations Internal Services Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,000,000
Funding Source: Automotive Operations ISF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
On March 3, 2009, the Board of Directors of the Las Vegas Valley Water District approved the award of Bid No. 2126-08 for an annual requirements contract for Bio-Diesel and #2 Diesel Fuel to Rebel Oil Company, Inc. This agreement will provide for the purchase and delivery of bulk diesel and bio-diesel for use by the City of Las Vegas. This item is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contracts of other local governments with the authorization of the contracting vendor.

PCC: S. Kessler
POC: Gary Weinberg - (702) 382-5866

RECOMMENDATION:
That City Council approve the award of Use Agreement No. 100250-SK, Annual Requirements Contract for Bulk Diesel and Bio-Diesel Fuels to Rebel Oil Company, Inc. in the estimated annual amount of $3,000,000. The initial term will be from July 7, 2010 through February 28, 2011 to coincide with the Master Agreement, with three one-year renewal options. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Use Agreement No. 100250-SK

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 , by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and REBEL OIL COMPANY, INC. (herein the "Supplier"),

RECITALS

WHEREAS, the Supplier and Las Vegas Valley Water District (herein "Water District") have entered into that Contract dated March 3, 2009 (Bid No. 2126-08) which provides for #2 Diesel and Bio-Diesel Fuel (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the Water District; and Rebel Oil Company, Inc.

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (40 pages), and incorporated herein, except as stated in Exhibit "B" (3 pages), attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the Water District. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the Water District failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the Water District fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement and its use of the Supplier Contract for any reason whatsoever and such termination shall be effective ten (10) days after written notice is

provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and Water District.

6. Any change or modification to the Supplier Contract between the Supplier and the Water District shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Agreement.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

FOR THE SUPPLIER: Rebel Oil Company, Inc.
Gary Weinberg
2200 S. Highland Drive
Las Vegas, NV 89012
Fax # (702) 671-4175

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax #: (702) 464-5721

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

8. The Supplier agrees to maintain the insurance coverage required under the Supplier Contract for the term of this Agreement. The Supplier further agrees to provide to the City, within ten (10) days after execution of this Agreement by the City, certificates of insurance naming the City as an additional insured party thereunder for the insurance coverage under which Water District was named as an additional insured party pursuant to the requirements of the Supplier Contract.

9. Unless the content indicates otherwise, the references in the Supplier Contract to the Water District shall be understood and interpreted to refer to the City for purposes of this Agreement.

10. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-17-10
Deputy City Attorney Date

REBEL OIL COMPANY, INC.

Title of person signing

"Supplier"

City of Las Vegas
100250-SK
Bulk Diesel & Bio-Diesel Joinder with LVVWA

Exhibit A

LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BOULEVARD
LAS VEGAS, NV 89153

ADDENDUM NO. 6
BID NO. 2126-08
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL AND #2 DIESEL FUEL

Addendum No. 6 is being issued to distribute a new copy of the revised bid document to all bidders. This revised document is attached. Please destroy all previous versions to eliminate their use for your bid response. The changes made in Addendum No. 6 are highlighted as follows:

General Conditions, Page 16, Section 21 a, Escalation: B100 production cost margin pricing has been restored to this section.

General Conditions, Page 17, Section 21 c, Escalation: B100 pricing, whether for virgin oilseed feedstock or blended virgin oilseed/yellow grease feedstock, is being indexed to published figures from the Chicago Board of Trade (CBOT).

Special Conditions, Page 19, Section SC 2, Pricing Methodology for the Bid Form and Comparison for Award: This section includes the change in B100 indexing to CBOT for virgin oilseed B100 and virgin oilseed/yellow grease blended B100.

Special Conditions, Page 20, Section SC 6, Biodiesel Quality Requirements: the section contains new information concerning BQ-9000 requirements of the Regional Transportation Commission.

Special Conditions, Page 22, Section SC 10, Winter Operability and Winterization: Winter is now defined as a specific time period in this section.

Bid Form, Page 27, Part I, Items 2 and 3: the assumed index price has been changed to CBOT from OPIS. Also, in Item 3 the assumed CBOT price for B100 blended from virgin soy and yellow grease has been increased from $4.00/gallon to $5.00/gallon.

Bid Form, Page 31, Part II, Column 2 Header at the Top: Cost per mile has been corrected to cost per gallon to match the unit used to calculate delivery cost in Item 8 of Part I of the Bid Form.

Bid Form, Page 32, Part II, Column 2 Header for Row 2 and Row 2 Itself: While the rebate is based upon the aggregate volume of all users of the bid at 8,100,000 gallons/year, for comparison purposes it can only be applied to the Owner's estimated annual volume, because that is the only portion that the Owner will receive. So, the multiplier has been reduced to 375,000 gallons.

Bid Form, Page 33, Part III, Column 2 Header at the Top: Cost per mile has been corrected to cost per gallon to match the unit used to calculate delivery cost in Item 8 of Part I of the Bid Form.

Bid Form, Page 34, Part III, Column 2 Header for Row 2 and Row 2 Itself: While the rebate is based upon the aggregate volume of all users of the bid at 15,300,000 gallons/year, for comparison purposes it can only be applied to the Owner's estimated annual volume, because that is the only portion that the Owner will receive. So, the multiplier has been reduced to 375,000 gallons.

Bidders must indicate receipt of this Addendum No. 5 by executing the acknowledgement on the Bid Form on Page 33. Failure to do so may result in rejection of the bid.

Except as indicated above, the bid remains unchanged.

James R. Barber, CPSM
Purchasing Analyst

Date

LAS VEGAS VALLEY WATER DISTRICT

INVITATION TO BID
BID NO. 2126-08
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
REVISED PER ADDENDUM NO. 6

This bid will establish an annual requirements contract for Biodiesel (B100) and #2 Diesel Fuel, for the period from date of award through February 28, 2010, with four one-year renewal options. The fuel will be delivered FOB Destination, Freight Prepaid and Added, in accordance with the bid specifications and conditions. Contact James Barber, CPSM, Purchasing Analyst, at (702) 258-3881, for more information.

The bid package is available from the Las Vegas Valley Water District, 1001 S. Valley View Boulevard, Las Vegas, NV 89107. Telephone (702) 258-3200.

A second prebid conference will be held on December 5, 2008 at 8:30 a.m., at the following address:

Las Vegas Valley Water District
Fleet Services Conference Room
1001 S. Valley View Blvd.
Las Vegas, NV 89153

(DO NOT SEND BID CORRESPONDENCE TO THIS ADDRESS.)

Bids will be accepted at the Las Vegas Valley Water District address specified in the General Provisions section of this bid package **on or before December 30, 2008 at 10:16 a.m.** in the Mead 2 Conference Room.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

LAS VEGAS REVIEW JOURNAL
August 14, 2008

ADDENDUM NO. 6

GENERAL PROVISIONS

BID NO. 2126-08
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

1. INTENT OF INVITATION
In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from Bidders for the items specified in this document.

2. TERMS
The terms "Owner", "LVVWD", or "District", as used throughout this document, will mean the Las Vegas Valley Water District.

The term "Director" as used throughout this document will mean the Las Vegas Valley Water District Director of Support Services.

The term "Board" as used throughout this document will mean the Las Vegas Valley Water District Board of Directors.

3. DESIGNATED CONTACT
For questions pertaining to this Invitation to Bid please call James Barber, CPSM, Purchasing Analyst, at (702) 258-3881, or the Purchasing and Contracts Front Desk at (702) 258-3200.

4. CONTACT WITH OWNER DURING BIDDING PROCESS
Communication between a Bidder and a member of the Board or between a Bidder and a non-designated Owner contact regarding this bid is prohibited from the time the bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified in the General Provisions. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in their bid being rejected by the Board.

5. FEDERAL, STATE, LOCAL LAWS
All Bidders will comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

6. TAXES
The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000363). A copy of the tax-exempt letter is available upon request. The price(s) bid must be net, exclusive of these taxes.

7. COLLECTION AND PAYMENT OF SALES TAX
Any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS

Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that unauthorized aliens will not be employed in the performance of this contract.

9. CONFIDENTIAL/PROPRIETARY INFORMATION

The Owner is a public agency as defined by state law, and such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidders are advised that once a bid is received by the Owner, its contents will become a public record and nothing contained in the bid will be deemed to be confidential except proprietary information. Bidders shall not include any information in their bid that is proprietary in nature or that they would not want to be released to the public. Bids must contain sufficient information to be evaluated without reference to any proprietary information.

If a Bidder feels that he/she cannot submit his/her bid without including proprietary information, the Bidder must adhere to the following procedure or the bid may be recommended rejection.

Bidder must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the bid number. The envelope must contain a letter from the Bidder's legal counsel describing the documents in the envelope, representing in good faith, that the information in each document meets the definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets said definitions.

Upon receipt of a bid accompanied by such a separate sealed envelope, the Owner will open the envelope to determine whether the procedure described above has been followed.

In the event that a Bidder submits information which is marked "Confidential" or "Proprietary" and does not follow the specified procedures, the Bidder will be given the option to either retract the reference in writing within 8 hours after notification by the Owner or have their bid recommended for rejection by the Board.

Any information submitted, pursuant to the above procedure, will be used by the Owner only for the purpose of evaluating bids and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a Bidder who submits the proprietary information according to the above procedure must have its legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed as Bidder's consent to the disclosure of the information by the Owner, Bidder's waiver of claims for wrongful disclosure by Owner, and Bidder's covenant not to sue Owner for such disclosure.

Bidder also agrees to fully indemnify the Owner if the Owner is assessed any fine, judgment, court cost or attorneys fees as a result of a challenge to the designation of information as proprietary.

BIDDERS ARE WARNED THAT THE OWNER WILL CONSIDER THAT ANY DOCUMENTS SUBMITTED WITH THEIR BID THAT ARE STAMPED "CONFIDENTIAL" OR "PROPRIETARY" THAT DO NOT CONFORM TO THE ABOVE REFERENCED PROCEDURE (I.E., SUBMITTED IN A SEPARATE SEALED ENVELOPE LABELED "PROPRIETARY INFORMATION" TOGETHER WITH A LETTER FROM THE BIDDERS LEGAL COUNSEL) WILL BE OPEN TO PUBLIC REVIEW.

10. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

11. INDEMNITY

The successful Bidder agrees, by entering into this contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend and hold Owner harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend and hold harmless the Owner for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, the Owner's designated contact will issue a written addendum to all Bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

13. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically Challenged Business Enterprise (DBE), subcontractors for this contract utilizing Attachment 1. The information provided in Attachment 1 by the bidder is for the Owner's information only.

14. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Bids submitted with figures written in pencil or containing erasures are not acceptable and will be rejected. Mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid. If there are discrepancies between unit prices and extended prices, the unit price will prevail.

15. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

16. DURATION OF OFFER

All offers (bids) submitted in response to this Invitation to Bid shall be considered firm offers for the period from bid opening to award for the original term and the first renewal term in order to allow the Owner to evaluate and consider award.

17. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. No responsibility

will attach to the Owner, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids will be received until 10:15 a.m. Bids received and time-stamped at 10:16 a.m. or later, will be returned unopened to the Bidder. FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED. Bidders and other interested parties are invited to attend the bid opening.

The following are detailed delivery/mailing instructions for bids:

Hand Delivery	U.S. Mail Delivery	Express Delivery
Las Vegas Valley Water District	Las Vegas Valley Water District	Las Vegas Valley Water District
1001 South Valley View Blvd	1001 South Valley View Blvd	1001 South Valley View Blvd
Purchasing Division c/o the Main Lobby	Support Services Department	Support Services Department
Las Vegas, Nevada 89107	Purchasing Division-Mail Stop 740	Purchasing Division-Mail Stop 740
	Las Vegas, Nevada 89153	Las Vegas, Nevada 89107

Regardless of the method used for delivery, Bidders shall be wholly responsible for the timely delivery of submitted bids.

18. COLLUSION

Any evidence of agreement or collusion among Bidders and prospective Bidders, acting to restrain freedom of competition by agreement to bid a fixed price or otherwise, will render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder, in advance of the opening of the bids, made or permitted by a member of the Board or an employee or representative thereof, will void all bids received in response to this Invitation to Bid.

19. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal, is submitted to the Director in writing, or a bid release form has been properly filled out and submitted to the Support Services Department. Bids must be re-submitted and time stamped in accordance with this bid document in order to be accepted. No bids may be withdrawn for a period of 90-calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above. If a Bidder intended for award withdraws its bid, that Bidder may be deemed non-responsive for a period of three years.

20. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract terms and conditions, previous performance, facilities and equipment, availability or repair parts, experience, delivery, terms of payment, compatibility as required, other costs, and other objective and accountable factors which are reasonable. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the

successful Bidder during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the Owner may reaward this contract if the successful Bidder is found to be in breach of the contract. Reawarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

21. REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

22. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

a. Failure to use the specified Bid Form furnished by the Owner.
b. **Lack of signature by an authorized representative on the Bid Form.**
c. Failure to properly complete the Bid form.
d. Evidence of collusion among proposers.
e. Unauthorized alteration of Bid form.

Owner reserves the right to waive any minor informality or irregularity.

23. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low Bidders, and their offers are identical. This does not often occur because the bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply. If any of these areas are not identical, it is not considered a tie-bid, and Owner can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the entire bid to the winner of the draw. When a drawing is necessary, the appropriate Purchasing Analyst will contact the Bidders involved and describe the reason for the drawing. The Purchasing Analyst will indicate the time and place of the drawing and invite the Bidders to attend, but specify that attendance is not mandatory for the drawing. The Purchasing Analyst will ensure that an impartial witness will be present at the drawing.

24. PROTESTS

Any Bidder may file a notice of protest regarding the award of this bid with the District, Attn: Purchasing Manager, within 5 business days after receipt of the Notice of Intent to Award. The notice of protest must include a written statement specifically stating the reasons the Bidder filing the notice believes the applicable provisions of law were violated. The notice of protest must be accompanied by a bond from a good and solvent surety authorized to do business in the State of Nevada in an amount equal to the lesser of:

Twenty-five percent of the total value of the Bid of the Bidder filing the notice of protest; or

Two hundred fifty thousand dollars ($250,000).

A notice of protest filed in accordance with these provisions operates as a stay of action in relation to the awarding of the contract until a determination is made by the District on the protest. A Bidder who makes an unsuccessful Bid may not seek any type of judicial intervention until a determination is made regarding the protest and the contract awarded. Neither the District nor any authorized representative of the District is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder, whether or not the Bidder files notice of protest.

If a protest is upheld, the bond posted with the notice of protest must be returned to the Bidder who posted the bond. If the protest is rejected, a claim may be made against the bond by the District in an amount equal to the expenses incurred by the District because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond.

25. USE BY OTHER GOVERNMENTAL ENTITIES

Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by the successful Bidder. The local government that originally awarded the contract is not liable for the obligations of any local or state government that uses the contract.

26. DISCRIMINATION

a. The successful Bidder and his/her subcontractors shall not discriminate against employees or applicants based on race, color, religion, gender, ethnicity, disability, age, sexual orientation, national origin, or any other protected status. The successful Bidder and his/her subcontractors shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights commission setting forth these provisions.

b. The successful Bidder and his/her subcontractors further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein.

c. The successful Bidder and his/her subcontractors will comply with all local, state, and federal laws prohibiting discrimination in hiring or employment opportunities.

d. Failure to comply with the above-mentioned provisions may be cause for the Owner to declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

27. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties.

28. TERMINATION

The Owner reserves the right to terminate the contract in whole or part at any time whenever the Owner shall determine that such a termination is in the best interest of the Owner without penalty or recourse upon 30-calendar days written notice of intent to terminate. In the event that the Owner elects to terminate the contract, the termination request will be submitted to the Board, or its designee for approval.

29. PUBLIC RECORDS

The Owner 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 the Owner's records are public

records (unless otherwise declared by law to the confidential) which are subject to inspection and copying by any person. Bidders are advised that once a bid is received its contents will become a public record and nothing contained in the bid will be deemed to be confidential. Bidders shall not include any information in the bid that is proprietary in nature or that they would not want to be released to the public.

30. STATE OF NEVADA LEGAL HOLIDAYS

There are 11 legal holidays: Martin Luther King's Birthday, President's Day (Washington's Birthday observed), Memorial Day, Independence Day, Labor Day, Nevada Admission Day, Veteran's Day, Thanksgiving Day and Friday after, Christmas and New Year's Day.

31. DOCUMENT REVIEW

Bidders may visit the Support Services Department, Purchasing Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment *must* be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 258-3200 to schedule your appointment.

ADDENDUM NO. 6

GENERAL CONDITIONS
BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

1. METHOD OF AWARD
Award will be made by the Board or its authorized representative, as appropriate, to the lowest responsive and responsible Bidder for Bid Form Parts II or III, which will be composed of information taken from Part I. Award of Part II is based upon the Owner's annual use, plus any discount offered for aggregate gallonage used by Owner and all joinder users, based upon the estimate for current annual usage. Award of Part III will be handled the same as Part II, except that the aggregate usage assumes that the Regional Transportation Commission will become a joinder user of this bid. Use of Part II or Part III for award will depend upon whether or not the Regional Transportation Commission commits to cancel its current contract and use this bid when their current contract term expires on February 28, 2009. Bidders must bid on all items listed on the Bid Form in order to be considered for award. In the event that the total award amount is $50,000 or less, the Support Services Department may approve the award.

2. NOTICE OF AWARD
Award of this bid by Owner will be by the issuance of a blanket purchase order, though joinder users may exercise different forms of award. The contract shall include this Bid Document, any associated Addenda, and the Bid Form as signed by the successful Bidder.

3. AUTHORIZED REPRESENTATIVE
The individual signing the Bid Form shall submit written evidence that they have the authority to bind their company in matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

4. SECOND PREBID CONFERENCE
A second prebid conference was held for this bid on December 5, 2008. This addendum includes changes that resulted from discussion at this meeting.

5. INITIAL TERM
The initial term of this contract shall be from date of award to February 28, 2010, though startup of product delivery may be adjusted to allow for the successful Bidder's mobilization. If this occurs, existing contracts will remain in effect until cutover to the new contract.

6. CONTRACT RENEWAL
Owner reserves the option to renew this contract for four one-year periods from its expiration date.

7. CONTRACT EXTENSION
Owner reserves the option to temporarily extend this contract for periods of up to 90 calendar days each from its expiration date for any reason.

8. BIDDER'S REPRESENTATION
By submitting a bid, Bidders represent that they have read and understand the bidding documents and that the bid is made in accordance therewith, and that they have visited the site and familiarized

themselves with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. ADDITIONAL BID SUBMITTALS

Any agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection by the Board.

11. DESCRIPTIVE LITERATURE

Bidders should submit with their bids the latest printed specifications and advertising literature on the products(s) offered in their Bid.

12. INSURANCE

a. GENERAL

a. *Successful Bidder* shall not commence any Work under this Agreement until *Successful Bidder* obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve *Successful Bidder* of the obligation to achieve the schedule milestone dates as defined herein. The types of insurance to be obtained by *Successful Bidder* are Worker's Compensation, Employers' Liability, Automobile Liability, and Commercial General Liability, as outlined in the following portions of this section.

   The Workers' Compensation, Employers' Liability and Automobile Liability coverage shall be maintained for the full period of this Contract or until the Work has received final acceptance by the DISTRICT, whichever occurs later. In addition, the *Successful Bidder* shall provide Commercial General Liability coverage, including products and completed operations coverage, contractors protective liability coverage and blanket contractual liability coverage for two years following final acceptance of the Work by the DISTRICT.

b. Nothing contained in these insurance requirements is to be construed as limiting the extent of *Successful Bidder*'s total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of *Successful Bidder*'s operations under this Agreement.

c. *Successful Bidder* indemnifies and saves harmless and defends the District, its directors, officers, and employees against any and all claims arising out of *Successful Bidder*'s services or work including (without limitation) any claims, liability, loss, damage, cost, expense, award, fine or judgment arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects or arising by reason of the *Successful Bidder*'s negligent act or omission, except to the extent those losses are solely caused by the District, its directors, officers and employees.

d. WORKERS' COMPENSATION INSURANCE. *Successful Bidder* shall procure and maintain such insurance and see that its subcontractors/subconsultants purchase and maintain such

insurance as is required under the Nevada Industrial Insurance Act, Nevada Revised Statutes Chapters 616 and 617, for all of its employees working on the Agreement to protect the DISTRICT from any industrial insurance claims.

In the event any class of employees engaged in any Work on the Agreement relative to this Agreement is not protected under the Nevada Industrial Insurance Act then the *Successful Bidder* shall provide to the DISTRICT, adequate insurance coverage in a form and by an insurance carrier satisfactory to the DISTRICT for the protection of such employees.

In the event *Successful Bidder* is permissibly self-insured for Workers' Compensation insurance in the State of Nevada, *Successful Bidder* shall deliver to the DISTRICT a copy of the Certificate of Consent to Self-Insure issued by the State of Nevada.

e. COMMERCIAL GENERAL LIABILITY INSURANCE. *Successful Bidder* shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but not be limited to, commercial general liability, completed operations and product liability, protective liability, blanket contractual liability, and broad form property damage. The Commercial General Liability Insurance policy shall be written for limits as outlined under u. The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may arise out of or in connection with the activities under this Agreement.

f. AUTOMOBILE LIABILITY INSURANCE. *Successful Bidder* shall procure and maintain, at its own expense, automobile liability insurance limits as set forth in u. written on a combined single limit basis for bodily injury and property damage including all owned, leased, hired or non-owned motorized vehicles and apparatus and shall indicate these coverages on the Certificate.

g. By endorsement (I.S.O. Form CG 20 10 11 85 or its equivalent), the District shall be included as an additional insured under the Commercial General and Automobile Liability Insurance policies as to bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property of persons which may arise out of or in connection with activities under the Agreement.

h. By endorsement (I.S.O. Form CG 24 04 11 85 or its equivalent), *Successful Bidder*'s Automobile Liability, Commercial General Liability and Workers' Compensation insurance carriers shall waive their transfer rights of recovery (waiver of subrogation) against the District.

i. The additional insured and waiver of subrogation endorsements shall read as follows:

> *The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers, and employees individually and collectively; when acting within the scope of their employment.*

j. The *Successful Bidder*'s Workers' Compensation insurance shall be written with a Property and Casualty Insurance company admitted to do business in the State of Nevada and rated A- or better and Class V or higher of financial size category in the current issue of Best's Key Rating Guide.

The *Successful Bidder*'s Automobile Liability and Commercial General Liability shall be written with Property and Casualty Insurance companies admitted to do business in the State of Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.

In the event any of the *Successful Bidder*'s insurance companies are not admitted to write business in the State of Nevada, then *Successful Bidder* will furnish evidence of insurance with insurance companies that are rated A- or better and Class IX or higher of financial size category in the current issue of Best's Key Rating Guide for each coverage written with a non-admitted carrier.

k. All insurance provided by the *Successful Bidder* shall be considered primary as respects to the DISTRICT's insurance and any similar insurance maintained by the DISTRICT shall be considered excess and non-contributory.

l. The cost of any claims under any policy(ies) with deductibles and/or self-insured retentions will be the sole responsibility of the *Successful Bidder*.

m. If *Successful Bidder* fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the District shall have the right, if the District so chooses, to procure and/or maintain the said insurance for and in the name of *Successful Bidder* with the District as co-insured and *Successful Bidder* shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event *Successful Bidder* fails to pay cost, the District hereby has the right of set off any sums from the compensation set forth in this agreement and directly pay for such coverage.

n. With respect to any and all insurance required of the *Successful Bidder* under this section of the Agreement, the deductible shall not exceed $50,000 without the prior written approval of the District.

o. At the time of executing this Agreement and before commencement of the Work, *Successful Bidder* shall have delivered to the District Certificates of Insurance and additional insured and waiver of subrogation endorsements, in a form acceptable to the DISTRICT, evidencing the insurance required by this Contract. Such certificates shall include the full name and address of the *Successful Bidder* and provide that the DISTRICT shall receive a 30-day advance written notice of cancellation, non-renewal or material change in the coverage provided by the *Successful Bidder* 's insurance policies. Any deductible or self-insured retention maintained by the *Successful Bidder* shall be indicated on the certificate. All certificates and endorsements must be signed and dated by a Nevada Resident Agent.

p. *Successful Bidder* agrees that, upon request from the DISTRICT, *Successful Bidder* shall provide a certified true copy of all policies required hereunder, including all endorsements requested herein.

q. Renewal certificates and related endorsements will be provided to the DISTRICT not later than 15 Days prior to the expiration date of the then current coverage.

r. Nevada Revised Statute 680A.300 requires that all insurance written outside the State of Nevada must be countersigned by a *Licensed Nevada Resident Agent.*

s. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution, which the District may have in law, in equity, or otherwise and shall survive the completion of the work performed under this Agreement.

t. It is *Successful Bidder's* sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, *Successful Bidder* shall not be relieved of its duty to perform, indemnify, defend and hold harmless the District and all others concerned herein nor shall the District and all concerned herein

be liable to *Successful Bidder* or any others in the event *Successful Bidder's* insurance, as accepted by the District, fails to meet the full requirements herein.

u. The amount of insurance required to be carried by *Successful Bidder* and each Subcontractor is based on the total Contract price as follows:

Value of Contract	Coverage	Limits of Liability
$25,000 to $1,000,000	General Liability Automobile Liability Workers' Compensation Employers' Liability	$1,000,000 per occurrence $2,000,000 aggregate $1,000,000 per occurrence Statutory $500,000
$1,000,000 to $5,000,000	General Liability Automobile Liability Workers' Compensation Employers' Liability	$2,000,000 per occurrence $4,000,000 aggregate $2,000,000 per occurrence Statutory $500,000
$5,000,000 to $10,000,000	General Liability Automobile Liability Workers' Compensation Employers' Liability	$3,000,000 per occurrence $5,000,000 aggregate $3,000,000 per occurrence Statutory $1,000,000

v. INSURANCE SUBMITTAL

Upon request, Successful Bidder(s) shall submit all required Insurance Documentation to: Las Vegas Valley Water District, Attn: Wayne Bergstrom, Risk Manager, 1001 South Valley View Boulevard, Las Vegas, NV 89153 not later than 15-calendar days after receipt of such request.

13. FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

14. DELIVERY REQUIREMENTS

a. Locations, Hours, and Tank Volumes: Deliveries shall include the locations specified below, and other locations may be identified:

LVVWD

1001 S. Valley View Boulevard

(Use Alta Drive Gate), Las Vegas, NV. 89107

Hours: 7:30 AM to 3:30 PM, or as scheduled;

2 Tanks: 10,000 Gallons each;

1 Tank: 5,000 Gallons

SNWS

243 Lakeshore Road, Boulder City, NV 89005

Hours: 7:30 AM to 3:00 PM, or as scheduled

2 Tanks: 4,000 Gallons each, at pump island

2 Tanks: 1,000 Gallons each, for generators. One tank is underground and in use, and the other is a belly tank not currently in use.

SNWA RANCH PROPERTY

Wahoo Ranch

93 North to approx. 45 Miles south of Ely to

Shoshone Road (SR 894) East 6.5 miles

Hours: 7:00 AM to 4:00 PM, or as scheduled;

1 Tank: 10,000 Gallons

b. Maximum Delivery Time: Maximum delivery time is 24 hours after receipt of order. Failure to offer a delivery time within the maximum number of hours specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

c. Force Majeure: The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

d. Inbound and Outbound Delivery: The inbound freight cost of getting all fuel products to the Las Vegas Valley shall be included in each bidder's margin entries on Items 1, 2, and 3 of the Bid Form. The outbound freight charges from the bidder's Las Vegas Valley facility to the end user will be entered into Item 8 of the Bid Form. Delivery is F.O.B. destination, in that the successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination, including unloading.

e. Partial Shipments: Partial shipments will be permitted.

f. Failure to Deliver: In the event that the successful Bidder fails to deliver the product in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product from the supplier with the next lowest bid in turn until a bidder is found who can comply with the terms and conditions of the contract. If this is not practical or possible, the Owner may source the product from another supplier who did not respond to the bid. If the product is procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier. If the successful Bidder is unable to restore performance of the contract in accordance with the terms and conditions within a reasonable period, the Owner may elect to re-award the contract to the next lowest bidder in turn until a bidder is found who can comply with the terms and conditions of the contract.

g. Noncompliant Fuel: The successful Bidder shall replace, at no cost to the Owner and within 24 hours after notice, any fuel that does not meet specifications. This shall include removal and replacement of any noncompliant fuel, including any and all associated costs for the exchange. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay the Owner any difference between the bid price and the price paid to the other supplier.

h. Submittal Of Usage Reports: The successful Bidder shall submit a usage report within 30 calendar days following the end of any contract term. The report shall list all items purchased by Owner for the period, including all specified and non-specified bid items. The report shall be

submitted in duplicate to the designated contacts as identified in this document. The report shall list the manufacturer's part number, description, and quantity purchased for the period.

15. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices. *For informational purposes only, for the period from July 1, 2007 through June 30, 2008, total aggregate usage by the Owner and all joinder users of the current bid was 984,793 gallons of B100 and 7,172,873 gallons of #2 diesel.*

16. PURCHASE ORDERS

The Purchasing Division will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) offered.

17. INVOICING

Invoices for fuel are to be sent to the location as identified in the purchase order(s) within three business days of a fuel drop. Payment of invoices will be made within 20 calendar days if the Owner's default payment terms apply, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

The successful Bidder is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible for a period of 3 years.

The successful Bidder shall put the applicable purchase order number on all invoices.

18. INVOICE AUDITS

The successful Bidder shall provide to the Owner, within 14-calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the successful Bidder's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by the Owner's using department(s) and Finance Department. Discrepancies found in the report will require the successful Bidder to update the report no later than 7-calendar days after notification by the Owner. In the event that the successful Bidder undercharged the Owner, the Owner shall reimburse the successful Bidder within 14-calendar days. In the event that the successful Bidder overcharged the Owner, the successful Bidder shall reimburse the Owner within 14-calendar days. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible when responding to future invitations to bid.

19. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of the Owner.

20. WARRANTY

The successful Bidder shall be responsible for any damage caused by fuel not meeting specifications that results in contaminated storage tanks, clogged pump or vehicle filters, damaged vehicle fuel systems or

engines, and damage to fuel infrastructure. Remedies will include, but not be limited to, parts, labor, tank cleaning, towing, and vehicle downtime.

21. ESCALATION

a. Charges Not Linked to Index Pricing---B100 Production Cost Margin Pricing, Small Delivery Surcharges (Bid Form Items 4 to 7), Delivery Charges (Bid Form Items 8A-8D), and Winterization (Bid Form Item 10):

During the life of the contract, there may be a price change. In the event of a decrease, Owner shall receive benefit of this change. In the event of an increase, Owner may allow, upon presentation of all necessary suitable proof and 30 calendar days written notification, an increase over bid price. ***The 30-day clock for approval of an increase request will not start until notice and all proof documentation are received by the Owner's designated contact.*** Increases will apply only to products or services affected by an increase in raw material, labor, or another like cost factor. The successful bidder's profit margin percentage cannot increase as a result of a granted increase request. Margin pricing is defined as including production cost and profit margin, and the increases granted are adjustments for increases in production cost only. For the original term and each renewal period, two increase requests for B100 production cost margin pricing and two increase requests for delivery charges will be considered jointly or separately. Price increases shall not be retroactive. All written escalation requests shall be sent to the Owner's designated contacts as specified in this bid document. The number of increase requests to be considered may be revised in response to extenuating market conditions as determined at the sole discretion of the Owner.

b. Price for Tax-Exempt Dyed Ultra-Low-Sulfur Diesel (ULSD) #2: During the life of this contract, the gross unbranded low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market for ULSD #2 will change, but the markup or discount (margin price) applied to the gross unbranded low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market will remain firm. OPIS publications will be furnished weekly in an electronic format throughout the contract, and submitted to the designated contacts specified by the Owner. Pricing shall be based upon the gross unbranded low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market in effect on the date that an order is delivered. Pricing for the date of delivery shall be taken from the previous Thursday's gross unbranded low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market, and shall be in effect from 12:01 a.m. on the Saturday morning after the aforementioned Thursday OPIS newsletter is published, through 11:59 p.m. on the following Friday night. The Owner and any or all joinder users of this bid may elect to purchase ULSD without any biodiesel content.

c. Price for B100 Products from Virgin Oilseed Feedstocks and Yellow Grease Feedstocks: During the life of this contract, the cost for soybean oil (cents per pound at 7.5 pounds per gallon) published by the Chicago Board of Trade (CBOT) (www.cbot.com) for each working day of the month will be added up and divided by the number of working days that offered published cost data for that month. (See Exhibit A for a sample page from the CBOT website for September 27, 2008). The column of pricing to be used is the "Settle" column, and the row to be used is the month that is two months ahead of the month for which figures are being gathered and averaged. In this example, figures would be added up and averaged for the month of August of 2008 to price B100 delivered to the Owner in October of 2008. The markup or discount (margin price) applied to the CBOT price will remain firm. Averaged CBOT cost data for a given month will be furnished within ten working days following the end of that month to the Owner and all joinder users of this bid by electronic mail. A weblink or scanned documentation shall be included in this monthly electronic mail message to substantiate the CBOT price for audit purposes. *The CBOT figures for virgin soybean oil will be used to index both virgin soybean oil and yellow grease feedstocks*. The Owner and any or all joinder users of this bid may elect to purchase ULSD without any biodiesel content.

22. VENDOR'S STOCK

The successful Bidder shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

23. TERMS OF PAYMENT

Owner's standard payment terms are 2%, TWENTY -calendar days. 2% will be deducted from the bid price, and the remittance will be processed for payment 20 calendar days following whichever is later: receipt of goods and/or services, and receipt of a correct invoice.

It is understood that bidders who do not submit a response to the payment terms' section listed on the Bid Proposal Page accept the Owner's standard terms of 2%, twenty calendar days. Bidders who wish to offer alternate payment terms shall fill-out the payment terms section on the Bid Proposal Page.

Discounts offered for prompt payment will be taken into consideration during bid evaluation to determine the lowest offer. Alternative terms offered by the bidder of less than 20 days will be rejected and the Owner's standard terms of 2% 20 days will be used in the bid evaluation and any subsequent award.

Invoices for bid items are to be sent to the location identified on the purchase order(s). Invoices will be processed for payment after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

24. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free number for the placement of orders.

25. ALTERNATE BIDS

Alternate bids are not acceptable and will be rejected by the Owner. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications.

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ADDENDUM NO. 6
SPECIAL CONDITIONS
BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL

SC. 1 BACKGROUND AND DEFINITIONS

Pure biodiesel (B100) is an alternative fuel that can be made from vegetable oil, (e.g. soybean plants, rapeseed plants, other virgin oilseed plants), or yellow grease. Biodiesel fuel can run any diesel engine. Biodiesel Blend is pure biodiesel (B100) blended with petroleum diesel. B20 and B5 are the designations for the biodiesel blend required by this bid; the B20 will consist of 20% pure biodiesel (B100) blended with 80% ULSD #2. B5 will consist of 5% pure biodiesel (B100) blended with 95% ULSD #2. **All ULSD #2 furnished by the successful Bidder shall be dyed red to indicate that it is exempt from Federal excise taxes. B100 must be injected into B20 or B5 blends at the rack, or it must be splash blended.**

SC. 2 PRICING METHODOLOGY FOR THE BID FORM AND COMPARISON FOR AWARD

The contract price for each delivery of biodiesel blend is composed of five elements: a price per gallon for pure biodiesel (B100), a price per gallon of ULSD #2, a delivery charge per gallon, all required taxes and fees, and a small order delivery surcharge, as applicable. It is most likely that the delivered product will be either B20, composed of 80% ULSD #2 and 20% pure biodiesel (B100), or B5, composed of 95% ULSD #2 and 5% pure biodiesel (B100), though *users of this bid may mix B100 and ULSD #2 together in any ratio, including 100% ULSD #2 or 100% B100, as long as any blend selected would comply with the technical specifications. Pricing will be calculated according to the percentage of products used in each blended gallon.*

The gross unbranded low posting from the weekly OPIS bulletin for the Las Vegas market for ULSD #2 will be used to calculate the successful bidder's invoice price for the diesel fuel portion of all biodiesel blend purchased. Pricing for B100 made exclusively from virgin oilseed feedstock and B100 made from a blend of virgin oilseed feedstock and yellow grease feedstock will be indexed to Chicago Board of Trade pricing as described in Section 21 c. of the General Conditions.

All pricing information for products, taxes, delivery charges, and aggregate volume-based rebates will be included in Part I of the Bid Form. Portions of this information will be placed in Parts II and III of the Bid Form for the purpose of comparing bids according to estimates of the Owner's projected annual usage, with consideration for any rebate offered based upon aggregate usage of the Owner and all joinder users.

An assumed gross unbranded low posting from the weekly OPIS bulletin for the price per gallon of ULSD #2 has been entered on the Bid Form, as have assumed figures for B100 from virgin oilseed exclusively and B100 from a blend of virgin oilseed and yellow grease. The competition for this bid is based on entries for: 1) the margin price per gallon of ultra low sulfur diesel #2, 2) the margin price per gallon for B100 from virgin oilseed feedstock exclusively, including any tax credits, 3) the margin price per gallon for B100 from a blend of virgin oilseed and yellow grease feedstocks, including any tax credits, 4) the delivery charges per gallon, 5) a small order delivery surcharge, as applicable, for the bid items as listed, and 6) any rebates based upon aggregate volume of contract usage by all participants. Any anticipated discount to the OPIS gross unbranded low posting would be reflected by a lesser margin price per gallon of ULSD#2. For the purposes of evaluation, the award will assume use of B20, as is the current practice at the District, though the blend actually used by the District is subject to change.

SC. 3 TEMPERATURE ADJUSTMENT

Product shall be delivered temperature-adjusted, according to applicable industry and or regulatory standards, when quantities exceed 5,000 gallons.

SC. 4 LABORATORY TESTS AND ANALYSIS

Independent laboratory tests and analysis may be required by the Owner for the product furnished in accordance with this bid. The product sample(s), taken at the time of delivery, will be sent to a laboratory of the Owner's choice for test and analysis. The successful bidder shall send the sample to the laboratory and be responsible for the preliminary payment of the analysis. If the analysis confirms that the product complies with the specifications, the Owner pays for the tests. If the results of such test and analysis reveal that the samples submitted do not meet the stated specifications, the successful Bidder shall bear the cost of such test analysis and replace all sub-standard biodiesel blend delivered. The results of the test shall be furnished to the Owner within ten working days from the day the sample was taken. Delivery of fuel that fails to meet specifications may result in termination of the contract by the Owner.

SC. 5 PIPELINE SPECIFICATION REPORT

A copy of the Pipeline Specification Report for ULSD #2 shall be submitted with the bid. The report must be representative of the actual fuel that will be delivered for this contract.

SC. 6 BIODIESEL QUALITY REQUIREMENTS

Biodiesel must comply with ASTM D6751 and the other quality standards listed in this bid for B100 blend stock for distillant fuels. B5 supplied must comply with ASTM D975-08a and B6 through B20 blends must comply with ASTM D7467-08. As all of these standards are revised, bidders will be required to meet the revised ASTM standards. BQ-9000 certification is preferred, but not required, for the members of the Biodiesel Users Group who are using the current contract or the one that will be awarded pursuant to this bid. These users presently include the City of Henderson, the City of Las Vegas, Clark County, the Clark County School District, the Clark County Water Reclamation District, the Las Vegas Valley Water District, and McCarran International Airport. If the Regional Transportation Commission (RTC) decides to become a joinder user under this bid, they intend to use a B5 fuel blend. The RTC no longer requires the use of BQ-9000-certified marketers and producers of B100 for B5. It is possible that the RTC could reinstate this requirement if future government regulations require the RTC to use a biodiesel blend ratio of B6 or greater.

Biodiesel must (1) meet or exceed all Original Equipment Manufacturer's (OEM's) diesel engine fuel specifications, (2) be an acceptable fuel for use in all diesel engines and must not compromise the manufacturer's engine warranty, and (3) be an approved alternative fuel by Federal Regulations and must be an approved alternative fuel for the State of Nevada.

Biodiesel must have necessary stabilizer/dispersant with moisture control/detergent that biodiesel blends require in summer use. Clarifiers and biocides shall be included as needed to maintain fuel quality. Unless specified by this bid, other additional additives must be approved and authorized by the owner prior to delivery.

Owner or joinder users of this bid may elect to require the successful Bidder to provide a sample in a clear container for each compartment upon arrival at the dump station. Approval of the sample, based upon clarity of the product, is required before unloading begins.

Biodiesel may be produced from the feedstocks listed in the Bid Form, but the product delivered must be priced to correspond to the feedstock used.

SC. 7 NATIONAL BIODIESEL BOARD-MEMBER FUEL PRODUCERS/MARKETERS

The National Biodiesel Board lists fuel producers/marketers on its website: (www.biodiesel.org.)

SC. 8 DELIVERY CHARGES (BID FORM ITEM 8)

Fuel deliveries within 35 miles of the supplier's address entered in Item 8 qualify for the base freight rate per gallon indicated in Item 8A. Additional charges beyond this base rate may be entered for Items 8B, 8C, and 8D. Any deliveries to any locations that are less than 4,000 gallons qualify for the delivery charges bid for Items 4 through 7.

The Metro Area is defined by the area and/or locations that have Las Vegas, North Las Vegas, Henderson or Boulder City zip codes.

For example, if a delivery of 5,000 gallons is required in the Metro Area that is 45 miles from the supplier's departure point, the charges in Item 8A cover the first 35 miles, and the charges in Item 8B apply for the incremental 10 miles: 45-35=10.

For incremental charges for locations outside of the Metro Areas but still in Clark County (e.g. Jean, Lee Canyon, Mount Charleston, etc.) the per-gallon charge for one-way mileage is entered in Item 8C.

For incremental charges for locations outside of Clark County (e.g. the Wahoo Ranch in White Pine County), the per-gallon charge for one-way mileage is entered in Item 8D.

SC.9 REBATES FOR LARGE AGGREGATE QUANTITIES OF BIODIESEL (B100) AND #2 DIESEL (BID FORM ITEM 9)

Items 9A to 9P are provided for the entry of a rebate per gallon of delivered B100 and #2 diesel delivered to the Owner and all joinder users of this bid during each of the five renewal terms. These rebates will be issued to all users in the form of a check or a credit, as selected by the Owner and each joinder user, within 30 days of the end of a renewal term.

For example, assume the successful bidder enters a $.01 discount for all entries in Items 9A to 9M. If a joinder user orders and receives a total of 500,000 gallons of B100 and #2 diesel during a bid renewal term, and the aggregate volume of usage is sufficient enough to qualify for the volumes specified in Items 9A and above, that entity would receive a rebate check or a credit for $5,000.00 at the end of the renewal term.

SC.10 WINTER OPERABILITY AND WINTERIZATION

The cold filter plug point (CFPP) of the blended biodiesel products, whether the B100 portion is made from all virgin oilseed or a virgin oilseed/yellow grease blend, shall be as follows:

For B5: at least 5 Degrees Fahrenheit or below
For B20: at least 10 Degrees Fahrenheit or below

The final item of the Bid Form, Item 10, provides for an entry of the applicable associated cost per gallon of delivered product for winterization of the biodiesel blend and #2 diesel fuel. This item is not part of the bid evaluation. For the purposes of this section, winter is defined as the period from November 1st to March 31st of any contract term.

SC.11 SECURITY PROCEDURES

The vendor shall notify the Owner at (702) 258-3182 for LVVWD deliveries, for deliveries to SNWS the vendor shall notify the Owner at (702) 567-2056 before the truck departs the terminal and supply the name of the driver and the estimated time of arrival. This will allow our receiving personnel to match the driver with the photo identification upon arrival at the facility.

All cargo tanks will be sealed with a security tag. The tag serial number, along with the tanker number, will be faxed to the Owner at (702) 258-7179 for LVVWD deliveries for deliveries to SNWS (702) 564-4192, after the delivery truck has been loaded and is ready for shipment.

The manifest will contain all of the same information previously supplied to the Owner, including serial number, tanker number, driver identification etc.

SC.12 DELIVERY AND INVOICE PRICING INFORMATION

By 4:00 p.m. of the Successful Bidder's following business day upon which one or more deliveries of biodiesel blend or #2 diesel occurs, the successful bidder must supply pricing information for the product to include pricing for ULSD #2, pure biodiesel (B100), and all applicable taxes, fees, and delivery charges. This information may be supplied by fax or email.

SC.13 GOVERNMENT FUEL TAXES AND FEES

The owner is responsible for applicable fuel taxes and fees imposed by federal, state or local governments either prior to or during the term of the bid. Presently, the District pays the following fees per gallon for red dyed #2 diesel fuel: California Spill Fee, $0.00119; Federal Spill Fee, $0.00119, LUST Fee, $0.001; and Nevada Petroleum Cleanup Fee, $0.0075.

ADDENDUM NO. 6
TECHNICAL SPECIFICATIONS
BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

Name of Firm

INTENT: It is the intent of these specifications to provide biodiesel (B100) and #2 diesel that will conform to these specifications, and be suitable for continuous use by the Owner. The fuel offered shall be a new product in accordance with the limits stated below.

The successful bidder shall comply with all applicable Federal, State of Nevada, and local government laws and regulations concerning emission control, spill control, hazardous material control, and safety standards in effect at the time of delivery to the Owner.

All bidders are required to fill out the chart indicating the specifications/limits for the Biodiesel (B100) product that they will be offering. In addition, all bidders are required to include with their bid a certificate of analysis for the Biodiesel (B100) product that they will be offering.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

BIDDERS ARE REQUIRED TO RETURN THIS TECHNICAL SPECIFICATION SECTION WITH AN ENTRY IN THE RIGHT HAND "FACTORS/COMPOSITION" COLUMN, THAT DESCRIBES THEIR PRODUCT ACCORDING TO THE SPECIFICATIONS/LIMITS IN THE LEFT HAND COLUMN.

SPECIFICATIONS/LIMITS

ULTRA-LOW-SULFUR DIESEL #2	FACTORS/COMPOSITION
GRAVITY, API@60 degrees F, 30	
VISCOSITY, Kinematic cST @ 100 degrees EF (40EC), 1.0 to 4.1	
FLASH POINT, Min EF (40EC), 125(52)	
SULFUR CONTENT, PPMW Max 15	
CETANE NUMBER, Min. 40	

ULTRA-LOW-SULFUR DIESEL #2 (Cont'd)	FACTORS/COMPOSITION
CLOUD POINT, 10 EF (6EC) below the lowest expected fuel temperature to prevent clogging of fuel filters by crystals	
WATER AND SEDIMENT, % Max., 0.05 ACCELERATED STABILITY TOTAL INSOLUBLES, mg/100ml, Max. 1.5	
CARBON RESIDUE on 10%, Max. 0.35	
ASH, weight %, Max. 0.01	
DISTILLATION Temperature, EF (EC) IBP, Typical #, 375 (191) 10% Typical #, 430 (221) 50% Typical #, 510 (256) 90% +, 625 (329) Max. End Point # 675 (357) Max.	

SPECIFICATIONS/LIMITS

BIODIESEL (B100)	FACTORS/COMPOSITION
FLASH POINT: 100.0 degrees C	
WATER & SEDIMENT: 0.010 max, % vol	
KINEMATIC VISCOSITY, 40 C: 1.9 – 6.0, mm x mm/sec	
SULFATED ASH: 0.020 max, % mass	
SULFUR: 0.05 max, %mass	
COPPER STRIP CORROSION: No. 3 max	
CETANE: 40 min	
CLOUD POINT: report to customer, degrees C	
CARBON RESIDUE	

ACID NUMBER: 0.35 max, mg KOH/gm	
TOTAL GLYCERIN: 0.180 max, % mass	
BIODIESEL (B100) Cont'd.	FACTORS/COMPOSITION
DISTILLATION IPB 5% - 95%	
ADDITIVES	

LAS VEGAS VALLEY WATER DISTRICT

_____

Name of Firm

ADDENDUM NO. 6

BID FORM

BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
PART I, PRICE LISTING

This Bid Form is submitted in response to the Owner's Invitation To Bid and is in accordance with all conditions and specifications in this document.

Item No.	Description	(A) Estimated Qty. (Gallons)	(B) Assumed OPIS Price	(C) Margin Price (+ or -)		Extended Total A x (B+/-C)
1.	ULTRA-LOW-SULFUR DIESEL #2, UNBRANDED	300,000	$5.00	$_____		$_____
Item No.	**Description**	**Estimated Qty. (Gallons)**	**Assumed CBOT Price**	**(C) Margin Price (+ or -)**	**(D) Buyer's FET Credit/ Gal**	**Extended Total A x (B+/-C-D)**
2.	PURE VIRGIN OILSEED-BASED BIODIESEL (B100),	52,500	$5.00	$_____	($)	$ _____
Item No.	**Description**	**Estimated Qty. (Gallons)**	**Assumed CBOT Price**	**(C) Margin Price (+ or -)**	**(D) Buyer's FET Credit/ Gal**	**Extended Total A x (B+/-C-D)**
3.	VIRGIN OILSEED & YELLOW GREASE BLENDED BIODIESEL (B100),	22,500	$5.00	$_____	($)	$ _____
4.	SMALL DELIVERY SUR-CHARGE, 500 GALLONS OR LESS					$_____ Per Gal.
5.	SMALL DELIVERY SUR-CHARGE, 501 TO 1,000 GALLONS					$_____ Per Gal.

Item No.	Description					
6.	SMALL DELIVERY SUR-CHARGE, 1,001 TO 2,000 GALLONS					$_____ Per Gal.
7.	SMALL DELIVERY SUR-CHARGE, 2,001 TO 4,000 GALLONS					$_____ Per Gal.

ITEM 8.

ADDITIONAL INFORMATION

ENTER THE FINAL ADDRESS IN THE LAS VEGAS METRO AREA FROM WHICH THE BIODIESEL (B100) OR #2 DIESEL TANKER DEPARTS FOR A DELIVERY TO EITHER LVVWD OR SNWS: _____ _____ _____ _____ _____	ENTER CHARGES PER GALLON FOR DELIVERY OF BIODIESEL (B100) OR #2 DIESEL FROM SUPPLIER'S DEPARTURE POINT AS INDICATED BELOW. THESE CHARGES ARE BASED ON THE ONE-WAY TRAVEL FROM THE ADDRESS IN ITEM 8. 8A. $_____ PER GALLON BASE RATE FOR ALL DELIVERIES OF UP TO 35 MILES. 8B. $_____ PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 8A ABOVE FOR DELIVERIES BEYOND 35 MILES IN THE LAS VEGAS METROPOLITAN AREA. 8C. $_____ PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 8A ABOVE FOR DELIVERIES OUTSIDE THE LAS VEGAS METROPOLITAN AREA BUT WITHIN CLARK COUNTY, E.G., LEE CANYON, LAUGHLIN, JEAN 8D. $_____ PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 8A ABOVE FOR DELIVERIES OUTSIDE OF CLARK COUNTY, E.G., DISTRICT RANCH SITES IN WHITE PINE COUNTY.

ITEM 9. **REBATES PER TOTAL GALLONS OF B100 AND #2 DIESEL DELIVERED DURING EACH CONTRACT RENEWAL TERM**		**REBATE PER GALLON**
4,000,001 TO 5,000,000 GALLONS		9A. $_____

ITEM 9. (Cont'd) REBATES PER TOTAL GALLONS OF B100 AND #2 DIESEL DELIVERED DURING EACH CONTRACT RENEWAL TERM		REBATE PER GALLON,
5,000,001 TO 6,000,000 GALLONS		9B. $_____
6,000,001 TO 7,000,000 GALLONS		9C. $_____
7,000,001 TO 8,000,000 GALLONS		9D. $_____
8,000,001 TO 9,000,000 GALLONS		9E. $_____
9,000,001 TO 10,000,000 GALLONS		9F. $_____
10,000,001 TO 11,000,000 GALLONS		9G. $_____
11,000,001 TO 12,000,000 GALLONS		9H. $_____
12,000,001 TO 13,000,000 GALLONS		9I. $_____
13,000,001 TO 14,000,000 GALLONS		9J. $_____
14,000,001 TO 15,000,000 GALLONS		9K. $_____
15,000,001 TO 16,000,000 GALLONS		9L. $_____

16,000,001 TO 17,000,000 GALLONS		9M. $_____
17,000,001 TO 18,000,000 GALLONS		9N. $_____
18,000,001 TO 19,000,000 GALLONS		9O. $_____
19,000,001 TO 20,000,000 GALLONS		9P. $_____
ITEM 10.	**PRICE PER GALLON, DIESEL**	**PRICE PER GALLON, PURE BIODIESEL**
ENTER THE CHARGE PER GALLON FOR WINTERIZATION OF DELIVERED FUEL	$_____	$_____

LAS VEGAS VALLEY WATER DISTRICT

_____
Name of Firm

ADDENDUM NO. 6

BID FORM

BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL PART II, PRICE COMPARISON FOR AWARD (AT 8,100,000 AGGREGATE GALLONS/YEAR)

All figures for Part II must be taken from pricing listed in Part I.

TOTAL ESTIMATED GALLONS OF #2 DIESEL PER YEAR	TOTAL PRICE PER GALLON	EXTENSION
300,000	$_____	$_____
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED-BASED B100 PER YEAR (SOY FOR PART II)	**TOTAL PRICE PER GALLON**	**EXTENSION**
52,500	$_____	$_____
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED/YELLOW GREASE BLENDED B100 PER YEAR	**TOTAL PRICE PER GALLON**	**EXTENSION**
22,500	$_____	$_____
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO MAIN CAMPUS AT 10,000 GALLONS AVERAGE PER LOAD	**COST PER GALLON**	**EXTENSION**
321,000	$_____	$_____
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO SNWS (LAKE MEAD) AT 3,500 GALLONS AVERAGE PER LOAD, INCLUDING SMALL DELIVERY SURCHARGE	**COST PER GALLON**	**EXTENSION**
34,000	$_____	$_____

DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO WAHOO RANCH AT 8,000 GALLONS AVERAGE PER LOAD	COST PER GALLON	EXTENSION
20,000	$_____	$_____
REBATE FOR AGGREGATE ANNUAL VOLUME OF OWNER AND JOINDER USERS AT 8,100,000 GALLONS/YEAR, AS PER BID FORM PART I, ITEM 9E	**REBATE PER GALLON**	**EXTENSION**
375,000 GALLONS	($_____)	($_____)
TAXES AND FEES	**RATE PER GALLON**	**EXTENSION**
375,000 GALLONS	$0.01088	$ 4,080.00
GRAND TOTAL:		$_____

_____
Name of Firm

ADDENDUM NO. 6
BID FORM
BID NO. 2126-08
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
PART III, PRICE COMPARISON FOR AWARD
(AT 15,300,000 AGGREGATE GALLONS/YEAR)

All figures for Part III must be taken from pricing listed in Part I.

TOTAL ESTIMATED GALLONS OF #2 DIESEL PER YEAR	TOTAL PRICE PER GALLON	EXTENSION
300,000	$_____	$_____
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED-BASED B100 PER YEAR (SOY FOR PART II)	**TOTAL PRICE PER GALLON**	**EXTENSION**
52,500	$_____	$_____
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED/YELLOW GREASE BLENDED B100 PER YEAR	**TOTAL PRICE PER GALLON**	**EXTENSION**
22,500	$_____	$_____
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO MAIN CAMPUS AT 10,000 GALLONS AVERAGE PER LOAD	**COST PER GALLON**	**EXTENSION**
321,000	$_____	$_____
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO SNWS (LAKE MEAD) AT 3,500 GALLONS AVERAGE PER LOAD, INCLUDING SMALL DELIVERY SURCHARGE	**COST PER GALLON**	**EXTENSION**
34,000	$_____	$_____

DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO WAHOO RANCH AT 8,000 GALLONS AVERAGE PER LOAD	COST PER GALLON	EXTENSION
20,000	$_____	$_____
REBATE FOR AGGREGATE ANNUAL VOLUME OF OWNER AND JOINDER USERS AT 15,300,000 GALLONS/YEAR, AS PER BID FORM PART I, ITEM 9L	**REBATE PER GALLON**	**EXTENSION**
375,000 GALLONS	($_____)	($_____)
TAXES AND FEES	**RATE PER GALLON**	**EXTENSION**
375,000 GALLONS	$0.01088	$ 4,080.00
GRAND TOTAL:		$_____

ATTACHMENTS TO BID PROPOSAL SUBMISSION:

1. Copy of Technical Specifications with entries.
2. A copy of the Pipeline Specification Report.
3. A copy of the biodiesel producer's chemical analysis.

DELIVERY: _____ Hours (Maximum Delivery Time is 24 Hours)

STANDARD PAYMENT TERMS: 2%, 20 Calendar Days.

Bidder's Note: Owner's Standard Payment Terms will be applied to all invoices resulting from the award of this bid unless bidder submits an Alternate Payment Term below.

ALTERNATE PAYMENT TERMS: _____ % _____ Calendar Days.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION BY THE BOARD.

SIGNATURE OF BIDDER	LEGAL NAME OF FIRM
NAME OF BIDDER (PRINT OR TYPE)	ADDRESS OF FIRM, CITY, STATE, ZIP
PHONE NUMBER OF BIDDER	DATE
FAX NUMBER OF BIDDER	

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐SBE ☐MBE ☐WBE ☐DBE as defined below.

☐ **SMALL BUSINESS ENTERPRISE (SBE):**

Businesses whose previous year's annual gross receipts do not exceed $2M for non-construction and $5M for construction.

☐ **MINORITY OWNED BUSINESS ENTERPRISE (MBE):**
Businesses that are at least 51% owned and controlled by one or more minority persons of Native American, African American/Black, Hispanic American, or, Asian-Pacific/Asian Indian American ethnicity. Please check the appropriate box.

☐ Native American Indians ☐ African Americans/Black ☐ Hispanic Americans

☐ Asian Pacific/Asian Indian Americans

☐ **WOMAN OWNED BUSINESS ENTERPRISE (WBE):**
Businesses that are at least 51% owned and controlled by one or more non-minority women.

☐ **CHALLENGED BUSINESS ENTERPRISE (DBE):**
Businesses at least 51% owned and controlled by one or more disabled individuals.

HAS YOUR FIRM BEEN CERTIFIED AS A SMALL, MINORITY, WOMEN-OWNED OR CHALLENGED BUSINESS ENTERPRISE?

☐Yes ☐ No If yes, please specify the Certifying Agency:

Date of Certification _____

Recertification Date _____

SUBCONTRACTOR INFORMATION

BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL

It is our intent to utilize the following SBE, MBE, WBE, and DBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

☐ No SBE, MBE, WBE, or DBE subcontractors will be used.

Exhibit B

1.1 Annual Requirements Contract - Ordering, Billing and Payment

a) The following definitions will apply to any Contract awarded as a result of this Bid:

i) *"Blanket Purchase Order"* means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any goods or services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.

ii) *"Purchase Order Release"* (or *"Release"*) means a single order issued by the City against a Blanket Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen ("-") and a sequential number.

b) The City will issue a Blanket Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases as actual requirements arise.

1.2 Invoices

Invoice(s) shall be submitted to:

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

The Successful Bidder shall submit a detailed invoice to the City, after shipment of goods or performance of services. All invoices should (i) identify charges against specific Blanket Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Blanket Purchase Order and Purchase Order Release number, and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the goods or services for which payment is requested. **Invoices received without a valid purchase order will be returned unpaid.** Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

1.3 Insurance

Supplier must provide required insurance documentation (city of Fort Worth RFP#09-0012, Section V) 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 Supplier shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Supplier shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Supplier and/or insurance carrier shall provide the ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

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 shall be provided to the ITS if so requested.

1.4 Indemnification

a) In addition to the indemnification requirements set forth in City of Fort Worth RFP# 09-0012 Paragraph 26.0 Section II Standard Terms and Conditions, the Supplier shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") 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 Supplier, 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 Supplier is within the limits of its liability insurance and the insurance Supplier has accepted the City's tender of defense, then the City will pay the Supplier 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 Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, 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 Supplier shall defend the City, against the Liabilities and in the event that the Supplier 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 Supplier.

1.5 F.O.B Point

The delivery point shall be the City of Las Vegas, the present delivery points, fuel type, number of tanks, and capacity are as follows:

FUEL LOCATIONS & TANK SIZES

Delivery Location	Diesel Fuel
1. East Fleet Service Center 3100 E. Bonanza Rd.	12,000 Gal. Cap. Bio-Diesel
2. Satellite Garage 4357 Vegas Drive	12,000 Gal. Cap. Bio-Diesel
3. Water Pollution Control Facility 6005 E. Vegas Valley Dr.	2,500 Gal. Cap.
4. Fire Station #1 500 N. Casino Center Blvd.	10,000 Gal. Cap.
5. Fire Station #4 421 S. 15th Street	4,000 Gal. Cap.
6. Fire Station #2 900 S. Durango Dr.	4,000 Gal. Cap.
7. Fire Station #42 7331 W. Cheyenne Rd.	4,000 Gal. Cap.
8. Fire Station #7 10101 Banburry Cross Dr.	4,000 Gal. Cap.
9. Fire Station #9 4747 N. Rainbow Blvd.	4,000 Gal. Cap.
10. West Fleet Service Center 2950 Ronemus Dr.	12,000 Gal. Cap. Bio-Diesel
11. Fire Station #41 6989 N. Buffalo Dr.	4,000 Gal. Cap.

12. Fire Station #10 1501 S. MLK Blvd.	4,000 Gal. Cap.
13. Fire Station #43 6420 Smoke Ranch Rd.	4,000 Gal. Cap.
14. Fire Station #44 7701 W. Washington Ave.	4,000 Gal. Cap.
15. Fire Station #45 3821 N. Fort Apache Ave.	4,000 Gal. Cap.
16. Fire Station #5 1020 Hinson St..	4,000 Gal. Cap.
17. Fire Station #8 633 N. Mojave Rd.	4,000 Gal. Cap.
18. Fire Station #47 911 Ridge Pine St.	4,000 Gal. Cap.
19. Floyd Lamb Park 9200 Tule Springs Rd.	500 Gal. Cap. Bio-Diesel

The owner reserves the right to delete or add facilities throughout the term of this contract to include renewal options.

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Agreement No. 100195-DC, Blanket Services Agreement for Material Testing and Special Inspections - Department of Public Works - Award recommended to: CONVERSE CONSULTANTS ($250,000 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

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

Amount: $250,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project will provide for full service material testing and special inspections on a project by project basis through the issuance of Project Task Ordered determined and approved by the Department of Public Works. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Don Christiansen, P.E. - (702) 269-8336

RECOMMENDATION:
That City Council approve Agreement No. 100195-DC, Blanket Services Agreement for Material Testing and Special Inspections to Converse Consultants in the amount of $250,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 100195-DC
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
MATERIAL TESTING AND SPECIAL INSPECTIONS

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **CONVERSE CONSULTANTS**, (the "Consultant"), a **Corporation,** whose address is **731 Pilot Road, Las Vegas, Nevada 89119**, and fax number is **(702) 269-8353**.

W I T N E S S E T H:

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

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

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that

notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the

City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent,

careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

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

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

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

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

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

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

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

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

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

10.20 *Claim or Dispute Resolution.*

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

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the

Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

Beverly K. Bridges, MMC
City Clerk

Date

APPROVED AS TO FORM

John S. Ridilla 4/16/10

Deputy City Attorney

Date

John S. Ridilla
Deputy City Attorney

CONVERSE CONSULTANTS

Don Christiansen, P.E.,

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

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

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

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

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

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

200.5 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

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

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

1.	AutoCAD/Graphics/GIS/Mapping Specialist	$105	8.	Staff Support and Clerical	$ 55
2.	GIS Analyst	75	9.	Staff Professional	85
3.	GIS Technician	65	10.	Senior Staff Professional	95
4.	Field / Laboratory Technician	75	11.	Project Professional / Manager	120
5.	Senior Technician / Inspector	85	12.	Senior Professional / Manager	135
6.	Supervisory Technician / Inspector	95	13.	Principal Professional / Manager	160
7.	Word Processor	65	14.	Principal / Consultants	190

ARTICLE 501: ADDITIONAL SERVICES RATES

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

CONCRETE TESTS	
Laboratory Trial Batch, ASTM C192	By Quote
Compression Test, 6" x 12" cylinder, ASTM C39, each	27.00
Compression Test, 6" x 12" cylinder, ASTM C39, per set of 4	72.00
Core Compression Test, ASTM C42, each	45.00
Flexure Test, 6" x 6" beams, ASTM C78, each	80.00
Modulus of Elasticity – Static, ASTM C469, each	120.00
Length Change (3 bars, 5 readings each, up to 36 days) ASTM C157	230.00
Splitting Tensile, 6" x 12" cylinders ASTM C496, each	55.00
Empirically Derived Mix Design, each	By Quote
AGGREGATE TESTS	
Sieve Analysis, ASTM C135, C117, each	93.00
Specific Gravity and Absorption, Coarse ASTM C127, each	60.00
Specific Gravity, Fine, ASTM C128, each	90.00
Unit Weight per cubic foot, ASTM C29	55.00
Soundness-Sodium or Magnesium, ASTM C88, each	250.00
Abrasion (L.A. Rattler 100 & 500 cycles) ASTM C131, each	115.00
Abrasion (L.A. Rattler 1000 cycles) ASTM C535, each	165.00
Sand Equivalent, ASTM D2419, three trials	90.00
Organic Impurities, ASTM C40, each	58.00
Clay Lumps and Friable Particles, ASTM C142, each	90.00
Fractured Faces, NDOT T230, each,	105.00
Light Weight Particles, ASTM C123, each	110.00
Flats and Elongates, D4791, each	115.00
Coating & Stripping Test, ASTM D1664, each	95.00
Aggregate Blend Graph/All Possibilities, 3 aggs, each	200.00
Cleanness Value, CA227, each	125.00

CONCRETE BLOCK ASTM C140	
Moisture Content as received, each	40.00
Absorption, each	42.00
Compression, each	48.00
Shrinkage, ASTM C426, each	120.00
Complete ASTM C140, each	125.00
MASONRY PRISMS ASTM C1314	
Compression Test, grouted prisms, 8" x8" x 16", each	110.00
Compression Test, grouted prisms, 12" x 16" x 16", each	120.00
MORTAR & GROUT	
Compression Test	
2" x 4" Mortar Cylinder, each	26.00
3" x 6" Grout Prisms, each	26.00
2" Cubes, ASTM C109, each	26.00
Mortar or Grout Mix Designs	By Quote
ROOFING	
Roofing Tile	
Breaking Strength per UBC, each	50.00
Absorption, each	44.00
Build up Roofing samples, ASTM D3617, each	152.00
FIREPROOFING TESTS	
Oven Dry Density, each	52.00
SOIL TESTS	
Moisture, ASTM D2216, each	25.00
Moisture/Density, undisturbed ring sample, each	24.00
Liquid & Plastic Limit, ASTM D4318, each	91.00
Sieve Analysis, ASTM C136, each	94.00
% Finer than #200, ASTM D1140, each	90.00
Hydrometer Analysis, ASTM D422, including sieve, sp.g., each	260.00
Consolidation, ASTM D2435	82.00
Time Consolidation, (per increment	88.00
Clay Expansion, each	74.00
Chemical Heave, each	74.00
Solubility, each	55.00
Direct Shear, per point	55.00
Remolding Samples (consolidation, expansion, heave, or direct shear), eacl point	26.00
Unconfined Compression, ASTM D2166, each	74.00
Triaxal	By Quote
Moisture/Density Curve, ASTM D1557, ASTM D698, each	150.00
Moisture/Density Curve Check Point, each	75.00
Specific Gravity, ASTM D854, each	88.00
Sulfate Test, each	64.00
pH, ASTM D2976, each	42.00
Resistively, ASTM G57, each	60.00
Permeability	By Quote

R-Value, ASTM D2844, each	260.00
CBR, ASTM D1883, including M/D curve, 3 points	390.00
CBR, ASTM D1883, including M/D curve, 1 point	305.00
Relative Density, ASTM D4253/D4254, each	300.00
Soil/Cement, Mix Designs	By Quote
ASPHALTIC CONCRETE	
Stability, Flow, and Unit Weight, Marshall ASTM D1559, ASTM 2726, set of specimens/sample	165.00
Measured Maximum Specific Gravity of Mix ASTM D2401 (Rice's Method), each	85.00
Voids Analysis of Cores or Marshall Specimens Calculations Only, ASTM D3203, set of 2 or 3	43.00
Extraction of Asphalt and Gradation, each	160.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall)	By Quote
Extraction, % Asphalt, ASTM D2172 (Method B) or Calif. 310, including ash correction, each	100.00
Specific Gravity, Core or Specimen, ASTM D2726, each	42.00
Specific Gravity, Core or Specimen, ASTM D2726, set/2	60.00
Specific Gravity, Core or Specimen, ASTM D1188, each	45.00
Specific Gravity, Core or Specimen, ASTM D1188, set/2	60.00
Retained Strength, ASTM D1074/D1075, 6 Specimens	410.00
Retained Stability, Mil., Std. 620A, Method 104, 6 Specimens	400.00

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

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

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

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Don Christiansen, P.E.

601.1.2 ENGINEER OF RECORD: TBD

601.1.3 PROJECT MANAGER: TBD

601.1.4 TECHNICIAN/CADD: TBD

601.1.5 CLERICAL: TBD

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 None.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	Block 2 Description
Converse Consultants **Address: 731 Pilot Road, Suite H, Las Vegas, NV 89119** **Telephone: 702-269-8336** **EIN: 95-4020122**	Blanket Services Agreement for Material Testing & Special Inspections ~~RFP#~~ Agreement No. 100195-DC

Block 3 — *Type of Business*

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Hashmi Quazi, C.O.B.	10391 Corporate Drive, Redlands, CA 92374	909-796-0544

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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

State of Nevada
County of Clark

Don J. Christiansen Name

3-2-10 Date

Subscribed and sworn to before me this 2nd day of March ~~200~~ 2010

Laura Rollett Notary Public

LAURA ROLLETT
Notary Public, State of Nevada
Appointment No. 08-6369-1
My Appt. Expires May 1, 2012

EXHIBIT "H"

PROJECT TASK ORDER Number H- ___

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

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

Project Name:
Location:
Description:
Construction Cost Budget:

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

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

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

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

EXHIBIT "G"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

2. Policy

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

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4. Incorporation

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Block 1 **Contracting Entity**	**Block 2** **Description**
Converse Consultants **Address: 731 Pilot Road, Suite H, Las Vegas, NV 89119** **Telephone: 702-269-8336** **EIN: 95-4020122**	Blanket Services Agreement for Material Testing & Special Inspections ~~RFP#~~ Agreement No. 100195-DC

Block 3 *Type of Business*

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Hashmi Quazi, C.O.B.	10391 Corporate Drive, Redlands, CA 92374	909-798-0544

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

State of Nevada
County of Clark

Don J. Christiansen Name

3-2-10 Date

Subscribed and sworn to before me this 2nd day of March, ~~200~~2010

Laura J. Rollett
Notary Public

LAURA ROLLETT
Notary Public, State of Nevada
Appointment No. 08-4369-1
My Appt. Expires May 1, 2012

EXHIBIT "H"

PROJECT TASK ORDER Number H- ___

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

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

Project Name:
Location:
Description:
Construction Cost Budget:

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

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

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

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
Approval of award of Modification No. 3 to Bid No. 08.15341.04-LED (Revised), Las Vegas Museum Phase 3 - Rehabilitation for the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: APCO CONSTRUCTION ($362,258.87 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $362,258.87
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On July 1, 2009 City Council approved award of Bid No. 08.15341.04-LED (Revised), Rehabilitation of the Las Vegas Museum of Organized Crime and Law Enforcement. This modification is necessary for the design and installation of the fire pump, mechanical, plaster repair and other construction items. Funding is being provided 20% by a Centennial Grant and 80% by the General Fund.

PCC: L.E. Davis
POC: Paddy Murphy - (702) 876-5226

RECOMMENDATION:
That City Council approve award of Modification No. 3 to Bid No. 08.15341.04-LED (Revised), Las Vegas Museum of Organized Crime and Law Enforcement to APCO Construction in the amount of $362,258.87 for a total Contract amount of $13,833,166.87 and increase the construction conflicts and contingency reserve by $1,437,741.13 to $2,784,832.13. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 3 to Bid No. 08.15341.04-LED (Revised)

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: June 9, 2010

BID# 08.15341.04-LED **PURCHASE ORDER #: 272635** SUPPLEMENT: MODIFICATION #3

NAME AND ADDRESS OF CONTRACTOR: **APCO Construction**
3432 North 5th Street
North Las Vegas, Nevada 89032

CONTRACT DESCRIPTION: Project consists of rehabilitation of a 1933 historic building in compliance with the United States Secretary of the Interior's Standards for Historic Rehabilitation. Work will include, but not be limited to, demolition and removal of hazardous materials, Seismic retrofit, remodeling and historical rehabilitation and infrastructure for interactive museum tenant improvements. The existing building is cast in place concrete basement walls, columns, floors and roof, while the above floors are multi with brick with terra cotta and sandstone veneers. Existing interior walls are hollow clay tile and plaster. Rehabilitation will also include interior plaster, finishes to include reinstalling existing material salvaged during prior demolition work and new terra cotta, marble, terrazzo, hardwood, cork and other related work.

DESCRIPTION AND REASON FOR MODIFICATION: This modification is necessary for the design and installation of the fire pump, mechanical, plaster repair, and other construction related issues.

PRICE OF THIS MODIFICATION (WRITTEN): **Three Hundred Sixty-Two Thousand Two Hundred Fifty-Eight Dollars and Eighty-Seven Cents.**
DOLLARS: **$362,258.87**

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): **Zero** # DAYS: 0

ORIGINAL COMPLETION DATE: **11/20/2010** NEW COMPLETION DATE: **N/A**

PRICE OF ORIGINAL CONTRACT:	**$11,512,000.00**	
PRICE OF ALL PREVIOUS MODIFICATIONS:	$ 1,958,908.00	(#_____through _____)
PRICE OF THIS MODIFICATION:	**$ 362,258.87**	
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):..	**$13,883,166.87**	

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
(SIGNATURE)

6/10/10
(DATE)

ATTEST: _____
(CITY CLERK) (DATE)

APCO Construction
(NAME OF CONTRACTOR)

BY _____ 6/10/2010
DATE

Contract Specialist
(TITLE)

_____
PURCHASING AND CONTRACTS MANAGER

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Agreement between the City of Las Vegas Fire & Rescue Department (LVFR) and the Las Vegas Metropolitan Police Department (LVMPD) to develop a multi-agency, all-hazards and terrorism prevention task force (ARMOR) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Agreement is to formalize the operations of ARMOR. Both LVFR and LVMPD recognize that a regional approach to critical incidents will enhance public safety in the metropolitan area of Las Vegas and Clark County, by responding and combining the equipment, personnel, expertise and other resources in order to prevent acts of terror and respond to all hazardous and/or terrorist-related incidents, including but not limited to chemical, biological, radiological, nuclear, explosive and incendiary incidents.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL
AGREEMENT BETWEEN:
The City of Las Vegas Fire & Rescue
The Las Vegas Metropolitan Police Department
All Regional Multi Agency Operations and Response
ARMOR

This Inter local Agreement, (hereinafter referred to as "Agreement") among the City of Las Vegas Fire & Rescue ("LVFR") and the Las Vegas Metropolitan Police Department ("LVMPD"), hereinafter known collectively as the "Parties," for the purpose of developing a multi-agency all-hazard and terrorism prevention task force ("ARMOR") to prevent and detect acts of terror, respond to and investigate chemical, biological, radiological, nuclear and explosive incidents where there is criminal intent.

PURPOSE AND MISSION:

The purpose of this Agreement is to formalize the operations of ARMOR. The Parties recognize that a regional approach to critical incidents will enhance public safety in the metropolitan area of Las Vegas and Clark County, by responding and combining the equipment, personnel, expertise, and other resources of the Parties in order to prevent acts of terror and respond to all hazardous and/or terrorist-related incidents, including but are not limited to the following: chemical, biological, radiological, nuclear, explosive, and incendiary incidents.

ARMOR will operate under the National Incident Management System (NIMS), and have the following responsibilities when responding to All Hazardous Incidents: complete and thorough investigations of all incidents, including investigation of suspected criminal activity, forensic crime scene investigation, and prosecution support for cases arising out of those incidents, timely assessment of suspicious substances, proper handling of Haz-Mat incidents (criminal intent), proper disposal of unsafe material, render-safe and mitigation of all explosive related incidents.

MANAGEMENT:

Decision-making or operations and the future course of ARMOR shall be to the greatest extent possible made by consensus and shared among the Parties ensuring that no Party will act unilaterally.

The overall management responsibilities for ARMOR will be the joint responsibility of the Fire Chief of LVFR and the Sheriff of Clark County, who will represent the Executive

Board. Each member of the Executive Board will designate a representative from his/her agency to sit on the Management Board, consisting of the Captain of LVMPD Homeland Security Bureau and the Deputy Chief of Homeland Security for LVFR. Additionally, each Party shall designate a supervisor who shall provide day-to-day supervision.

Day-to-day supervision of ARMOR will be shared among the supervisory personnel of LVFR and LVMPD. Periodic briefings on the status of incidents and investigations will be given to the Management Board. Operational issues will be mutually addressed and agreed upon by the assigned supervisors. If problems arise which cannot be agreed upon or resolved, the concern will be brought to the Management Board. If an agreement cannot be reached at that level, the concern will then be brought to the Executive Board for a decision. It is agreed, however, that operational issues and problems should be addressed at the lowest possible level whenever possible.

OPERATIONAL MANAGEMENT:

The Parties will direct operations and investigative efforts in a manner that will maximize public safety. Each incident will be addressed with the full available resources of all participating agencies, as needed. Operational procedures, rules, and regulations will be drafted by the supervisors of ARMOR based upon mutual agreement of the Management Board in order to promulgate the appropriate tactical and deployment guidelines.

Parties understand the FBI is designated as the lead agency for all WMD/CBRNE incidents (Presidential Decision Directive 39-PDD39). Parties agree to follow all directives, laws, guidelines and procedures to enhance safety and mitigation efforts.

Parties agree to follow NIMS guidelines. Parties agree that an effective command structure and location will be established at each incident to enhance effective operations and contingencies in preparation for a catastrophic event.

COMMUNICATIONS and NOTIFICATIONS

The Parties agree that radios, cell phones and pagers shall be utilized to communicate to the greatest extent possible by and between all Parties responding to an event to enhance response timeliness and incident management. I TAC/I CALL capabilities shall be used by the Parties to enhance radio communications between police and fire agencies, to the extent that current technology allows such communications.

Notification procedures will be agreed upon and approved by the Management Board and followed to provide a timely response that ensures public and personal safety. Procedures will include notification between Dispatch Centers (LVMPD and Fire Alarm Office) in addition to pages to alert personnel that there is a potential event and early assessments via phones between involved parties to share information and develop the action plan. A response package will be determined during the assessment considering threat potential, personnel safety and economy of force.

COMPOSITION and RESPONSE:

CBRNE

The Parties of the ARMOR task force may contribute personnel who are or will be trained as hazardous material and radiological technicians who will respond to CBRNE events. Parties agree to follow established ARMOR protocols when responding to a CBRNE event and coordinate with the lead law enforcement agency representative. Parties will follow the FBI's twelve step process for hazardous materials evidence collection.

The Parties of the ARMOR task force agree that peace officers from category I law enforcement agencies that are assigned to ARMOR will exercise the authority and have lead jurisdiction for CBRNE incidents as it relates to criminal incidents. The ARMOR Commander or Senior ARMOR investigator, on scene, will coordinate with the other responding task force members to ensure proper preliminary and crime scene investigation, as established by ARMOR protocols.

Personnel agree to follow established ARMOR protocols when responding to an incident in so much as they do not conflict with a criminal investigation and will respond in a manner that enhances the ARMOR concept and increases public safety.

Bomb Technician

The Parties of the ARMOR task force agree that the LVFR Bomb Squad will exercise the authority and jurisdiction for mitigating suspect items, suspicious packages, improvised explosive devises and explosive disposal. The LVFR Bomb Squad Commander or Senior Bomb Technician, on scene, will coordinate with the lead law enforcement agency representative following render safe and mitigation of the incident to ensure proper crime scene investigation, as established by ARMOR protocols.

Personnel agree to follow established ARMOR protocols when responding to an incident in so much as they do not conflict with National Guidelines for Bomb Technicians. Bomb Technicians will respond in a manner that enhances the ARMOR concept and increases public safety.

Hazardous Materials Technicians

The Parties of the ARMOR task force may contribute personnel who are or will be trained as hazardous material and radiological technicians. LVFR will contribute additional HAZMAT Technicians that will respond based on established ARMOR protocols. While responding to a CBRNE type of incident; they will follow the direction of the lead law enforcement agency representative to ensure proper crime scene investigation. It is understood that outside of a possible criminal act, HAZMAT teams will deploy within their jurisdictions and follow established HAZMAT response protocols, Fire Alarm Office SOP's and automatic aide agreements.

TRAINING

The ARMOR supervisors will develop a training program to include quarterly tabletops and field exercises that will encompasses parties of the ARMOR Task Force. The training schedule will be reviewed and approved by the Management Board.

EQUIPMENT and FUNDING:

The Parties agree to support ARMOR through personnel, equipment, training, and capital expenditures to include vehicles and facilities, reflective of their own agencies. Support shall be subject to budgeted appropriations and approval by their respective governing boards.

The Parties agree to provide the services of their respective personnel and to assume all personnel cost, including salaries, fringe benefits, and overtime. The Parties agree to provide their respective personnel with vehicles necessary and consistent with their responsibilities.

The Parties agree to make available all necessary safety and technical equipment in their possession.

Parties of the ARMOR Task Force, prior to submitting for any grant funding, will convene a working group that will coordinate the requests based on operational needs. The Management Board must review and approve requests.

ACCREDITATION:

Bomb Technician

The Parties acknowledge that LVFR has a bomb squad accredited by the National Bomb Squad Commander's Advisory Board and the LVFR employs Federal Bureau of Investigation certified bomb technicians. LVFR will maintain its bomb squad accreditation certificate in furtherance of this Agreement and is considered the lead agency for the mitigation and render safe of improvised explosive devices, suspicious packages, suspect items and explosives disposal.

GUIDELINES:

Chemical Biological Radiological Nuclear Explosives

The Parties agree personnel that respond to handle and investigate chemical, biological, radiological and nuclear incidents will comply with all OSHA and NIOSH standards related to Hazardous Materials Technicians and Radiological Technicians.

The Parties agree to adhere to all requirements under the National Guidelines for Bomb Technicians, when considering training, certification, standard operating procedures, safety, tactical guidelines, and recommended equipment on all responses by the ARMOR task force

It is agreed that all related incidents associated with chemical, biological, radiological, nuclear and explosives will be treated as a crime scene, until investigation proves otherwise. For the purposes of investigations, evidence collection and prosecution, it is agreed that LVMPD will be the lead local law enforcement agency in coordination with the FBI.

LIABILITY:

It is agreed that no Party is the agent or employee of the other for any purpose. Each Party shall only be responsible for the acts and/or omissions of that Party's own employees, to the extent permitted by the Nevada Revised Statutes.

This Agreement shall commence on the date of signature by authorized representatives of all Parties and shall continue as long as the Parties deem necessary. Any Party may terminate this agreement for any reason, or no reason at all, upon 90-day notice.

IN WITNESS WHEREOF, the Parties cause the Agreement to be executed by their duly authorized officers.

CITY OF LAS VEGAS

By: _____ **Date:** _____

Oscar B. Goodman, Mayor
400 E. Stewart Avenue
Las Vegas, Nevada 89101

ATTEST:

_____
BEVERLY BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

_____
JAMES B. LEWIS, Deputy City Attorney

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: _____ **Date:** _____

Douglas Gillespie, Sheriff
Las Vegas Metropolitan Police Department
3141 E. Sunrise Avenue
Las Vegas, Nevada 89101

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of agreement with the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services for Quality Enhancement Programs and Services to receive $95,000 for the Parents As Learning Support (PALS) Program - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $95,000
Funding Source: UNLV Child Care and Development Program "CCDP"
Dept./Division: Neighborhood Services/Neighborhood Initiatives Division

PURPOSE/BACKGROUND:
Each fiscal year, the city of Las Vegas receives an entitlement of Child Care Improvement Grants (CCIG) from the state of Nevada. The amount varies from year to year. The CCIG funds the city receives are used to fund the Parents As Learning Support (PALS) program, which provides grants to elementary schools to plan and implement programs to increase parental involvement.

RECOMMENDATION:
Staff recommends that the Mayor and Council approve and execute the agreement and authorizes the Mayor to execute any and all documents following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Intrastate Interlocal Contract between Public Agencies

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Nevada Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

City of Las Vegas-Neighborhood Services
400 Stewart Ave
Las Vegas, NV 89101

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and
WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective: **July 1, 2010** to **June 30, 2011**, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. Contractor agrees to provide the services set forth in paragraph (6) at a cost of $**Actual** per **Invoice** (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments not to exceed **$95,000 for FY 11**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Signature Date	OSCAR B. GOODMAN, MAYOR Title
Signature Date	BEVERLY K. BRIDGES, MMC CITY CLERK Title
Romaine Gilliland Date	Administrator, Division of Welfare and Supportive Services Title
Michael J. Willden Date	Director, Department of Health and Human Services Title
Signature – Nevada State Board of Examiners	APPROVED BY BOARD OF EXAMINERS On _____ (Date)

Approved as to form by:

Robert S. Sylvain 4-27-10 Las Vegas City Attorney, Deputy	On _____ (Date)
Deputy Attorney General for Attorney General, State of Nevada	On _____ (Date)

ATTACHMENT A

Scope of Work

Purpose: This attachment identifies specific requirements that are not specified in the general body of the contract between the Division of Welfare and Supportive Services (DWSS) and the Delegate Agency Delegate. It is mutually agreed that DWSS acting through Las Vegas, Clark County Urban League (LVCCUL) will oversee the performance of Before and After School Programs in compliance with DWSS regulations and the LVCCUL Child Care and Development Program with the following stipulations, conditions and requirements:

PERFORMANCE:

I. COMPLIANCE

1) IRS Tax Exemption Letter: Delegate Agency must have on file proof of IRS granting 501 [c] 3 nonprofit statuses or other appropriate tax reporting documentation for public or private agencies.

2) Child Care may be paid for children under the age of 13, or up to age 19 if the child is physically or mentally incapable of caring for him/herself as verified by the determination of a physician or a licensed or certified psychologist, or under court supervision.

II. ASSURANCES

1) Keeping Good Records: Delegate Agency assures LVCCUL that it shall maintain accurate work records on participant services, assistance, references, duties performed under this contract and financial transactions as may be required and that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Delegate Agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of the Delegate Agency where such records may be found, with or without notice by DWSS or their designee, LVCCUL, the Department of Administration, Budget Division, The Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the relevant Federal agency, the Comptroller General, the General Accounting Office and the Office of the Inspector General.

2) Non-Political Activities: Delegate Agency assures that funds from this grant will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate Agency agrees to comply with Title VI of the Civil Rights Act of 1964; Delegate Agency will not use funds from Child Care Development Funds (CCDF) for religious or sectarian purposes. Delegate Agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.

3) Acceptance of this agreement excludes the contractor from compensation for any services provided to certificate eligible families.

4) Delegate Agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one half, as well as other provisions for employees paid under this contract.

5) Delegate Agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

6) Delegate Agency agrees that it will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City and City ordinance or State and Federal Statutes that effect the provisions of work being carried out under this Contract.

7) Delegate Agency agrees to comply with the Pro-children Act of 1994. Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non residence indoor facility or facility which is leased by the Contractor in which a portion is also used routinely or regularly used for the provision of health, day care, education, or library services to children under 18 years of age.

III. STATEMENT OF WORK

Delegate Agency shall perform the following work under this Contract within the specified period agreed upon and in complete compliance with requirements and conditions set forth in the State Child Care Policy Manual published by DWSS as it pertains to contracted slots.

1) Accept participant's completed and signed Delegate Agency child care subsidy application and forward to LVCCUL within three (3) business days of receipt.

2) Report changes in eligible household's circumstances to LVCCUL within three (3) business days after gaining knowledge of the change.

3) Contact LVCCUL within three (3) business days if the child no longer utilizes the services provided by the Delegate Agency.

4) Inform parents of their rights to receive services, rights to appeal and right to file a complaint.

5) Provide verification of child's attendance in accordance with the Child Care State Policy Manual as it pertains to contracted slots.

6) Attendance billings must include the service site/location's name, address, telephone number, amount charged, period of time covered and the names of the children for which child care payment is requested.

7) Notify LVCCUL within three (3) business days of a participant's termination for subsidy assistance in writing.

8) Provide verbal notification to LVCCUL of any professional or ethical infraction by a Delegate Agency employee within one business day of discovery with written summary to follow within two (2) business days.

9) Unless otherwise specified the Delegate Agency must maintain all records relevant to this contract for a period of three years as follows:

a. Child Attendance Records - Retain this record for three (3) calendar years from last date of attendance.

b. Billing Records - Retain this record for three (3) calendar years from the date upon which the bill is paid or rejected.

IV. MONITORING AND REPORTING

1) Reporting: Delegate Agency shall provide reports to LVCCUL in the DWSS required format by the dates set forth in Attachment A of this contract.

2) Monitoring: Delegate Agency shall permit LVCCUL and DWSS representatives to monitor program performance during the year. LVCCUL will monitor Delegate Agency records at least two times during the year. Delegate Agency will further allow access by any authorized LVCCUL Official, DWSS Official, State official or the comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.

V. COMPENSATION

LVCCUL shall maintain financial records for this grant and payments will be made to Delegate Agency for costs incurred against the approved budget through United Way for the Child Care Development Funds. Delegate Agency agrees to seek payment for only those children determined subsidy eligible by LVCCUL. The Delegate Agency will adhere to the following procedures for the processing of financial transactions:

1) Delegate Agency is to submit a signed contract prior to payment being issued. A new Contract is to be signed annually or more often if necessary due to amendments in the Service Contract.

2) Delegate Agency is to submit voucher/Enrollment Attendance Verification (EAV) billings monthly to LVCCUL before or by the 5th business day of each month for timely compensation.

   a. The EAV must be accurately completed and provide information as to the actual days of attendance.
   b. Each page of the EAV will be signed by an authorized person unless the Delegate Agency uses electronic means to record attendance.
   c. EAV's may be submitted seeking reimbursement for the entire billing month when an enrolled and otherwise eligible child attends at least one day during the month.
   d. At the discretion of the LVCCUL, DWSS or their designee the provider's attendance logs may be requested and compared to the EAV's submitted by the provider. The provider is required to cooperate with the review process.

3) For each eligible child the Delegate Agency's contracted slots will be paid at the state approved rate, using the state maximum daily rate sheet less the participant's co-payment responsibility. For children five years of age through 12 years of age or special needs children 13 years of age to 19 years of age full time attendance is justified when attendance records validate at least 3 hours of attendance in a calendar day during the billing month. For children less than six years

of age full time attendance is justified when attendance records validate at least 4 hours and 30 minutes of attendance in a calendar day during the billing month.

4) The Delegate Agency agrees to bill monthly for actual expenses not exceeding $1/9^{th}$ of the total of the contract amount for any month.

5) Delegate Agency agrees to submit to LVCCUL for payment approval, along with stated voucher/billings, supportive documentation of services rendered including:
   a. Client's social security number and copy of attendance sheet;
   b. Category of service; and
   c. Amount of payment to be made;
   d. Appropriate forms.

6) Bills not submitted within 90 days from the end of the service month will be classified as stale and rejected for payment.

7) Adjustments must be turned in within 60 days after receipt of payment for services provided.

8) Upon approval from LVCCUL, payment shall be made by United Way directly to Delegate Agency within 30 days.

9) This contract is subject to receipt of funds from DWSS. In no event will Delegate Agency expenditures under this Grant Award exceed the total contract authority of this contract for full performance of the work outlined in the Contract.

VI. TERMINATION

1) If the Delegate Agency fails to fulfill its obligations in the performance of work specified under this Contract, or violates any of the applicable laws or conditions, DWSS, LVCCUL or United Way shall have the right to terminate this Contract by giving written notice to the Delegate Agency not less than ten (10) days prior to the effective date of the termination. Upon such termination, Delegate Agency agrees to transfer to the LVCCUL any CCDF or Grant assets and child care records which are in its possession at the time of such termination.

2) All Parties agree that: the use or disclosure to any party of any information concerning a client/participant for any purpose not directly connected with the administration of DWSS or LVCCUL responsibilities with respect to purchased services hereunder, is prohibited.

3) The term of this Contract and its execution are subject to all applicable Nevada laws and regulations. This Contract shall be construed and interpreted according to the laws of the State of Nevada.

4) Any alterations, variations, modifications or waivers of provisions of this Contract shall be in writing, duly signed by both parties and attached to the original of this Contract.

5) This Contract may be terminated by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, and delivered by mail or person to the other party. The Delegate Agency shall be entitled to any reasonable and irrevocable expenses incurred prior to the time of termination.

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $92,745 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) funds to Habitat for Humanity (HFH), Las Vegas for the construction of single-family homes to be located at 916, 1012, 1325, 1329 and 1333 Miller Avenue, 1317 Hart Avenue and 1412 Lawry Avenue – Ward 5 (Barlow)

Fiscal Impact

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

Amount: $92,745
Funding Source: Affordable Housing Special Revenue (18%RDA)
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
On January 20, 2010, the City Council approved the allocation of $365,035 to Habitat for Humanity (HFH), Las Vegas to assist with the construction of single-family homes in the Vegas Heights area of the city. HFH is in the process of obtaining building permits and was recently informed of a pre-existing bond agreement requiring infrastructure improvements. The Building and Safety Department cannot issue building permits until these bond requirements are met. Meeting the bond requirements will cause a $92,745 increase in the cost of construction. The approval of this funding will allow HFH to successfully move forward and start construction.

RECOMMENDATION:
Staff recommends approval of the RDA funds allocation and authorizes 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:
Habitat for Humanity, Las Vegas Letter of Request

Habitat for Humanity® Las Vegas

May 27, 2010

Earlie King
City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101

RE: **Project #12224 – Bond estimate – additional funds request**

Dear Earlie,

Attached is the estimate for the additional cost to Habitat for Humanity Las Vegas for assuming the existing bond for the Miller Project; Project # 12224 - Application Type L-Civil. These costs were compiled and based on existing work performed, bids and the new bond estimate form.

Habitat for Humanity Las Vegas was unaware that it would be held responsible by the City of Las Vegas Planning department for completing this work covered by the bond as we did not purchase the two lots immediately adjacent to the corner where much of the work will need to be done.

Our original estimate in our HOME funds application included only the civil improvements to the three lots we purchased. Habitat for Humanity Las Vegas will complete all the work required by the bond provided we can access the additional funds as outlined in the attached estimate.

Thank you for your consideration. Please do not hesitate to call me if you have any further questions.

Sincerely,

Guy Amato
President, CEO

1401 North Decatur Blvd. Suite 35, Las Vegas, NV 89108 •
Phone 702-638-6477 • FAX 702-638-6478 • www.habitatlasvegas.org

Habitat for Humanity

Additional cost to assume existing bond on Miller

Completed by: Roger Cooper

5/26/2010

Pro Forma

Item #		QTY	UM	Cost	Total Cost
	Off-site Improvements				
629.00.11	Water service to lots	1	EA	2,350.00	2,350.00
629.00.50	Water Main Tap	1	EA	-	-
630.00.01	Sewer Main Tap	2	EA	7,000.00	14,000.00
630.00.11	4" C-90 CL150 Sewer Lateral	2	EA	1,800.00	3,600.00
623.01.56	Relocate street lights	1	Ea	3,600.00	3,600.00
	Grading and Asphalt Paving	1	LS	31,000.00	31,000.00
613.01.11	R&R "L" & "A" curb	225	LF	18.00	4,050.00
613.01.24	Sidewalk 4"	580	Sf	6.98	4,048.40
613.01.55	Sidewalk Ramp	1	LS	5,800.00	5,800.00
613.01.45	Driveway Residential	565	SF	8.98	5,073.70
623.00.12	Pull Box	2	EA	1,350.00	2,700.00
623.00.50	1 1/4" Street light conduit	150	EA	21.00	3,150.00
980.01.16	Utility Wire	150	EA	6.49	973.50
621.00.00	Survey Monuments	1	EA	1,500.00	1,500.00
	Additional work need to perform the balance work requested				
	Encroachment Permit	1	LS	600.00	600.00
	Trench plates and cold mix	1	LS	1,900.00	1,900.00
700-40	Temporary Barriers	1	LS	500.00	500.00
300-10	Civil	1	LS	1,500.00	1,500.00
200-20	Permits	1		750.00	750.00
	Bonds	1	EA	1,300.00	1,300.00
300-60	Surveying	1		1,500.00	1,500.00
300-40	Soil Testing	1	LS	2,500.00	2,500.00
200-30	Plan Checks	1		350.00	350.00
	Total Off-Site Improvements				**$ 92,745.60**

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from 702 South 6th Street, LLC, owner (6th Street and Garces Avenue) - Ward 3 (Reese)

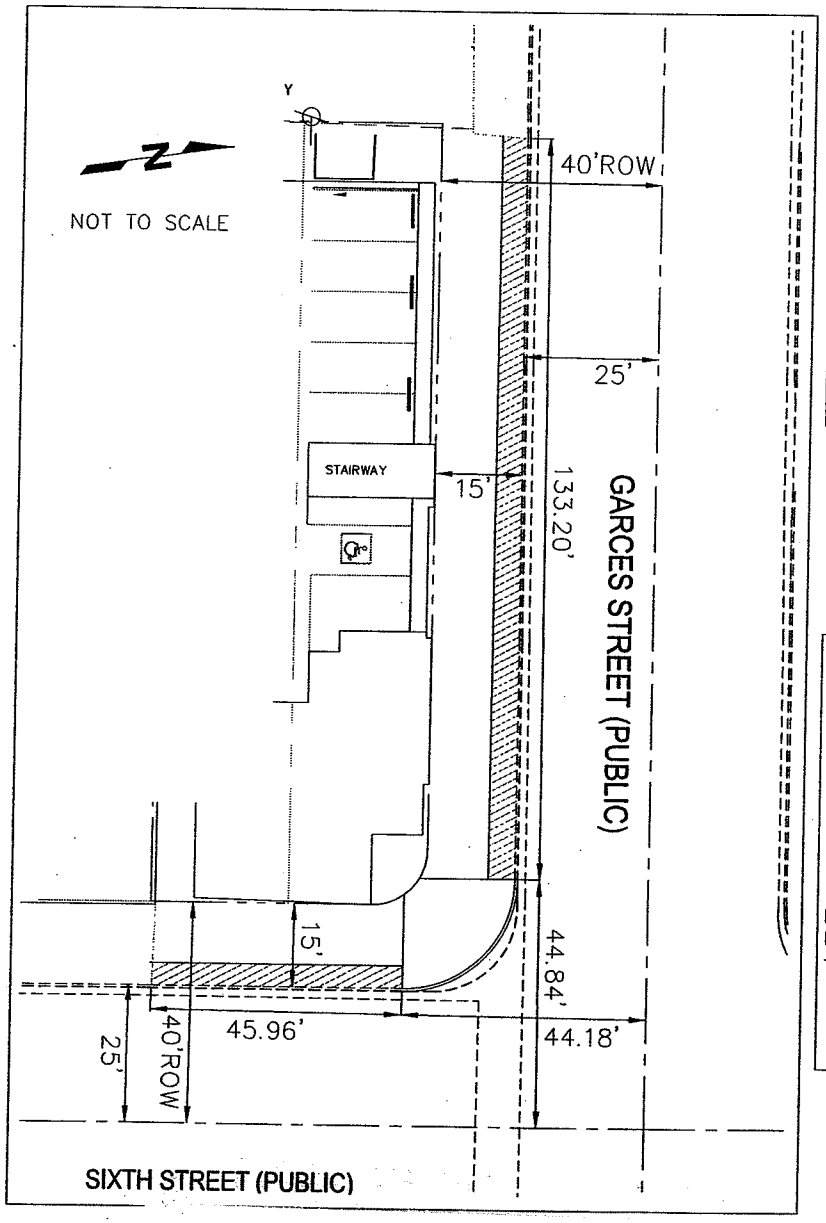
Fiscal Impact

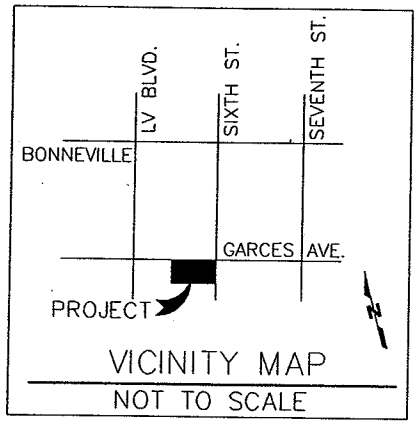
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

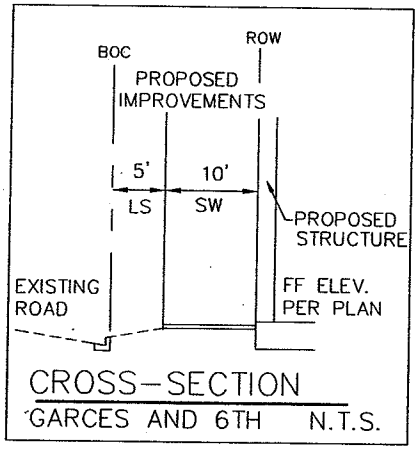
PURPOSE/BACKGROUND:
This request is for landscaping for the Murphy Farmer Office Building of approximately 940 square feet consisting of trees, shrubs, ground cover and an irrigation system to comply with the Downtown Centennial Plan requirements.

RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Encroachment Exhibit "A" (Murphy Farmer Office Building, 6th Street and Garces Avenue)







702 S 6th STREET

LEGEND

AREA OF ENCROACHMENT (LANDSCAPE)

ENCROACHMENT EXHIBIT

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from 7th Street Properties, LLC, owner (115 N. 7th Street, southeast corner of 7th Street and Ogden Avenue) - Ward 5 (Barlow)

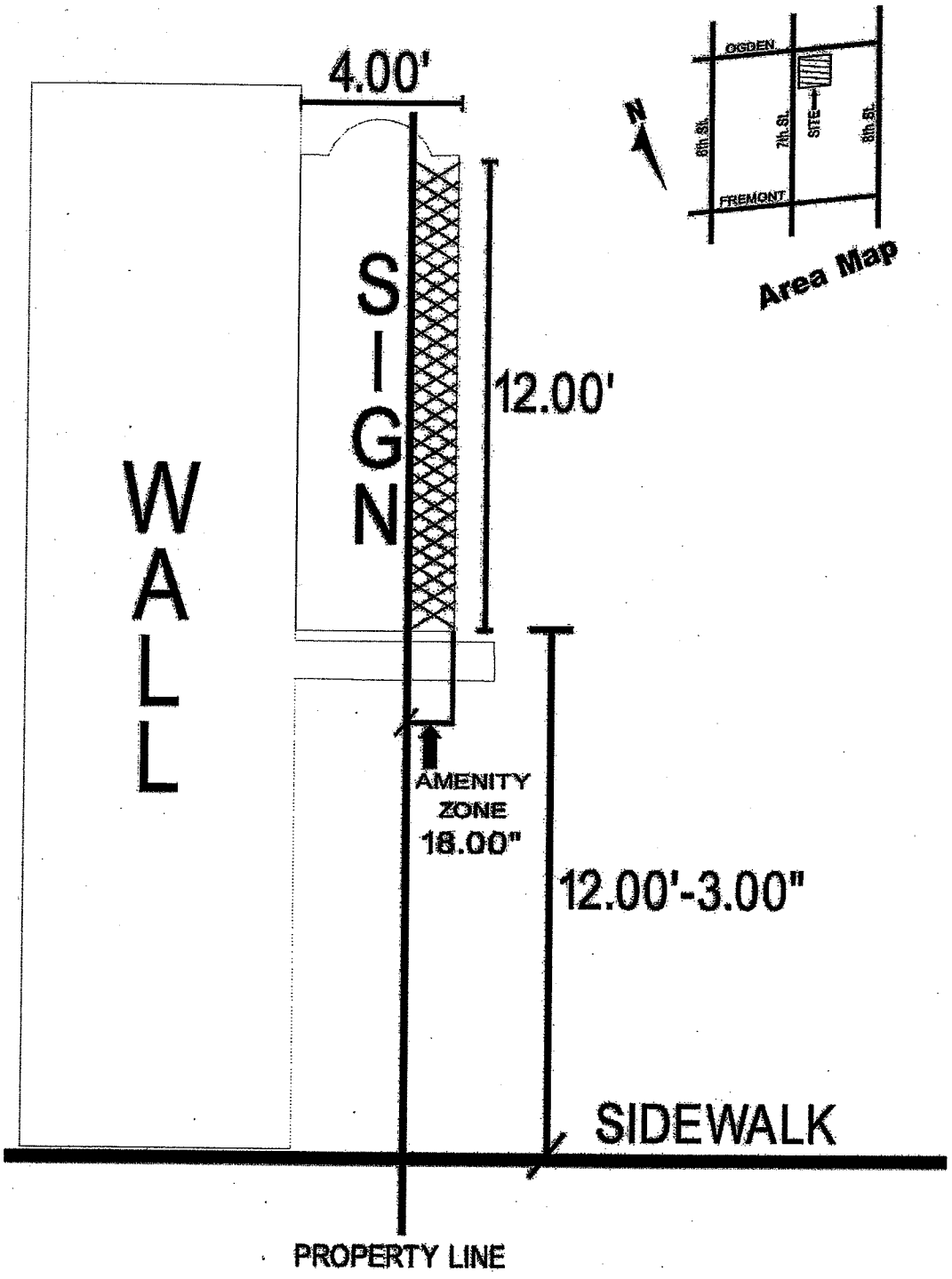
Fiscal Impact

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

PURPOSE/BACKGROUND:
A 4 foot by 12 foot illuminated neon sign located on the west side of the building on the south side of Ogden Avenue that will protrude approximately 18 inches into the public right-of-way displaying the words "AZUL TEQUILA NIGHT CLUB". The bottom of the sign will be approximately 12 feet above the sidewalk.

RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (7th Street and Ogden Avenue, Azul Tequila Night Club)



ENCROACHMENT EXHIBIT

AZUL TEQUILA NIGHT CLUB

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No. 1 to Highway Agreement No. PR121-09-050 between the City of Las Vegas and the Nevada Department of Transportation to extend the termination date to June 30, 2012 for Intelligent Transportation System improvements on Rancho Drive from Sahara Avenue to Rainbow Boulevard - Wards 1, 5 and 6 (Tarkanian, Barlow and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The city of Las Vegas and the Nevada Department of Transportation (NDOT) entered into an agreement on May 21, 2009 in which NDOT and the Federal Highway Administration provided funding for the construction of ITS improvements on Rancho Drive from Sahara Avenue to Rainbow Boulevard. This amendment to the agreement will extend the termination date of the agreement from June 30, 2010 to June 30, 2012 for time needed to complete the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1 to Highway Agreement No. PR121-09-050

Amendment No. 1 to
Highway Agreement No.PR121-09-050

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 St. 4th Floor, Las Vegas, NV 89101, hereinafter referred to as the CITY

WITNESSETH:

WHEREAS, on, May 21, 2009 the Parties entered into Agreement No. PR121-09-050 for the DEPARTMENT to delegate authority to the CITY to design, advertise, award, and manage construction of ITS improvements on Rancho Road from Sahara Ave to Rainbow Road, located in Las Vegas, Nevada; and

WHEREAS, the termination date is amended due to time needed to complete the project.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. PR121-09-050.

NOW, THEREFORE, the Parties agree as follows:

A. The termination date referenced in Article III, Paragraph 1, shall be changed from June 30, 2010 to June 30, 2012.

B. All of the other provisions of Agreement No. PR121-09-050, dated May 21, 2009, 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.

City of Las Vegas

_____
Oscar B. Goodman
Mayor, City of Las Vegas

Attest

_____
Beverly K. Bridges, MMC
City Clark

Approved as to Form:

John S. Ridilla 6/16/10
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

_____
Director

Reviewed:

_____
Richard Nelson Asst. Director, Operations

Recommended:

_____
Bill Hoffman, Division Head, Maintenance and Operations

Approved as to Legality and Form:

_____
Deputy Attorney General

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of First Supplemental Interlocal Contract LAS22P09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to reduce the contract in the amount of $2,328,768 and extend the construction project completion date to September 30, 2011 for the Elkhorn Springs and Buffalo Storm Drain located within Buffalo Drive, between Sunny Springs Lane and Donald Nelson Avenue - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District on June 11, 2009 to construct the Elkhorn Springs and Buffalo Storm Drain project. This First Supplemental Interlocal Contract will reduce the contract in the amount of $2,328,768 and extend the construction project completion date to September 30, 2011. Bids came in lower than anticipated and the contract is being reduced to revise projected expenditures. The total cost of the Contract shall not exceed $1,722,050. The Clark County Regional Flood Control District approved this contract at their May 20, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS22P09

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

ELKHORN SPRINGS & BUFFALO STORM DRAIN

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facility EKBU 0000 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on June 11, 2009; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the CITY wishes to decrease funding, extend the project completion date, and approve a waiver of the 17% design engineering cap.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECT COSTS, shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management at a cost not to exceed $222,050.

2. Construction at a cost not to exceed $1,500,000.

3. The total cost of the contract shall not exceed $1,722,050 which includes all of the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to September 30, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the Interlocal Contract dated June 11, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/1/10
Deputy City Attorney Date

Date of District Action

May 20, 2010

Regional Flood Control District

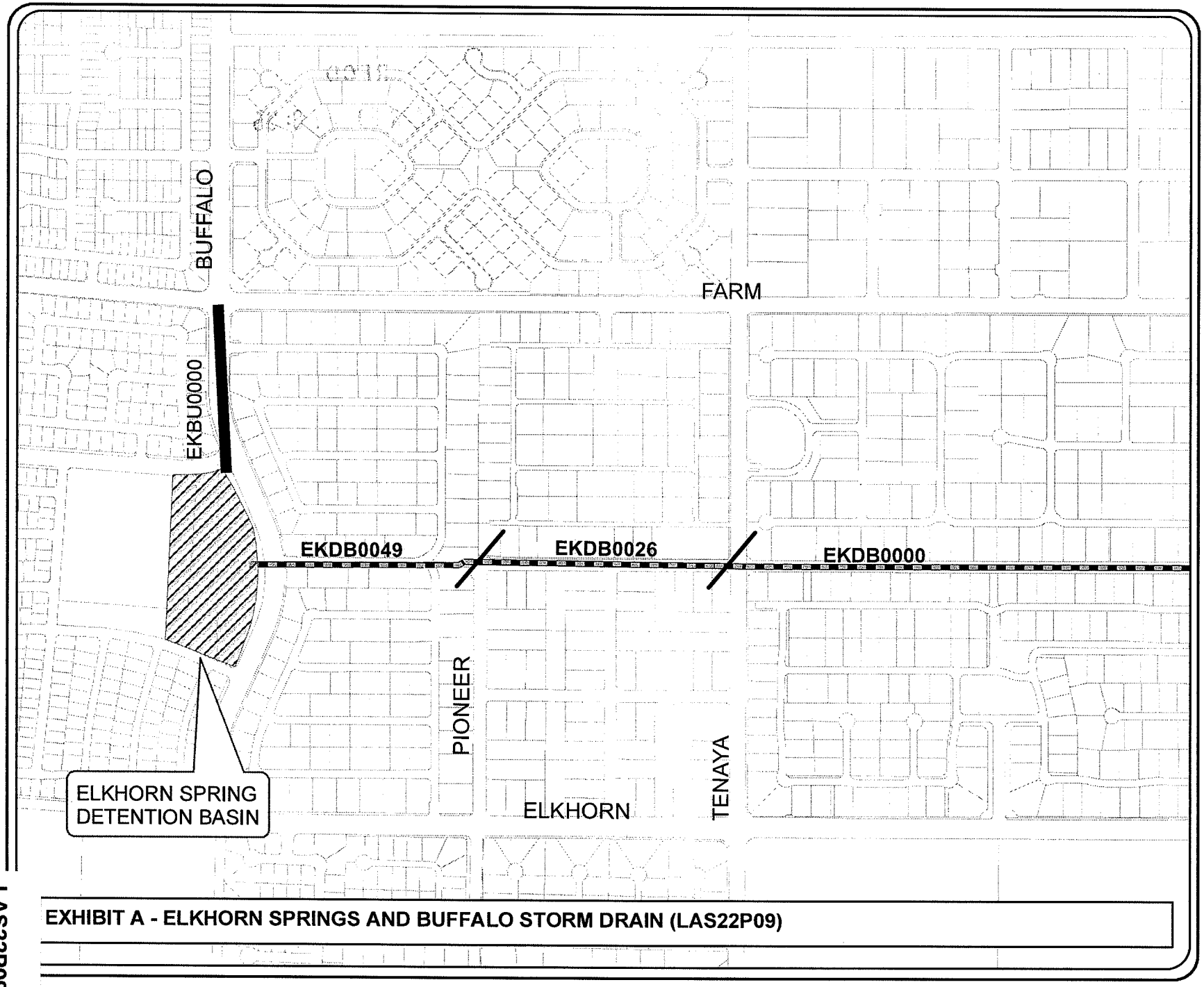
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 5/20/10
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

N

LEGEND

EXISTING CCRFCD FACILITY

PROPOSED CCRFCD FACILITY

EXISTING REGIONAL DETENTION BASIN

EXHIBIT A - ELKHORN SPRINGS AND BUFFALO STORM DRAIN (LAS22P09)

LAS22P09

Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Elkhorn Spring and Buffalo Storm Drain\Exhibit A - Elkhorn Springs and Buffalo Storm Drain (LAS22P09)

Due to continuous development activity this map is for reference only.

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City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Third Supplemental Interlocal Contract LAS22G07 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the design project completion date to September 30, 2011 for the Elkhorn Springs and Buffalo Storm Drain located within Buffalo Drive, between Sunny Springs Lane and Donald Nelson Avenue - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District on July 12, 2007 and Supplemental Interlocal Contracts dated February 14, 2008 and January 8, 2009 to design the Elkhorn Springs and Buffalo Storm Drain project. This Third Supplemental Interlocal Contract will extend the design project completion date to September 30, 2011. The Clark County Regional Flood Control District approved this contract at their May 20, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract LAS22G07

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

ELKHORN SPRINGS AND BUFFALO STORM DRAIN

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Structure Numbers EKBU 0000, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on July 12, 2007, February 14, 2008 and January 8, 2009; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley;

WHEREAS, the CITY wishes to extend the date of completion; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to September 30, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the Interlocal Contract dated July 12, 2007, the First Supplemental Interlocal Contract dated February 14, 2008 and the Second Supplemental Interlocal Contract dated January 8, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/1/10
Deputy City Attorney Date

Date of District Action

May 20, 2010

Regional Flood Control District

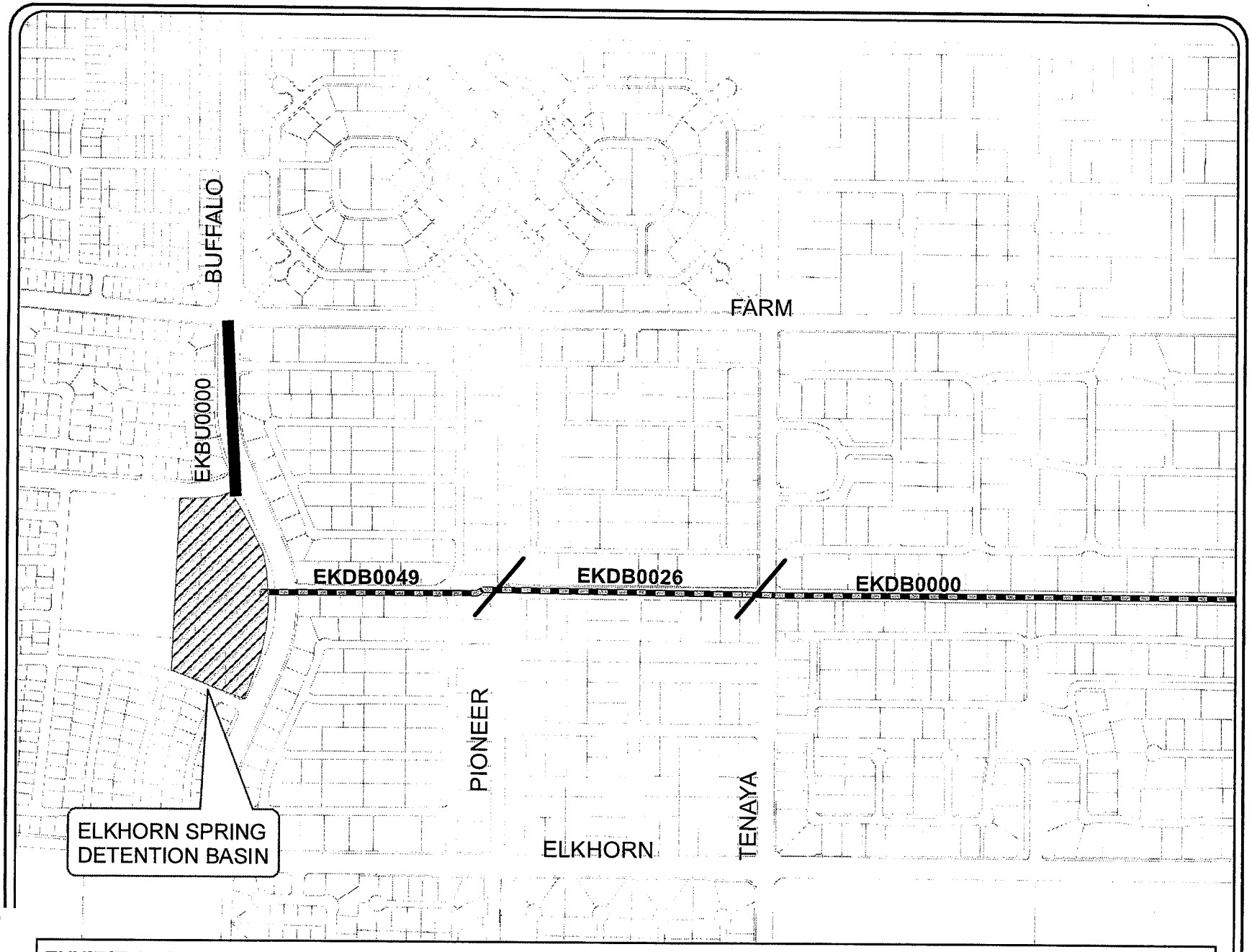
By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: [signature] 5/20/10
Christopher Figgins Date
Chief Deputy District Attorney



Flood Control Planning

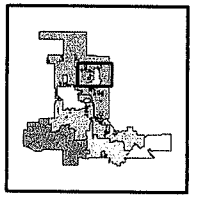
N

LEGEND

EXISTING CCRFCD FACILITY

PROPOSED CCRFCD FACILITY

EXISTING REGIONAL DETENTION BASIN



LAS22G07

EXHIBIT A - ELKHORN SPRINGS AND BUFFALO STORM DRAIN (LAS22G07)

\\Depot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Elkhorn Spring and Buffalo Storm Drain\Exhibit A - Elkhorn Springs and Buffalo Storm Drain (LAS22G07)

Due to continuous development activity this map is for reference only.

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City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Fifth Supplemental Interlocal Contract LAS10V03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the design project completion date to June 30, 2012 for the Gowan North Channel - Lone Mountain Road (El Capitan Way to the Western Beltway) located within Lone Mountain Road west of El Capitan Way to the 215-Beltway - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District on August 14, 2003 and Supplemental Interlocal Contracts dated June 8, 2006, August 14, 2008, November 13, 2008, and May 21, 2009 to construct the Gowan North Channel – Lone Mountain Road (El Capitan Way to the Western Beltway) project. This Fifth Supplemental Interlocal Contract will extend the design project completion date to June 30, 2012. The Clark County Regional Flood Control District approved this contract at their May 20, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fifth Supplemental Interlocal Contract LAS10V03

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH CHANNEL – LONE MOUNTAIN ROAD (EL CAPITAN WAY TO THE WESTERN BELTWAY)

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan, as Structure Numbers GOBW 0000, GOBW 0048, GONO 0230, GONO 0234, GONO 0272, GONO 0325, GONO 0335 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on August 14, 2003, June 8, 2006, August 14, 2008, November 13, 2008, and May 21, 2009; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any

time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 14, 2003, First Supplemental Interlocal Contract dated June 8, 2006, Second Supplemental Interlocal Contract dated August 14, 2008, Third Supplemental Interlocal Contract date November 13, 2008 and Fourth Supplemental Interlocal Contract dated May 21, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fifth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By:_____
Oscar B. Goodman
Mayor

Attest

By:_____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 6/1/10
Deputy City Attorney Date

Date of District Action

May 20, 2010

Regional Flood Control District

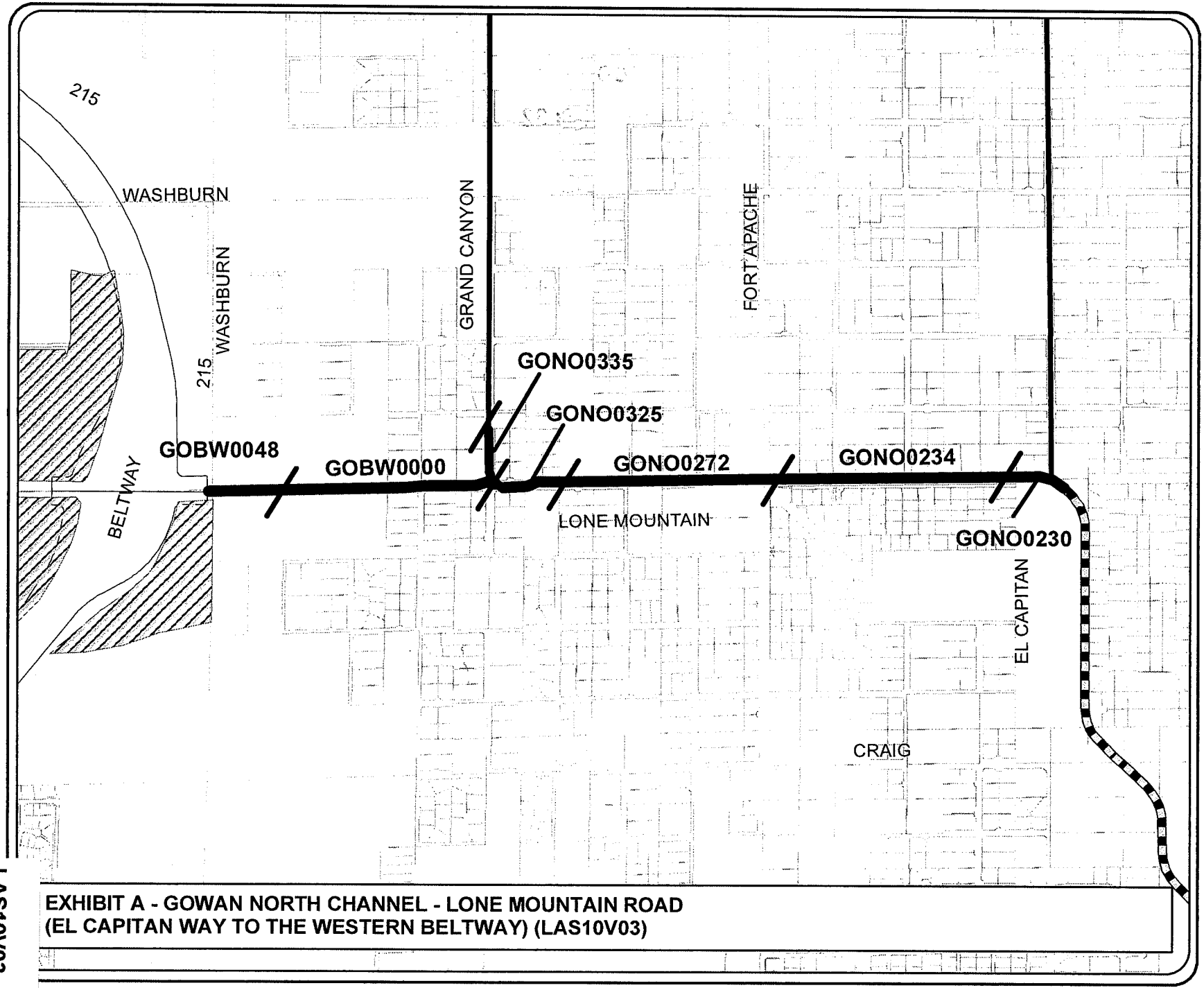
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: 5/20/10
Christopher Figgins Date
Chief Deputy District Attorney

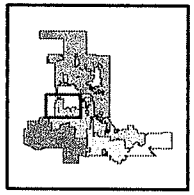


Public Works
Flood Control Planning

N

LEGEND

- EXISTING LOCAL FACILITY
- EXISTING CCRFCD FACILITY
- FUTURE CCRFCD FACILITY
- PROPOSED CCRFCD FACILITY
- FUTURE CCRFCD DETENTION BASIN



LAS10V03

EXHIBIT A - GOWAN NORTH CHANNEL - LONE MOUNTAIN ROAD
(EL CAPITAN WAY TO THE WESTERN BELTWAY) (LAS10V03)

...dDepot\Engineering_Planning\Flood\ARCVIEW\CCRFCD\Gowan Beltway West

Due to continuous development activity
this map is for reference only.

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City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LAS24B06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the construction project completion date to June 30, 2012 for the Gowan North Channel - Lone Mountain Road (El Capitan Way to the Western Beltway) located within Lone Mountain Road west of El Capitan Way to the 215-Beltway - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District on January 12, 2006 and Supplemental Interlocal Contracts dated December 14, 2006, November 13, 2008, and May 21, 2009 to construct the Gowan North Channel - Lone Mountain Road (El Capitan Way to the Western Beltway) project. This Fourth Supplemental Interlocal Contract will extend the construction project completion date to June 30, 2012. The Clark County Regional Flood Control District approved this contract at their May 20, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS24B06

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH CHANNEL, EL CAPITAN WAY TO THE WESTERN BELTWAY

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in 2008 Master Plan, as Structure Numbers GOBW 0000, GOBW 0048, GONO 0230, GONO 0234, GONO 0272, GONO 0325, GONO 0335 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on January 12, 2006, December 14, 2006, November 13, 2008, and May 21, 2009; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the Interlocal Contract dated January 12, 2006, First Supplemental Interlocal Contract date December 14, 2006, Second Supplemental Interlocal Contract dated November 13, 2008 and Third Supplemental Interlocal Contract dated May 21, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By:_____
Oscar B. Goodman
Mayor

Attest

By:_____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 6/1/10
Deputy City Attorney Date

Date of District Action

May 20, 2010

Regional Flood Control District

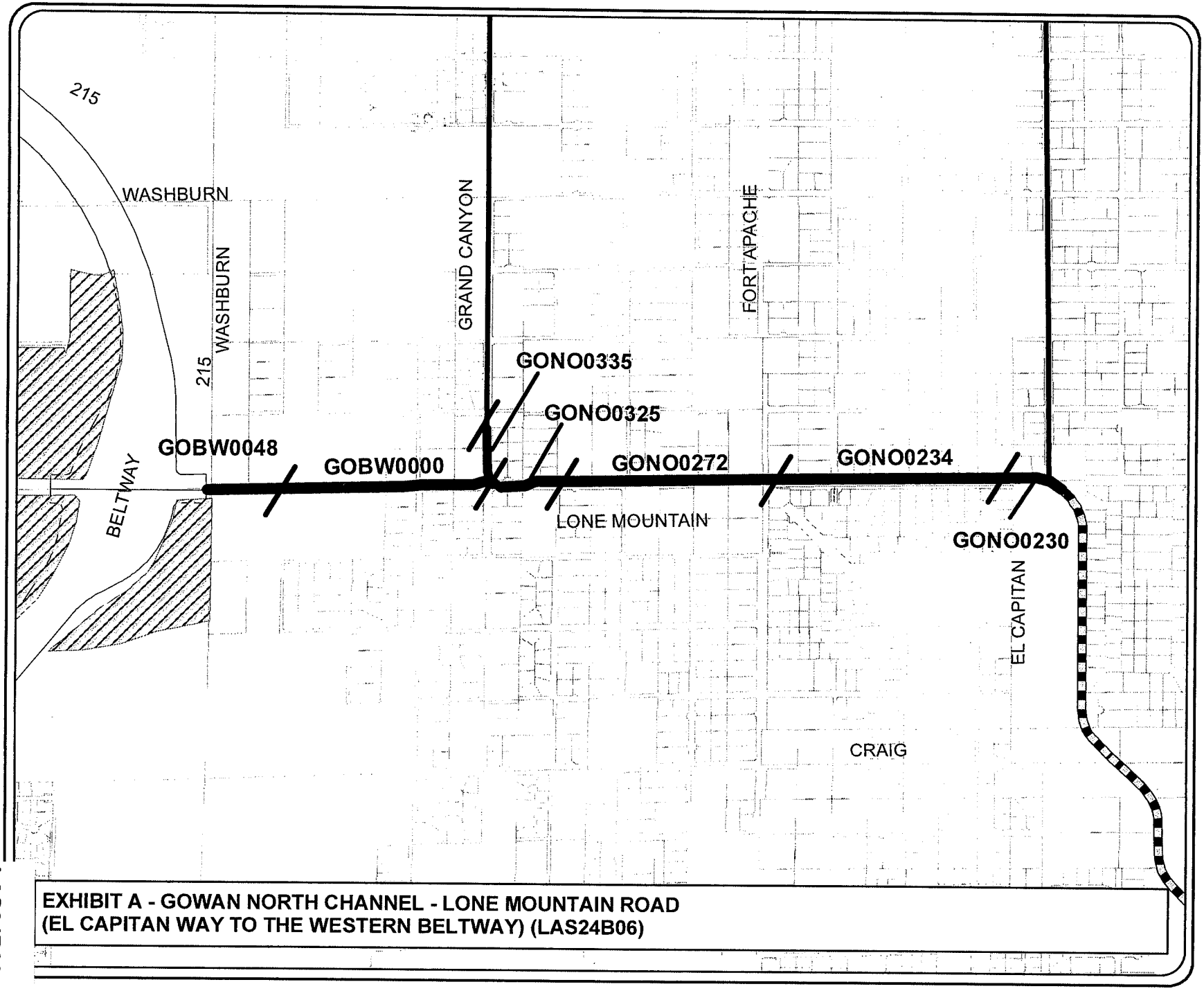
By: Lawrence L Brown III
Lawrence L. Brown, III
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Chr Figgins 5/20/10
Christopher Figgins Date
Chief Deputy District Attorney

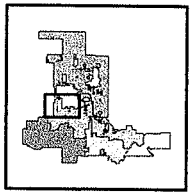


Flood Control Planning

N

LEGEND

- EXISTING LOCAL FACILITY
- EXISTING CCRFCD FACILITY
- FUTURE CCRFCD FACILITY
- PROPOSED CCRFCD FACILITY
- FUTURE CCRFCD DETENTION BASIN



LAS24B06

EXHIBIT A - GOWAN NORTH CHANNEL - LONE MOUNTAIN ROAD (EL CAPITAN WAY TO THE WESTERN BELTWAY) (LAS24B06)

\\DeptEngineering_Planning\Flood\ARCVIEW\CCRFCD\Gowan Beltway West

Due to continuous development activity this map is for reference only.

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City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Fourth Supplemental Interlocal Contract LAS05F03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the design project completion date to June 24, 2012 for the Alta Parallel System - which is bounded on the west by Rainbow Boulevard, to the north by US-95, on the east by Decatur Boulevard and on the south by Evergreen Avenue - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal contract with the Clark County Regional Flood Control District on August 14, 2003 and Supplemental Interlocal contracts dated August 10, 2006, February 8, 2007 and January 8, 2009 to design the Alta Parallel System. This Fourth Supplemental Interlocal contract will extend the design project completion date to June 24, 2012. The Clark County Regional Flood Control District approved this contract at their May 20, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Fourth Supplemental Interlocal Contract LAS05F03

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT

ALTA PARALLEL SYSTEM

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are generally identified in the 2008 Master Plan, as facilies LCLO 0000, LCLO 0008, LCLO 0054, MEAL 0100, MEAL 0130, MEAL 0209, MEAL 0256, MEAL 0258 and LCCH 0513, hereinafter referred to as "PROJECT"' and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on August 14, 2003, August 10, 2006, February 8, 2007, and January 8, 2009; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic areas as the Las Vegas Valley.

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 24, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the original Interlocal Contract dated August 14, 2003, First Supplemental Interlocal Contract dated August 10, 2006, Second Supplemental Interlocal Contract dated February 8, 2007 and Third Supplemental Interlocal Contract dated January 8, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Fourth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/1/10
Deputy City Attorney Date

Date of District Action

May 20, 2010

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 5/24/10
Christopher Figgins Date
Chief Deputy District Attorney

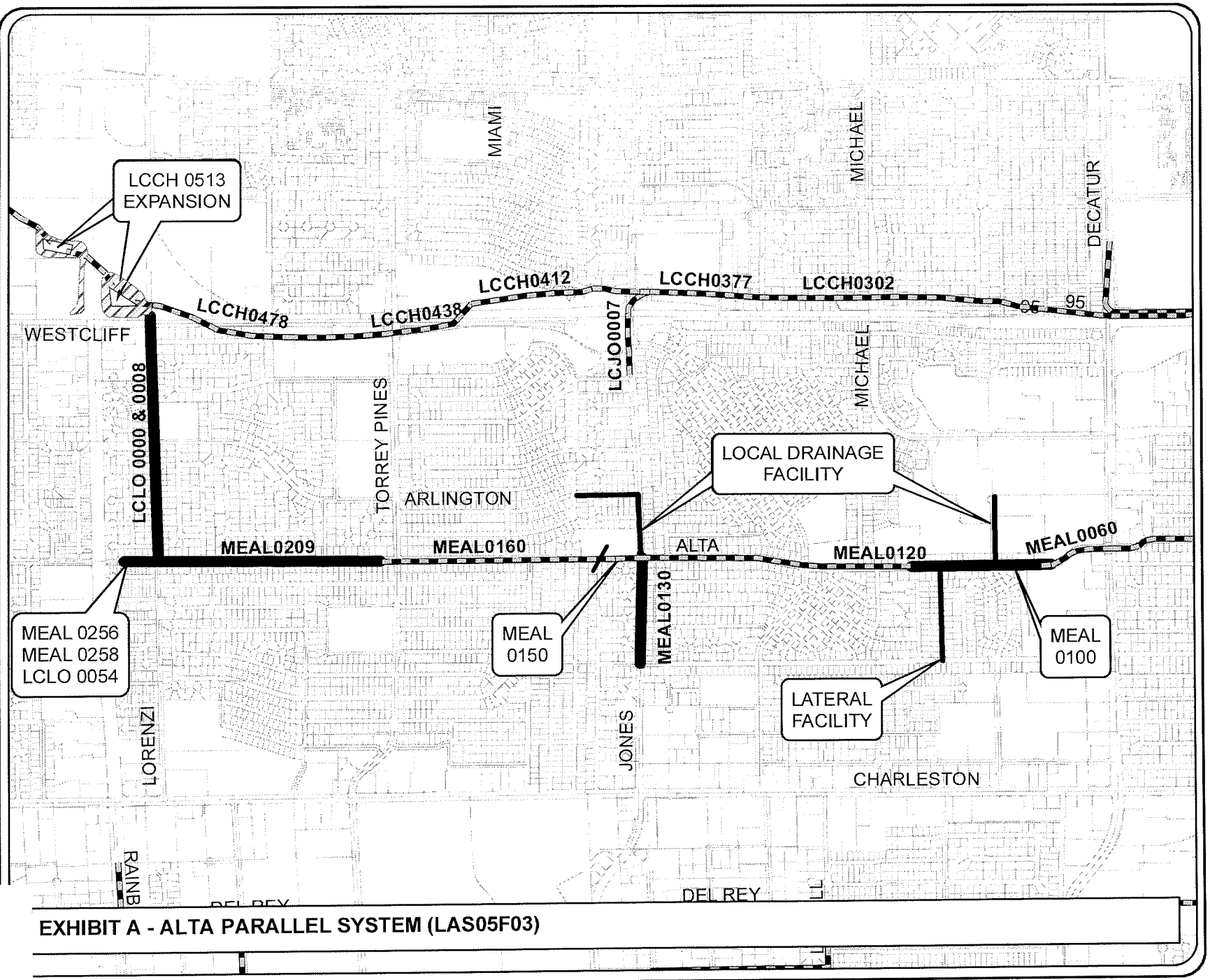


EXHIBIT A - ALTA PARALLEL SYSTEM (LAS05F03)

LAS05F03

Due to continuous development activity this map is for reference only.

0 880 1,760 Feet

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Second Supplemental Interlocal Contract LAS05H08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the construction project completion date to June 24, 2012 for the Alta Parallel System - which is bounded on the west by Rainbow Boulevard, to the north by US-95, on the east by Decatur Boulevard and on the south by Evergreen Avenue - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District on November 13, 2008 and a Supplemental Interlocal contract dated May 21, 2009 to construct the Alta Parallel System. This Second Supplemental Interlocal contract will extend the construction project completion date to June 24, 2012. The Clark County Regional Flood Control District approved this contract at their May 20, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS05H08

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

ALTA PARALLEL SYSTEM

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update, as facilities LCLO 0000, LCLO 0008, LCLO 0054, MEAL 0100, MEAL 0130, MEAL 0209, MEAL 0256, MEAL 0258 and LCCH 0513 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on November 13, 2008 and May 21, 2009; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the City wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 24, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the Interlocal Contract dated November 13, 2008 and First Supplemental Interlocal Contract dated May 21, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form

By: John S. Ridilla 6/1/10
Deputy City Attorney Date

Date of District Action

May 20, 2010

Regional Flood Control District

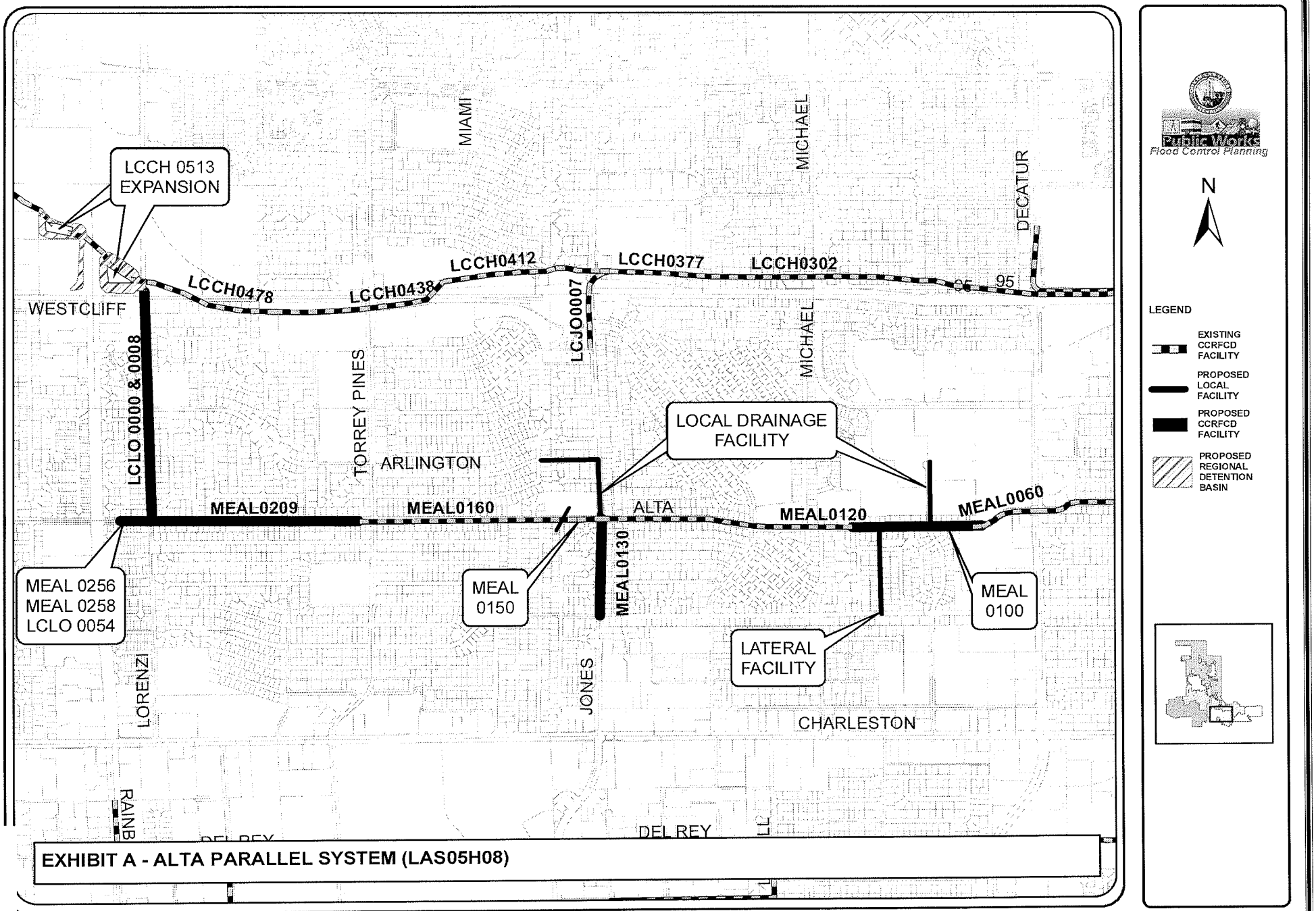
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: C Higgins 5/20/10
Christopher Figgins Date
Chief Deputy District Attorney


LCCH 0513
EXPANSION
WESTCLIFF
LCCH0478
LCCH0438
LCCH0412
LCCH0377
LCCH0302
LCJO0007
LCLO 0000 & 0008
MIAMI
MICHAEL
DECATUR
95
TORREY PINES
ARLINGTON
LOCAL DRAINAGE
FACILITY
MEAL0209
MEAL0160
ALTA
MEAL0120
MEAL0060
MEAL0130
MEAL 0256
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LATERAL
FACILITY
LORENZI
JONES
CHARLESTON
DEL REY
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LL
EXHIBIT A - ALTA PARALLEL SYSTEM (LAS05H08)
Public Works
Flood Control Planning
N
LEGEND
EXISTING CCRFCD FACILITY
PROPOSED LOCAL FACILITY
PROPOSED CCRFCD FACILITY
PROPOSED REGIONAL DETENTION BASIN
F:\WDept\Engineering_Planning\DIVISION\INTEGRATEDPLAN\Rainbow Det Basin\Exhibit A - Alta Parallel System (LAS05H02)
Due to continuous development activity
this map is for reference only.
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880
1,760
Feet

LAS05H08

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase the design contract in the amount of $100,000 for the Angel Park North - Detention Basin project bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($100,000 - CCRFCD) - Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas entered into an Interlocal Contract with the Clark County Regional Flood Control District on December 10, 2009 for the design of the Angel Park North - Detention Basin project. This First Supplemental Interlocal Contract will increase the contract in the amount of $100,000. The total cost of this contract shall not exceed $350,000. The Clark County Regional Flood Control District approved this contract at their May 20, 2010 Board meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS01D09

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

ANGEL PARK NORTH – DETENTION BASIN

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 20th day of May, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers APNO 0001, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the Interlocal Contract dated December 10, 2009 was entered into between the DISTRICT and the CITY; and

WHEREAS, the City desires to increase funding for engineering; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS shall be revised as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $335,000.

2. Environmental Mitigation in an amount not to exceed $15,000.

3. The total cost of this Contract shall not exceed $350,000 which includes all the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated December 10, 2009, shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 6/1/10
Deputy City Attorney Date

Date of District Action

May 20, 2010

Regional Flood Control District

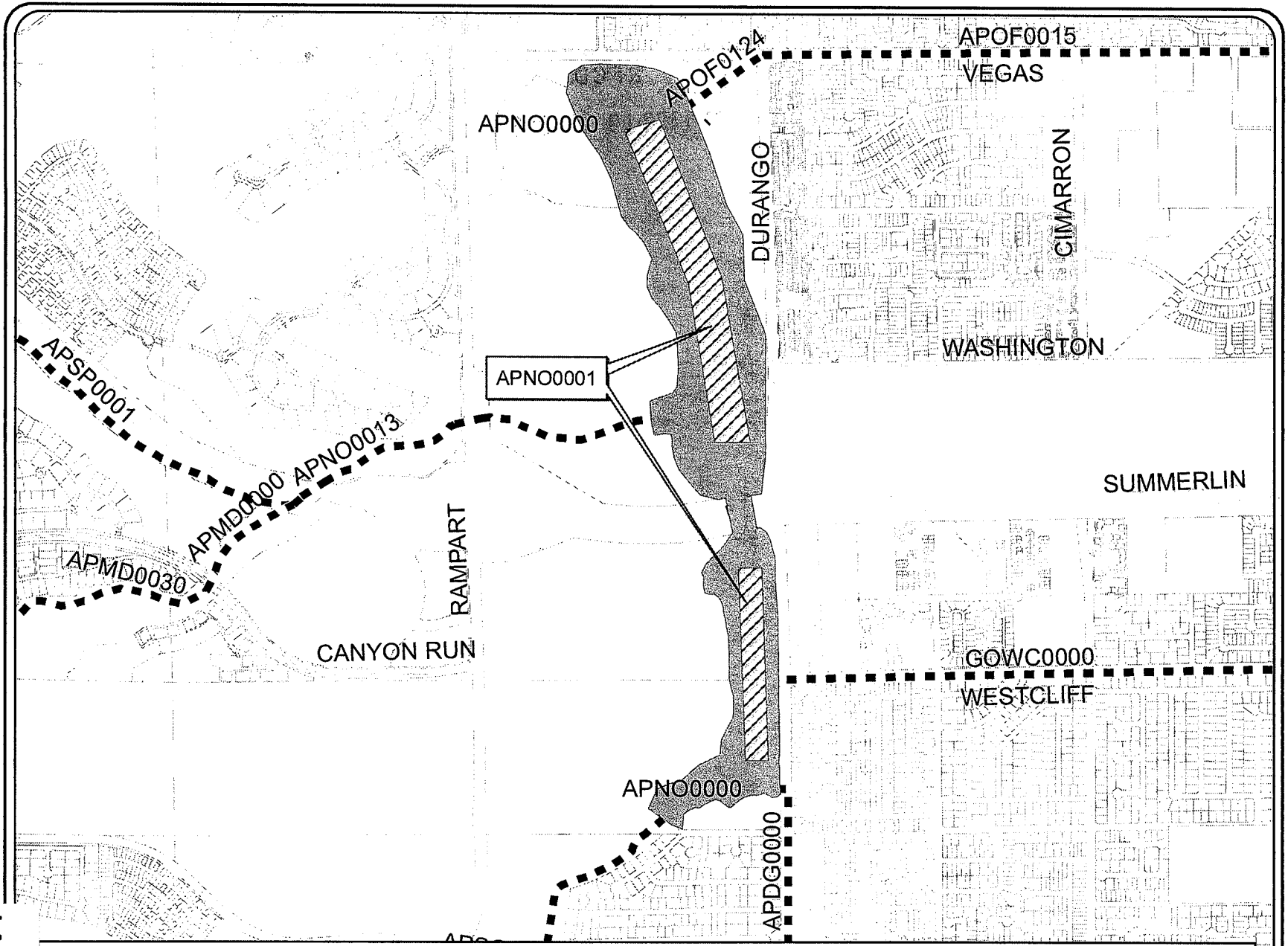
By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins 5/20/10
Christopher Figgins Date
Chief Deputy District Attorney

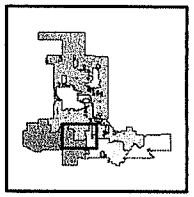


Public Works
Flood Control Planning

N

LEGEND

- PROPOSED UPGRADE REGIONAL DETENTION BASIN
- EXISTING DETENTION BASIN
- EXISTING STORM DRAIN FACILITY



LAS01D09

EXHIBIT A
ANGEL PARK NORTH - DETENTION BASIN **(LAS01D09)**

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Angel Park North - Detention Basin (LAS01D09)_10232009.mxd

Due to continuous development activity this map is for reference only.

0 670 1,340
Feet

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Right of Entry Agreement with the Union Pacific Railroad Company to allow removal of certain improvements within the railroad right of way for the proposed UPRR Symphony Park Pedestrian Bridge between Bonneville Avenue and the Lewis Avenue alignment ($2,500 - Nevada Department of Transportation [NDOT] FY 2004 Appropriation Funds) - Ward 3 (Reese) and Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500
Funding Source: NDOT FY 2004 Appropriation Funds
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
Removal of certain Union Pacific Railroad aerial light fixtures, supporting poles and associated overhead wiring within its right of way has been authorized by the Union Pacific Railroad upon approval of the Right of Entry Agreement. Removal of these improvements is necessary to allow construction of a proposed pedestrian bridge connecting the proposed 500 South Main Street Parking Garage with Symphony Park. The expenditure is the administrative fee to be paid to the Union Pacific Railroad Company.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Right Entry Agreement

Folder No. 02616-39

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of May 17, 2010, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (hereinafter the "Railroad"), and **CITY OF LAS VEGAS**, a Nevada municipal corporation, to be addressed at 400 Stewart Ave, Las Vegas, NV 89101 (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Article 2. **RIGHT GRANTED; PURPOSE.**

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the portion of Railroad's property in the vicinity of Mile Post 333.85, Cima Subdivision, at or near Las Vegas, Nevada, for the purpose of removing 6 light poles. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein in the location shown on the print marked Exhibit A, attached hereto and hereby made a part hereof, or designated by the Railroad Representative named in Article IV.

Article 3. **TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in Exhibits B and C, hereto attached, are hereby made a part of this Agreement.

Article 4. **ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.**

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this Agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the representative local Manager of Track Maintenance of the Railroad or his authorized representative (hereinafter the Railroad Representative):

Jeffrey Poppe – MTM
UPRRCO
6400 Gomer
Las Vegas, NV 89139
702.388.9225, Cell: 775.962.1103

Article 5. **TERM; TERMINATION.**

A. The grant of right herein made to Licensee shall commence on the date of this Agreement, and continue until September 30, 2010 unless sooner terminated as herein provided, or at such time as Licensee has completed its work on Railroad's property, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work on Railroad property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

Article 6. **CERTIFICATE OF INSURANCE.**

A. Before commencing any work, the Licensee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit C of this Agreement in a policy which contains the following type of endorsement:

> "Union Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Licensee, performance of any work on the property of the Railroad."

B. Licensee warrants that this Agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

C. All insurance correspondence shall be directed to: Union Pacific Railroad Company, Director (Attn.: Jon E. Devish - Folder No.02616-39), 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690.

Article 7. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at **1-800-336-9193** (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 6 of Exhibit B.

Article 8. **ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Nebraska and Utah only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 9. **LICENSE FEE.**

Licensee shall pay, and Railroad shall accept, upon the execution and return of this instrument, the nonrefundable sum of **Two Thousand Five Hundred Dollars ($2,500.00)** to cover Railroad's cost to prepare and administer this Agreement.

Flagging charges are not included in the sum recited in the preceding paragraph, and will be billed separately, if incurred.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
Federal Taxpayer I.D. #94-6001323

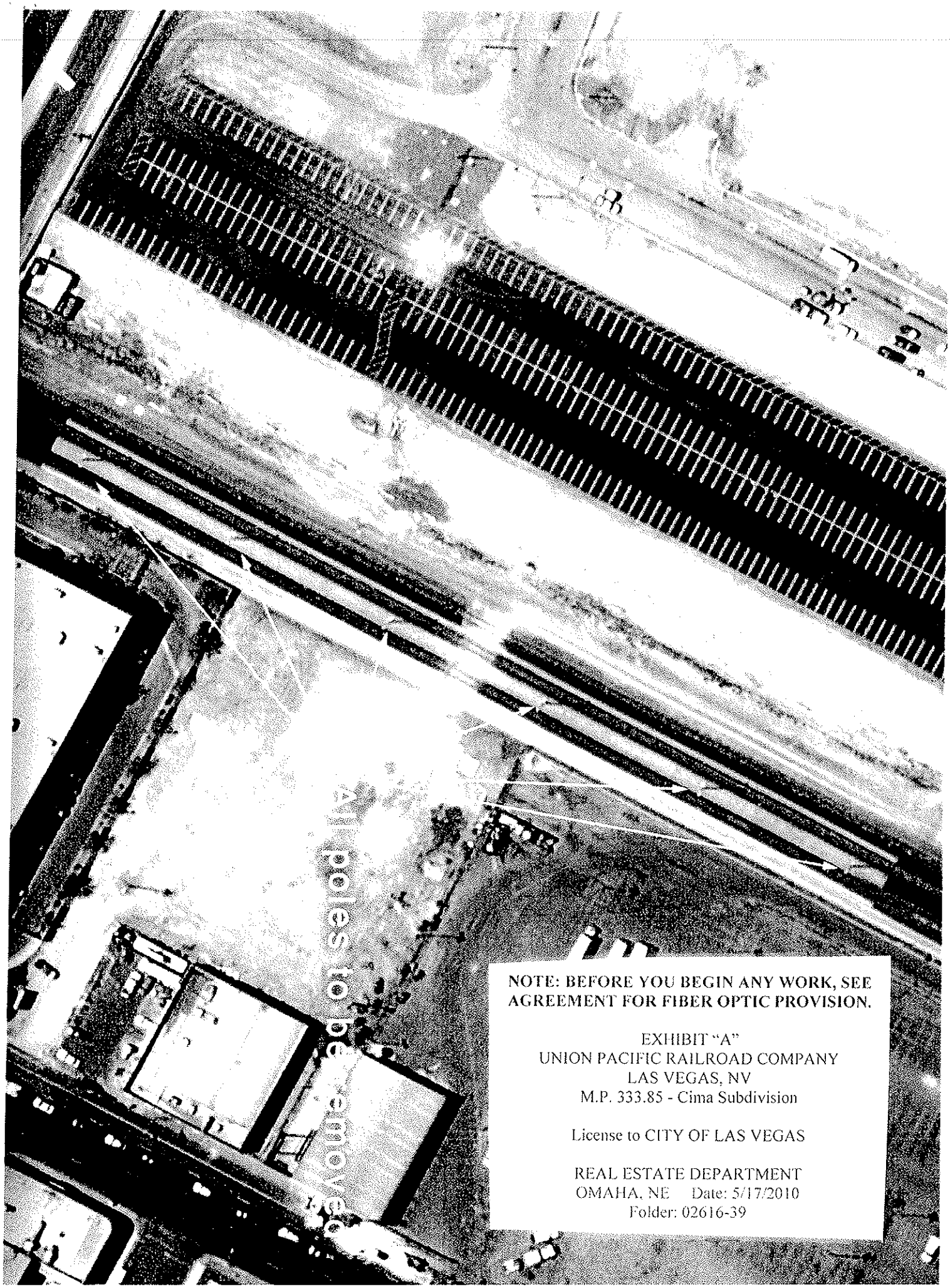
By:_____
Manager - Contracts

CITY OF LAS VEGAS

By:_____
Title:_____

(Pursuant to ordinance, resolution, or other evidence of proper authority to execute this instrument, a copy of which shall be attached to the Railroad's original counterpart of this document.)

Approved as to form
John S. Ridilla 6/1/10
John S. Ridilla Date
Deputy City Attorney



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
LAS VEGAS, NV
M.P. 333.85 - Cima Subdivision

License to CITY OF LAS VEGAS

REAL ESTATE DEPARTMENT
OMAHA, NE Date: 5/17/2010
Folder: 02616-39

EXHIBIT B

Section 1 - NOTICE OF COMMENCEMENT OF WORK – FLAGGING.

The Licensee agrees to notify the Railroad Representative at least Ten (10) days in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services, the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3 - NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4 - PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

Section 5 - MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such

work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 6 - FIBER OPTIC CABLE SYSTEMS.

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 7 - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 8 - SAFETY INSTRUCTIONS.

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be warn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.

(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 9 - <u>INDEMNITY</u>.

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

Section 10 - RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 11 - WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 12 - ASSIGNMENT – SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

Rev 090506

EXHIBIT C

Union Pacific Railroad
Contract Insurance Requirements

Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

I. Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

J. Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Settlement Agreement between the City of Las Vegas and Hill Clark and Associates, LLC, a limited liability company for Earthwork Quantity related issues on the Desert Nature Preserve project located at Hualapai Way and Alta Drive for the City of Las Vegas to accept a settlement in the amount of $2,500 - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Two quantity notes on the grading plans differed from actual field conditions. The Contractor (Wiser Construction) filed a claim against the City due to these discrepancies. The City satisfied the claim with the Contractor and requested participation from the Design Consultant. This payment from Hill Clark and Associates constitutes the amount of their deductible for Error and Omissions Insurance for their participation.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Settlement Agreement for Earthwork Quantity Related Issues on the Desert Nature Preserve Project

SETTLEMENT AGREEMENT FOR EARTHWORK QUANTITY RELATED ISSUES ON THE DESERT NATURE PRESERVE PROJECT

This Settlement Agreement ("Agreement") is made and entered into this _____ day of _____, 2010 by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and Hill Clark and Associates, LLC, a Nevada limited liability company ("Hill Clark"). City and Hill Clark are individually or collectively referred to herein as the "Settling Party" or "Settling Parties."

RECITAL

WHEREAS, On January 16, 2007, City's City Council approved a contract with Hill Clark ("Design Contract") providing for design of Desert Nature Preserve Project, which included 4,000 linear feet of 12-foot wide concrete trail with five feet of landscaping on Hualapai Way north of Alta Drive (the "Project"); and

WHEREAS, City and Hill Clark, through their respective authorized representatives, have participated in arms length negotiations related to earthwork quantity issues on the Project; and

WHEREAS, without any admission of liability, the Settling Parties now desire to settle the earthwork quantity issues on the Project, and to release each other from certain claims subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

ARTICLE I
SETTLEMENT AMOUNT

The Settling Parties hereby agree that Hill Clark will pay City Two Thousand Five Hundred Dollars ($2,500.00) (the "Settlement Amount) in consideration of execution of this Agreement, subject to the terms and conditions contained herein, by City.

Hill Clark shall pay the Settlement Amount within thirty (30) days after approval of this Agreement by City's City Council.

ARTICLE II
RELEASE

In consideration for Hill Clark paying the Settlement Amount, City hereby releases Hill Clark, its officers, employees and agents from any and all current or future claims, known and unknown, related to the earthwork quantity issues on the Project.

Specifically excluded from release are any rights City has under the Design Contract, exclusive of release provide for herein related to the earthwork quantity issues on the Project.

Hill Clark hereby represents that its counsel of record or other representative has explained the effect of the execution of this Agreement and based upon that explanation, Hill Clark understands and acknowledges the legal significance and the consequences of the claims being released by this Agreement. Hill Clark further represents that it understands and acknowledges the legal significance and consequence of the release of unknown current or future claims related to design of the Project and/or for any claims or issues against City arising from the earthwork quantity issues on the Project.

ARTICLE III
REPRESENTATION AND WARRANTY

The Settling Parties hereby represent and warrant they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters released and referenced herein, or any part or portion thereof. The Settling Parties further agree to indemnify and hold each other, their officers, employers, agents, representatives, and consultants harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligations, costs, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has been commenced), arising out of any such assignment or transfer in violation of this representation and warranty. Hill Clark further agrees to defend, indemnify and hold City or its officers harmless from any claims or causes of action, known or unknown, from Hill Clark's subconsultant(s) related to the claim in this Agreement. City agrees to notify Hill Clark immediately of any claims or causes of action, which are served or received by it. Hill Clark's obligation to defend City commences once notified by City or once it is notified by the claimant or litigant. Nothing contained herein is intended to release or indemnify for any claims except the claims contained in this Agreement.

ARTICLE IV
NO ADMISSION OF LIABILITY

It is further understood that this Agreement is a compromise of disputed claims existing between the Settling Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Settling Parties and the Settling Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

ARTICLE V
COVENANT NOT TO SUE

The Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit or arbitration action be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected with the claim in this Agreement.

ARTICLE VI
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES

1. Each Settling Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

2. Neither Settling Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling

Party is not relying upon any statement, representation or promise of the other Settling Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Settling party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

3. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.

4. Each Settling Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of the Settling Party is empowered to do so and thereby bind the Settling Party.

5. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law, or of any other circumstance whatsoever.

6. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

7. The Settling parties acknowledge that this Agreement represents a good faith settlement between Hill Clark and City, and is intended to bar all future claims by the Parties that are related to the claims in this Agreement in the past and in the future.

8. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

9. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

10. This Agreement is the entire agreement between the Settling Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.

11. This Agreement is binding upon and shall inure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the parties to this Agreement.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

13. Counterparts; Electronic Delivery. 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.

14. The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By _____
Beverly K. Bridges, CMC, City Clerk Date

APPROVED AS TO FORM:

By John S. Ridilla 6/1/10
Deputy City Attorney Date

HILL CLARK AND ASSOCIATES, LLC

By: _____

Name: BRENT CLARK

Title: COO

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

_____
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 28th day of May, 2010, before me, the undersigned Notary Public in and for said County and State, appeared BRENT B CLARK, _____ of Hill Clark and Associates, LLC, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

Hyacinth Dawn Reynolds
Notary Public

Notary Public - State of Nevada
County of Clark
HYACINTH DAWN REYNOLDS
My Appointment Expires
No: 06-109304-1 August 25, 2010

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Settlement Agreement between the City of Las Vegas and Wiser Construction, Limited-Liability Company for current and future construction issues, disputes and claims as they relate to the Desert Nature Preserve Project ($108,418.93 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $108,418.93
Funding Source: SNPLMA
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This Agreement was negotiated between the City of Las Vegas and Wiser Construction to compensate the Contractor for additional work regarding earthwork quantities that did not match the quantities listed on the project plans.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Settlement Agreement for the Desert Nature Preserve Project

SETTLEMENT AGREEMENT FOR THE DESERT NATURE PRESERVE PROJECT

This Settlement Agreement ("Agreement") is made and entered into this _____ day of _____, 2010 by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and Wiser Construction, Limited-Liability Company, a Nevada limited liability company ("Wiser"). The City and Wiser are individually or collectively referred to herein as the "Settling Party" or "Settling Parties."

RECITALS

WHEREAS, on, the City and Wiser entered into a contract ("Construction Contract") providing for the construction of a project known as the Desert Nature Preserve Project 07.15341.17-TF, which included construction of a trail and associated improvements (the "Project"), and commonly known as the Hualapai Canyon Trail Head Project; and

WHEREAS, the date of Substantial Completion of the Project was February 4, 2010; and

WHEREAS, the City and Wiser, through their respective authorized representatives, have participated in arms length negotiations related to any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project; and

WHEREAS, without any admission of liability, the Settling Parties now desire to settle any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project, subject to the terms and conditions set forth below; and

WHEREAS, the Director of Public Works, and his designated representatives, are authorized to approve modifications to the Construction Contract provided the amount of the modification does not exceed the amount of the contingency fund established for the Project; and

WHEREAS, the settlement agreed to herein by the Settling Parties will be made pursuant to a change order issued in connection with the Project, and not a payment under the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

ARTICLE I
SETTLEMENT AMOUNT

The Settling Parties hereby agree that the City will issue a change order authorizing payment to Wiser in the amount of One Hundred and Eight Thousand Four Hundred Eighteen Dollars and 93/100 Cents ($108,418.93) (the "Settlement Amount) (which includes the payment of any interest pursuant to NRS 338.010 et. seq.) as the final and complete payment for any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project, including a claim for additional compensation for extra earthwork related items of work.

The City shall pay the Settlement Amount within thirty (30) days after the execution of this Agreement by the Parties. The Settlement Amount will be paid pursuant to a change order issued in connection with, and authorized under, the Contract, which shall be approved and executed in the same manner as other change orders issued in connection with the Project.

ARTICLE II
RELEASE

In consideration for the City paying the Settlement Amount, Wiser hereby releases the City, its officers, employees, agents, representatives and consultants from any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project (including any and all additional costs related to change orders or requests for proposals) and any and all damages incurred (including delay damages) in connection therewith.

Wiser hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all known and unknown current or future construction issues, disputes, and claims as they relate to the Project, as provided for herein and, based upon that explanation, Wiser understands and acknowledges the legal significance and the consequences of the construction issues, disputes, and claims being released by this Agreement.

ARTICLE III
REPRESENTATION AND WARRANTY

The Parties hereby represent and warrant they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters released and referenced herein, or any part or portion thereof. The Parties further agree to indemnify and hold each other, their officers, employers, agents, representatives, and consultants harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligations, costs, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has been commenced), arising out of any such assignment or transfer in violation of this representation and warranty. Wiser further agrees to defend, indemnify and hold the City or its officers harmless from any claims or causes of action, known or unknown, from Wiser's subcontractors of any tier, and material suppliers in the past or in the future related to the settled construction issues, disputes, and claims in this Agreement. The City agrees to notify Wiser immediately of any claims or causes of action, which are served or received by the City. Wiser's obligation to defend the City commences once notified by the City or once it is notified by the claimant or litigant.

ARTICLE IV
NO ADMISSION OF LIABILITY

It is further understood that this Agreement is a compromise of any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project existing between the Settling Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Settling Parties and the Settling Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

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ARTICLE V
COVENANT NOT TO SUE

The Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit or arbitration action be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected to all known and unknown current or future construction issues, disputes, and claims as they relate to the Project

ARTICLE VI
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES

1. The Settling parties acknowledge that this Agreement represents a good faith settlement between Wiser and the City, and is intended to bar all future claims by the Parties that are related to the Project.

2. Each Settling Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

3. Neither Settling Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling Party is not relying upon any statement, representation or promise of the other Settling Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Settling party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

4. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.

5. Each Settling Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The persons executing this Agreement on behalf of the Settling Parties are empowered to do so and thereby bind the Settling Party.

6. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law, or of any other circumstance whatsoever.

7. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

8. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

9. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

10. This Agreement is the entire agreement between the Settling Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.

11. This Agreement is binding upon and shall insure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the Parties to this Agreement.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

13. Counterparts; Electronic Delivery. 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.

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14. The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By John S. Ridilla 6/14/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

WISER CONSTRUCTION LIMITED-LIABILITY COMPAMY

By: _____

Name: Eric Howdeh

Title: Project Manager

Notary Acknowledgements on Next Page

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

_____
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 14 day of June, 2010, before me, the undersigned Notary Public in and for said County and State, appeared Eric Hauck, _____ of Wiser Construction, Limited-Liability Company, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

KAYLA JOSHUA
Notary Public, State of Nevada
Appointment No. 07-2861-1
My Appt. Expires Dec 16, 2010

_____
Notary Public

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Settlement Agreement for the Detention Control Room Expansion Project between the City of Las Vegas and St. George Contracting, Inc., for extended field overhead issues, located at 3300 Stewart Avenue ($43,050 – Detention Capital Project Fund) - Ward 3 (Reese)

Fiscal Impact

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

Amount: $43,050
Funding Source: Detention Capital Project Fund
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This agreement was negotiated between the City of Las Vegas and St. George Contracting Inc., for extended field overhead caused by delays in project due to Owner requested and code required changes to original scope.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Settlement Agreement for the Detention Control Room Expansion Project

SETTLEMENT AGREEMENT FOR THE DETENTION CONTROL ROOM EXPANSION PROJECT

This SETTLEMENT AGREEMENT FOR THE DETENTION CONTROL ROOM EXPANSION PROJECT ("Agreement") for the is made and entered into this _____ day of _____, 2010 by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and St. George Contracting Inc., a corporation organized under the laws of the State of Nevada ("St. George"). The City and St. George are individually or collectively referred to herein as the "Settling Party" or "Settling Parties."

RECITALS

WHEREAS, on, the City and St. George entered into a contract ("Construction Contract") providing for the construction of a project known as the Detention Control Room Expansion, Bid No. 06.15341.17-LED (the "Project"); and

WHEREAS, the date of Substantial Completion of the Project was April 11, 2008; and

WHEREAS, the City and St. George, through their respective authorized representatives, have participated in arms length negotiations related to any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project; and

WHEREAS, without any admission of liability, the Settling Parties now desire to settle any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project, subject to the terms and conditions set forth below; and

WHEREAS, the Director of Public Works, and his designated representatives, are authorized to approve modifications to the Construction Contract provided the amount of the modification does not exceed the amount of the contingency fund established for the Project; and

WHEREAS, the settlement agreed to herein by the Settling Parties will be made pursuant to a change order issued in connection with the Project, and not a payment under the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Settling Parties hereto agree as follows:

ARTICLE I
SETTLEMENT AMOUNT

The Settling Parties hereby agree that the City will issue a change order authorizing payment to St. George in the amount of Forty Three Thousand and Fifty Dollars and No Cents ($43,050.00) (the "Settlement Amount) (which includes the payment of any interest pursuant to NRS 338.010 et. seq.) as the final and complete payment for any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project.

The City shall pay the Settlement Amount within thirty (30) days after the execution of this Agreement by the Parties. The Settlement Amount will be paid pursuant to a change order issued in connection with, and authorized under, the Contract, which shall be approved and executed in the same manner as other change orders issued in connection with the Project.

ARTICLE II
RELEASE

In consideration for the City paying the Settlement Amount, St. George hereby releases the City, its officers, employees, agents, representatives and consultants from any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project (including any and all additional costs related to change orders or requests for proposals) and any and all damages incurred (including delay damages) in connection therewith.

St. George hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all known and unknown current or future construction issues, disputes, and claims as they relate to the Project, as provided for herein and, based upon that explanation, St. George understands and acknowledges the legal significance and the consequences of the construction issues, disputes, and claims being released by this Agreement.

ARTICLE III
REPRESENTATION AND WARRANTY

The Parties hereby represent and warrant they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party hereto, claims or rights as to any of the matters released and referenced herein, or any part or portion thereof. The Parties further agree to indemnify and hold each other, their officers, employers, agents, representatives, and consultants harmless from and against any claim, demand, damage, liability, accounting, reckoning, obligations, costs, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred, whether or not litigation has been commenced), arising out of any such assignment or transfer in violation of this representation and warranty. St. George further agrees to defend, indemnify and hold the City or its officers harmless from any claims or causes of action, known or unknown, from St. George's subcontractors of any tier, and material suppliers in the past or in the future related to the settled construction issues, disputes, and claims in this Agreement. The City agrees to notify St. George immediately of any claims or causes of action, which are served or received by the City. St. George's obligation to defend the City commences once notified by the City or once it is notified by the claimant or litigant.

ARTICLE IV
NO ADMISSION OF LIABILITY

It is further understood that this Agreement is a compromise of any and all known and unknown current or future construction issues, disputes, and claims as they relate to the Project existing between the Settling Parties and the execution of this Agreement is not to be construed as an admission of liability on the part of Settling Parties and the Settling Parties deny liability therefore and that this Agreement intends merely to avoid the cost of further litigation and buy its peace.

ARTICLE V
COVENANT NOT TO SUE

The Parties covenant and agree they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising a lawsuit or arbitration action be commenced against the other which arises out of, or is or may be, in whole or in part, based upon, related to, or connected to all known and unknown current or future construction issues, disputes, and claims as they relate to the Project

ARTICLE VI
MISCELLANEOUS REPRESENTATIONS AND WARRANTIES

1. The Settling parties acknowledge that this Agreement represents a good faith settlement between St. George and the City, and is intended to bar all future claims by the Parties that are related to the Project.

2. Each Settling Party has received independent legal advice from its attorney with respect to the advisability of making the settlement provided for herein and the execution of this Agreement.

3. Neither Settling Party, nor any officer, agent, council member, partner, employee, representative, trustee or attorney of or for any Settling Party, has made any statement or representation to the other Settling Party regarding any fact relied upon entering into this Agreement and each Settling Party is not relying upon any statement, representation or promise of the other Settling Party, and officer, agent, council member, partner, employee, representative, trustee or attorney of the Settling party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

4. Each Settling Party to this Agreement has made such investigations of the facts pertaining to this Agreement and the settlement set forth herein, and all of the matters pertaining thereto, as it deems necessary.

5. Each Settling Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The persons executing this Agreement on behalf of the Settling Parties are empowered to do so and thereby bind the Settling Party.

6. In entering into this Agreement and the settlement provided for herein, each Settling Party assumes the risk of any misrepresentation or mistake. This Agreement is intended to be, and hereby is, final and binding upon the Settling Parties, regardless of any claims of misrepresentations, promise made without intent to perform, concealment of act, mistake of fact or law, or of any other circumstance whatsoever.

7. Each Settling Party warrants and represents that (i) this Agreement in its reduction to final written form is a result of extensive good faith arms length negotiations between the Settling Parties through their respective representatives; (ii) said representatives have carefully reviewed and examined this Agreement for execution by the Settling Parties, or any of them; and (iii) any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

8. The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in enforcing this Agreement.

9. This Agreement shall be deemed to have been executed and delivered within the State of Nevada, and the rights and obligations of the Settling Parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of Nevada. Claims to enforce this Agreement are subject to arbitration in accordance with the rules of the American Arbitration Association.

10. This Agreement is the entire agreement between the Settling Parties with respect to the Project, and supersedes all prior and contemporaneous oral and written agreements and discussions.

11. This Agreement is binding upon and shall insure to the benefit of the Settling Parties hereto and each of their present and former respective heirs, successors in interest, agents, employees, servants, principals, council members, assigns, assignors, executors, guarantors, attorney's associates, affiliates and/or any other person or entity otherwise related or connected to the Parties to this Agreement.

12. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

13. Counterparts; Electronic Delivery. 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.

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14. The Settling Parties hereby certify that each has read all of the Agreement and fully understand the same.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

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

John S. Ridilla
Deputy City Attorney

ST. GEORGE CONTRACTING, INC.

By: Hany S. Morice

Name: Hany S. Morice

Title: VICE-PRESIDENT

Notary Acknowledgements on Next Page

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

_____
Notary Public

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On this 9th day of June, 2010, before me, the undersigned Notary Public in and for said County and State, appeared Nancy S. Morici, _____ of St. George Contracting, Inc. known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes mentioned therein.

Pamela Samuolis
Notary Public

PAMELA SAMUOLIS
Notary Public State of Nevada
No. 00-63724-1
My appt. exp. July 11, 2012

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS

R-50 -2010 – Approval of Resolution authorizing the City Manager or a designee to approve and execute certain contracts and other documents relating to the City's purchase and sale of properties under the City's Neighborhood Stabilization Program.

Fiscal Impact

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

PURPOSE/BACKGROUND:
Last November, the City Council approved a resolution authorizing the City Manager or a designee to approve and execute contracts and other documents relating to the City's purchase of properties under the City's Neighborhood Stabilization Program (the "Program"). There is a need to expand that authorization to include documents relating to the sale of such properties as well. This Resolution will combine into one document the authorization relative to both purchases and sales under the Program.

RECOMMENDATION:
It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
Resolution No. R-50-2010

RESOLUTION AUTHORIZING THE CITY MANAGER OR A DESIGNEE TO APPROVE AND EXECUTE CERTAIN CONTRACTS AND OTHER DOCUMENTS RELATING TO THE CITY'S PURCHASE AND SALE OF PROPERTIES UNDER THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM

WHEREAS, pursuant to Section 3.030(7) of the Las Vegas City Charter, the City Council may authorize the City Manager to execute those contracts delegated to him or her by the Council; and

WHEREAS, in June 2006 the City Council approved a resolution (R-48-2006) which, among other things, authorized the City Manager to award and execute certain types of contract documents under the circumstances described; and

WHEREAS, in November 2009 the City Council approved a resolution (R-79-2009) which authorized the City Manager or a designee to approve and execute contracts and other documents related to the City's purchase of properties under the City's Neighborhood Stabilization Program, as approved by the City Council on November 19, 2008, and July 15, 2009 (the "Program"); and

WHEREAS, the City Council finds that it is of benefit to the City to authorize the City Manager or a designee to approve and execute contracts and other documents relating to the City's sale of properties under the Program as well; and

WHEREAS, the City Council intends to set forth in this Resolution the combined authorization relative to both purchases and sales of properties under the Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada as follows:

1. The City Manager or a designee is hereby authorized to approve and execute contracts and other documents related to the City's purchase and sale of properties under the Program.

2. The following actions are hereby ratified:

A. Actions taken by the City Manager or the Director of Neighborhood Services regarding purchases under the Program prior to the adoption of Resolution R-79-2009.

B. Actions taken by the City Manager or the Director of Neighborhood Services

regarding sales under the Program prior to the adoption of this Resolution

3. This Resolution shall supersede Resolution R-79-2009.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2010.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Valstead 6-23-10
Date

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
RESOLUTION:

R-51-2010 - Approval of a Resolution supporting a County Advisory Ballot Question regarding the authority of the State Legislature to take certain actions that impact local governments without the consent of the affected local governing bodies - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution supports Clark County in its efforts to propose to local voters an advisory ballot question regarding the authority of the State Legislature to take certain actions that impact local governments without the consent of the affected local governing bodies. The City Council's support for such a ballot question is general in nature and is not limited to any particular scope or language that the ballot question might ultimately take.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-51-2010

RESOLUTION SUPPORTING A COUNTY ADVISORY BALLOT QUESTION REGARDING THE AUTHORITY OF THE STATE LEGISLATURE TO TAKE CERTAIN ACTIONS THAT IMPACT LOCAL GOVERNMENTS WITHOUT THE CONSENT OF THE AFFECTED LOCAL GOVERNING BODIES

WHEREAS, local governments within Nevada provide vital services to the community including, but not limited to, fire and police protection, courts, water and sewer systems, public works infrastructure such as roads, and parks and recreation; and

WHEREAS, the State of Nevada and local governments have experienced unprecedented reductions in revenue which have required very difficult budget reductions affecting each and every citizen in the State of Nevada; and

WHEREAS, the economic forecast indicates continued revenue declines for both the State of Nevada and local governments; and

WHEREAS, the State of Nevada and local governments need to determine how best to preserve those vital services demanded of the public given their budget constraints; and

WHEREAS, there needs to be a dialogue between the State Legislature and local governments prior to decisions being made by the State Legislature that have a negative fiscal impact on those local governments; and

WHEREAS, Clark County proposes to submit to local voters at the upcoming general election an advisory ballot question regarding the authority of the State Legislature to take certain actions that impact local governments without the consent of the affected local governing bodies; and

WHEREAS, such actions include actions to decrease revenues or reserves collected by, distributed to, or held by local governments, as well as actions to impose fees on or mandate new or different services be performed by local governments; and

WHEREAS, the City Council desires to indicate its support for Clark County's proposal to submit such an advisory ballot question.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to support Clark County in its efforts to propose to local voters an advisory ballot question regarding the authority of the State Legislature to take certain actions that impact local

governments without the consent of the affected local governing bodies, actions including those listed above. The City Council's support for such a ballot question is general in nature and is not limited to any particular scope or language that the ballot question might ultimately take.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2010.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 6-24-10
Date

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
ADMINISTRATIVE:

Report regarding the progress of the design and creation of a world class Veterans Memorial to be constructed at Huntridge Circle Park which is located at Maryland Parkway and Charleston Boulevard - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Representatives for the Las Vegas Veterans Memorial Foundation, a non-profit organization created by American Shooters, will report on the progress of the design and creation of the Veterans Memorial to be constructed at Huntridge Circle Park. This memorial will be designed to honor past, present and future veterans and their families. Upon completion, the Memorial will be donated to the City of Las Vegas as a public art project. All funding for the construction of the project will be made through private funding sources and donations.

RECOMMENDATION:
Accept report as provided

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding a Memorandum of Understanding between City Parkway V, Inc., and The Smith Center for the Performing Arts, a Nevada non-profit corporation, to express a mutual intent to negotiate agreements relating to the donation of parcel M3 at Symphony Park located at 100 South Grand Central Parkway (APN 139-34-211-001) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Symphony Park Master Plan has designated parcel M3 at Symphony Park as a neighborhood park. City Parkway V, Inc., is unable to fund the construction and operations of the park before construction is completed on The Smith Center for the Performing Arts. The Smith Center for the Performing Arts has obtained a grant from the Reynolds Foundation for the design, construction and maintenance of the park, if City Parkway V, Inc., is able to transfer ownership of the park as a donation. The purpose of the Memorandum of Understanding is to set forth a non-binding mutual statement of intent with connection to the park that will be detailed in a future Disposition and Development Agreement.

RECOMMENDATION:
Approval and authorization of City Parkway V, Inc., to execute the Memorandum of Understanding.

BACKUP DOCUMENTATION:
1. Memorandum of Understanding
2. Site Map



The Center for the Performing Arts
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the ___ day of July, 2010 (the "Effective Date"), by and between THE SMITH CENTER FOR THE PERFORMING ARTS, a Nevada non-profit corporation ("PAC"), and CITY PARKWAY V, INC., a Nevada non-profit corporation ("CPV"). CPV and PAC are individually or collectively referred to herein as "party" or "parties."

RECITALS

WHEREAS, PAC is a 501 (c)(3) organization dedicated to developing, building and operating a world class performing arts center in the City of Las Vegas, Nevada (the "City");

WHEREAS, CPV is the owner of that certain real property as depicted and described on Exhibit "A" attached hereto and hereby made a part hereof (the "Park");

WHEREAS, CPV may gift, and PAC may accept, the Park, on which PAC would then develop and operate the Park as more fully described in this MOU; and

WHEREAS, the parties desire to enter into this MOU in order to memorialize the current understanding of the parties with respect to the design, development and operation of the Park and for the negotiation of the DDA (hereinafter defined).

AGREEMENT

NOW, THEREFORE, the parties hereby set forth their nonbinding mutual statement of intent in connection with the Park as follows:

1. Nonbinding Nature of MOU. The parties acknowledge that because of the many uncertainties concerning the Park and its development, this MOU serves as an expression of a mutual intent of the Parties to negotiate agreements relating to the donation of the Park by CPV to PAC and the ownership, construction, operation and maintenance of the Park by PAC. Nothing contained herein shall be deemed legally binding upon either party. The parties shall only be legally obligated to one another upon the execution and delivery of the DDA and related agreements. The parties agree that the term of this MOU shall commence on the Effective Date and expire on September 30, 2010 and in the event a DDA is not entered into by that date for any reason, this MOU shall automatically expire and be of no further force and effect, PAC agrees that this MOU creates no ownership or other rights whatsoever on the part of PAC in the Park.

2. Character of the Park. The Park should be a welcoming green space and a desirable location for public art, with lawns, trees and beautiful landscaping. It is anticipated that the Park would generally be open to the public during daylight hours, as well as during events and performances. The Park should be designed to be capable of hosting outdoor concerts and events for both neighborhood residents and the general public of greater Las Vegas.

3. Conveyance and Private ownership. It is contemplated that the Park shall be conveyed from CPV to PAC as a gift and for no consideration payment or other consideration to be owned by PAC.

4. Schedule. Design and construction coordination and schedule shall be determined by the parties at a later date. However, the parties agree that the Park would be completed in advance of the March 2012 opening of the performing arts center. Such design and construction schedule shall be consistent with such date.

5. Design Standards Compliance and Permits.

(a) All designs shall be approved by Symphony Park Design Review Committee and shall be in compliance with all applicable rules and regulations.

(b) The design of the Park should also include the designation of areas for the construction and operation of appropriate retail and other accessory uses which, if not used by PAC, shall be available for lease.

6. Dispositions and Development Agreement.

(a) CPV and PAC shall negotiate a Disposition and Development Agreement ("DDA") whereby the Park will be conveyed by CPV to the PAC and which will set forth the terms and conditions of such conveyance.

(b) It is contemplated that the DDA shall contain the requirements for the design, permitting and funding of the Park construction prior to and as a condition to the conveyance of the Park to PAC.

(c) It is further contemplated that the DDA would set forth the requirement for funding environmental remediation up to an agreed cost cap amount and pursuant to an approved environmental remediation plan. CPV would fund this effort up to the cost cap amount. The conditions relating to the cost cap and other conditions relating to remediation will be set forth in a Project Environmental Management Agreement which shall be an exhibit to the DDA.

7. Declaration of Special Land Use Restrictions. At the closing of the conveyance of the Park, it is anticipated that the parties shall enter into a Declaration of Special Land Use Restrictions (the "DSLURS") which shall be recorded in the Official Records of Clark County, Nevada against title to the Park. It is further contemplated that the DSLURS should govern PAC's obligation to construct the Park pursuant to the agreed design, to maintain the Park to agreed standards of maintenance, and to operate the Park within the parameters set forth in Section 8 below. The DSLURS shall restrict the use of the Park to a park and its accessory uses. All other uses may be prohibited.

8. Operations and Management.

(a) Maintenance responsibilities associated with the Park would be borne by PAC at PAC's expense pursuant to agreed upon standards. PAC may be required to maintain customary insurance for the operation of the Park.

(b) Hours of operations are to be determined by the parties, but in any event shall be between dawn and dusk during which the Park will be open for use by members of the general public and operating hours for night time events and performances shall be established.

(c) The Park would be available as a performance venue for outdoor concerts and events presented by PAC.

(d) In addition, PAC would make the Park available for rent by the public for public and private events at reasonable rental rates competitive with other similar venues in Las Vegas, to be determined upon completion of the Park. Such public and private events may include, but not be limited to, public and private parties, concerts, weddings, events, walk-a-thons and similar events.

(e) Conditions of use, rental terms, insurance and other similar requirements may be established by PAC, provided, however, that such terms, including rental charges, shall be done in a non-discriminating manner for all parties, and the availability of the Park to such uses shall be at all times during the year and no less than an agreed upon amount of days as may be set forth in the DSLURS.

(f) DSLURS should set forth agreed prohibitions on the use of the Park which PAC may agree to enforce.

(g) The DSLURS will provide benchmarks for a requirement that PAC begin to use reasonable efforts for securing retail users for the retail locations designated for the Park. The parties agree that PAC shall have the right to directly operate retail within the Park. Upon completion of the construction of the retail uses to the Park, such space shall include restrooms to be maintained by the retail operator.

(h) PAC may agree to provide restrooms for all events it hosts and such facilities shall remain open during hours when the Park is rented out for public or private events, as more fully described in Section 8(d) above.

9. Landscape. The contractual relationship with Design Workshop, Inc., a Colorado corporation, ("Design Workshop") may be reestablished. PAC may begin work with Design Workshop to create plans and consult on the landscape for the Park.

10. Technology. The DDA should also include certain provisions regarding the need for wiring to be installed during the initial construction and landscaping of the Park. Such wiring should allow for integration into the Symphony Park Master Association ("SPMA") technological systems, which shall only be utilized in the event that the Park is no longer owned and operated by PAC. Provided that the costs to install such wiring do not exceed an amount to be agreed upon by the parties in the DSLURS, the costs of such wiring and installation shall be borne by PAC,

11. Default.

(a) Conditions of default under the DSLURS may include PAC failing to operate the performing arts center, PAC's failing to maintain the Park to the agreed standard and/or failing of PAC to comply with the covenants of operating the Park as set forth in DSLURS.

(b) In the event of a default under the DSLURS, CPV or its designee would have the right to cure such default and collect the costs of such cure from PAC and/or the right to require a conveyance by PAC of the Park to the City or similar governmental entity. In the event of default in connection with PAC's obligations related to retail uses, PAC would not be able to give SPMA preferential rights to develop the retail uses. Alternatively, PAC would be required to undertake a neutral process to select a developer for the retail uses on an arm's length basis.

(c) In the event of a transfer by PAC, PAC could only transfer the Park to another 501(c)(3) entity or to a state or local government for public use, unless the transfer is for consideration equal to the fair market value of the property. Fair market value would be determined at the time of the transfer by an independent appraiser selected by PAC, provided, however, that such appraisal would be based upon the permanent restriction that the Park be used as a park. However, it is common practice for properties owned by 501(c)(3) entities to be sold utilizing auction procedures. Accordingly, PAC may utilize such procedures if the property would be sold or transferred.

12. Contingencies.

(a) The DDA should provide that the following are contingencies to each party's respective obligations to the close of the conveyance of the Park to PAC:

(b) Approval by the governing council of the City;

(c) Obtaining the approvals of the various developers in master development in which the Park is located as may be necessary for PAC to operate and maintain the Park, including any required amendments to the Symphony Park Charter; and

(d) Formalization of Donald W. Reynolds Foundation funding for Park construction.

13. Appropriation Requirement.

Any monetary obligations of CPV hereunder or other obligations of CPV hereunder which require an outlay of money by CPV for the performance thereof are subject to the governing body of the CPV making an appropriation to pay the same, and nothing in this MOU obligates the governing body to make any such appropriation which has not been made before the Effective Date.

14. Miscellaneous Provisions.

(a) Current Understanding. This MOU constitutes the entire understanding between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all understandings, negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or agreements between the parties in connection with the subject matter hereof except as are set forth herein.

(b) Amendment, Modifications. This MOU may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

(c) Headings. All section and paragraph titles or captions are for convenience only and shall not be deemed a part of this MOU unless so specified.

(d) Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

(e) Days of the Week. If the date upon which any act is to be performed or notice is to be delivered under this MOU shall fall upon a Saturday, Sunday or legal holiday, such act or notice shall be timely if performed or delivered on the next business day.

(f) Non-liability of Officials and Employees. No member, official or employee of any party, or any other governing body shall be personally liable under the terms of this MOU; and any and all such personal liability of every such person, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such person, or under or by reason of the obligations, covenants or agreements contained in this MOU or implied therefrom are expressly waived and released as a condition of, and as a consideration for, the execution of this MOU.

(g) No Third Party Beneficiaries. Nothing in this MOU shall confer upon any person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this MOU.

(h) Construction. The terms and conditions of this MOU shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each

of them has reviewed this MOU and has had the opportunity to have it reviewed by an attorney and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOU, including its exhibits or any amendments. The parties further agree that prior drafts of this MOU shall not be relevant or considered in connection with the construction or interpretation of this MOU, or to vary, modify or contradict any of the terms or provisions of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written above.

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

ATTEST:

_____
_____, Title

APPROVED AS TO FORM:

_____ Esq
Date
6-18-10

PAC

THE SMITH CENTER FOR THE PERFORMING ARTS, a Nevada non-profit corporation

By: _____
Name: _____
Title: _____

410.128
3-3-09
D. JENSEN

Exhibit 'A'

Legal Description, M3 Parcel

SITUATE IN THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, BEING A PORTION OF LOT 5 AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA RECORDER IN BOOK 53 OF PLATS ON PAGE 61, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 383.24 FEET TO THE CENTERLINE INTERSECTION OF BONNEVILLE AVENUE AND PROMENADE PLACE; THENCE ALONG THE CENTERLINE OF PROMENADE PLACE, NORTH 17°53'58" EAST, 188.15 FEET TO A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF PROMENADE PLACE AND ALONG THE ARC OF A 2053.00 FOOT RADIUS CURVE TO THE RIGHT, 362.42 FEET, WITH A CENTRAL ANGLE OF 10°06'52"; THENCE CONTINUING ALONG SAID CENTERLINE, NORTH 28°00'50" EAST, 583.65 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 61°59'10" EAST, 17.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROMENADE PLACE, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 28°00'50" EAST, 73.81 FEET TO A CURVE CONCAVE SOUTHERLY; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG AN ARC OF A 1130.00 FOOT RADIUS CURVE THE RIGHT, 76.94 FEET, WITH A CENTRAL ANGLE OF 03°54'04", TO A POINT OF COMPOUND CURVE TO WHICH A RADIAL LINE BEARS, NORTH 58°05'06" WEST; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF PROMENADE PLACE AND EASTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.01 FEET, WITH A CENTRAL ANGLE OF 86°00'22", TO THE NORTHERLY RIGHT-OF-WAY OF SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 62°04'44" EAST, 382.10 FEET TO A CURVE CONCAVE WESTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND SOUTHERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.70 FEET, WITH A CENTRAL ANGLE OF 89°58'27" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CITY PARKWAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 27°53'43" WEST, 150.00 FEET TO A CURVE CONCAVE NORTHERLY; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY AND WESTERLY ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.71 FEET, WITH A CENTRAL ANGLE OF 90°01'33", TO THE NORTHERLY RIGHT-OF-WAY SYMPHONY PARK AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 385.00 FEET TO A

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CURVE CONCAVE EASTERLY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND NORTHERLY, ALONG THE ARC OF A 10 FOOT RADIUS CURVE TO THE RIGHT, 15.72 FEET, WITH A CENTRAL ANGLE OF 90°05'34", TO **THE POINT OF BEGINNING**.

PARCEL CONTAINS 68,646 SQUARE FEET, MORE OR LESS.

LAND SURVEYOR, PLS
DENNIS H. JENSEN
NEVADA LICENSE NO. 5859

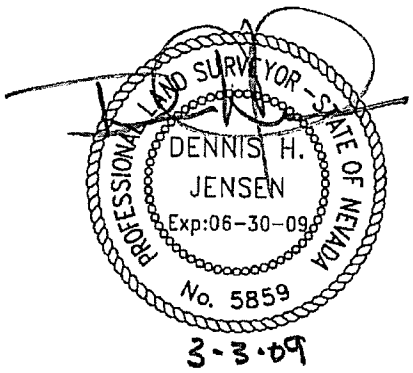

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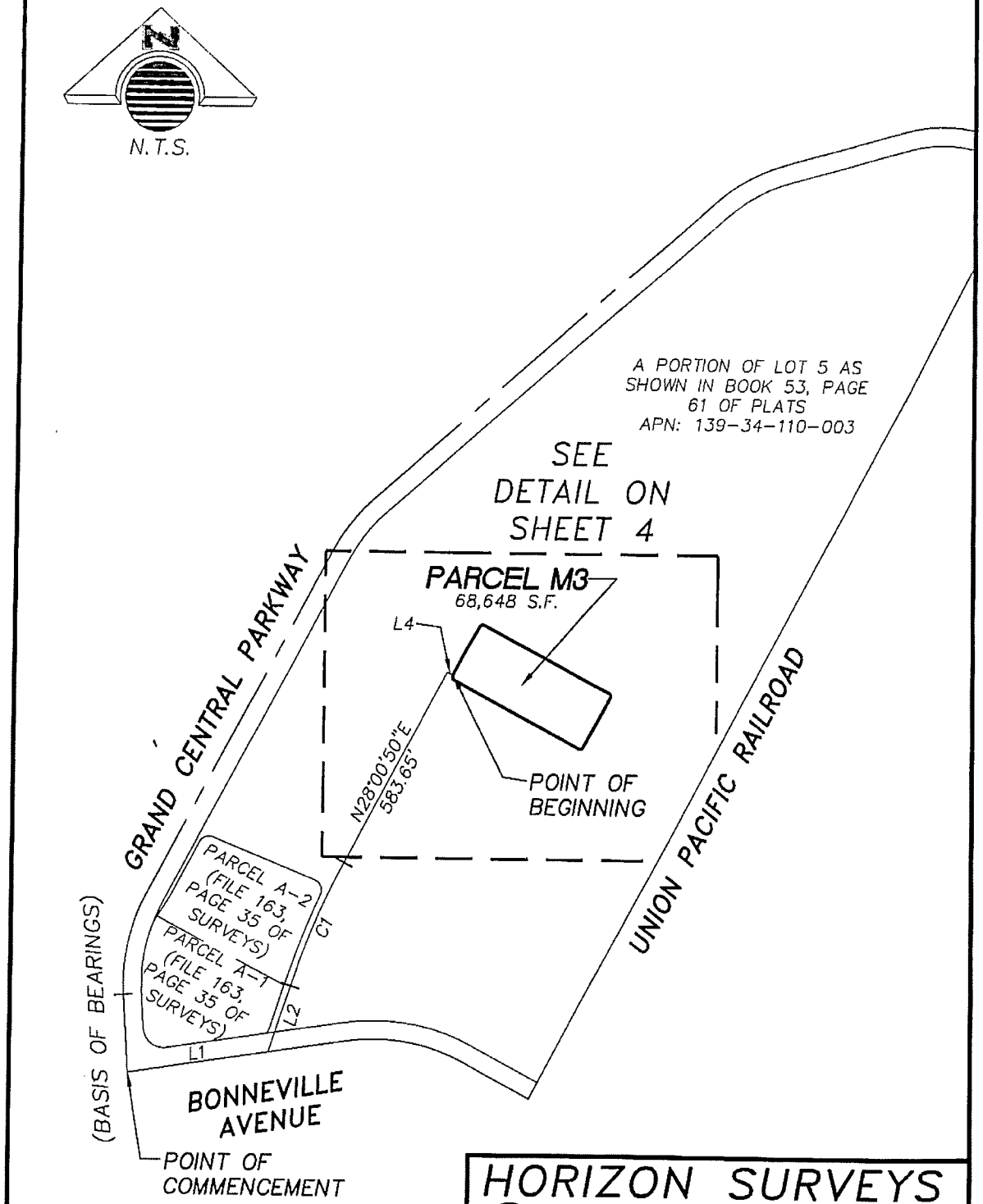
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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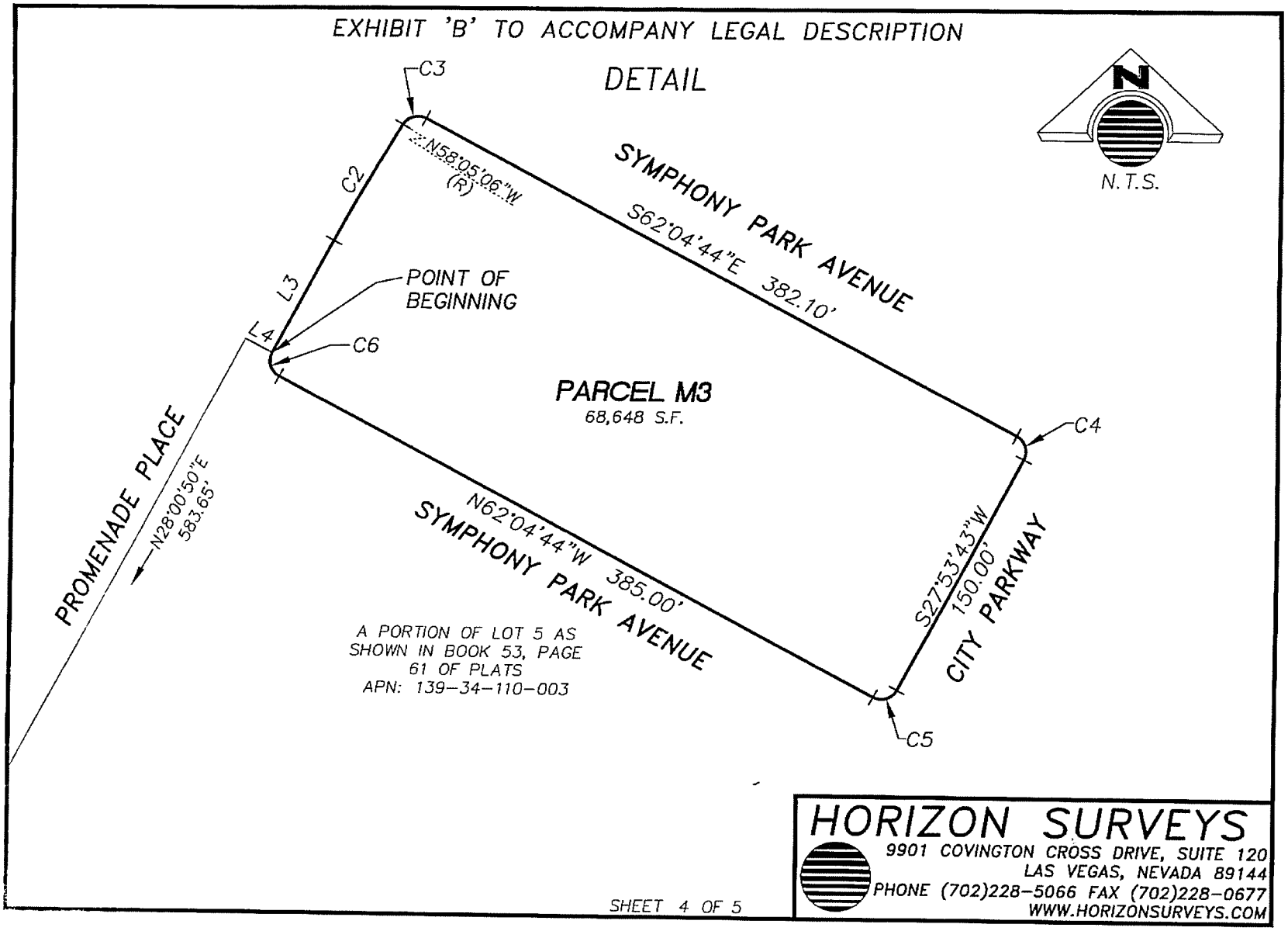

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	383.24'
L2	N17°53'58"E	188.15'
L3	N28°00'50"E	73.81'
L4	S61°59'10"E	17.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	10°06'52"	2053.00	362.42'	181.68'
C2	03°54'04"	1130.00	76.94'	38.48'
C3	86°00'22"	10.00	15.01'	9.33'
C4	89°58'27"	10.00	15.70'	10.00'
C5	90°01'33"	10.00	15.71'	10.00'
C6	90°05'34"	10.00	15.72'	10.02'

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Parcel name: M3

North: 6078.4596 East : 10866.8370

Line Course: N 28-00-50 E Length: 73.81
North: 6143.6215 East : 10901.5044
Curve Length: 76.94 Radius: 1130.00
Delta: 3-54-04 Tangent: 38.48
Chord: 76.92 Course: N 29-57-52 E
Course In: S 61-59-10 E Course Out: N 58-05-06 W
RP North: 5612.8768 East : 11899.1066
End North: 6210.2600 East : 10939.9231
Curve Length: 15.01 Radius: 10.00
Delta: 86-00-22 Tangent: 9.33
Chord: 13.64 Course: N 74-55-05 E
Course In: S 58-05-06 E Course Out: N 27-55-16 E
RP North: 6204.9734 East : 10948.4114
End North: 6213.8092 East : 10953.0933
Line Course: S 62-04-44 E Length: 382.10
North: 6034.8888 East : 11290.7142
Curve Length: 15.70 Radius: 10.00
Delta: 89-58-27 Tangent: 10.00
Chord: 14.14 Course: S 17-05-30 E
Course In: S 27-55-16 W Course Out: S 62-06-17 E
RP North: 6026.0529 East : 11286.0317
End North: 6021.3733 East : 11294.8700
Line Course: S 27-53-43 W Length: 150.00
North: 5888.8026 East : 11224.6914
Curve Length: 15.71 Radius: 10.00
Delta: 90-01-33 Tangent: 10.00
Chord: 14.15 Course: S 72-54-30 W
Course In: N 62-06-17 W Course Out: S 27-55-16 W
RP North: 5893.4812 East : 11215.8534
End North: 5884.6439 East : 11211.1664
Line Course: N 62-04-44 W Length: 385.00
North: 6064.9223 East : 10870.9830
Curve Length: 15.72 Radius: 10.00
Delta: 90-05-34 Tangent: 10.02
Chord: 14.15 Course: N 17-01-57 W
Course In: N 27-55-16 E Course Out: N 61-59-10 W
RP North: 6073.7582 East : 10875.6655
End North: 6078.4516 East : 10866.8383

Perimeter: 1129.99 Area: 68,646. S.F. 1.57 ACRES

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0080 Course: S 09-18-53 E
Error North: -0.00793 East : 0.00130
Precision 1: 140,488.75

Site Map


Parcel A
Parcel B
Parcel C
Parcel D
Parcel E
Parcel F/G
Parcel H/I
Parcel J
Parcel K
Parcel L
Parcel M1
Parcel M2
Parcel M3
Parcel M4
Parcel N
Parcel O1
Parcel O2
Parcel P
Parcel Q
GRAND CENTRAL PARKWAY
W. CLARK AVE
BONNEVILLE AVE
CITY PARKWAY
BROADWAY AVENUE
RAILROAD R.O.W.
Smith Center for the Performing Arts
Potential Site for City Hall

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
ADMINISTRATIVE:

Report on the status of the City of Las Vegas Capital Improvement Projects - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Public Works Department is responsible for the planning, design, and construction of roadway, sanitary sewer, and flood control infrastructure, trails, parks, and city owned facility projects. This semi-annual report from January 1, 2010 through June 30, 2010, provides the Mayor, City Council, and the citizens the status of major capital projects underway in the City of Las Vegas.

RECOMMENDATION:
Receive report

BACKUP DOCUMENTATION:
1. Semi-annual CIP report
2. PowerPoint Presentation

City of Las Vegas
Department of Public Works

SEMI ANNUAL REPORT FOR MAJOR PROJECTS

For Period from January 1, 2010

through June 30, 2010

All Wards

Jorge Cervantes, PE, PTOE
Director of Public Works

LIST OF KEY PROJECTS

Project	Ward	Page
500 South Main Street Parking Garage	3	1
Arts District Gateways AKA Paintbrushes (formerly Charleston Boulevard Gateway)	3	2
Atrium Building Renovation (Development Services Center)	5	3
Bettye Wilson Soccer Complex Restroom	4	4
Bonanza Trail Phase II	1,5	5
Bonneville/Clark/Casino Center	3	6
Boulder Highway BRT (Rapid Transit Route)	CC,3,5	7
Boulder Park Plaza	3	8
Casino Center/3rd Street Realignment	3	9
Centennial/Sky Pointe Connections @ US95	6	10
Charleston Boulevard Bus Turnouts	3	11
Charleston Median Island Landscaping – Sixth Street to Maryland Parkway	3	12
Charleston Median Islands – Rancho to Decatur	1	13
City Hall New (AKA Civic Center Complex)	3	14
Cliff Shadows Parkway – Buckskin to Lone Mountain	4	15
CSN Fire Station 6 & Instructional Center (AKA Station 46 & Classroom Facility)	1	16
Cultural Corridor Pedestrian Bridge	5	17
Cultural Corridor Trail	5	18
Decatur Boulevard Bus Turnouts	1	19
Doc Romeo Park Improvements	4	20
Doolittle Park Renovation Phase I	5	21
Doris Hancock Improvements	1	22
Douglas A. Selby Park (AKA Sandhill/Owens Park)	3	23
Downtown Connector Bus Rapid Transit Project Phase 2 (Casino Center & 3rd)	CC,3,5	24
Ed Fountain Park Temporary Parking Lot	5	25
Energy Audit	1,2,3,4,5,6	26
F Street Reopening	5	27
Fire Station 106 (AKA 103) Stella Lake & Mount Mariah	5	28
Fire Station 107, Del Webb & Sundial	4	29
Fire Station 108, Bonanza & Page	3	30
Floyd Lamb Park Trail Amenities	6	31
Garside Pool and Bathhouse Replacement	1	32
Horse Drive/US 95 Interchange	6	33
Hualapai Canyon Trailhead (AKA Desert Nature Preserve)	2	34
Huntridge Phase 6 Street Rehabilitation (CLV Targeted Neighborhood)	3	35
I-215 Beltway Trail Segments	2,4	36
Jones Boulevard Corridor Improvements – US95 to Sahara	CC,1	37
Las Vegas Boulevard Neon Signage	5	38
Las Vegas Boulevard Neon Signage Phase 2	3	39
Las Vegas Boulevard – Owens to I-515	5	40
Las Vegas Wash Trail Pedestrian Bridges	3	41
Las Vegas Wash Trail Phase I	3	42

LIST OF PROJECTS (continued)

Project	Ward	Page
Las Vegas Wash Trail Phase II	3	43
Las Vegas Wash Trailhead Bridge (AKA Sandhill-Owens Bridge)	3	44
Lone Mountain Trail Pedestrian Bridges	1,4	45
Lone Mountain Trail Phase IIB	1,4	46
Lorenzi Park Renovation Phase 2	5	47
Main Street – US95 to Owens	5	48
Main-Commerce One-Way Couplet	3	49
Martin L King Boulevard Widening	5	50
Multi-Use Transportation Trails – LV 14 (AKA Angel Park Trailheads)	2,4	51
Neon Boneyard Park	5	52
Neon Museum Visitors Center	5	53
North & South Environmental Enhancement Areas at Floyd Lamb Park	6	54
Pavilion Pool Cover	2	55
Post Office Rehabilitation (AKA "The Mob Museum")	5	56
Rancho Median Island Landscaping	1,5	57
Raptor Play Park at the Thunderbird Family Sports Complex(Tropical Durango Park)	6	58
Rose Warren Improvements	1	59
Rotary Park Renovation	1	60
Safe Route to School Upgrades	1	61
Smith Center for the Performing Arts	5	62
Solar Covered Parking – Bid Lot B	1,2,3,4,5,6	63
Stewart Ave Sewer & Pavement Rehabilitation and Beautification Phase 2	5	64
Street Light Upgrade Phase I	1,2,3,4,5,6	65
Stupak Park	3	66
Symphony Park Phase II(formerly Union Park 61 Acres Phase 2)	5	67
Tenaya Overpass at Summerlin	1	68
Teton Trails Park Phase 3	6	69
UPRR Symphony Park Pedestrian Bridge	3,5	70
Urban Pathways – 1st Street Beautification, Boulder Ave. to Hoover Ave.	3	71
Urban Pathways – Hoover Avenue Beautification, Casino Center to Main St.	3	72
Urban Pathways – Las Vegas Arts District (18b) Banners and Streetlights	3	73
Valley View Corridor Improvement Project – Desert Inn to US95	CC,1	74
Valley View Passive Park	1	75
Valley View Trail at NVE Substation	1	76
Ward 5 Bike Lanes	5	77
Westside School Improvements Phase 1	5	78

Capital Project Listing Report 79-107

LIST OF APPENDICES

Name	Page
Appendix A – Typical Project Delivery Process	A-1

INTRODUCTION

The Public Works Department is responsible for the planning, design, and construction of: roadway infrastructure, sanitary sewer, flood control, trails, parks, and city owned facility projects.

PURPOSE

This semi-annual report, which ends June 30, 2010, provides the Mayor, City Council, and the general public, the status of major capital infrastructure projects underway by the City of Las Vegas.

The first section contains a brief description of those projects that may be of more interest to the citizens of the Las Vegas Valley. The second section contains a listing of all the projects currently in progress sorted by Council Ward.

These projects require many steps in order to be completed including: the identification of funding; execution of agreements with funding agencies; creation of special improvement districts; neighborhood meetings; pre-planning and alternatives analyses; pre-design; development of cost estimates; environmental analysis and mitigation; land, right of way and easement acquisitions; utility coordination and installation; interlocal agreements with other government agencies; design; construction; and construction management. With so many steps that need to occur during these projects, there are risks associated with the establishment cost estimates and project schedules at the early stages of these projects.

DEALING WITH PROJECT RISKS

Risks associated with a project are dependent on several factors including project complexity, availability and accuracy of information, and available resources. As projects develop and information is more readily available, the risk generally decreases. For that reason, schedules and costs provided in this report that are presented during the early phases (i.e. Planning and Pre-Design) are less reliable than those presented for projects towards the end of a project in design or that of a project in the construction phase.

SUMMARY

From January 2010 through June 2010, the City Engineer's office completed construction of $44 million worth of capital projects. Currently, we have approximately $501 million in projects under design and another $690 million under construction for a total of $1.19 billion in projects underway.

PROJECT STATUS SHEET EXPLANATION

The information contained on the project sheets typically consists of the project scope and status

Project Description: Contains the preliminary project scope, which generally defines the features of the project including the type, amenities, features and length.

Status: Provides status as either: pre-design, design, pre-construction, construction, closeout, on hold or design shelved. Projects are often on hold or shelved until funding has been allocated for construction.

Project Start Date: This is the anticipated quarter in which we expect the project to start construction. The construction start date starts approximately one quarter after the design is complete to allow for the project to go through the bid process.

*For those projects that are at less then the 30% design level, on hold or the design is shelved, there may be no start date listed as it may be pre-mature to set a project schedule.

Project Completion Date: This is the anticipated quarter in which we expect the project to end construction and that the public would have beneficial use. However, due to unanticipated conflicts during construction, weather delays, etc, this date could be extended to accommodate such unforeseen circumstances and is therefore only an estimate.

* For those projects that are at less then the 30% design level, on hold or the design is shelved, there may be no completion date listed as it may be premature to set a project schedule.

Project Cost Estimate: Total project cost estimates include pre-design, design, right of way acquisition, construction and construction management costs to take the project from inception to full build out.

* For those projects that are at less then the 30% design level, on hold or the design is shelved, there may be no cost estimate listed as it may be pre-mature to define a project budget. There also may be sub-projects that are listed that show a value of zero dollars. The project costs for these sub-projects are combined and shown in the collective project listing.

*There may be blanks or 0's left in project schedules. See above for explanations.

28435 - 500 SOUTH MAIN STREET PARKING GARAGE

WARD 3



OPTION 2C-B

Status **BIDDING 20 %**

Description Proposed multi-level parking structure with a capacity of 635 parking spaces that will serve both the new City Hall and Symphony Park. This project is being done as a design-build project.

Location 500 S. MAIN STREET

Construction Start 2010Q3

Construction Complete 2012Q1

Cost Estimate 19,300,000

26516 - ARTS DISTRICT GATEWAYS

WARD 3



Status **CONSTRUCTION 5 %**

Description Arts District Gateway located on Charleston between Main Street and Las Vegas Boulevard. Elements will include two artistic "paintbrushes" to identify the limits of the Arts District.

Location CHARLESTON BETWEEN MAIN STREET AND LAS VEGAS BOULEVARD

Construction Start 5/24/2010

Construction Complete 2010Q3

Cost Estimate 720,000

28549 - ATRIUM BUILDING RENOVATION (DEVELOPMENT SERVICES CENTER)

WARD 5



Status **CONSTRUCTION 4 %**

Description Renovation of the Atrium Building, at Rancho and US95, to accommodate Public Works, Field Operations, Leisure Services and Business Licensing staff.

Location 333 NORTH RANCHO

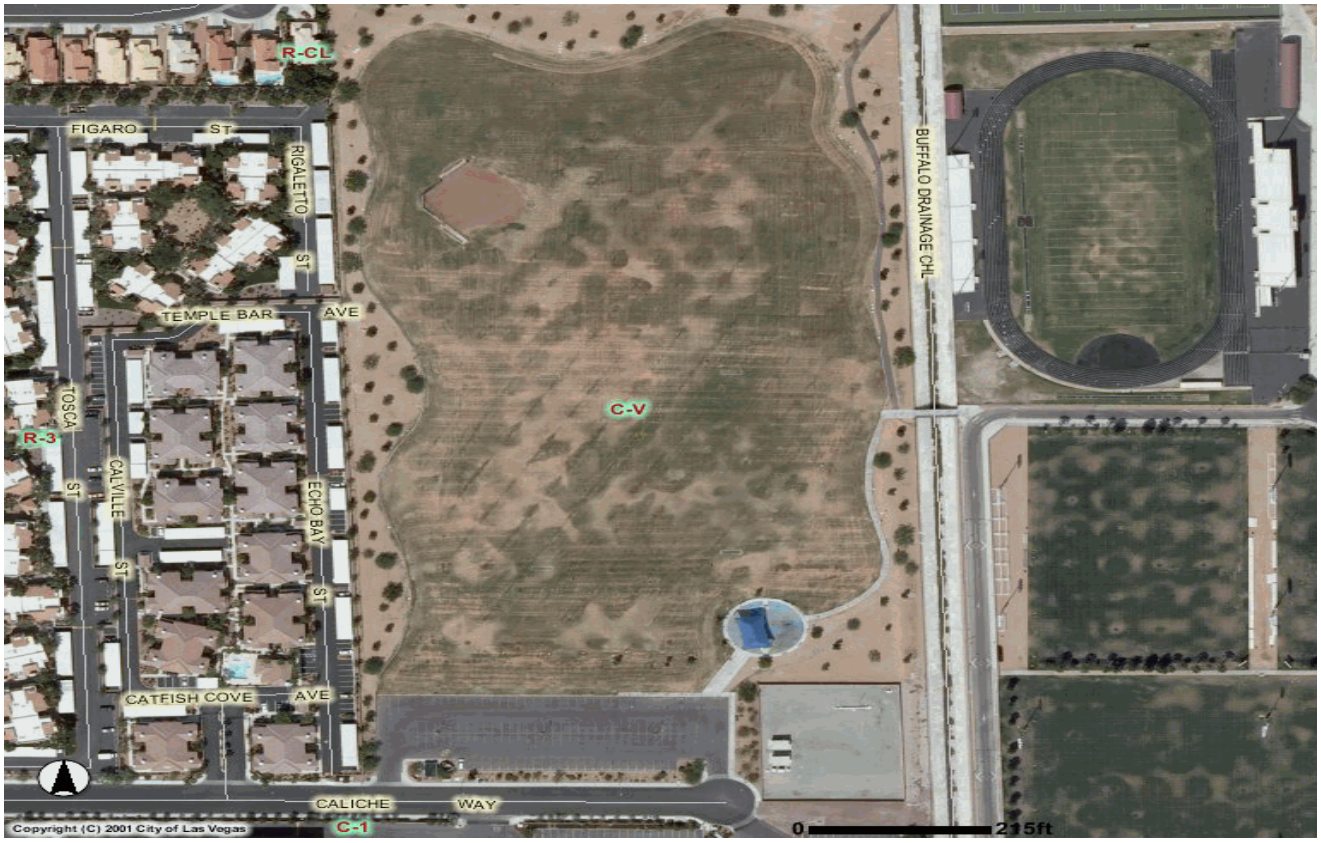
Construction Start 5/17/2010

Construction Complete 2010Q4

Cost Estimate 9,170,000

32727 - BETTYE WILSON SOCCER COMPLEX RESTROOM

WARD 4



Status **DESIGN 5 %**

Description Design and construction of a prototype restroom facility.

Location NWC LAKE MEAD BOULEVARD AND TENAYA

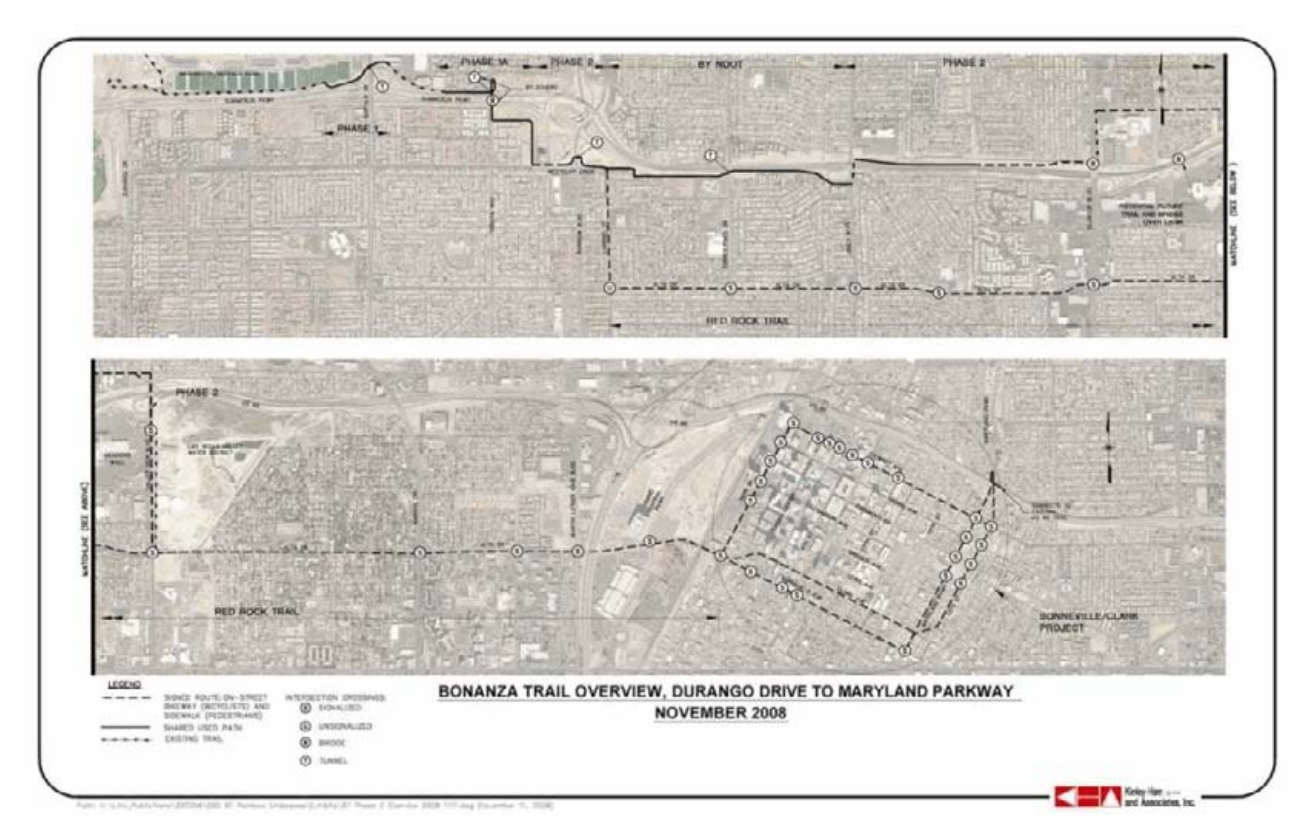
Construction Start

Construction Complete

Cost Estimate 450,000

13513 - BONANZA TRAIL PHASE II

WARD 1
WARD 5



Status **BIDDING**

Description Bonanza Trail Phase II connects the end of Phase I at Westcliff and Tenaya to downtown. This phase includes approximately 8000 feet of shared use path between Jones Boulevard and Valley View Boulevard and designated bike lanes on the east side of Valley View that connect to the downtown system. Includes proposed grade separated crossings at Decatur north of US 95 and at Rainbow Boulevard.

Location ALTA ALONG UPLAND TO RAINBOW, NORTH PAST US 95 EAST TO DECATUR, NORTH TO BONANZA, EAST TO VALLEY VIEW AND END AT ALTA.

Construction Start 2010Q3

Construction Complete 2011Q3

Cost Estimate 9,190,000

12827 - BONNEVILLE/CLARK/CASINO CENTER

WARD 3



Status **BIDDING 40 %**

Description Convert Bonneville Avenue and Clark Avenue to one-way east and west respectively from Main Street to Las Vegas Boulevard. Improvements include; full depth asphalt rehabilitation, curb and gutter, traffic signals, landscaping and striping together with such items as may be necessary to complete the work.

Location BONNEVILLE AVENUE / CLARK AVENUE / CASINO CENTER BOULEVARD

Construction Start 2010Q3

Construction Complete 2011Q1

Cost Estimate 13,750,000

25413 - BOULDER HIGHWAY BRT (RAPID TRANSIT ROUTE)

WARD 3
WARD 5
CLARK COUNTY



Status **CONSTRUCTION 30 %**

Description Boulder Highway BRT Project - This project will provide for an RTC Bus Rapid Transit route along Boulder Highway and Fremont Street from 8th Street to Lake Mead Parkway in Henderson. Improvements will include roadway repairs, new sidewalks, curb and gutter, median improvements and an asphalt overlay. Signing and striping will be provided to allow for dedicated and non-dedicated lanes for the BRT bus travel. Project is being managed by Clark County Regional Transportation Commission.

Location BOULDER HIGHWAY AND FREMONT STREET FROM 8TH STREET TO LAKE MEAD PARKWAY IN HENDERSON

Construction Start 3/15/2010

Construction Complete 2011Q3

Cost Estimate 1,520,000

17996 - BOULDER PARK PLAZA

WARD 3



Status **CLOSEOUT 90 %**

Description Boulder Avenue between Main Street and 1st Street will be closed to vehicular traffic in order to create a quarter-acre plaza and future sculpture garden.

Location BOULDER AVENUE BETWEEN MAIN STREET AND 1ST STREET

Construction Start 7/13/2009

Construction Complete 1/11/2010

Cost Estimate 1,176,240

11550 - CASINO CENTER/3RD STREET REALIGNMENT

WARD 3



Status **CONSTRUCTION 100 %**

Description Realign 3rd Street to intersect Casino Center Boulevard north of Charleston Boulevard, tying into the Bus Rapid Transit System. Basic improvements include full street improvements, including but not limited to survey, earthwork, curb, gutter, sidewalks, amenity zone pavement, traffic signs, street lighting, pavement, pavement markings, water and sewer mains and all other components

Location CASINO CENTER BOULEVARD / THIRD STREET / CHARLESTON BOULEVARD

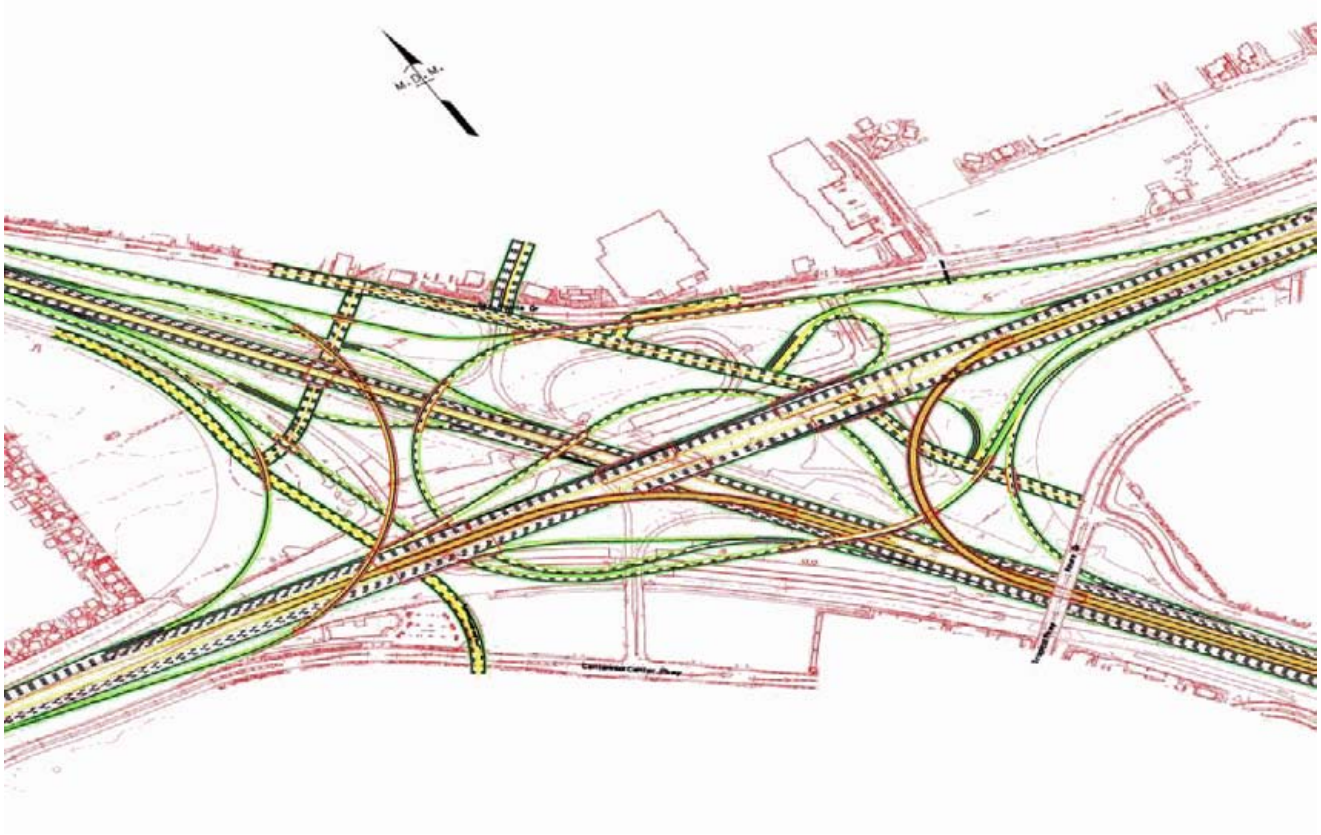
Construction Start 7/21/2008

Construction Complete 3/4/2010

Cost Estimate 9,013,116

38237 - CENTENNIAL/SKY POINTE CONNECTIONS @ US95

WARD 6



Status **PREDESIGN 10 %**

Description Preliminary Design of three undercrossings at Centennial Parkway and US 95.

Location CENTENNIAL PARKWAY & US95

Construction Start

Construction Complete

Cost Estimate 2,150,000

10939 - CHARLESTON BLVD BUS TURNOUTS

WARD 3



Status **BIDDING 20 %**

Description Improvements and construction of bus turnouts on Charleston between Nellis & Fremont

Location CHARLESTON BOULEVARD BETWEEN NELLIS BOULEVARD AND FREMONT STREET

Construction Start 2010Q3

Construction Complete 2011Q3

Cost Estimate 1,790,000

23870 - CHARLESTON MEDIAN ISLAND LANDSCAPING - SIXTH STREET TO MARYLAND PARKWAY

WARD 3



Status **DESIGN 70 %**

Description Construct median islands and landscaping along Charleston Boulevard between Sixth Street and Maryland Parkway

Location CHARLESTON BOULEVARD BETWEEN 6TH STREET AND MARYLAND PARKWAY

Construction Start 2010Q3

Construction Complete 2011Q2

Cost Estimate 1,000,000

38562 - CHARLESTON MEDIAN ISLANDS - RANCHO TO DECATUR

WARD 1



Status **DESIGN 5 %**

Description Median Island Landscaping in Charleston between Rancho Drive and Decatur Boulevard

Location CHARLESTON BETWEEN RANCHO AND DECATUR

Construction Start

Construction Complete

Cost Estimate 150,000

28827 - CITY HALL NEW (A.K.A. CIVIC CENTER COMPLEX)

WARD 3



Status **CONSTRUCTION 12 %**

Description Design and construct a new 310,000 square foot city hall at Main and Clark.

Location 495 S. MAIN ST.

Construction Start 1/4/2010

Construction Complete 2012Q1

Cost Estimate 150,000,000

16029 - CLIFF SHADOWS PARKWAY - BUCKSKIN TO LONE MOUNTAIN

WARD 4



Status **BIDDING 60 %**

Description Pavement widening, including sidewalk on west side of Cliff Shadows Parkway from Fire Cliffs Avenue to W. Alexander Road. Provide full width, 3/4-inch open grade bituminous from Buckskin Avenue to Lone Mountain Avenue. Provide signal undergrounds for Cliff Shadows/Novat and Cliff Shadows/Gowan and full traffic signal design at Alexander/Cliff Shadows and install regional trail crossings with flashers at 2 locations.

Location CLIFF SHADOWS PARKWAY BETWEEN BUCKSKIN AVENUE AND LONE MOUNTAIN ROAD

Construction Start 2010Q3

Construction Complete 2011Q2

Cost Estimate 1,691,170

26784 - CSN FIRE STATION 6 & INSTRUCTIONAL CENTER (AKA FIRE STATION 46 & CSN CLASSROOM FACILITY ON CHARLESTON CAMPUS)

WARD 1



Status **CONSTRUCTION 65 %**

Description New four-bay fire station and classroom facility at the College of Southern Nevada Charleston Campus.

Location NORTHEAST CORNER OF OAKEY BOULEVARD & TORREY PINES DRIVE

Construction Start 10/19/2009

Construction Complete 2010Q3

Cost Estimate 6,000,000

16748 - CULTURAL CORRIDOR PEDESTRIAN BRIDGE

WARD 5



Status CONSTRUCTION

Description Construction of bridge to accommodate pedestrian and bicycle traffic to connect to the Cultural Corridor Trail. The bridge will cross over Las Vegas Boulevard between the Las Vegas Natural History Museum and the Las Vegas Library.

Location LAS VEGAS BLVD NEAR HERITAGE PARK ALONG THE CULTURAL CORRIDOR TRAIL

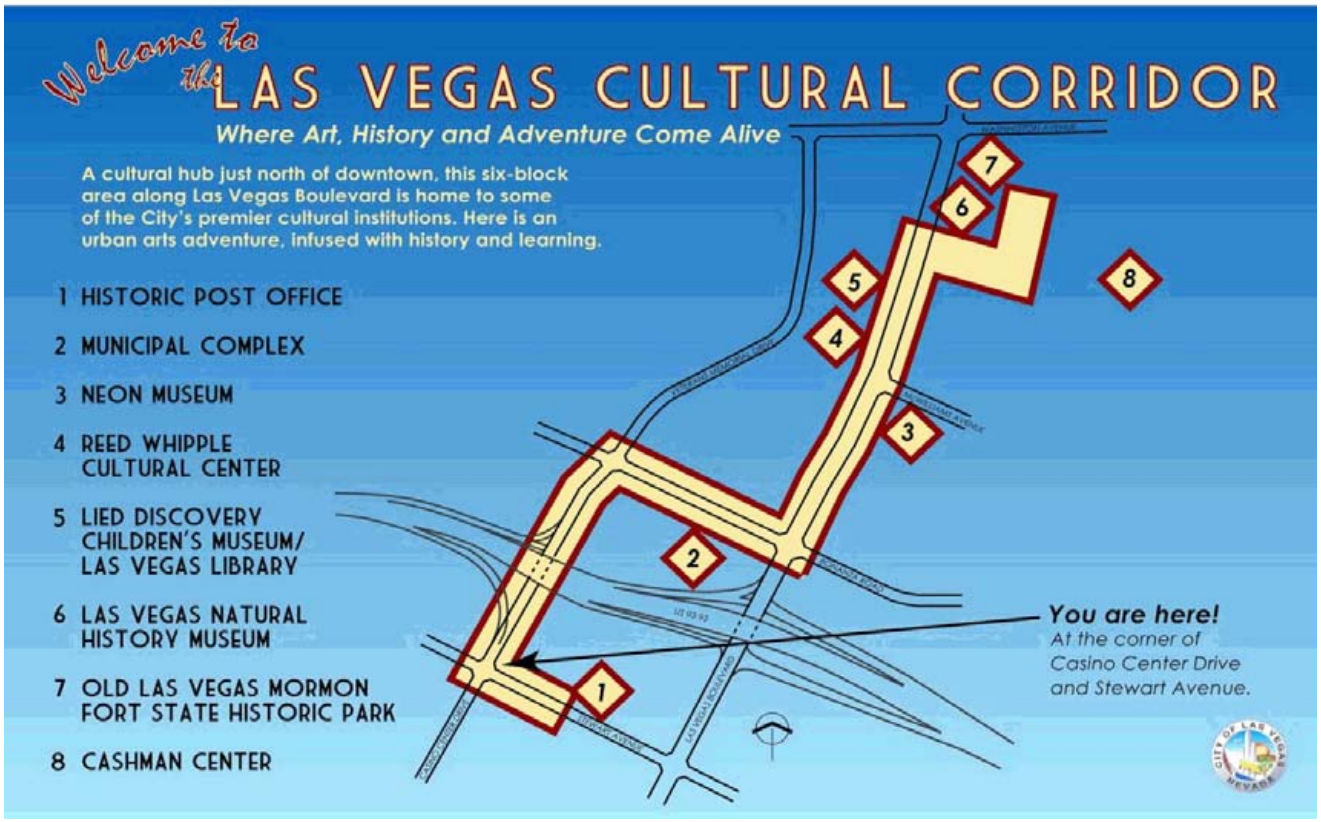
Construction Start 6/7/2010

Construction Complete 2011Q2

Cost Estimate 1,799,406

17993 - CULTURAL CORRIDOR TRAIL

WARD 5



Status **DESIGN 100 %**

Description A multi-use trail connection between the Las Vegas Downtown area and select sites within the Cultural Corridor.

Location STEWART AND 3RD TO CASINO CENTER TO BONANZA TO LAS VEGAS BLVD AND ENDS BEFORE WASHINGTON

Construction Start 2010Q3

Construction Complete 2011Q1

Cost Estimate 1,890,000

8003 - DECATUR BOULEVARD BUS TURNOUTS

WARD 1



Status **BIDDING 20 %**

Description Design and construction of widening Decatur Boulevard and incorporating bus turnouts from Decatur Boulevard Phase 1 and 2 (US95 TO SAHARA) project.

Location DECATUR BOULEVARD BETWEEN US 95 AND SAHARA

Construction Start 2010Q3

Construction Complete 2011Q2

Cost Estimate 30,000

32728 - DOC ROMEO PARK IMPROVEMENTS

WARD 4



Status **DESIGN 20 %**

Description Design and construction of a restroom facility and shade screens

Location NORTH SIDE OF PEAK DRIVE BETWEEN BUFFALO AND TENAYA

Construction Start

Construction Complete

Cost Estimate 370,000

33241 - DOOLITTLE PARK RENOVATION PHASE I

WARD 5



Status **PREDESIGN 30 %**

Description Renovation of the west portion of the park. The west baseball field will be removed and transformed into family picnic area. A large picnic pavilion, site furniture, barbecue areas, additional trees and passive park area will be installed.

Location J STREET AND LAKE MEAD BOULEVARD

Construction Start

Construction Complete

Cost Estimate 1,400,000

37669 - DORIS HANCOCK IMPROVEMENTS

WARD 1



Status PREDESIGN

Description Park upgrades. Install walking path, exercise equipment, and minor landscaping and irrigation work.

Location NORTHEAST CORNER OF OAKEY BOULEVARD AND LINDELL ROAD

Construction Start

Construction Complete

Cost Estimate 175,000

26785 - DOUGLAS A. SELBY PARK (AKA SANDHILL/OWENS PARK)

WARD 3



Status **BIDDING 85 %**

Description Development of a 4.9 acre park adjacent to the Las Vegas Wash. Park improvements include one lighted synthetic turf soccer field, warm-up area, restroom, basketball court, group picnic area, dog runs and parking.

Location SANDHILL / LAS VEGAS WASH

Construction Start 2010Q3

Construction Complete 2011Q2

Cost Estimate 2,640,000

16526 - DOWNTOWN CONNECTOR BUS RAPID TRANSIT PROJECT PHASE 2 (CASINO CENTER & 3RD) - AKA CASINO CENTER BUS RAPID TRANSIT; CASINO CENTER/3RD STREET REALIGNMENT

CLARK COUNTY
WARD 3
WARD 5



Status **CONSTRUCTION 100 %**

Description The ACE Downtown Connector Project Phase 2 includes the construction of a dedicated state of the art, rapid transit lane in the center of Casino Center Boulevard and Third Street seamlessly linking downtown Las Vegas to the Las Vegas Convention Center. Transit station platform boarding areas with amenities such as station canopies, lighting, ticket vending machines and displays announcing vehicle arrival times are being constructed. Third Street will be realigned near Charleston Boulevard with connections to Casino Center Boulevard.

Location CASINO CENTER FROM OGDEN TO CHARLESTON AND THIRD STREET FROM CHARLESTON TO IMPERIAL

Construction Start 7/21/2008

Construction Complete 3/4/2010

Cost Estimate 26,190,054

35253 - ED FOUNTAIN PARK TEMPORARY PARKING LOT

WARD 5



Status **DESIGN 90 %**

Description Parking lot improvements for Ed Fountain Park including net increase of 96 parking stalls, removal of existing fence and berm, removal of existing pavements markings and construction of new pavement markings for the drive aisles.

Location DECATUR BOULEVARD & VEGAS DRIVE

Construction Start 2010Q3

Construction Complete 2010Q4

Cost Estimate 200,000

34430 - ENERGY AUDIT

WARD 1
WARD 2
WARD 3
WARD 4
WARD 5
WARD 6



Status **DESIGN 50 %**

Description Comprehensive energy audit of 18 existing City Facilities for recommended energy savings.

Location CITY WIDE FACILITIES

Construction Start 2010Q4

Construction Complete 2011Q4

Cost Estimate 3,500,000

35272 - F STREET REOPENING

WARD 5



Status **DESIGN 15 %**

Description The reopening of F Street - Connection of the existing F Street - McWilliams to D Street.

Location F STREET - I-15 TO DF CONNECTOR

Construction Start

Construction Complete

Cost Estimate 22,500,000

27879 - FIRE STATION 106 (AKA 103) STELLA LAKE & MOUNT MARIAH

WARD 5



Status **DESIGN 70 %**

Description New two-bay prototype fire station at Stella Lake and Mount Mariah.

Location SE CORNER STELLA LAKE & MOUNT MARIAH

Construction Start 2011Q1

Construction Complete 2012Q1

Cost Estimate 5,350,000

27883 - FIRE STATION 107, DEL WEBB & SUNDIAL

WARD 4



Status **DESIGN 35 %**

Description New two-bay prototype fire station at Del Webb and Sundial.

Location NE CORNER DEL WEBB & SUNDIAL

Construction Start 2011Q1

Construction Complete 2012Q1

Cost Estimate 6,307,230

27882 - FIRE STATION 108, BONANZA & PAGE

WARD 3



Status **DESIGN 35 %**

Description New two-bay prototype fire station resite.

Location BONANZA AND PAGE

Construction Start 2011Q4

Construction Complete 2012Q4

Cost Estimate 6,350,000

28419 - FLOYD LAMB PARK TRAIL AMENITIES

WARD 6



Status **CONSTRUCTION**

Description Approximately 4.3 miles of trails within the Environmental Enhancement Areas at Floyd Lamb Park. Trail and amenities will be built with the North and South Environmental Enhancement Area Project.

Location DURANGO & RACEL

Construction Start 6/14/2010

Construction Complete 2011Q4

Cost Estimate 0

26788 - GARSIDE POOL AND BATHHOUSE REPLACEMENT

WARD 1



Status **PREDESIGN**

Description Renovate or replace existing swimming pool facility and related improvements at Garside Middle School.

Location 300 S TORREY PINES DRIVE

Construction Start FUNDING

Construction Complete FUNDING

Cost Estimate 3,200,000

12836 - HORSE DRIVE/US95 INTERCHANGE

WARD 6



Status **CONSTRUCTION 65 %**

Description Overpass and full interchange construction at the intersection of Horse Drive and US-95. Improvements include roadway, bridge and utility construction consisting of retaining walls, signage, traffic signals, lighting and other related items of work.

Location HORSE DRIVE / US95

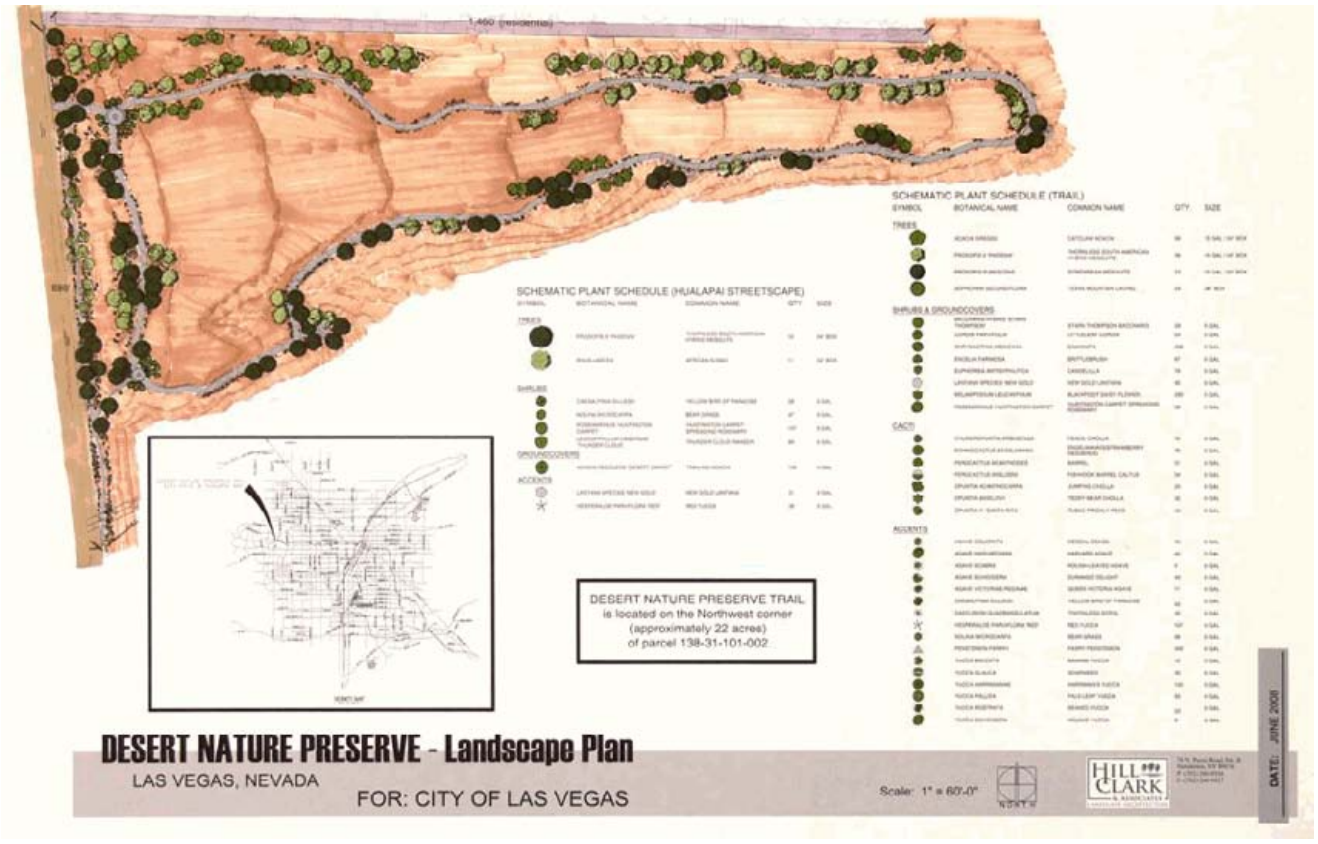
Construction Start 6/8/2009

Construction Complete 2010Q4

Cost Estimate 63,484,929

26705 - HUALAPAI CANYON TRAILHEAD (AKA DESERT NATURE PRESERVE)

WARD 2



Status **CLOSEOUT 99 %**

Description Project improvements include approximately 4,000 lineal feet of 10-foot wide trail with landscaping on each side of the trail, rest areas, benches, trash receptacles, pet waste stations, and trail lighting.

Location HUALAPAI AND ALTA

Construction Start 8/10/2009

Construction Complete 2/4/2010

Cost Estimate 4,560,965

18931 - HUNTRIDGE PHASE 6 STREET REHABILITATION (CLV TARGETED NEIGHBORHOOD)

WARD 3



Status **DESIGN 100 %**

Description Remove and reconstruct pavement, curb & gutter, and sidewalk; install street light conduit; install water laterals; repair sanitary sewers; and perform other repairs as appropriate.

Location AREA BOUNDED BY LAS VEGAS BOULEVARD, OAKEY BOULEVARD, CHARLESTON BOULEVARD, REXFORD AND NINTH STREET

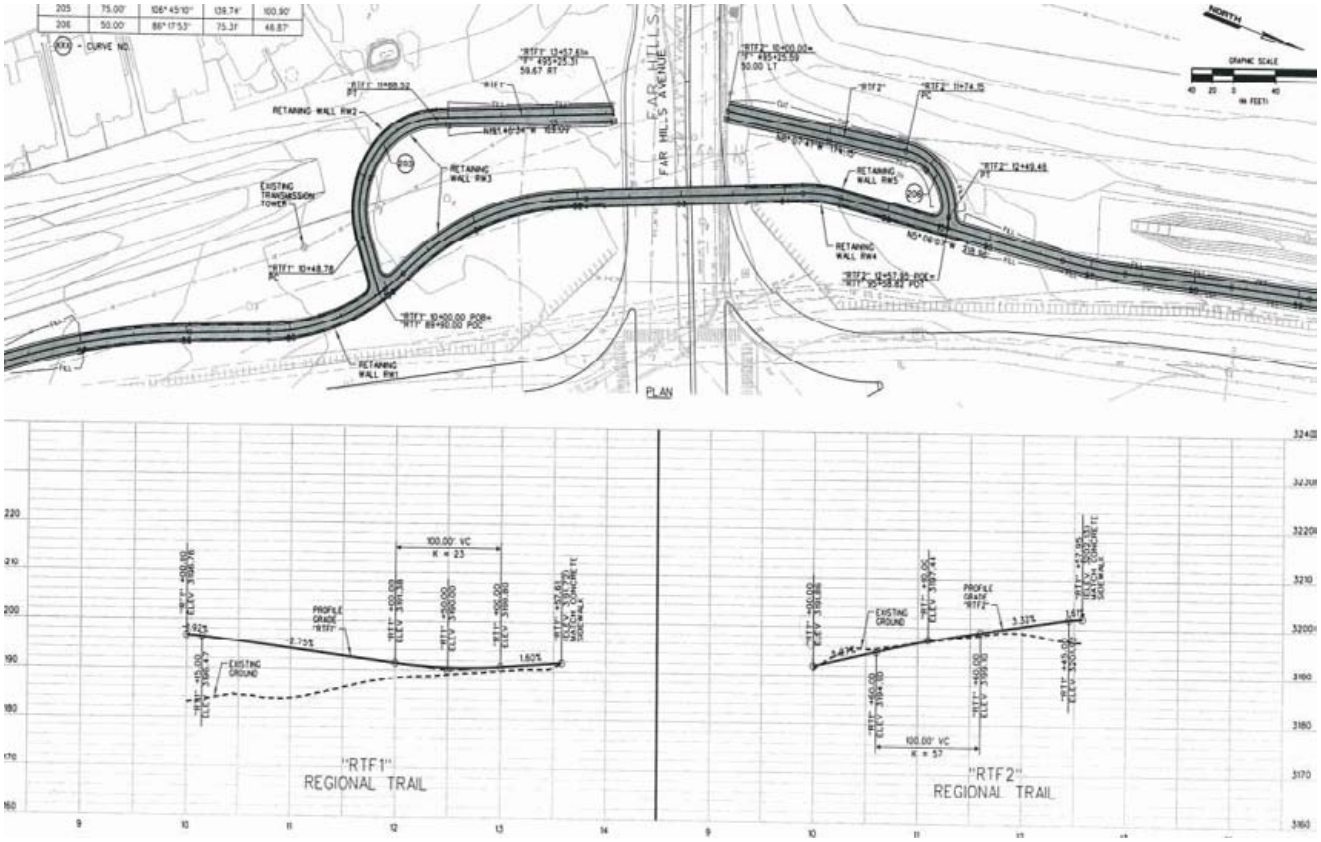
Construction Start 2010Q3

Construction Complete 2011Q3

Cost Estimate 4,360,560

26122 - I-215 BELTWAY TRAIL SEGMENTS

WARD 2
WARD 4



Status **DESIGN 90 %**

Description I-215 Beltway Trail Segments to be constructed within the beltway right-of-way from Charleston to Alexander including pedestrian bridge at Far Hills.

Location CC215 FROM CHARLESTON TO ALEXANDER

Construction Start 2010Q4

Construction Complete 2011Q4

Cost Estimate 4,601,445

38067 - JONES BOULEVARD CORRIDOR IMPROVEMENTS - US95 TO SAHARA

CLARK COUNTY
WARD 1



Status DESIGN 5 %

Description Jones Boulevard Corridor Improvements to include an additional travel lane southbound, bus turnouts and exclusive right turn lanes from US95 to just south of Sahara Avenue.

Location JONES BOULEVARD - US95 TO SAHARA

Construction Start

Construction Complete

Cost Estimate 8,000,000

26055 - LAS VEGAS BLVD NEON SIGNAGE

WARD 5



Status **CLOSEOUT 99 %**

Description Placement of 3 refurbished neon signs on Las Vegas Boulevard between Washington and Bonanza. Includes new median islands with landscaping.

Location LAS VEGAS BOULEVARD FROM WASHINGTON TO MCWILLIAMS

Construction Start 5/25/2009

Construction Complete 10/29/2009

Cost Estimate 1,235,094

34081 - LAS VEGAS BLVD NEON SIGNAGE PHASE 2

WARD 3



Status **DESIGN 70 %**

Description The restoration and installation of two historic neon signs along Las Vegas Blvd between US 95 and Fremont Street.

Location LAS VEGAS BOULEVARD BETWEEN US 95 AND FREMONT STREET

Construction Start 2011Q1

Construction Complete 2011Q2

Cost Estimate 244,289

38069 - LAS VEGAS BOULEVARD - OWENS TO I-515

WARD 5



Status **PREDESIGN 30 %**

Description Project includes reconstruction of Las Vegas Boulevard to add additional lanes to better accommodate vehicles, public transportation and pedestrians to enhance the Cultural Corridor and Scenic Byway.

Location LAS VEGAS BOULEVARD - OWENS TO I 515

Construction Start

Construction Complete

Cost Estimate 1,250,000

16736 - LAS VEGAS WASH TRAIL PEDESTRIAN BRIDGES

WARD 3



Status **DESIGN 70 %**

Description Design and construction of two pedestrian crossings to accommodate pedestrian and bicycle traffic to allow connectivity of the Las Vegas Wash Trail across Lamb Boulevard and Charleston Boulevard.

Location LAS VEGAS WASH @ LAMB BOULEVARD AND CHARLESTON BOULEVARD

Construction Start 2011Q1

Construction Complete 2012Q1

Cost Estimate 3,970,475

12956 - LAS VEGAS WASH TRAIL PHASE I

WARD 3



Status **CONSTRUCTION 99 %**

Description Design and construction of an intermodel trail system in the LV Wash Corridor from Owens to Stewart.

Location LAS VEGAS WASH BETWEEN OWENS AVENUE AND CHARLESTON BOULEVARD TO WASHINGTON

Construction Start 5/18/2009

Construction Complete 2/11/2010

Cost Estimate 2,855,118

18530 - LAS VEGAS WASH TRAIL PHASE II

WARD 3



Status **DESIGN 70 %**

Description This project includes design and construction for two portions of the Las Vegas Wash Trail between Lamb Boulevard and Washington Avenue and between Stewart Avenue and Charleston Boulevard; the trail lies within the Las Vegas Wash corridor. Package includes Las Vegas Wash Trail Undercrossing and Bridge at Lamb and Charleston.

Location LAS VEGAS WASH BETWEEN STEWART AVENUE AND CHARLESTON BOULEVARD

Construction Start 2011Q1

Construction Complete 2012Q1

Cost Estimate 3,056,481

29225 - LAS VEGAS WASH TRAILHEAD BRIDGE
(A.K.A. SANDHILL-OWENS BRIDGE)

WARD 3



Status **BIDDING 65 %**

Description Pedestrian bridge to connect a park and trailhead with the Las Vegas Wash Trail. The park and trailhead are located across from each other on opposite sides of the Las Vegas Wash, a 200-foot span.

Location SANDHILL / LAS VEGAS WASH

Construction Start 2010Q3

Construction Complete 2011Q2

Cost Estimate 2,860,000

16731 - LONE MOUNTAIN TRAIL PEDESTRIAN BRIDGES

WARD 1
WARD 4



Status CONSTRUCTION

Description Design and construction of two bridges to accommodate pedestrian and bicycle traffic along the Lone Mountain Trail. The bridges will cross Cheyenne Avenue and Lake Mead Boulevard.

Location LONE MOUNTAIN TRAIL @ CHEYENNE AVENUE AND LAKE MEAD BOULEVARD

Construction Start 6/7/2010

Construction Complete 2011Q2

Cost Estimate 3,796,238

25851 - LONE MOUNTAIN TRAIL PHASE II B

WARD 4
WARD 1



Status **CONSTRUCTION**

Description Lone Mountain Trail Phase 2B includes reconstruction of a portion of the Design and construction of a 10' concrete trail within the Buffalo Channel from Vegas to Lake Mead. This trail will be bid with the Pedestrain Bridge Crossings project.

Location BUFFALO CHANNEL FROM VEGAS TO LAKE MEAD

Construction Start 6/7/2010

Construction Complete 2011Q1

Cost Estimate 2,610,317

33039 - LORENZI PARK RENOVATION PHASE 2

WARD 5



Status DESIGN 70 %

Description Phase 2 park renovations include reconfiguring the lake, new pumps for the lake, large and small restrooms, picnic areas, basketball courts, parking lot reconfiguration, trail systems, landscaping and site lighting.

Location WASHINGTON AND TWIN LAKES

Construction Start 2011Q2

Construction Complete 2012Q4

Cost Estimate 14,197,355

38070 - MAIN STREET - US95 TO OWENS

WARD 5



Status **PREDESIGN 30 %**

Description Project includes reconstruction of Main Street to add additional lanes to better accommodate vehicles, public transportation and pedestrians.

Location MAIN STREET - US95 TO OWENS

Construction Start

Construction Complete

Cost Estimate 500,000

38420 - MAIN-COMMERCE ONE-WAY COUPLET

WARD 3



Status **PREDESIGN 30 %**

Description Convert Main Street and Commerce Street to one-way north and south respectively from Main Street to Las Vegas Boulevard.

Location MAIN STREET - COMMERCE STREET TO LAS VEGAS BOULVEARD

Construction Start

Construction Complete

Cost Estimate 0

11549 - MARTIN L KING BOULEVARD WIDENING

WARD 5



Status **CONSTRUCTION 95 %**

Description The roadway design shall include new construction and upgrade of existing asphalt for 6 travel lanes. Improvements will also include curb, gutter, sidewalk, residential and commercial driveways, sidewalk ramps, storm drainage facilities, water and sanitary sewer service stubs, utility relocation, street lighting, signage, upgrade existing traffic signals, landscaping and related construction.

Location MARTIN LUTHER KING BOULEVARD BETWEEN SYMPHONY PARK DRIVE AND CAREY AVENUE

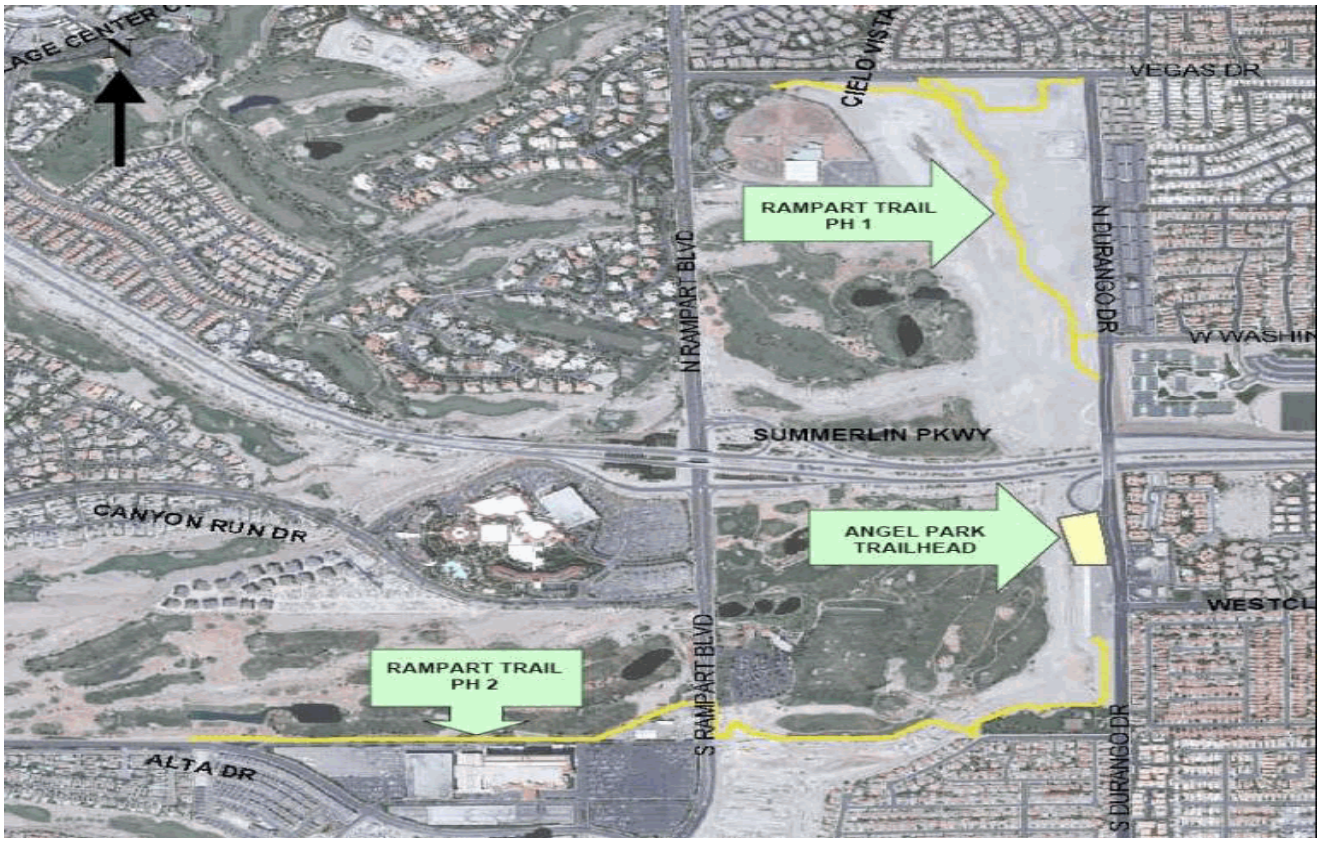
Construction Start 3/3/2008

Construction Complete 2010Q3

Cost Estimate 39,026,946

28086 - MULTI-USE TRANSPORTATION TRAILS - LV 14 AKA ANGEL PARK TRAILHEADS

WARD 2
WARD 4



Status **CONSTRUCTION 99 %**

Description Angel Park Trailhead and Rampart Trail Phases 1 and 2 consist of approximately 3 miles of multi-use trail and trailhead. The trails will include a pedestrian bridge, landscaping, trail lighting, trash cans, dog waste stations and signage. The trailhead will include the same amenities as the trails, but will also include play ground equipment, shade structures and a parking lot.

Location DURANGO DRIVE/SUMMERLIN PARKWAY AND VEGAS DRIVE/DURANGO DRIVE

Construction Start 1/12/2009

Construction Complete 3/31/2010

Cost Estimate 6,256,532

17994 - NEON BONEYARD PARK

WARD 5



Status **CONSTRUCTION 30 %**

Description A public park and museum that will preserve and display historic neon signs at Las Vegas Boulevard and McWilliams. To include picnic facilities, passive recreation space and enhanced landscaping.

Location LAS VEGAS BOULEVARD / MCWILLIAMS AVENUE

Construction Start 2/8/2010

Construction Complete 2010Q4

Cost Estimate 4,750,000

33264 - NEON MUSEUM VISITORS CENTER

WARD 5



Status DESIGN 20 %

Description Remodel the relocated 1,088 SF La Concha shell and add approximately 1,707 SF addition into a Neon Museum Visitors center on a 0.58 acre site with on site improvements

Location LAS VEGAS BLVD NORTH AND MCWILLIAMS AVE

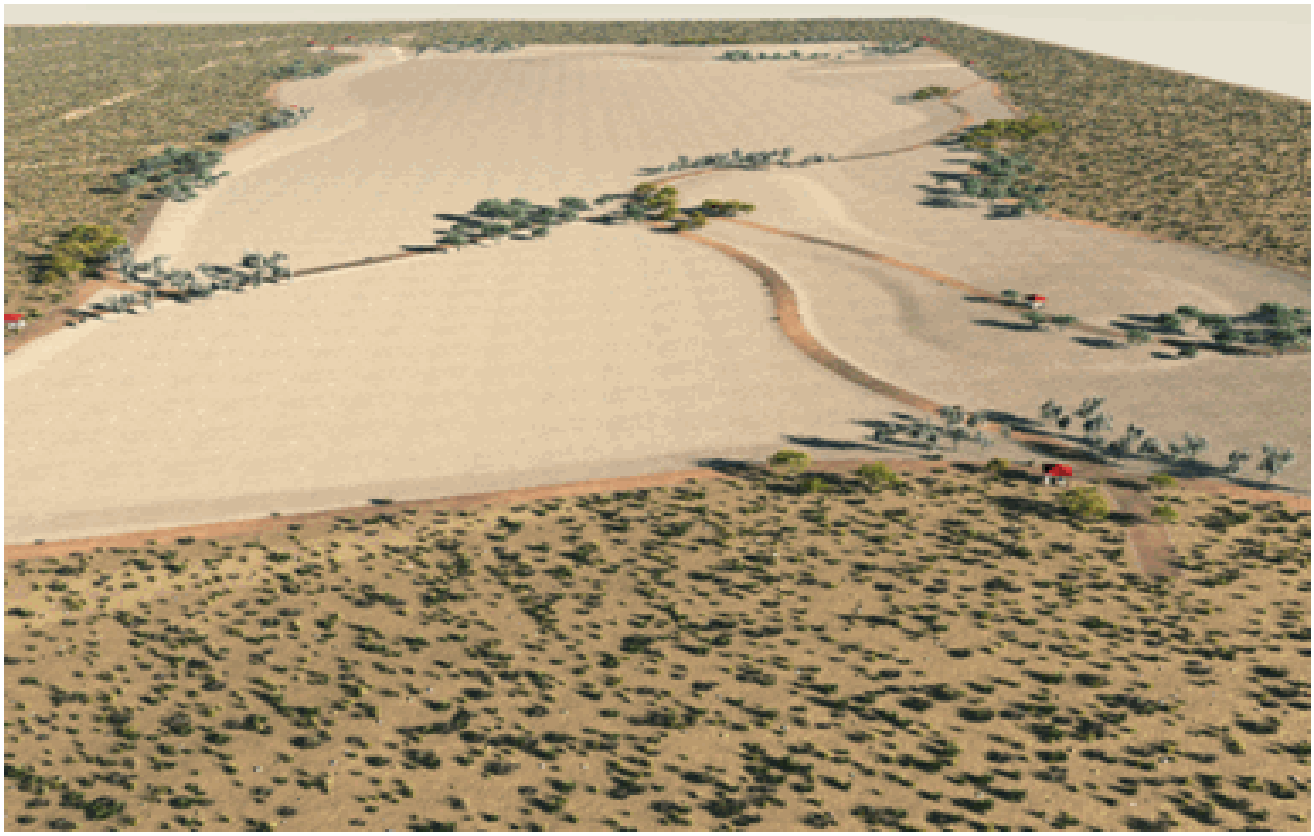
Construction Start

Construction Complete

Cost Estimate 1,855,000

12828 - NORTH & SOUTH ENVIRONMENTAL ENHANCEMENT AREAS AT FLOYD LAMB PARK

WARD 6



Status **CONSTRUCTION**

Description Design of two detention basins (BRDB 0000 & TSDB 0000: MPU Facilities) with appurtenant inlet and outfall facilities. In addition, the design of the Racel Street Collector (from El Capitan Way to Durango Drive) as well as El Capitan Storm Drain (from Racel Street to Horse Drive). The widening of El Capitan Way at Racel Street will also be designed with this project.

Location FLOYD LAMB PARK, BRENT LANE, RACEL DRIVE AND EL CAPITAN

Construction Start 6/14/2010

Construction Complete 2011Q4

Cost Estimate 28,184,681

26733 - PAVILION POOL COVER

WARD 2



Status **CONSTRUCTION 60 %**

Description Heated enclosure at Pavilion Pool to provide protection from weather and extend swimming season.

Location 101 S PAVILION CENTER DRIVE

Construction Start 10/19/2009

Construction Complete 2010Q4

Cost Estimate 3,486,000

26498 - POST OFFICE REHABILITATION (OFFICIAL NAMES: "THE LAS VEGAS MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT" A.K.A. "THE MOB MUSEUM", A.K.A. THE POST MODERN, A.K.A. DOWNTOWN POST OFFICE, A.K.A. LV MUSEUM REHABILITATION

WARD 5



Status **CONSTRUCTION 46 %**

Description Historic rehabilitation of the downtown Post Office/Courthouse at 300 Stewart Avenue into a museum and cultural center.

Location 300 STEWART AVENUE

Construction Start 8/3/2009

Construction Complete 2011Q3

Cost Estimate 29,735,179

38066 - RANCHO MEDIAN ISLAND LANDSCAPING

WARD 1
WARD 5



Status **DESIGN**

Description Project includes demolition of existing concrete and ashpalt within the median islands and installation of decomposed granite and landscaping.

Location RANCHO FROM US95 TO CHARLESTON

Construction Start

Construction Complete

Cost Estimate 100,000

29333 - RAPTOR PLAY PARK AT THE THUNDERBIRD FAMILY SPORTS COMPLEX (AKA TROPICAL DURANGO PARK PHASE I)

WARD 6



Status **BIDDING 60 %**

Description Improvements to the Tropical Durango Park that include a turf area, totlot, small two-fixture restroom, parking, shade structures and landscaping.

Location N.W. CORNER TROPICAL & DURANGO

Construction Start 2010Q3

Construction Complete 2011Q1

Cost Estimate 1,986,345

37668 - ROSE WARREN IMPROVEMENTS

WARD 1



Status **PREDESIGN**

Description Park renovation and upgrades. Improvements will include installing a new chain link fence around existing ball field, construct a walking path with pathway lights, install exercise equipment and provide new picnic tables. The existing shade structures will be reused.

Location SWC TORREY PINES/BRANDYWINE LANE

Construction Start

Construction Complete

Cost Estimate 283,750

33207 - ROTARY PARK RENOVATION

WARD 1



Status **DESIGN 40 %**

Description Renovation of Rotary Park. Work will include demolition,new sod and irrigation, new trees, expansion of parking, playground equipment,new splash pad, perimeter walking path, overall park lighting for evening use including group shelters.

Location NW CORNER CHARLESTON AND VALLEY VIEW

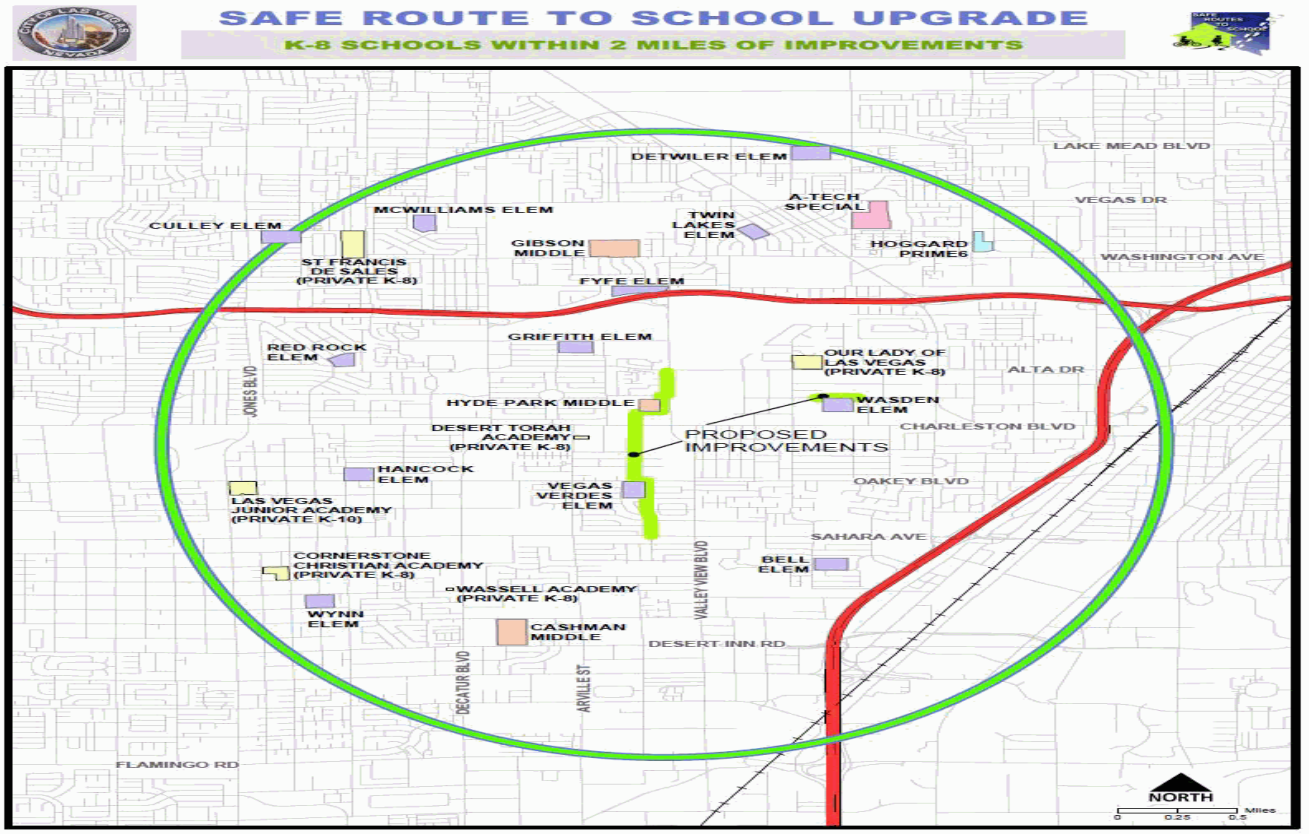
Construction Start 2010Q3

Construction Complete 2011Q1

Cost Estimate 2,450,000

34085 - SAFE ROUTE TO SCHOOL UPGRADES

WARD 1



Status DESIGN 5 %

Description Upgrades to existing roadway crossings along Alta between Valley View and Arville and along Hinson between Charleston & Sahara.

Location ALTA BETWEEN VALLEY VIEW AND ARVILLE; HINSON BETWEEN CHARLESTON AND SAHARA; WASDEN ELEMENTARY SCHOOL

Construction Start

Construction Complete

Cost Estimate 1,851,963

25557 - SMITH CENTER FOR THE PERFORMING ARTS

WARD 5



Status **CONSTRUCTION 40 %**

Description Approximately 4.77 acres on Symphony Drive in the Symphony Park development will be developed for a state of the art Performing Arts Center. Project will consist of a Concert Hall, Caberet Hall, Studio Theater and Educational facilities with full front and back of house support facilities. Construction Management at Risk project (CMAR).

Location SYMPHONY DRIVE IN THE SYMPHONY PARK

Construction Start 5/27/2009

Construction Complete 2012Q1

Cost Estimate 246,710,788

34414 - SOLAR COVERED PARKING - BID LOT B

WARD 1
WARD 2
WARD 3
WARD 4
WARD 5
WARD 6



Status **CONSTRUCTION 1 %**

Description Construction of photovoltaic panels on carports at Natural History Museum, Stupak CC, and Fire Station #10 to reduce energy consumption and cost and promote sustainability.

Location NATURAL HISTORY MUSEUM, STUPAK CC, AND FIRE STATION #10.

Construction Start 6/14/2010

Construction Complete 12/1/2010

Cost Estimate 1,411,548

24769 - STEWART AVE SEWER & PAVEMENT REHABILITATION AND BEAUTIFICATION PH 2 - MAIN ST TO LAS VEGAS BLVD

WARD 5



Status **CONSTRUCTION 10 %**

Description Sewer and pavement rehabilitation and beautification of Stewart Avenue from the west side of Main Street to the east side of 4th Street. Improvements include replacement of two 10-inch sewers with an 18-inch, full curb to curb pavement replacement, widening of the sidewalk to 10', landscaping and streetlights on the north side of Stewart, installation of a bus turn out west of 4th Street, traffic signal upgrades at Main Street, and installation of interconnect conduit.

Location STEWART AVENUE FROM THE WEST SIDE OF MAIN STREET TO THE WEST SIDE OF LAS VEGAS BOULEVARD

Construction Start 3/15/2010

Construction Complete 2011Q1

Cost Estimate 2,439,611

36419 - STREET LIGHT UPGRADE PHASE I

WARD 1
WARD 2
WARD 3
WARD 4
WARD 5
WARD 6



Status **DESIGN 25 %**

Description Replacement of approximately 18,000 HPS and Mercury Vapor Lights with Induction Lighting.

Location CITY WIDE

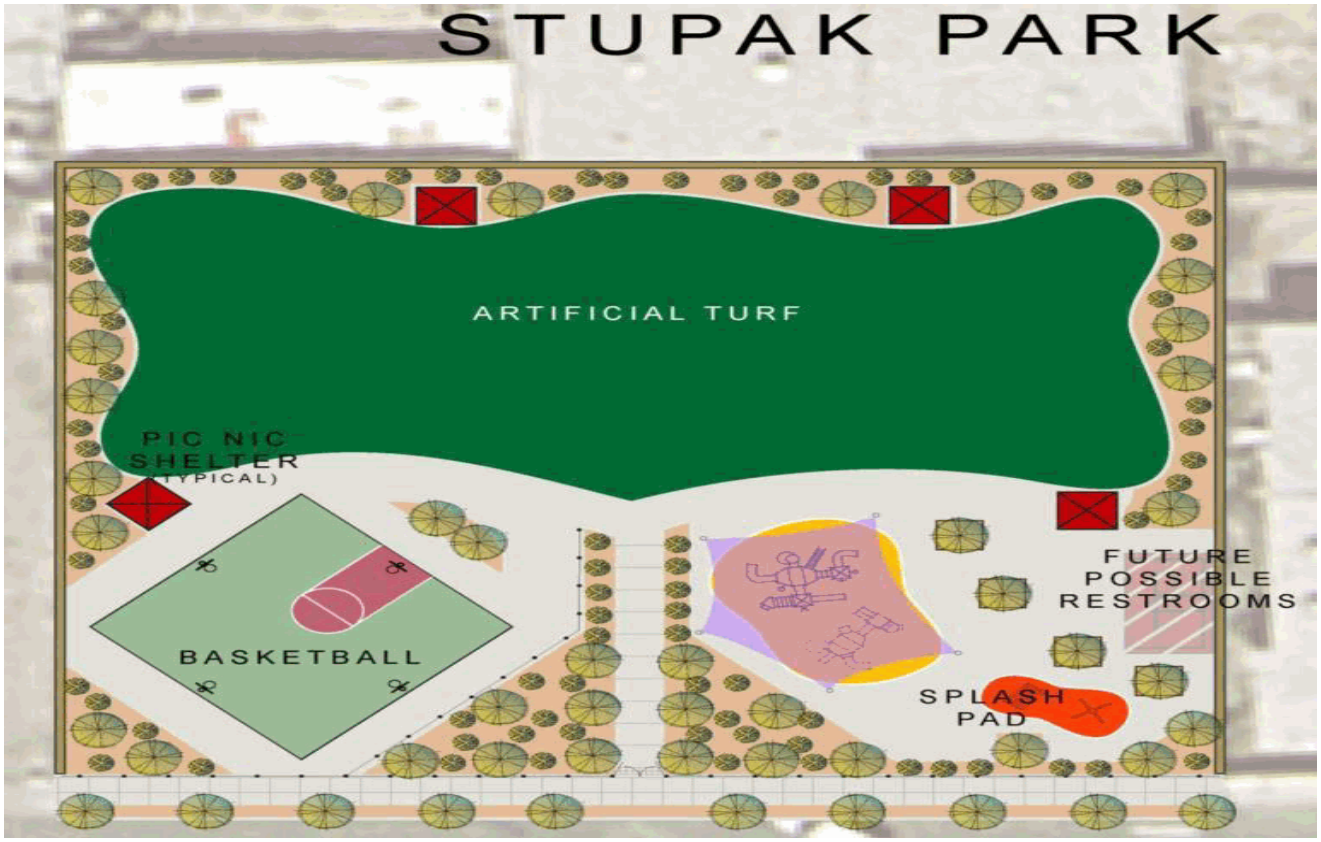
Construction Start

Construction Complete

Cost Estimate 5,841,921

33190 - STUPAK PARK

WARD 3



Status **CONCEPTUAL 100 %**

Description A .6 acre park on the site of the demolished Stupak Community Center with a synthetic turf sports activity area, tot lot,splash pad, picnic shelters with grills.

Location 300 W. BOSTON AVENUE

Construction Start

Construction Complete

Cost Estimate 3,200,000

24669 - SYMPHONY PARK PHASE II (FORMERLY UNION PARK 61 ACRES PHASE II)

WARD 5



Status **DESIGN 99 %**

Description Phase II design and development of the roadways for the sixty one acre parcel located between Grand Central Parkway and Union Pacific Railroad. The design of the project is to be managed by the Newland Group with oversight provided by the City.

Location GRAND CENTRAL PARKWAY / BONNEVILLE AVENUE / U.P.R.R. / SYMPHONY PARK DRIVE

Construction Start 2010Q3

Construction Complete 2011Q3

Cost Estimate 10,600,000

7719 - TENAYA OVERPASS @ SUMMERLIN

WARD 1



Status CLOSEOUT

Description Overpass on Tenaya Way at the Summerlin Parkway and associated roadway and drainage improvements between Westcliff and Washington. Construction also includes the pedestrian underpass which is a part of the Bonanza Trail.

Location TENAYA WAY / SUMMERLIN PARKWAY

Construction Start 1/5/2009

Construction Complete 2/9/2010

Cost Estimate 7,751,144

30776 - TETON TRAILS PARK PHASE 3

WARD 6



Status **CLOSEOUT 95 %**

Description Addition of a small restroom facility to serve sports fields located at Teton Trails Park near the east edge of the park site. Prefab building by vendor, site work by in-house construction.

Location BRADLEY AND GRAND TETON

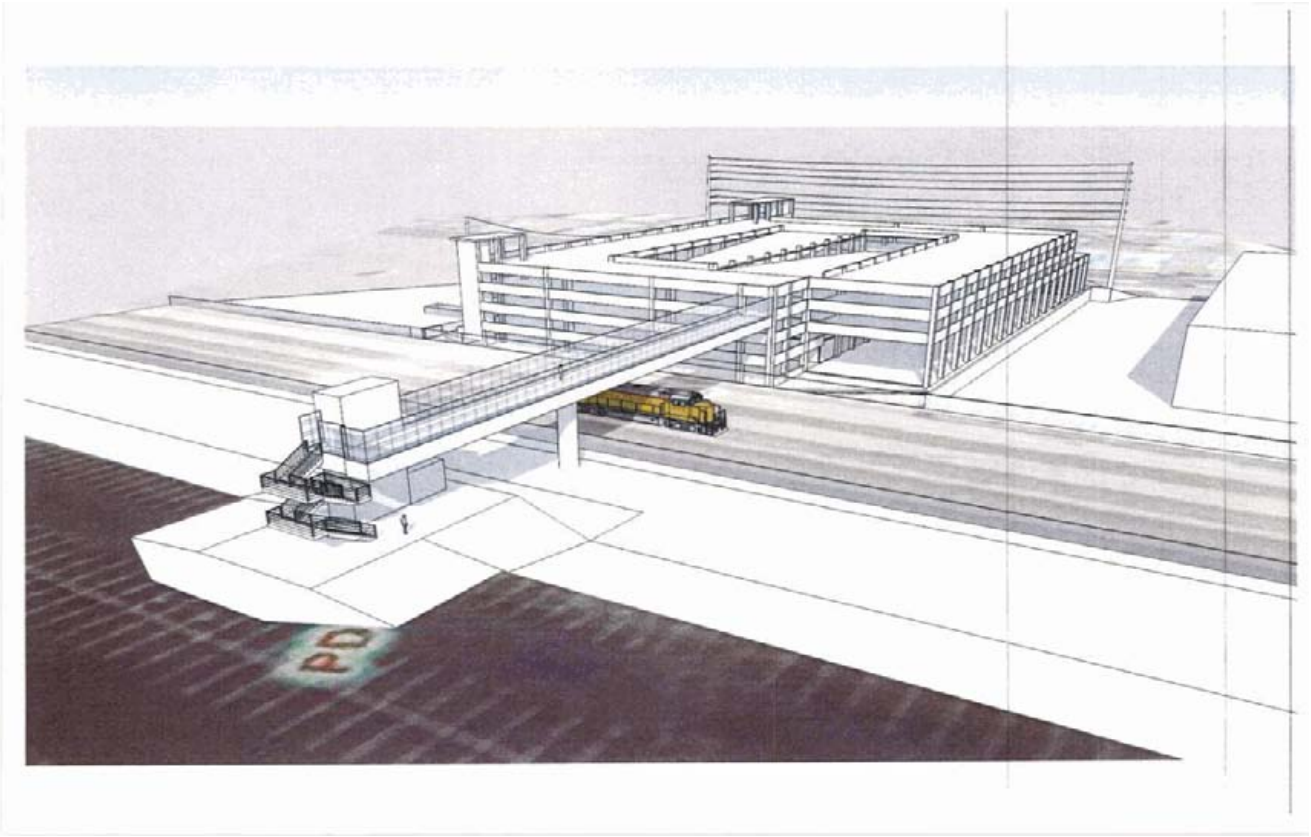
Construction Start 9/9/2009

Construction Complete 1/20/2010

Cost Estimate 140,000

36471 - UPRR SYMPHONY PARK PEDESTRIAN BRIDGE

WARD 3
WARD 5



Status **PREDESIGN 30 %**

Description Pedestrian bridge across the Union Pacific railroad tracks to connect the parking garage at 500 South Main Street to the Symphony Park development.

Location BONNEVILLE AND MAIN STREET

Construction Start

Construction Complete

Cost Estimate 2,500,000

29480 - URBAN PATHWAYS - 1ST STREET BEAUTIFICATION, BOULDER AVENUE TO HOOVER AVENUE

WARD 3



Status **BIDDING 40 %**

Description Beautification project on 1st Street from Boulder Avenue to Hoover Avenue. Installation of trees, tree grates, sidewalk, curb, gutter, streetlights, intersection and mid-block bulb-outs, street benches, trash receptacles, pavers, and planters.

Location 1ST STREET - BOULDER AVENUE TO HOOVER AVENUE

Construction Start 2010Q3

Construction Complete 2011Q4

Cost Estimate 2,826,043

29479 - URBAN PATHWAYS - HOOVER AVENUE BEAUTIFICATION, CASINO CENTER BOULEVARD TO MAIN STREET

WARD 3



Status **BIDDING 40 %**

Description Beautification project on Hoover Avenue from Casino Center Boulevard to Main Street. Installation of trees, tree grates, sidewalk, curb, gutter, streetlights, intersection bulb-outs, pavers, and planters.

Location HOOVER AVENUE - CASINO CENTER BOULEVARD TO MAIN STREET

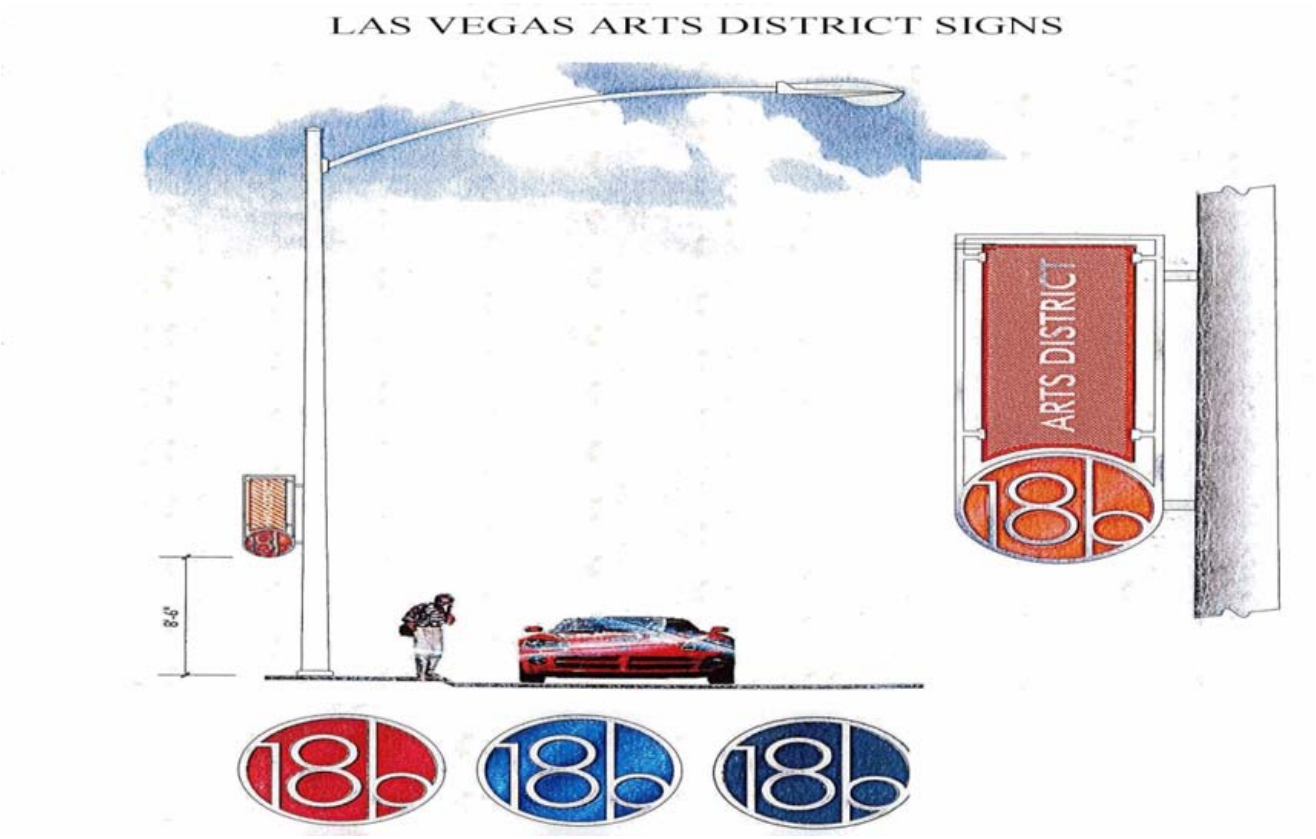
Construction Start 2010Q3

Construction Complete 2011Q4

Cost Estimate 953,490

25754 - URBAN PATHWAYS - LAS VEGAS ARTS DISTRICT (18B) BANNERS AND STREETLIGHTS (FORMERLY LAS VEGAS ARTS DISTRICT SIGNS)

WARD 3



Status **DESIGN 100 %**

Description Remove and replace 8 streetlights with Centennial Standard poles along Charleston from Commerce to Fourth Street. Fabricate and install 30 metal banner signs throughout the 18b Arts District. Will replace 8 additional streetlights along Charleston, and add additional banners as an additive alternate to this project.

Location ARTS DISTRICT - UPRR, LAS VEGAS BOULEVARD, GASS, COLORADO

Construction Start 2010Q3

Construction Complete 2011Q1

Cost Estimate 1,043,565

33999 - VALLEY VIEW CORRIDOR IMPROVEMENT PROJECT - DESERT INN TO US95

WARD 1
CLARK COUNTY



Status **DESIGN 5 %**

Description Design of Valley View Corridor from Desert Inn to US95 to include an additional travel lane northbound, bus turnouts, exclusive right turn lanes and some sewer rehabilitation work. This Construction Manager at Risk (CMAR) project will also construct portions of the Valley View Trail along the Springs Preserve property.

Location VALLEY VIEW FROM DESERT INN TO US95

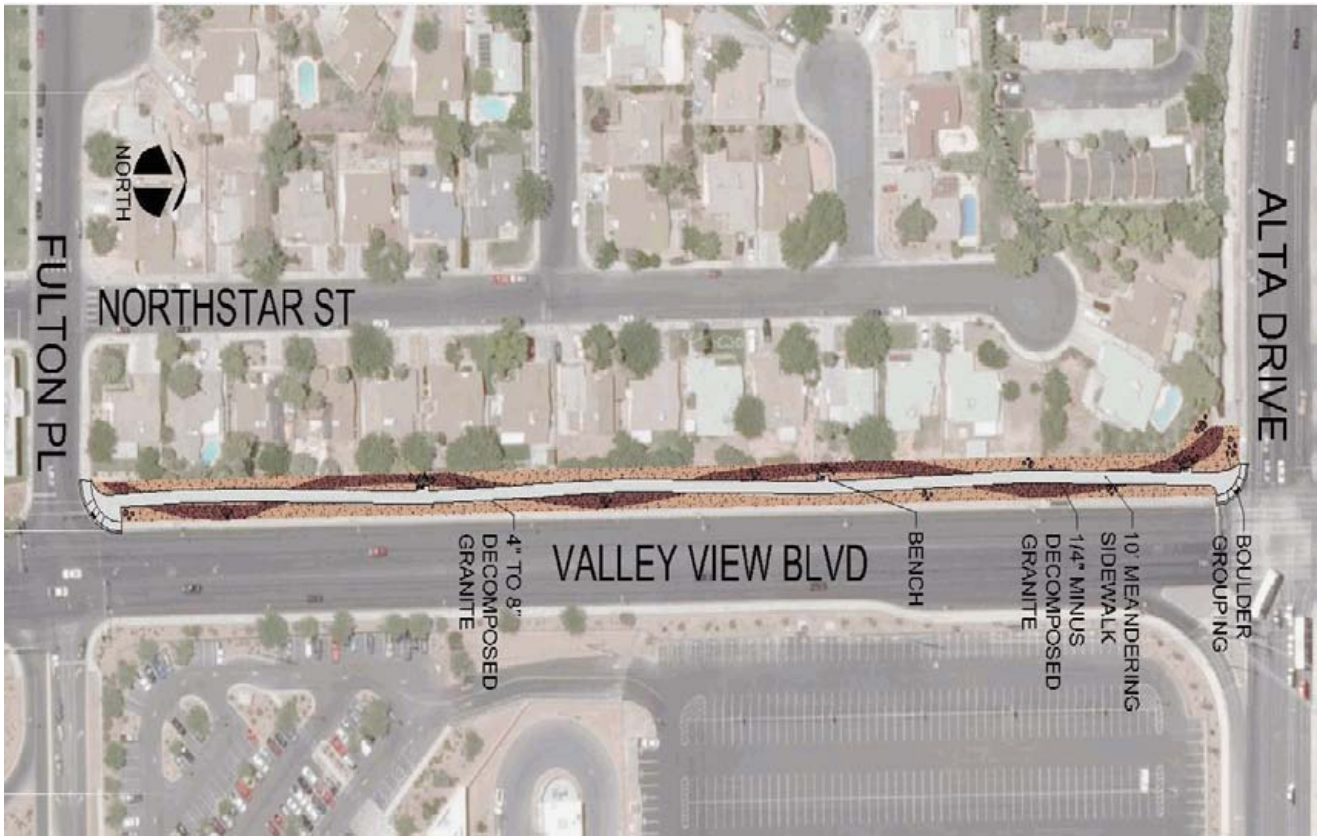
Construction Start

Construction Complete

Cost Estimate 17,300,000

37596 - VALLEY VIEW PASSIVE PARK

WARD 1



Status **CONSTRUCTION 40 %**

Description Design and construction of a passive park including sidewalk and decomposed granite to provide a safe route to school for neighborhood elementary school children.

Location SWC ALTA DRIVE AND VALLEY VIEW BOULEVARD

Construction Start 12/14/2009

Construction Complete 2010Q4

Cost Estimate 200,000

35427 - VALLEY VIEW TRAIL AT NVE SUBSTATION

WARD 1



Status **DESIGN 20 %**

Description Widening of existing path in front of NVE substation at NE corner of Valley View and Alta Drive. Includes path widening and landscaping to match Springs Preserve. Also includes incorporation of LVVWD trail enhancement project along Valley View in front of Springs Preserve.

Location VALLEY VIEW AND ALTA

Construction Start

Construction Complete

Cost Estimate 220,000

34460 - WARD 5 BIKE LANES

WARD 5



Status **CONSTRUCTION 100 %**

Description Design of striping for designated bike lanes on Owens and Washington within the Community Development Block Grant limits.

Location OWENS AVENUE BETWEEN RANCHO AND EASTERN AND WASHINGTON BETWEEN TWIN LAKES AND EASTERN

Construction Start 3/22/2010

Construction Complete 4/20/2010

Cost Estimate 100,000

29168 - WESTSIDE SCHOOL & VARIETY EARLY LEARNING CENTER IMPROVEMENTS PHASE 1

WARD 5



Status **DESIGN 10 %**

Description The Westside School is composed of two school buildings one built in 1922 and the other in 1948. Variety Early Learning Center is multiple buildings added to the project campus. Phase 1 includes a Grotechnical Analysis and an Historical Structural Analysis of the entire project. Phase 2 includes an RFQ for an architect to provide Master Planning, Architectural programing to establish a budget and project scope of work.

Location WASHINGTON AND D STREET

Construction Start

Construction Complete

Cost Estimate 550,000

Capital Project Listing Report

For: Ward 1

26356 **ANTELOPE-WESTCLIFF RELIEF SEWER**

Location: WESTCLIFF DRIVE AND ANTELOPE WAY

Status DESIGN 20 % | *Project Start* 2011Q1 | *Construction Complete* 2011Q3 | *Project Cost* 845,000

Description 3,300 feet of 18-inch sewer in Westcliff Dr and Antelope Way. The expanded portion of this project includes a couple of manhole installations and minor sewer repairs in the same area of town.

12823 **BONANZA TRAIL PHASE IA**

Location: NORTH AND SOUTH OF SUMMERLIN PARKWAY AT TENAYA

Status PROJECT CLOSE OUT | *Project Start* 1/5/2009 | *Construction Complete* 2/9/2010 | *Project Cost* 644,563

Description 10 foot wide path over 1300 feet long located North and South of Summerlin Parkway at Tenaya Way connecting to existing trail improvements west of Tenaya Way.
Combined with Tenaya Way Overpass (#7719) for bid and construction.

23313 **BRUSH STREET STORM DRAIN**

Location: BRUSH STREET FROM ALTA DRIVE TO NORTH TO END OF CUL-DE-SAC

Status CONSTRUCTION 80 % | *Project Start* 6/29/2009 | *Construction Complete* 2010Q3 | *Project Cost* 428,502

Description Nominal Storm Drain System (42" RCP) in Brush Street from Alta Drive to approximately 650 feet north

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38562 **CHARLESTON MEDIAN ISLANDS - RANCHO TO DECATUR**

Location: CHARLESTON BETWEEN RANCHO AND DECATUR

Status DESIGN 5 % | *Project Start* | *Construction Complete* | *Project Cost* 150,000

Description Median Island Landscaping in Charleston between Rancho Drive and Decatur Boulevard

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26784 **CSN FIRE STATION 6 & INSTRUCTIONAL CENTER (AKA FIRE STATION 46 & CSN CLASSROOM FACILITY ON CHARLESTON CAMPUS)**

Location: NORTHEAST CORNER OF OAKEY BOULEVARD & TORREY PINES DRIVE

Status CONSTRUCTION 65 % | *Project Start* 10/19/2009 | *Construction Complete* 2010Q3 | *Project Cost* 6,000,000

Description New four-bay fire station and classroom facility at the College of Southern Nevada Charleston Campus.

37187 **DECATUR AND CHARLESTON INTERSECTION WIDENING**

Location: DECATUR BOULEVARD AT CHARLESTON

Status DESIGN 70 % | *Project Start* FUNDING | *Construction Complete* FUNDING | *Project Cost* 2,100,000

Description THIS PROJECT INCLUDES THE INTERSECTION WIDENING AT CHARLESTON AND DECATUR, BUS TURNOUTS, AND RESTRIPING.

8003 **DECATUR BOULEVARD BUS TURNOUTS**

Location: DECATUR BOULEVARD BETWEEN US 95 AND SAHARA

Status BIDDING | *Project Start* 2010Q3 | *Construction Complete* 2011Q2 | *Project Cost* 30,000

Description Design and construction of widening Decatur Boulevard and incorporating bus turnouts from Decatur Boulevard Phase 1 and 2 (US95 TO SAHARA) project.

26295 **DECATUR BOULEVARD STREET REHABILITATION - FIELD OPS**

Location: DECATUR BOULEVARD FROM US95 TO SAHARA AVENUE

Status PROJECT CLOSE OUT | *Project Start* 3/1/2009 | *Construction Complete* 9/15/2009 | *Project Cost* 0

Description IN MARCH 2009 CHANGED TO 2 FIELD OPS OVERLAY PROJECTS. COMPLETED IN MARCH-MAY 2009. WIDENING AND BUS TURNOUT WORK MOVED TO "DECATUR WIDENING PROJECT"

28801 **DEXTER PARK UPGRADES PHASE 2**

Location: UPLAND BOULEVARD / TRENT AVENUE / S. SOPRANO LANE

Status PROJECT CLOSE OUT | *Project Start* 6/15/2009 | *Construction Complete* 8/7/2009 | *Project Cost* 123,029

Description Playground equipment and dog park.

37669 **DORIS HANCOCK IMPROVEMENTS**

Location: NORTHEAST CORNER OF OAKEY BOULEVARD AND LINDELL ROAD

Status PRE DESIGN | *Project Start* | *Construction Complete* | *Project Cost* 175,000

Description Park upgrades. Install walking path, exercise equipment, and minor landscaping and irrigation work.

26781 **FIRE STATION 103 (AKA 6) REMODELING 190 UPLAND BLV**

Location: 190 UPLAND

Status PLACED ON HOLD | *Project Start* | *Construction Complete* | *Project Cost* 1,500,000

Description Remodel existing fire station to bring up to today's standards for two crews.

Capital Project Listing Report

For: Ward 1

26788 **GARSIDE POOL AND BATHHOUSE REPLACEMENT**

Location: 300 S TORREY PINES DRIVE

Status PRE DESIGN ***Project Start*** FUNDING ***Construction Complete*** FUNDING ***Project Cost*** 3,200,000

Description Renovate or replace existing swimming pool facility and related improvements at Garside Middle School.

28420 **LAS VEGAS SPRINGS PRESERVE PHASE II - TRAILS AND HISTORIC RAILROAD COTTAGES**

Location: VALLEY VIEW BLVD & ALTA DRIVE

Status DESIGN 5 % ***Project Start*** 2011Q1 ***Construction Complete*** 2012Q4 ***Project Cost*** 12,100,000

Description Design and construction of trails and restoration of historic Railroad cottages in the Las Vegas Springs Preserve. Project will be managed by Las Vegas Valley Water District.

11545 **MEADOWS ALTA PARALLEL PROJECT PHASE II**

Location: LORENZI STREET: ALTA TO WESTCLIFF; ALTA DRIVE: EASY TO 300 FEET WEST OF DECATUR; JONES BOULEVARD: (SOUTH) EVERGREEN TO ALTA AND (NORTH) ALTA TO BORDEN; EVERGREEN AVENUE: DIGGER TO BRUSH

Status CONSTRUCTION 80 % ***Project Start*** 6/29/2009 ***Construction Complete*** 2010Q3 ***Project Cost*** 11,558,941

Description Storm drain facilities in Lorenzi Street, Jones Boulevard, Alta Drive, Evergreen Avenue, and Digger Street; and improvements to the existing Rainbow Detention Basins and their associated outfall facilities.

22099 **OAKEY BOULEVARD/TENAYA WAY STORM DRAIN IMPROVEMENTS**

Location: OAKEY BOULEVARD / TENAYA WAY

Status PROJECT CLOSE OUT ***Project Start*** 9/22/2008 ***Construction Complete*** 12/31/2008 ***Project Cost*** 860,000

Description Oakey Boulevard & Tenaya Way Storm Drain Improvements (Tenaya: Del Rey to Oakey and Oakey: Del Rey to Rosanna)

12960 **OAKEY MEADOWS STORM DRAIN PHASE I**

Location: VALLEY VIEW BOULEVARD, OAKEY BOULEVARD, EDMUND STREET, AND ARVILLE STREET

Status CONSTRUCTION 40 % ***Project Start*** 12/14/2009 ***Construction Complete*** 2010Q4 ***Project Cost*** 13,370,315

Description Regional Flood Control Facility from the Meadow's detention basin to Charleston Boulevard.

26843 **OAKEY MEADOWS STORM DRAIN PHASE II**

Location: HINSON AND CHARLESTON TO CHARLESTON WEST, THROUGH THE FAIR CENTER MALL

Status DESIGN 90 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q4 ***Project Cost*** 23,653,314

Description Regional Flood Control Facility from Charleston Boulevard to Faircenter Mall.

26844 **OAKEY MEADOWS STORM DRAIN PHASE III**

Location: FAIR CENTER MALL TO DECATUR, DECATUR SOUTH TO SAHARA, WEST IN SAHARA FOR APPROXIMATELY 700 FEET

Status DESIGN 90 % ***Project Start*** FUNDING ***Construction Complete*** FUNDING ***Project Cost*** 12,100,000

Description Regional Flood Control Facility from Faircenter Mall to Sahara Avenue.

11273 **OAKEY STORM DRAIN - BIRCH STREET TO CAHLAN DRIVE**

Location: OAKEY BOULEVARD FROM BIRCH STREET TO CAHLAN DRIVE

Status CONSTRUCTION 95 % ***Project Start*** 2/23/2009 ***Construction Complete*** 12/28/2009 ***Project Cost*** 7,415,612

Description The project entails construction of approximately 4000 feet of storm drain conveyance facilities, which includes: (1) the proposed Oakey Storm Drain Extension - Birch Street to Cahlan Drive; (2) connecting an existing bubbler storm drain system in Oakey at Rancho into the proposed Regional Facility; (3) design of drop inlets in Rancho at the Oakey/Rancho Intersection and (5) design of drop inlets in Oakey near the Oakey/Cahlan intersection.

36804 **OAKEY STORM DRAIN - CAHLAN TO BARNARD DRIVE**

Location: OAKEY BOULEVARD FROM CAHLAN TO BARNARD DRIVE
FACILITY ID FWOK 0076 THRU 0100

Status DESIGN 25 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 4,294,843

Description The proposed improvements include design of a 6' X 6' RCB and associated collection facilities in Oakey Boulevard between Cahlan Drive and Barnard Drive.

23139 **RAINBOW BOULEVARD TRAFFIC CAPACITY IMPROVEMENTS AND BUS TURNOUTS**

Location: RAINBOW BOULEVARD BETWEEN WESTCLIFF DRIVE AND SAHARA AVENUE

Status DESIGN 50 % ***Project Start*** 2012Q1 ***Construction Complete*** 2013Q1 ***Project Cost*** 12,825,000

Description Design / construction of traffic capacity improvements and bus turnouts on Rainbow Boulevard from Westcliff Drive to Desert Inn Road (approximately 2 miles)

Capital Project Listing Report

For: Ward 1

37668 **ROSE WARREN IMPROVEMENTS**

Location: SWC TORREY PINES/BRANDYWINE LANE

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 283,750

Description Park renovation and upgrades. Improvements will include installing a new chain link fence around existing ball field, construct a walking path with pathway lights, install exercise equipment and provide new picnic tables. The existing shade structures will be reused.

33207 **ROTARY PARK RENOVATION**

Location: NW CORNER CHARLESTON AND VALLEY VIEW

Status DESIGN 40 % ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q1 ***Project Cost*** 2,450,000

Description Renovation of Rotary Park. Work will include demolition,new sod and irrigation, new trees, expansion of parking, playground equipment,new splash pad, perimeter walking path, overall park lighting for evening use including group shelters.

34085 **SAFE ROUTE TO SCHOOL UPGRADES**

Location: ALTA BETWEEN VALLEY VIEW AND ARVILLE; HINSON BETWEEN CHARLESTON AND SAHARA; WASDEN ELEMENTARY SCHOOL

Status DESIGN 5 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 1,851,963

Description Upgrades to existing roadway crossings along Alta between Valley View and Arville and along Hinson between Charleston & Sahara.

7719 **TENAYA OVERPASS @ SUMMERLIN**

Location: TENAYA WAY / SUMMERLIN PARKWAY

Status PROJECT CLOSE OUT ***Project Start*** 1/5/2009 ***Construction Complete*** 2/9/2010 ***Project Cost*** 7,751,144

Description Overpass on Tenaya Way at the Summerlin Parkway and associated roadway and drainage improvements between Westcliff and Washington. Construction also includes the pedestrian underpass which is a part of the Bonanza Trail.

27115 **TS @ SMOKE RANCH AND ROCK SPRINGS**

Location: SMOKE RANCH AND ROCK SPRINGS

Status CONCEPTUAL - PRE FUNDING ***Project Start*** ***Construction Complete*** ***Project Cost*** 99,000

Description Design and construction of traffic signal at Smoke Ranch Road and Rock Springs. Construction schedule dependent on Traffic Signal Impact Fee Fund.

37596 **VALLEY VIEW PASSIVE PARK**

Location: SWC ALTA DRIVE AND VALLEY VIEW BOULEVARD

Status CONSTRUCTION 40 % ***Project Start*** 12/14/2009 ***Construction Complete*** 2010Q4 ***Project Cost*** 200,000

Description Design and construction of a passive park including sidewalk and decomposed granite to provide a safe route to school for neighborhood elementary school children.

35427 **VALLEY VIEW TRAIL AT NVE SUBSTATION**

Location: VALLEY VIEW AND ALTA

Status DESIGN 20 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 220,000

Description Widening of existing path in front of NVE substation at NE corner of Valley View and Alta Drive. Includes path widening and landscaping to match Springs Preserve. Also includes incorporation of LVVWD trail enhancement project along Valley View in front of Springs Preserve.

Capital Project Listing Report

For: Ward 2

25283 **ANGEL PARK MIDDLE BRANCH**

Location: ALTA DRIVE / HUALAPAI WAY

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Design and preparation of the preliminary drainage report, drawings, and cost estimates for the Angel Park Middle Branch

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17992 **ANGEL PARK TRAILHEAD**

Location: DURANGO DRIVE / SUMMERLIN PARKWAY

Status CONSTRUCTION 99 % ***Project Start*** 1/12/2009 ***Construction Complete*** 3/31/2010 ***Project Cost*** 0

Description Trailhead area located at Durango Drive and Summerlin Parkway that will serve as the connection point between Rampart Trail Phase 1 and 2. Project includes lighting, parking lot, landscape, playground areas and shade structures.

26705 **HUALAPAI CANYON TRAILHEAD (AKA DESERT NATURE PRESERVE)**

Location: HUALAPAI AND ALTA

Status PROJECT CLOSE OUT ***Project Start*** 8/10/2009 ***Construction Complete*** 2/4/2010 ***Project Cost*** 4,560,965

Description Project improvements include approximately 4,000 lineal feet of 10-foot wide trail with landscaping on each side of the trail, rest areas, benches, trash receptacles, pet waste stations, and trail lighting.

26733 **PAVILION POOL COVER**

Location: 101 S PAVILION CENTER DRIVE

Status CONSTRUCTION 60 % ***Project Start*** 10/19/2009 ***Construction Complete*** 2010Q4 ***Project Cost*** 3,486,000

Description Heated enclosure at Pavilion Pool to provide protection from weather and extend swimming season.

17990 **RAMPART TRAIL PHASE II**

Location: ALTA DRIVE / RAMPART BOULEVARD / DURANGO DRIVE

Status CONSTRUCTION 99 % ***Project Start*** 1/12/2009 ***Construction Complete*** 3/31/2010 ***Project Cost*** 0

Description Construction of over one mile of 10' asphalt trail from the Angel Park Trailhead south of Summerlin Parkway through the Angel Park Golf Course, across Rampart Boulevard, and extending over 3000 feet west of Rampart Boulevard. Includes lanscaping and trail amenities (bike racks, trash receptacles, etc.)

26173 **TRAFFIC PACKAGE 6B - NON-SIGNALIZED TRAFFIC IMPROVEMENTS AT CHARLESTON/DURANGO**

Location: CHARLESTON / DURANGO

Status DESIGN 90 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q3 ***Project Cost*** 0

Description Engineering for Intersection improvements at Charleston / Durango

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26170 **TRAFFIC PACKAGE 7A SAHARA / DURANGO**

Location: SAHARA AVENUE / DURANGO DRIVE

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2010Q4 ***Project Cost*** 438,161

Description Engineering for Intersection improvements at: Sahara/Durango - dual left turn lanes north/south bound, increased storage for westbound to southbound left turns, exclusive right northbound if economically feasible and a worm island at the first driveway east of Durango

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28108 **VIA OLIVERO AND VALADEZ SID**

Location: VIA OLIVERO AND VALADEZ

Status CONSTRUCTION 99 % ***Project Start*** 9/8/2009 ***Construction Complete*** 11/5/2009 ***Project Cost*** 165,000

Description This project involves constructing half-street improvements including pavement, curb, gutter, and sidewalk along Via Olivero and Valadez.

Capital Project Listing Report

For: Ward 3

35475 **28TH STREET REMODEL**

Location: 2824 E. CHARLESTON CORNER OF 28TH ST AND CHARLESTON

Status PROJECT CLOSE OUT ***Project Start*** 2/1/2010 ***Construction Complete*** 5/4/2010 ***Project Cost*** 20,000

Description Signal Repair Shop remodel to create an office space.

28435 **500 SOUTH MAIN STREET PARKING GARAGE**

Location: 500 S. MAIN STREET

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2012Q1 ***Project Cost*** 19,300,000

Description Proposed multi-level parking structure with a capacity of 635 parking spaces that will serve both the new City Hall and Symphony Park. This project is being done as a design-build project.

26516 **ARTS DISTRICT GATEWAYS**

Location: CHARLESTON BETWEEN MAIN STREET AND LAS VEGAS BOULEVARD

Status CONSTRUCTION 5 % ***Project Start*** 5/24/2010 ***Construction Complete*** 2010Q3 ***Project Cost*** 720,000

Description Arts District Gateway located on Charleston between Main Street and Las Vegas Boulevard. Elements will include two artistic "paintbrushes" to identify the limits of the Arts District.

35425 **BONANZA/LAMB NB RIGHT TURN LANE**

Location: BONANZA ROAD AND LAMB BLVD

Status DESIGN 70 % ***Project Start*** 2011Q1 ***Construction Complete*** 2011Q3 ***Project Cost*** 350,000

Description The scope of work involves modifying the intersection of Bonanza/Lamb to provide an exclusive right turn lane NB (using right of way that was previously dedicated by developers) and also modify the east/west approaches to fit dual left turn lanes EB and WB (this will be done without widening - just removing and reinstalling medians and reconfiguring lane lines via a mill/overlay). The SB bus turnout may also be included.

12827 **BONNEVILLE/CLARK/CASINO CENTER**

Location: BONNEVILLE AVENUE / CLARK AVENUE / CASINO CENTER BOULEVARD

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q1 ***Project Cost*** 13,750,000

Description Convert Bonneville Avenue and Clark Avenue to one-way east and west respectively from Main Street to Las Vegas Boulevard. Improvements include; full depth asphalt rehabilitation, curb and gutter, traffic signals, landscaping and striping together with such items as may be necessary to complete the work.

38440 **BONNEVILLE-CLARK ONE WAY COUPLET PHASE 2**

Location: BONNEVILLE AND CLARK BETWEEN LAS VEGAS BOULEVARD AND MARYLAND PARKWAY

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Convert Bonneville Avenue and Clark Avenue to one-way east and west respectively from Las Vegas Boulevard to Main Street. Improvements include; full depth asphalt rehabilitation, curb and gutter, and striping together with such items as may be necessary to complete the work.

17996 **BOULDER PARK PLAZA**

Location: BOULDER AVENUE BETWEEN MAIN STREET AND 1ST STREET

Status PROJECT CLOSE OUT ***Project Start*** 7/13/2009 ***Construction Complete*** 1/11/2010 ***Project Cost*** 1,176,240

Description Boulder Avenue between Main Street and 1st Street will be closed to vehicular traffic in order to create a quarter-acre plaza and future sculpture garden.

23312 **BUS TURNOUT PROJECT-LAMB BLVD & PECOS ROAD**

Location: LAMB BOULEVARD / STEWART AVENUE TO OWENS AVENUE AND PECOS ROAD / STEWART AVENUE TO OWENS AVENUE

Status DESIGN 99 % ***Project Start*** FUNDING ***Construction Complete*** FUNDING ***Project Cost*** 1,000,000

Description 4 Bus Turnouts along Lamb Boulevard and Pecos Road.

11550 **CASINO CENTER/3RD STREET REALIGNMENT**

Location: CASINO CENTER BOULEVARD / THIRD STREET / CHARLESTON BOULEVARD

Status CONSTRUCTION 100 % ***Project Start*** 7/21/2008 ***Construction Complete*** 3/4/2010 ***Project Cost*** 9,013,116

Description Realign 3rd Street to intersect Casino Center Boulevard north of Charleston Boulevard, tying into the Bus Rapid Transit System. Basic improvements include full street improvements, including but not limited to survey, earthwork, curb, gutter, sidewalks, amenity zone pavement, traffic signs, street lighting, pavement, pavement markings, water and sewer mains and all other components

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12789 **CEDAR DRAINAGE TRAIL AND PEDESTRIAN BRIDGE - CEDAR DRAINAGE CHANNEL**

Location: CEDAR DRAINAGE TRAIL BETWEEN PECOS ROAD AND THE LAS VEGAS WASH

Status PROJECT CLOSE OUT ***Project Start*** 2/26/2008 ***Construction Complete*** 12/11/2008 ***Project Cost*** 4,750,000

Description Improvements to the Cedar Drainage Trail;
Trail along Cedar drainage channel from Pecos Rd to Las Vegas Wash with pedestrian bridge at Cedar crossing Las Vegas Wash.

Capital Project Listing Report

For: Ward 3

12968 **CHARLESTON & LAMB INTERSECTION IMPROVEMENTS**

Location: CHARLESTON BOULEVARD / LAMB BOULEVARD

Status DESIGN 90 % *Project Start* FUNDING *Construction Complete* FUNDING *Project Cost* 7,182,000

Description Traffic improvements at the Charleston/Lamb intersection. Intersection improvements; capacity study and recommendations.

10939 **CHARLESTON BLVD BUS TURNOUTS**

Location: CHARLESTON BOULEVARD BETWEEN NELLIS BOULEVARD AND FREMONT STREET

Status BIDDING *Project Start* 2010Q3 *Construction Complete* 2011Q3 *Project Cost* 1,790,000

Description Improvements and construction of bus turnouts on Charleston between Nellis & Fremont

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27904 **CHARLESTON BOULEVARD SEWER REHABILITATION - FREMONT TO SANDHILL**

Location: CHARLESTON BOULEVARD FROM FREMONT TO SANDHILL

Status DESIGN 70 % *Project Start* 2011Q1 *Construction Complete* 2011Q3 *Project Cost* 3,721,000

Description Repair or rehabilitation of approximately 1,400 feet of 27-inch; 5,200 feet of 30-inch sewer in Charleston Boulevard from Fremont Street to Sandhill Road

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23870 **CHARLESTON MEDIAN ISLAND LANDSCAPING - SIXTH STREET TO MARYLAND PARKWAY**

Location: CHARLESTON BOULEVARD BETWEEN 6TH STREET AND MARYLAND PARKWAY

Status DESIGN 70 % *Project Start* 2010Q3 *Construction Complete* 2011Q2 *Project Cost* 1,000,000

Description Construct median islands and landscaping along Charleston Boulevard between Sixth Street and Maryland Parkway

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28827 **CITY HALL NEW (A.K.A. CIVIC CENTER COMPLEX)**

Location: 495 S. MAIN ST.

Status CONSTRUCTION 12 % *Project Start* 1/4/2010 *Construction Complete* 2012Q1 *Project Cost* 150,000,000

Description Design and construct a new 310,000 square foot city hall at Main and Clark.

26735 **CONTROL ROOM EXPANSION**

Location: DETENTION CENTER ON STEWART AVE

Status PROJECT CLOSE OUT *Project Start* 10/22/2007 *Construction Complete* 4/11/2008 *Project Cost* 420,000

Description Detention Center, remodel existing Control Room for new work stations.

26785 **DOUGLAS A. SELBY PARK (AKA SANDHILL/OWENS PARK)**

Location: SANDHILL / LAS VEGAS WASH

Status BIDDING *Project Start* 2010Q3 *Construction Complete* 2011Q2 *Project Cost* 2,640,000

Description Development of a 4.9 acre park adjacent to the Las Vegas Wash. Park improvements include one lighted synthetic turf soccer field, warm-up area, restroom, basketball court, group picnic area, dog runs and parking.

36888 **DOUGLAS A. SELBY TRAILHEAD**

Location: SANDHILL/LAS VEGAS WASH

Status BIDDING *Project Start* 2010Q3 *Construction Complete* 2011Q2 *Project Cost* 2,068,000

Description Development of a 3.8 acre trailhead situated on the Las Vegas Wash Trail near Sandhill Road. Trailhead improvements include children's playground area, picnic area, splash pad, turf area, bicycle trail head and parking. A lighted pedestrian bridge spanning the Las Vegas Wash will allow site access to both the park and trailhead.

26314 **FIFTH STREET SCHOOL PHASE 3**

Location: LAS VEGAS BOULEVARD / CLARK AVENUE

Status PROJECT CLOSE OUT *Project Start* 5/9/2007 *Construction Complete* 9/1/2008 *Project Cost* 12,015,552

Description Adaptive re-use tenant improvements to Fifth Street School including space for UNLV, AIA, Nevada School of the Arts, CLV Cultural Affairs and the RDA.

27882 **FIRE STATION 108, BONANZA & PAGE**

Location: BONANZA AND PAGE

Status DESIGN 35 % *Project Start* 2011Q4 *Construction Complete* 2012Q4 *Project Cost* 6,350,000

Description New two-bay prototype fire station resite.

26787 **FIRE TRAINING CENTER BURN TOWER**

Location: MOJAVE AND BONANZA

Status PROJECT CLOSE OUT *Project Start* 2/23/2009 *Construction Complete* 8/31/2009 *Project Cost* 1,535,000

Description Repair and upgrade of the existing Fire Training Center Burn Tower.

Capital Project Listing Report

For: Ward 3

26765 **FREEDOM PARK RENOVATION AND SPORTS COMPLEX**

Location: S.W. CORNER WASHINGTON AND PECOS

Status PROJECT CLOSE OUT ***Project Start*** 6/16/2008 ***Construction Complete*** 12/31/2009 ***Project Cost*** 54,500,000

Description Renovation of the 68-acre Freedom Park including a new Big League Dreams ballfield complex and new park improvements consisting of a skatepark, adaptive recreation area, picnic shelters, new restroom/concession at the little league fields, two lighted synthetic turf soccer fields, perimeter exercise path, new grass, irrigation and planting.

18931 **HUNTRIDGE PHASE 6 STREET REHABILITATION (CLV TARGETED NEIGHBORHOOD)**

Location: AREA BOUNDED BY LAS VEGAS BOULEVARD, OAKEY BOULEVARD, CHARLESTON BOULEVARD, REXFORD AND NINTH STREET

Status DESIGN 100 % ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q3 ***Project Cost*** 4,360,560

Description Remove and reconstruct pavement, curb & gutter, and sidewalk; install street light conduit; install water laterals; repair sanitary sewers; and perform other repairs as appropriate.

22304 **JAYCEE PARK RENOVATION (OFFICIAL NAME: "JUSTICE MYRON E. LEAVITT FAMILY PARK")**

Location: EASTERN AVENUE / SAINT LOUIS AVENUE

Status PROJECT CLOSE OUT ***Project Start*** 1/28/2008 ***Construction Complete*** 1/7/2009 ***Project Cost*** 8,030,732

Description Park renovation includes new shade ramadas, new lighted soccer field, parking lot, reconfigured pathways, new playground areas, new water play feature, expanded dog-park, upgraded pathway/security lights, minimized turf area and added native plantings.

34081 **LAS VEGAS BLVD NEON SIGNAGE PHASE 2**

Location: LAS VEGAS BOULEVARD BETWEEN US 95 AND FREMONT STREET

Status DESIGN 70 % ***Project Start*** 2011Q1 ***Construction Complete*** 2011Q2 ***Project Cost*** 244,289

Description The restoration and installation of two historic neon signs along Las Vegas Blvd between US 95 and Fremont Street.

16736 **LAS VEGAS WASH TRAIL PEDESTRIAN BRIDGES**

Location: LAS VEGAS WASH @ LAMB BOULEVARD AND CHARLESTON BOULEVARD

Status DESIGN 70 % ***Project Start*** 2011Q1 ***Construction Complete*** 2012Q1 ***Project Cost*** 3,970,475

Description Design and construction of two pedestrian crossings to accommodate pedestrian and bicycle traffic to allow connectivity of the Las Vegas Wash Trail across Lamb Boulevard and Charleston Boulevard.

12956 **LAS VEGAS WASH TRAIL PHASE I**

Location: LAS VEGAS WASH BETWEEN OWENS AVENUE AND CHARLESTON BOULEVARD TO WASHINGTON

Status CONSTRUCTION 99 % ***Project Start*** 5/18/2009 ***Construction Complete*** 2/11/2010 ***Project Cost*** 2,855,118

Description Design and construction of an intermodel trail system in the LV Wash Corridor from Owens to Stewart.

18530 **LAS VEGAS WASH TRAIL PHASE II**

Location: LAS VEGAS WASH BETWEEN STEWART AVENUE AND CHARLESTON BOULEVARD

Status DESIGN 70 % ***Project Start*** 2011Q1 ***Construction Complete*** 2012Q1 ***Project Cost*** 3,056,481

Description This project includes design and construction for two portions of the Las Vegas Wash Trail between Lamb Boulevard and Washington Avenue and between Stewart Avenue and Charleston Boulevard; the trail lies within the Las Vegas Wash corridor. Package includes Las Vegas Wash Trail Undercrossing and Bridge at Lamb and Charleston.

29225 **LAS VEGAS WASH TRAILHEAD BRIDGE (A.K.A. SANDHILL-OWENS BRIDGE)**

Location: SANDHILL / LAS VEGAS WASH

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 2,860,000

Description Pedestrian bridge to connect a park and trailhead with the Las Vegas Wash Trail. The park and trailhead are located across from each other on opposite sides of the Las Vegas Wash, a 200-foot span.

38420 **MAIN-COMMERCE ONE-WAY COUPLET**

Location: MAIN STREET - COMMERCE STREET TO LAS VEGAS BOULVEARD

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Convert Main Street and Commerce Street to one-way north and south respectively from Main Street to Las Vegas Boulevard.

Capital Project Listing Report

For: Ward 3

26729 **SANDHILL OWENS PARK & TRAILHEAD**

Location: SANDHILL / LAS VEGAS WASH

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 0

Description Development of a 3.8 acre trailhead situated on the Las Vegas Wash Trail near Sandhill Road. Trailhead improvements include children's playground area, picnic area, splash pad, turf area, bicycle trail head and parking. A lighted pedestrian bridge spanning the Las Vegas Wash will allow site access to both the park and trailhead.

Development of a 3.8 acre trailhead situated on the Las Vegas Wash Trail near Sandhill Road. Trailhead improvements include children's playground area, picnic area, splash pad, turf area, bicycle trail head and parking. A lighted pedestrian bridge spanning the Las Vegas Wash will allow site access to both the park and trailhead.

Development of a 4.9 acre park adjacent to the Las Vegas Wash. Park improvements include one lighted synthetic turf soccer field, warm-up area, restroom, basketball court, group picnic area, dog runs and parking.

28050 **SIDEWALK RAMP IMPROVEMENTS**

Location: BOUNDED BY SAHARA, CHARLESTON, EASTERN AND FREMONT

Status PROJECT CLOSE OUT ***Project Start*** 12/7/2009 ***Construction Complete*** 2/22/2010 ***Project Cost*** 309,600

Description Design and construction of thirty-six (36) ADA ramps to be installed at various sidewalk locations in one eligible neighborhood bounded by Eastern/Charleston/Fremont/Sahara. Originally 47 ramps but 11 will be constructed with Casino Center BRT.

25144 **STUPAK COMMUNITY CENTER**

Location: BOSTON AVENUE EAST OF TAM DRIVE

Status PROJECT CLOSE OUT ***Project Start*** 8/19/2008 ***Construction Complete*** 12/9/2009 ***Project Cost*** 8,979,795

Description A 34,823 square foot, two story community center with indoor multi sport gym, classrooms, kitchen, child care, arts classroom, weight fitness and aerobics rooms, and game room.

33190 **STUPAK PARK**

Location: 300 W. BOSTON AVENUE

Status CONCEPTUAL - PRE FUNDING ***Project Start*** ***Construction Complete*** ***Project Cost*** 3,200,000

Description A .6 acre park on the site of the demolished Stupak Community Center with a synthetic turf sports activity area, tot lot,splash pad, picnic shelters with grills.

34934 **SYMPHONY PARK POWER FEEDER**

Location: MAIN STREET/1ST STREET BETWEEN BOULDER AVENUE AND CLARK AVENUE

Status CONSTRUCTION 99 % ***Project Start*** 10/5/2009 ***Construction Complete*** 5/21/2010 ***Project Cost*** 1,601,282

Description Conduit design by NV Energy, installed by CLV for power service to PAC. Install multiple conduit bank from the NV Energy Commerce substation to the Symphony Park site from Commerce substation on Main Street, between Boulder Avenue and Coolidge Avenue, north along Main Street and along 1st Street to Clark Avenue crosses the City Hall Parking garage site and UPRR ROW near Main and Clark and ties into existing Symphony Park conduits.

34147 **TS @ 4TH AND CLARK**

Location:

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 75,000

Description TRAFFIC SIGNAL IMPROVEMENTS AT 4TH STREET AND CLARK

18214 **TS @ HARRIS AND PECOS**

Location: PECOS ROAD / HARRIS AVENUE (NEC)

Status PROJECT CLOSE OUT ***Project Start*** 8/19/2009 ***Construction Complete*** 10/22/2009 ***Project Cost*** 200,000

Description Design and Construction of Traffic Signal at Harris and Pecos

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36721 **TS @ MAIN AND GARCES**

Location: MAIN STREET AND GARCES AVENUE

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2010Q4 ***Project Cost*** 560,000

Description Construction of Traffic Signal at the intersection of Main/Garces. Construction to include: full depth removal/replacement of existing pavement; reconstruct curb returns with handicap ramps; installation of fiber optics, street lighting conduit and poles, and full traffic signal improvements; slurry seal; and striping.

27116 **TS @ WASHINGTON AVENUE AND SANDHILL ROAD**

Location: WASHINGTON AVENUE AND SANDHILL ROAD

Status DESIGN 90 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q2 ***Project Cost*** 99,000

Description Design and construction of traffic signal at Washington and Sandhill

Capital Project Listing Report

For: Ward 3

29480 **URBAN PATHWAYS - 1ST STREET BEAUTIFICATION, BOULDER AVENUE TO HOOVER AVENUE**

Location: 1ST STREET - BOULDER AVENUE TO HOOVER AVENUE

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q4 ***Project Cost*** 2,826,043

Description Beautification project on 1st Street from Boulder Avenue to Hoover Avenue. Installation of trees, tree grates, sidewalk, curb, gutter, streetlights, intersection and mid-block bulb-outs, street benches, trash receptacles, pavers, and planters.

29479 **URBAN PATHWAYS - HOOVER AVENUE BEAUTIFICATION, CASINO CENTER BOULEVARD TO MAIN STREET**

Location: HOOVER AVENUE - CASINO CENTER BOULEVARD TO MAIN STREET

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q4 ***Project Cost*** 953,490

Description Beautification project on Hoover Avenue from Casino Center Boulevard to Main Street. Installation of trees, tree grates, sidewalk, curb, gutter, streetlights, intersection bulb-outs, pavers, and planters.

25754 **URBAN PATHWAYS - LAS VEGAS ARTS DISTRICT (18B) BANNERS AND STREETLIGHTS (FORMERLY LAS VEGAS ARTS DISTRICT SIGNS)**

Location: ARTS DISTRICT - UPRR, LAS VEGAS BOULEVARD, GASS, COLORADO

Status DESIGN 100 % ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q1 ***Project Cost*** 1,043,565

Description Remove and replace 8 streetlights with Centennial Standard poles along Charleston from Commerce to Fourth Street. Fabricate and install 30 metal banner signs throughout the 18b Arts District. Will replace 8 additional streetlights along Charleston, and add additional banners as an additive alternate to this project.

37178 **VETERANS MEMORIAL HUNTRIDGE CIRCLE PARK**

Location:

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 50,000

Description Veterans Memorial Plaza and Sculpture at the South end of Hundridge Circle park on Maryland Parkway

Capital Project Listing Report

For: Ward 4

32727 **BETTYE WILSON SOCCER COMPLEX RESTROOM**

Location: NWC LAKE MEAD BOULEVARD AND TENAYA

Status DESIGN 5 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 450,000

Description Design and construction of a prototype restroom facility.

16029 **CLIFF SHADOWS PARKWAY - BUCKSKIN TO LONE MOUNTAIN**

Location: CLIFF SHADOWS PARKWAY BETWEEN BUCKSKIN AVENUE AND LONE MOUNTAIN ROAD

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 1,691,170

Description Pavement widening, including sidewalk on west side of Cliff Shadows Parkway from Fire Cliffs Avenue to W. Alexander Road. Provide full width, 3/4-inch open grade bituminous from Buckskin Avenue to Lone Mountain Avenue. Provide signal undergrounds for Cliff Shadows/Novat and Cliff Shadows/Gowan and full traffic signal design at Alexander/Cliff Shadows and install regional trail crossings with flashers at 2 locations.

35335 **CORRIDOR 2 ALEXANDER ITS MILL AND OPEN GRADE**

Location: ALEXANDER ROAD AT US 95 OVERPASS (WITHIN NDOT RIGHT-OF-WAY)

Status DESIGN 100 % ***Project Start*** 2010Q3 ***Construction Complete*** 2010Q4 ***Project Cost*** 20,000

Description Design and construction of 1-inch mill and open grade on Alexander Road within NDOT R/W at the US 95 overpass. This work was required by NDOT inspectors during construction of Corridor 2 (H# 16903).

16903 **CORRIDOR 2-TENAYA WAY (CHEYENNE AVENUE TO CRAIG ROAD)**

Location: TENAYA WAY BETWEEN CHEYENNE AVENUE AND CRAIG ROAD
ALEXANDER ROAD BETWEEN DURANGO DRIVE AND RAINBOW BOULEVARD

Status PROJECT CLOSE OUT ***Project Start*** 10/13/2008 ***Construction Complete*** 6/4/2009 ***Project Cost*** 1,415,184

Description Construction of traffic signals at the intersection of Gowan/Tenaya and Alexander/Tenaya; Interconnect and fiber optic cable installation on Alexander from Durango to Rainbow and Tenaya from Gowan to Alexander; Street rehab on Tenaya between Atwood and Gowan; and Slurry Seal and restripe on Tenaya from Cheyenne to Alexander and bike lane striping on Tenaya from Buckskin to Craig and on Gowan from Pioneer to approx 500 feet east of Tenaya.

32728 **DOC ROMEO PARK IMPROVEMENTS**

Location: NORTH SIDE OF PEAK DRIVE BETWEEN BUFFALO AND TENAYA

Status DESIGN 20 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 370,000

Description Design and construction of a restroom facility and shade screens

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34634 **DURANGO HILLS GOLF COURSE TURF REMOVAL**

Location: 3501 N DURANGO DRIVE

Status PROJECT CLOSE OUT ***Project Start*** 8/24/2009 ***Construction Complete*** 10/6/2009 ***Project Cost*** 210,000

Description Turf removal at Durango Hills Golf Course and replacement with decomposed granite

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29930 **DURANGO HILLS WRC RELIEF SEWER**

Location: DURANGO HILLS WRC @ DURANGO & CIMARRON

Status DESIGN 30 % ***Project Start*** 2012Q4 ***Construction Complete*** 2013Q3 ***Project Cost*** 979,000

Description Design and construct approximately 4,100 feet of 18-inch sewer in Cheyenne Avenue from Durango Drive to Cimarron Road. This new relief sewer is needed to provide additional capacity along this portion of the Cheyenne Avenue Sewer system.

27883 **FIRE STATION 107, DEL WEBB & SUNDIAL**

Location: NE CORNER DEL WEBB & SUNDIAL

Status DESIGN 35 % ***Project Start*** 2011Q1 ***Construction Complete*** 2012Q1 ***Project Cost*** 6,307,230

Description New two-bay prototype fire station at Del Webb and Sundial.

10105 **LONE MOUNTAIN TRAIL PHASE II A**

Location: BUFFALO CHANNEL ALIGNMENT FROM LAKE MEAD TO ALEXANDER

Status PROJECT CLOSE OUT ***Project Start*** 1/14/2008 ***Construction Complete*** 8/30/2009 ***Project Cost*** 100,000

Description Part of Lone Mountain Trail Phase 2: Vegas Drive to Alexander Road;
Phase IIA consists of trail signage and striping between Cheyenne Avenue and Lake Mead Boulevard.

27363 **MAJESTIC PARK ADDED IMPROVEMENTS**

Location: ALEXANDER AND HUALAPAI

Status PROJECT CLOSE OUT ***Project Start*** 3/24/2009 ***Construction Complete*** 8/26/2009 ***Project Cost*** 1,015,000

Description Majestic Park additions include bleachers, concrete work, painting, scoreboards and landscaping.

Capital Project Listing Report

For: Ward 4

28590 **POLICE MEMORIAL MONUMENT PHASE 1**

Location: 3250 METRO ACADEMY WAY

Status PROJECT CLOSE OUT ***Project Start*** 4/6/2009 ***Construction Complete*** 6/3/2009 ***Project Cost*** 400,000

Description A monument dedicated to Southern Nevada Law Enforcement Officers. The monument, designed by Adolfo Gonzales, is fabricated of lighted steel and aluminum on a black and grey slate base. Plaza improvements around the monument will be Phase 2 work.

12890 **RAMPART TRAIL PHASE I**

Location: VEGAS DRIVE / DURANGO DRIVE

Status CONSTRUCTION 99 % ***Project Start*** 1/12/2009 ***Construction Complete*** 3/31/2010 ***Project Cost*** 0

Description Construction of over one mile of 10' asphalt trail from the Angel Park Trailhead north of Summerlin Parkway along the west side of Durango, to Vegas Drive. Includes lanscaping and trail amenities (bike racks, trash receptacles, etc.)

26798 **TEM IMPROVEMENTS WSC (A.K.A. TRAFFIC SIGNING AND MARKING SHOP)**

Location: RONEMUS DRIVE AT WEST SERVICE CENTER

Status PROJECT CLOSE OUT ***Project Start*** 4/1/2009 ***Construction Complete*** 9/30/2009 ***Project Cost*** 2,300,000

Description HVAC replacement on the building serving as the City's existing Traffic Signing and Marking Shop at the West Service Center. Also includes renovation of a 4500 square foot portion of the existing building.

27118 **TRAFFIC CAPACITY IMPROVEMENT - VEGAS DRIVE AND BUFFALO DRIVE**

Location: VEGAS DRIVE AND BUFFALO DRIVE

Status CONCEPTUAL - PRE FUNDING ***Project Start*** ***Construction Complete*** ***Project Cost*** 300,000

Description Design and construction of a northbound exclusive right turn lane on Buffalo Drive at Vegas Drive

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26171 **TRAFFIC PACKAGE 6A VEGAS AND RAMPART**

Location: VEGAS DRIVE / RAMPART BOULEVARD

Status PROJECT CLOSE OUT ***Project Start*** 10/1/2008 ***Construction Complete*** 5/10/2009 ***Project Cost*** 300,000

Description Engineering for Intersection improvements at:
Vegas/Rampart - dual left turn southbound and exclusive right northbound.

26183 **TRAFFIC PACKAGE 7 VEGAS / PUEBLO VISTA**

Location: VEGAS AND PUEBLO VISTA

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q2 ***Project Cost*** 482,281

Description Design package for Traffic Signals at VEGAS and PUEBLO VISTA
Part of Design Package 7B

26184 **TS @ GILMORE AND BUFFALO**

Location: GILMORE AND BUFFALO

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 24,511

Description Design package for Traffic Signals at GILMORE and BUFFALO - this signal does not meet warrants, design/shelf

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19873 **TS @ WASHINGTON AVENUE AND CIMARRON ROAD**

Location: WASHINGTON AVENUE AND CIMARRON ROAD

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 75,000

Description Traffic signal at Washington Avenue and Cimarron Road - signal will be designed and shelved until it meets warrants.

26194 **TS CORRIDOR 4 GOWAN AND CIMARRON**

Location: GOWAN AND CIMARRON

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 300,000

Description Traffic signal at Gowan Road and Cimarron Road. This signal will be designed and shelved until it meets traffic warrants.

26195 **TS CORRIDOR 4 GOWAN AND EL CAPITAN**

Location: GOWAN AND EL CAPITAN

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 200,000

Description Traffic signal at Gowan Road and El Capitan Way. This signal will be designed and shelved until it meets warrants.

26196 **TS CORRIDOR 4 GOWAN AND FORT APACHE**

Location: GOWAN AND FORT APACHE

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 200,000

Description Traffic signal at Gowan Road and Fort Apache Road. This signal will be designed and shelved until it meets warrants.

Capital Project Listing Report

For: Ward 4

25314 **WEST ALEXANDER LOOP TRAIL (VIAS VERDES)**

Location: ALEXANDER ROAD / CLIFF SHADOWS PARKWAY

Status CONCEPTUAL - PRE FUNDING ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Planning study for a future trail project located on Alexander near Cliff Shadows Parkway

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34164 **WSC TEM IMPROVEMENTS - LAYDOWN YARD**

Location: WEST SERVICE CENTER (PEAK/BUFFALO)

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q1 ***Project Cost*** 1,840,000

Description Construction of asphalt pavement for Commericial Drivers Traning Lot at the West Yard.

Capital Project Listing Report

For: Ward 5

28549 **ATRIUM BUILDING RENOVATION (DEVELOPMENT SERVICES CENTER)**

Location: 333 NORTH RANCHO

Status CONSTRUCTION 4 % ***Project Start*** 5/17/2010 ***Construction Complete*** 2010Q4 ***Project Cost*** 9,170,000

Description Renovation of the Atrium Building, at Rancho and US95, to accommodate Public Works, Field Operations, Leisure Services and Business Licensing staff.

16748 **CULTURAL CORRIDOR PEDESTRIAN BRIDGE**

Location: LAS VEGAS BLVD NEAR HERITAGE PARK ALONG THE CULTURAL CORRIDOR TRAIL

Status CONSTRUCTION 0 % ***Project Start*** 6/7/2010 ***Construction Complete*** 2011Q2 ***Project Cost*** 1,799,406

Description Construction of bridge to accommodate pedestrian and bicycle traffic to connect to the Cultural Corridor Trail. The bridge will cross over Las Vegas Boulevard between the Las Vegas Natural History Museum and the Las Vegas Library.

17993 **CULTURAL CORRIDOR TRAIL**

Location: STEWART AND 3RD TO CASINO CENTER TO BONANZA TO LAS VEGAS BLVD AND ENDS BEFORE WASHINGTON

Status DESIGN 100 % ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q1 ***Project Cost*** 1,890,000

Description A multi-use trail connection between the Las Vegas Downtown area and select sites within the Cultural Corridor.

33241 **DOOLITTLE PARK RENOVATION PHASE I**

Location: J STREET AND LAKE MEAD BOULEVARD

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 1,400,000

Description Renovation of the west portion of the park. The west baseball field will be removed and transformed into family picnic area. A large picnic pavilion, site furniture, barbecue areas, additional trees and passive park area will be installed.

11552 **DOWNTOWN CONNECTOR BUS RAPID TRANSIT PROJECT PHASE 1 (GRAND CENTRAL PARKWAY)**

Location: GRAND CENTRAL PARKWAY

Status PROJECT CLOSE OUT ***Project Start*** 8/6/2007 ***Construction Complete*** 11/21/2008 ***Project Cost*** 20,751,872

Description The ACE rapid transit system project is a state of the art, major transportation initiative that will provide a new, integrated connection from downtown Las Vegas in dedicated transit lanes, with continuing service into the resort corridor in mixed flow travel lanes. Phase I of the ACE Downtown Connector project proceeds on Grand Central Parkway between Iron Horse Court and City Parkway. Phase I is slated for completion before the end of 2008 with ACE Downtown Connector service starting by the early fall of 2009.

35253 **ED FOUNTAIN PARK TEMPORARY PARKING LOT**

Location: DECATUR BOULEVARD & VEGAS DRIVE

Status DESIGN 90 % ***Project Start*** 2010Q3 ***Construction Complete*** 2010Q4 ***Project Cost*** 200,000

Description Parking lot improvements for Ed Fountain Park including net increase of 96 parking stalls, removal of existing fence and berm, removal of existing pavements markings and construction of new pavement markings for the drive aisles.

35272 **F STREET REOPENING**

Location: F STREET - I-15 TO DF CONNECTOR

Status DESIGN 15 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 22,500,000

Description The reopening of F Street - Connection of the existing F Street - McWilliams to D Street.

27879 **FIRE STATION 106 (AKA 103) STELLA LAKE & MOUNT MARIAH**

Location: SE CORNER STELLA LAKE & MOUNT MARIAH

Status DESIGN 70 % ***Project Start*** 2011Q1 ***Construction Complete*** 2012Q1 ***Project Cost*** 5,350,000

Description New two-bay prototype fire station at Stella Lake and Mount Mariah.

35429 **HR FUNDAMENTAL SERVICE REVIEW REMODEL**

Location: CITY HALL - HR COMPUTER CLASSROOM

Status PROJECT CLOSE OUT ***Project Start*** 9/7/2009 ***Construction Complete*** 9/30/2009 ***Project Cost*** 5,000

Description Added wall to HR computer classroom for file storage and workstation for FSR work.

34987 **JACKSON AVENUE MEDIAN & STREETLIGHT IMPROVEMENTS**

Location: JACKSON AVENUE BETWEEN H STREET AND D STREET

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Rehabilitate Jackson Avenue between H Street and D Street. Proposed improvements may include replacement of pavement, landscaped median islands, upgrade streetlights and traffic striping.

Capital Project Listing Report

For: Ward 5

26055 **LAS VEGAS BLVD NEON SIGNAGE**

Location: LAS VEGAS BOULEVARD FROM WASHINGTON TO MCWILLIAMS

Status PROJECT CLOSE OUT ***Project Start*** 5/25/2009 ***Construction Complete*** 10/29/2009 ***Project Cost*** 1,235,094

Description Placement of 3 refurbished neon signs on Las Vegas Boulevard between Washington and Bonanza. Includes new median islands with landscaping.

38069 **LAS VEGAS BOULEVARD - OWENS TO I-515**

Location: LAS VEGAS BOULEVARD - OWENS TO I 515

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 1,250,000

Description Project includes reconstruction of Las Vegas Boulevard to add additional lanes to better accommodate vehicles, public transportation and pedestrians to enhance the Cultural Corridor and Scenic Byway.

29483 **LAS VEGAS CREEK CHANNEL - LANGTRY CHANNEL ALTERNATIVES**

Location: LANGTRY CHANNEL - BETWEEN BONANZA ROAD AND WASHINGTON AVENUE

Status PROJECT CLOSE OUT ***Project Start*** ***Construction Complete*** ***Project Cost*** 436,785

Description Design alternatives analysis for improvements to the Langtry Channel between Bonanza Road and Washington Avenue. Note, no construction associated with this analysis. Design report was completed on 6/30/09.

35428 **LAS VEGAS CREEK LATERAL - LANGTRY CHANNEL**

Location: LANGTRY CHANNEL - BETWEEN BONANZA ROAD AND WASHINGTON AVENUE

Status DESIGN 99 % ***Project Start*** 2010Q4 ***Construction Complete*** 2012Q1 ***Project Cost*** 2,662,045

Description Design improvements to the Langtry Channel between Bonanza Road and Washington Avenue. Note, construction associated with this design will begin in FY11.

23666 **LORENZI PARK RENOVATION PHASE 1**

Location: WASHINGTON AVENUE / TWIN LAKES DRIVE

Status PROJECT CLOSE OUT ***Project Start*** 4/21/2008 ***Construction Complete*** 6/1/2009 ***Project Cost*** 14,325,645

Description Park renovation includes 4 new 300' softball fields with lights, large restroom, 10 tennis courts, playground areas, expanded parking, trail system, landscaping, and site lighting.

33039 **LORENZI PARK RENOVATION PHASE 2**

Location: WASHINGTON AND TWIN LAKES

Status DESIGN 70 % ***Project Start*** 2011Q2 ***Construction Complete*** 2012Q4 ***Project Cost*** 14,197,355

Description Phase 2 park renovations include reconfiguring the lake, new pumps for the lake, large and small restrooms, picnic areas, basketball courts, parking lot reconfiguration, trail systems, landscaping and site lighting.

38070 **MAIN STREET - US95 TO OWENS**

Location: MAIN STREET - US95 TO OWENS

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 500,000

Description Project includes reconstruction of Main Street to add additional lanes to better accommodate vehicles, public transportation and pedestrians.

11549 **MARTIN L KING BOULEVARD WIDENING**

Location: MARTIN LUTHER KING BOULEVARD BETWEEN SYMPHONY PARK DRIVE AND CAREY AVENUE

Status CONSTRUCTION 95 % ***Project Start*** 3/3/2008 ***Construction Complete*** 2010Q3 ***Project Cost*** 39,026,946

Description The roadway design shall include new construction and upgrade of existing asphalt for 6 travel lanes. Improvements will also include curb, gutter, sidewalk, residential and commercial driveways, sidewalk ramps, storm drainage facilities, water and sanitary sewer service stubs, utility relocation, street lighting, signage, upgrade existing traffic signals, landscaping and related construction.

37815 **MARTIN L. KING WIDENING (METRO HEADQUARTERS TO COSTCO)**

Location: MARTIN L. KING BETWEEN SYMPHONY PARKWAY AND ALTA DRIVE

Status DESIGN 90 % ***Project Start*** FUNDING ***Construction Complete*** FUNDING ***Project Cost*** 3,690,000

Description Widening of MLK between Metro Headquarters and Costco. Project includes AC pavement, utility relocations, sidewalk, curb and gutter, striping, and appurtenances.

36697 **MOB MUSEUM START UP AND INTERACTIVE EXHIBIT FABRICATION**

Location: 300 STEWART AVENUE

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q4 ***Project Cost*** 12,999,324

Description MOB Museum start up and Interactive Exhibit Fabrication.

Capital Project Listing Report

For: Ward 5

28044 **N STREET IMPROVEMENTS**

Location: N STREET BETWEEN JEFFERSON AND MADISON AVENUES

Status PROJECT CLOSE OUT | *Project Start* 5/4/2009 | *Construction Complete* 7/2/2009 | *Project Cost* 202,422

Description Design and construction of roadway improvements on N Street between Jefferson Avenue and Madison Avenue which include: street replacement, sidewalk and streetlights.

17994 **NEON BONEYARD PARK**

Location: LAS VEGAS BOULEVARD / MCWILLIAMS AVENUE

Status CONSTRUCTION 30 % | *Project Start* 2/8/2010 | *Construction Complete* 2010Q4 | *Project Cost* 4,750,000

Description A public park and museum that will preserve and display historic neon signs at Las Vegas Boulevard and McWilliams. To include picnic facilities, passive recreation space and enhanced landscaping.

33264 **NEON MUSEUM VISITORS CENTER**

Location: LAS VEGAS BLVD NORTH AND MCWILLIAMS AVE

Status DESIGN 20 % | *Project Start* | *Construction Complete* | *Project Cost* 1,855,000

Description Remodel the relocated 1,088 SF La Concha shell and add approximately 1,707 SF addition into a Neon Museum Visitors center on a 0.58 acre site with on site improvements

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11554 **OWENS AVENUE SYSTEM AKA: VEGAS DRIVE STORM DRAIN, MICHAEL WAY TO RANCHO**

Location: OWENS AVENUE BETWEEN SHADOW MOUNTAIN PLACE AND RANCHO DRIVE

Status DESIGN 99 % | *Project Start* 2010Q4 | *Construction Complete* 2011Q4 | *Project Cost* 14,579,515

Description Master plan update facility # LVOW 0241 - the proposed improvements include construction of a 72" reinforced concrete pipe to 7' X 5' reinforced concrete box in Vegas Drive between Shadow Mountain Place & Rancho Drive. A 36" reinforced concrete pipe is proposed on Shadow Mountain Place.

26498 **POST OFFICE REHABILITATION (OFFICIAL NAMES: "THE LAS VEGAS MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT" A.K.A. "THE MOB MUSEUM", A.K.A. THE POST MODERN, A.K.A. DOWNTOWN POST OFFICE, A.K.A. LV MUSEUM REHABILITATION**

Location: 300 STEWART AVENUE

Status CONSTRUCTION 46 % | *Project Start* 8/3/2009 | *Construction Complete* 2011Q3 | *Project Cost* 29,735,179

Description Historic rehabilitation of the downtown Post Office/Courthouse at 300 Stewart Avenue into a museum and cultural center.

16528 **RANCHO PARK STREET REHABILITATION**

Location: RANCHO DRIVE / ALTA DRIVE, PARK WAY NORTH AND PARK WAY EAST

Status PROJECT CLOSE OUT | *Project Start* 5/11/2009 | *Construction Complete* 8/11/2009 | *Project Cost* 433,526

Description Remove and reconstruct pavement, curb and gutter, and sidewalk; install street light conduit; install water laterals; repair sanitary sewers; perform other repairs as appropriate. Reconstruction area is bounded by Rancho Drive, Alta Drive, Parkway North and Parkway East.

35426 **RANCHO/DECATUR N-S INTERSECTION IMPROVEMENTS**

Location: RANCHO DRIVE AND DECATUR NORTH AND SOUTH INTERSECTIONS.

Status DESIGN 25 % | *Project Start* | *Construction Complete* | *Project Cost* 34,900

Description Alternative design concepts of traffic capacity and safety improvements to the Rancho Drive/Decatur Boulevard North and South Intersection configuration.

35772 **SALVATION ARMY BUILDING**

Location: S.W. CORNER OF MAIN AND OWENS

Status PROJECT CLOSE OUT | *Project Start* 10/12/2009 | *Construction Complete* 10/19/2009 | *Project Cost* 75,000

Description Replacment of (12) HVAC Rooftop units,roof replacment and minor rehabilitation work.

37124 **SALVATION ARMY BUILDING REROOF**

Location: SW CORNER OF MAIN & OWENS

Status PROJECT CLOSE OUT | *Project Start* 5/7/2010 | *Construction Complete* 5/25/2010 | *Project Cost* 94,000

Description New roof for the 15,000 square foot Salvation Army Building

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25557 **SMITH CENTER FOR THE PERFORMING ARTS**

Location: SYMPHONY DRIVE IN THE SYMPHONY PARK

Status CONSTRUCTION 40 % | *Project Start* 5/27/2009 | *Construction Complete* 2012Q1 | *Project Cost* 246,710,788

Description Approximately 4.77 acres on Symphony Drive in the Symphony Park development will be developed for a state of the art Performing Arts Center. Project will consist of a Concert Hall, Caberet Hall, Studio Theater and Educational facilities with full front and back of house support facilities. Construction Management at Risk project (CMAR).

Capital Project Listing Report

For: Ward 5

12963 **STEWART AVE SEWER & PAVEMENT REHABILITATION PH 1 - LV BLVD TO MARYLAND PKWY**

Location: STEWART AVENUE FROM THE WEST SIDE OF LAS VEGAS BOULEVARD TO THE WEST SIDE OF MARYLAND PARKWAY

Status PROJECT CLOSE OUT ***Project Start*** 10/8/2008 ***Construction Complete*** 6/12/2009 ***Project Cost*** 3,383,511

Description Stewart Avenue sewer & pavement rehabilitation between Las Vegas Boulevard & Maryland Parkway. Improvements include replacing two 10-inch sewers with an 18-inch sewer between Las Vegas Boulevard and 8th Street and rehabilitating the existing 10-inch sewer between 8th Street and Maryland Parkway, full curb to curb pavement replacement, traffic signal undergrounds at 8th Street, replacement of the emergency communication fiber optic cable and interconnect between City Hall and the FAST operations building on 8th Street, and installation of new interconnect conduit to Maryland Parkway.

THE PROJECT INITIATOR INCLUDES FUNDING FOR BOTH STEWART AVENUE PHASE 1 AND PHASE 2 (MAIN STREET TO MARYLAND PARKWAY) SINCE THE DESIGN CONTRACTS AND TWO OF THE FUNDING SOURCES APPLY TO BOTH PHASES.

24769 **STEWART AVE SEWER & PAVEMENT REHABILITATION AND BEAUTIFICATION PH 2 - MAIN ST TO LAS VEGAS BLVD**

Location: STEWART AVENUE FROM THE WEST SIDE OF MAIN STREET TO THE WEST SIDE OF LAS VEGAS BOULEVARD

Status CONSTRUCTION 10 % ***Project Start*** 3/15/2010 ***Construction Complete*** 2011Q1 ***Project Cost*** 2,439,611

Description Sewer and pavement rehabilitation and beautification of Stewart Avenue from the west side of Main Street to the east side of 4th Street. Improvements include replacement of two 10-inch sewers with an 18-inch, full curb to curb pavement replacement, widening of the sidewalk to 10', landscaping and streetlights on the north side of Stewart, installation of a bus turn out west of 4th Street, traffic signal upgrades at Main Street, and installation of interconnect conduit.

18393 **SYMPHONY PARK PHASE I (FORMERLY UNION PARK 61 ACRES)**

Location: GRAND CENTRAL PARKWAY / BONNEVILLE AVENUE / U.P.R.R. AND SYMPHONY PARK DRIVE

Status PROJECT CLOSE OUT ***Project Start*** 4/14/2008 ***Construction Complete*** 3/9/2009 ***Project Cost*** 26,500,000

Description Roadway infrastructure for the 61-acre parcel located between Grand Central Parkway and the Union Pacific Railroad. Improvements for this phase include roadway improvements, landscaping and utility relocates.

24669 **SYMPHONY PARK PHASE II (FORMERLY UNION PARK 61 ACRES PHASE II)**

Location: GRAND CENTRAL PARKWAY / BONNEVILLE AVENUE / U.P.R.R. / SYMPHONY PARK DRIVE

Status DESIGN 99 % ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q3 ***Project Cost*** 10,600,000

Description Phase II design and development of the roadways for the sixty one acre parcel located between Grand Central Parkway and Union Pacific Railroad. The design of the project is to be managed by the Newland Group with oversight provided by the City.

26178 **TRAFFIC PACKAGE 7 WASHINGTON / COMSTOCK**

Location: WASHINGTON AT COMSTOCK

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q2 ***Project Cost*** 739,312

Description Traffic signal designs, dual left turn lanes, and design of worm median islands at Washington/Comstock

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26177 **TRAFFIC PACKAGE 7A BONANZA / TONOPAH**

Location: BONANZA AT TONOPAH

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2010Q4 ***Project Cost*** 742,482

Description Traffic signal designs, dual left turn lanes, and design of worm median islands at intersections of Bonanza/Tonopah

Scope of parent has been modified to reflect this data. Project Closed.

34228 **UNIVERSITY MEDICAL CENTER SANITARY SEWER REPLACEMENT**

Location: UMC CAMPUS AT CHARLESTON BOULEVARD AND SHADOW LANE

Status DESIGN 70 % ***Project Start*** 2010Q3 ***Construction Complete*** 2010Q4 ***Project Cost*** 154,366

Description Replacement of approximately 500 LF of 8-Inch VCP with 10-Inch PVC sanitary sewer within the University Medical Center Campus at Charleston Boulevard and Shadow Lane.

27785 **VEGAS DRIVE SEWER REHABILITATION (RANCHO DRIVE TO INTERSTATE 15)**

Location: VEGAS DRIVE FROM RANCHO DRIVE TO INTERSTATE 15

Status DESIGN 25 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 5,978,000

Description Repair or replace approximately 12,020 feet of unlined reinforced concrete pipe consisting of 1,750 feet of 30-inch, 1,680 feet of 33-inch, 1,540 feet of 36-inch, and 7,050 feet of 39-inch sewer in Vegas Drive from Rancho Drive to Interstate 15.

34460 **WARD 5 BIKE LANES**

Location: OWENS AVENUE BETWEEN RANCHO AND EASTERN AND WASHINGTON BETWEEN TWIN LAKES AND EASTERN

Status CONSTRUCTION 100 % ***Project Start*** 3/22/2010 ***Construction Complete*** 4/20/2010 ***Project Cost*** 100,000

Description Design of striping for designated bike lanes on Owens and Washington within the Community Development Block Grant limits.

Capital Project Listing Report

For: Ward 5

29168 **WESTSIDE SCHOOL & VARIETY EARLY LEARNING CENTER IMPROVEMENTS PHASE 1**

Location: WASHINGTON AND D STREET

Status DESIGN 10 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 550,000

Description The Westside School is composed of two school buildings one built in 1922 and the other in 1948. Variety Early Learning Center is multiple buildings added to the project campus. Phase 1 includes a Grotechnical Analysis and an Historical Structural Analysis of the entire project. Phase 2 includes an RFQ for an architect to provide Master Planning, Architectural programing to establish a budget and project scope of work.

38572 **WESTSIDE SCHOOL & VARIETY EARLY LEARNING CENTER IMPROVEMENTS PHASE 2**

Location: WASHINGTON AND D STREET

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Phase I 29168 Phase II 38572 The Westside School is composed of two school building, one built in 1922 and the other in 1948. Variety Early Learning Center is multiple buildings added to the project campus. Phase 2 includes an RFQ for an architect to provide master planning and programming.

Capital Project Listing Report

For: Ward 6

28730 **ANN ROAD SID - LEGGETT AND CIMARRON**

Location: ANN ROAD BETWEEN LEGGETT ROAD AND CIMARRON ROAD

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 322,490

Description Special Improvement District to install offsite improvements for 3 parcels on Ann Road between Leggett and Cimarron. Improvement will include pavement, curb, gutter, sidewalk, streetlights, and driveways.

26312 **CENTENNIAL HILLS PARK (PHASE 3 RIVERBED & TRAIL)**

Location: DEER SPRINGS WAY/BUFFALO DRIVE

Status PROJECT CLOSE OUT ***Project Start*** 5/21/2007 ***Construction Complete*** 7/2/2008 ***Project Cost*** 17,207,281

Description New park facilities and amphitheater on approximately 35-acres south of Phase I. This project includes the Prehistoric Riverbed Preservation and Centennial Hills Park Trail funding.

26734 **CENTENNIAL HILLS PARK ADDED IMPROVEMENTS**

Location: DEER SPRINGS WAY/BUFFALO DR

Status PROJECT CLOSE OUT ***Project Start*** 10/25/2008 ***Construction Complete*** 12/17/2009 ***Project Cost*** 3,000,000

Description Project to re-implement amenities deleted during the Centennial Hills Community Center development and further park Phase 3 amenities as allowed by the remaining Phase 3 funding time extension. Amenities include additional shade structures, raising existing walls in the locker rooms, drainage improvements, audio equipment for the ampitheater, addition of rock mulch, and replacement of sand with resilient surfacing in the older tot lot area. A permanent A/V truss system with foundations is also added.

38237 **CENTENNIAL/SKY POINTE CONNECTIONS @ US95**

Location: CENTENNIAL PARKWAY & US95

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 2,150,000

Description Preliminary Design of three undercrossings at Centennial Parkway and US 95.

26759 **DURANGO RILEY PARK PHASE I (OFFICIAL NAME: "VIPER LACROSSE FIELDS AT THE THUNDERBIRD FAMILY SPORTS COMPLEX")**

Location: SOUTH SIDE OF DURANGO BETWEEN EL CAPITAN AND GRAND MONTECITO

Status PROJECT CLOSE OUT ***Project Start*** 8/4/2008 ***Construction Complete*** 7/1/2009 ***Project Cost*** 5,428,500

Description First phase development of lighted lacrosse fields including restroom/concession building. Facility designed for tournament lacrosse play.

12832 **EL CAMPO GRANDE STORM DRAIN**

Location: EL CAMPO GRANDE AVENUE FROM DURANGO DRIVE TO THE RANCHO DETENTION BASIN

Status PROJECT CLOSE OUT ***Project Start*** 6/23/2008 ***Construction Complete*** 6/15/2009 ***Project Cost*** 4,937,659

Description El Campo Grande Storm Drain from Durango to Rancho Detention Basin;

23158 **ELKHORN SPRINGS AND BUFFALO STORM DRAIN**

Location: BUFFALO DRIVE BETWEEN DONALD NELSON AND THE ELKHORN SPRINGS DETENTION BASIN AND FARM ROAD FROM PALM GROVE TO BUFFALO DRIVE

Status CONSTRUCTION 0 % ***Project Start*** 6/1/2010 ***Construction Complete*** 2010Q4 ***Project Cost*** 1,875,752

Description Design and construction of a 48-inch to 60-inch diameter RCP storm drain from the intersection of Farm Road and Palm Grove Lane east on Farm Road to Buffalo Drive, and from Buffalo Drive and Donald Nelson Avenue south along the Buffalo Drive to the Elkhorn Springs Detention Basin. The project also includes design and construction of a new inlet structure at the detention basin and a concrete staff gauge.

24423 **FIRE STATION 48**

Location: ELKHORN ROAD/FORT APACHE ROAD

Status PROJECT CLOSE OUT ***Project Start*** 12/17/2007 ***Construction Complete*** 11/24/2008 ***Project Cost*** 6,100,000

Description New Three Bay Fire Station at Fort Apache and Elkhorn

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28419 **FLOYD LAMB PARK TRAIL AMENITIES**

Location: DURANGO & RACEL

Status CONSTRUCTION 0 % ***Project Start*** 6/14/2010 ***Construction Complete*** 2011Q4 ***Project Cost*** 0

Description Approximately 4.3 miles of trails within the Environmental Enhancement Areas at Floyd Lamb Park. Trail and amenities will be built with the North and South Environmental Enhancement Area Project.

27571 **FLOYD LAMB VISITOR CENTER**

Location: FLOYD LAMB PARK

Status PROJECT CLOSE OUT ***Project Start*** 3/31/2009 ***Construction Complete*** 12/4/2009 ***Project Cost*** 78,877

Description Create a visitor center at Floyd Lamb Park by rehabilitating the ranch house. This grant from the State Legislature will be used on the architectural restoration only. Other funding will be utilized for furnishings and displays when available.

Capital Project Listing Report

For: Ward 6

34916 **GILMORE STORM DRAIN - DECATUR TO THOM**

Location: GILMORE AVENUE BETWEEN DECATUR AND THOM

Status DESIGN 90 % *Project Start* 2010Q4 *Construction Complete* 2011Q3 *Project Cost* 821,000

Description Design and install local storm drain system to alleviate neighborhood flooding problems. Located along Gilmore Avenue from Thom to Decatur with collection facilities at Thom.

23160 **GOWAN OUTFALL - LONE MOUNTAIN BRANCH (RANCHO TO DECATUR)**

Location: LONE MOUNTAIN ROAD FROM RANCHO DRIVE TO DECATUR BOULEVARD

Status DESIGN 100 % *Project Start* 2010Q3 *Construction Complete* 2011Q4 *Project Cost* 18,442,154

Description Design / construction of a storm drain that extends along Lone Mountain Road from Rancho Drive to Decatur Boulevard with appurtenant facilities in Rancho Drive from Lone Mountain Road to Rainbow Boulevard

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22726 **GRAND TETON STORM DRAIN**

Location: GRAND TETON DRIVE BETWEEN TEE PEE LANE AND US95 TO OSO BLANCA

Status CONSTRUCTION 100 % *Project Start* 9/8/2009 *Construction Complete* 4/15/2010 *Project Cost* 4,600,000

Description Proposed 10' X 5' RCB and other appurtenances along Grand Teton Parkway between Tee Pee and US 95.

12836 **HORSE DRIVE/US95 INTERCHANGE**

Location: HORSE DRIVE / US95

Status CONSTRUCTION 65 % *Project Start* 6/8/2009 *Construction Complete* 2010Q4 *Project Cost* 63,484,929

Description Overpass and full interchange construction at the intersection of Horse Drive and US-95. Improvements include roadway, bridge and utility construction consisting of retaining walls, signage, traffic signals, lighting and other related items of work.

11553 **JONES BOULEVARD ROADWAY IMPROVEMENTS**

Location: JONES BOULEVARD BETWEEN ELKHORN ROAD AND HORSE DRIVE (GRAND TETON: MAVERICK TO DECATUR, FARM: MAVERICK TO LEON)

Status PROJECT CLOSE OUT *Project Start* 12/8/2008 *Construction Complete* 10/23/2009 *Project Cost* 17,192,826

Description Jones Boulevard Improvements from Elkhorn Road to Horse Drive and Grand Teton Drive from Maverick Street to Thom Boulevard. Design & construction of travel lanes, parking lanes, curb, gutter, sidewalks, sewer extensions, traffic improvements, regional drainage facilities and nominal drainage facilities

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28737 **LAS VEGAS WASH - GRAND TETON, BUFFALO DRIVE TO DURANGO DRIVE**

Location: GRAND TETON - BUFFALO DRIVE TO DURANGO DRIVE

Status DESIGN 30 % *Project Start* 2013Q4 *Construction Complete* 2014Q4 *Project Cost* 6,004,039

Description DESIGN OF REINFORCED CONCRETE BOX AND CHANNEL SYSTEM NEEDED FOR THE LAS VEGAS WASH SYSTEM WITHIN GRAND TETON. THE BUFFALO TO DURANGO FACILITY WILL INCLUDE APPROXIMATELY 5400 LF OF RCB.

27037 **LAS VEGAS WASH MIDDLE BRANCH STORM DRAIN - DECATUR BLVD, WHISPERING SANDS TO ELKHORN ROAD**

Location: DECATUR BLVD, WHISPERING SANDS TO ELKHORN ROAD

Status PROJECT CLOSE OUT *Project Start* 4/13/2009 *Construction Complete* 10/8/2009 *Project Cost* 3,157,720

Description Install 4500 linear feet of 66" to 96" RCP and 200 linear feet of 7' x 6' RCB in Decatur Boulevard from Whispering Sands to Elkhorn.

12828 **NORTH & SOUTH ENVIRONMENTAL ENHANCEMENT AREAS AT FLOYD LAMB PARK**

Location: FLOYD LAMB PARK, BRENT LANE, RACEL DRIVE AND EL CAPITAN

Status CONSTRUCTION 0 % *Project Start* 6/14/2010 *Construction Complete* 2011Q4 *Project Cost* 28,184,681

Description Design of two detention basins (BRDB 0000 & TSDB 0000: MPU Facilities) with appurtenant inlet and outfall facilities. In addition, the design of the Racel Street Collector (from El Capitan Way to Durango Drive) as well as El Capitan Storm Drain (from Racel Street to Horse Drive). The widening of El Capitan Way at Racel Street will also be designed with this project.

36802 **RANCHO ROAD SYSTEM FORT APACHE - ECHELON POINT DRIVE TO ELKHORN ROAD**

Location: FORT APACHE BETWEEN ECHELON POINT DRIVE AND ELKHORN ROAD
RFCD FACILITY ID RCHB 0227 AND RCHB 0250

Status PRE DESIGN *Project Start* *Construction Complete* *Project Cost* 887,076

Description The proposed improvements include design of a 11' X 8' RCB and associated collection facilities in Fort Apache between Echelon Point Drive and Elkhorn Road.

29333 **RAPTOR PLAY PARK AT THE THUNDERBIRD FAMILY SPORTS COMPLEX (AKA TROPICAL DURANGO PARK PHASE I)**

Location: N.W. CORNER TROPICAL & DURANGO

Status BIDDING *Project Start* 2010Q3 *Construction Complete* 2011Q1 *Project Cost* 1,986,345

Description Improvements to the Tropical Durango Park that include a turf area, totlot, small two-fixture restroom, parking, shade structures and landscaping.

Capital Project Listing Report

For: Ward 6

26731 **REGIONAL PUBLIC SAFETY COMPLEX BUILDING ONE**

Location: SHAUMBER RD & DEER SPRINGS WAY, NORTH OF CC-215, BLM LEASE #N76692

Status DESIGN 5 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 241,638

Description Homeland Security project at the Regional Public Safety Complex.

26836 **REGIONAL PUBLIC SAFETY COMPLEX, BLM LEASE #N76692**

Location: DEER SPRINGS AND SHAUMBER

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 814,202

Description This project is in the master planning phase under the direction of the Emergency Management Officer and includes Homeland Security facilities. Inter-agency development will include: 1) Combined emergency dispatch; 2) Intelligence fusion /Critical infrastructure protection; 3) Las Vegas emergency operations center management and additional phases

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37875 **SEWER REHAB GROUP D: DECATUR - GOWAN TO CHEYENNE, LOS PRADOS, NORTHWEST INTERCEPTOR**

Location: BRADLEY RD FROM LONE MOUNTAIN RD TO HICKAM AVE, HICKAM AVE TO THOM BLVD, THOM BLVD TO ALEXANDER RD, ALEXANDER RD TO DECATUR BLVD, AND DECATUR BLVD TO GOWAN RD

Status DESIGN 0 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 5,005,710

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

24458 **SHEEP MOUNTAIN PARKWAY EIS STUDY**

Location: SHEEP MOUNTAIN PARKWAY / BELTWAY TO US95

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description A ten-lane roadway with transit and full offsites.

28185 **SID 1511 - FARM ROAD (IMPROVEMENTS AT 8311 FARM ROAD)**

Location: FARM ROAD EAST OF TULE SPRINGS ROAD

Status PROJECT CLOSE OUT ***Project Start*** 6/22/2009 ***Construction Complete*** 8/4/2009 ***Project Cost*** 82,157

Description This project involves constructing half-street improvements including pavement, curb, gutter, sidewalk and streetlights along the frontage of the parcel 125-16-301-003 in order to complete offsite improvements along the Farm Road corridor.

30776 **TETON TRAILS PARK PHASE 3**

Location: BRADLEY AND GRAND TETON

Status PROJECT CLOSE OUT ***Project Start*** 9/9/2009 ***Construction Complete*** 1/20/2010 ***Project Cost*** 140,000

Description Addition of a small restroom facility to serve sports fields located at Teton Trails Park near the east edge of the park site. Prefab building by vendor, site work by in-house construction.

26172 **TRAFFIC PACKAGE 6A NSTI TIP AZURE/JONES**

Location: AZURE/JONES

Status PROJECT CLOSE OUT ***Project Start*** 10/1/2008 ***Construction Complete*** 5/10/2009 ***Project Cost*** 300,000

Description Intersection improvements at Jones/Azure
This is part of package 6A

26182 **TRAFFIC PACKAGE 7 DURANGO WORM ISLANDS**

Location: DURANGO DRIVE BETWEEN ELKHORN ROAD AND CC 215

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q2 ***Project Cost*** 126,064

Description Design package for two worm islands on DURANGO DRIVE between ELKHORN ROAD AND CC 215
Part of Design Package 7

36489 **TS @ CENTENNIAL PARKWAY AND GRAND MONTECITO PARKWAY**

Location: CENTENNIAL PARKWAY & GRAND MONTECITO PARKWAY

Status DESIGN 25 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 90,000

Description Design and construction of a traffic signal at the intersection of Centennial Parkway and Grand Montecito Parkway in anticipation of increased traffic volumes due to the opening of Grand Montecito Parkway north to Elkhorn.

Capital Project Listing Report

For: Ward 6

30329 **TS @ DEER SPRINGS AND BUFFALO**

Location:

Status PLACED ON HOLD ***Project Start*** ***Construction Complete*** ***Project Cost*** 300,000

Description Traffic signal near Deer Springs and Buffalo Drive near at the driveway for Centennial Park.

26189 **TS @ SKYPOINTE AND CIMARRON**

Location: SKYPOINTE AND CIMARRON

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 200,000

Description TS Sky Point and Cimarron

26179 **TS GREENMOOR / PAVILION CENTER**

Location: PAVILION CENTER DRIVE / GREENMOOR LANE

Status DESIGN 99 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q2 ***Project Cost*** 516,872

Description Design package for Traffic Signals at PAVILION CENTER DRIVE / GREENMOOR
Part of Design Package 7B

28200 **VIPER LACROSSE FIELDS AT THE THUNDERBIRD FAMILY SPORTS COMPLEX (AKA DURANGO RILEY PARK PHASE 2)**

Location: 6105 NORTH DURANGO DRIVE

Status PROJECT CLOSE OUT ***Project Start*** 4/27/2009 ***Construction Complete*** 8/24/2009 ***Project Cost*** 873,466

Description Addition of a totlot to the Durango Riley Park

Capital Project Listing Report

For: City Wide Project

36800 **ANGEL PARK NORTH DETENTION BASIN**

WARD 2 WARD 4

Location: ANGEL PARK NORTH DETENTION BASIN EXPANSION CCRFCD FACILITY ID APNO 0001

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 5,235,000

Description The proposed project includes increasing the Angel Park Detention Basin capacity from 1400 ac-ft to 1512 ac-ft. The Angel Park Detention Basin is south of Vegas Drive and west of Durango Boulevard.

28330 **ANNUAL MAINTENANCE 2008-2009**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: VARIOUS LOCATIONS

Status PROJECT CLOSE OUT ***Project Start*** 7/1/2008 ***Construction Complete*** 6/30/2009 ***Project Cost*** 1,850,000

Description City maintenance and design of Regional Flood Control Facilities within the City of Las Vegas

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33921 **ANNUAL MAINTENANCE 2009-2010**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: VARIOUS LOCATIONS

Status CONSTRUCTION 75 % ***Project Start*** 7/1/2009 ***Construction Complete*** 6/30/2010 ***Project Cost*** 2,050,000

Description City maintenance and design of Regional Flood Control facilities within the City of Las Vegas.

37667 **ANNUAL MAINTENANCE 2010-2011**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: VARIOUS LOCATIONS

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 2,050,000

Description City maintenance and design of Regional Flood Control facilities within the City of Las Vegas.

13513 **BONANZA TRAIL PHASE II**

WARD 1 WARD 5

Location: ALTA ALONG UPLAND TO RAINBOW, NORTH PAST US 95 EAST TO DECATUR, NORTH TO BONANZA, EAST TO VALLEY VIEW AND END AT ALTA.

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q3 ***Project Cost*** 9,190,000

Description Bonanza Trail Phase II connects the end of Phase I at Westcliff and Tenaya to downtown. This phase includes approximately 8000 feet of shared use path between Jones Boulevard and Valley View Boulevard and designated bike lanes on the east side of Valley View that connect to the downtown system. Includes proposed grade separated crossings at Decatur north of US 95 and at Rainbow Boulevard.

25413 **BOULDER HIGHWAY BRT (RAPID TRANSIT ROUTE)**

WARD 3 WARD 5 CLARK COUNTY

Location: BOULDER HIGHWAY AND FREMONT STREET FROM 8TH STREET TO LAKE MEAD PARKWAY IN HENDERSON

Status CONSTRUCTION 30 % ***Project Start*** 3/15/2010 ***Construction Complete*** 2011Q3 ***Project Cost*** 1,520,000

Description Boulder Highway BRT Project - This project will provide for an RTC Bus Rapid Transit route along Boulder Highway and Fremont Street from 8th Street to Lake Mead Parkway in Henderson.
Improvements will include roadway repairs, new sidewalks, curb and gutter, median improvements and an asphalt overlay. Signing and striping will be provided to allow for dedicated and non-dedicated lanes for the BRT bus travel. Project is being managed by Clark County Regional Transportation Commission.

36803 **BOULDER HIGHWAY SAHARA AVENUE SYSTEM - ALTERNATIVES ANALYSIS**

CLARK COUNTY WARD 3

Location: SAHARA AVENUE FROM RANCHO DRIVE TO BOULDER HIGHWAY

Status DESIGN 15 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 304,340

Description Design Alternatives Analysis/Feasbility Study for improvements to the Sahara Avenue System from Boulder Highway to Rancho Drive. Study required prior to design of any of the segments along this corridor.

First segment would be MPU Facility BSHA 0000 identified as a 14' X 10' RCB and associated collection facilities in Sahara Avenue between Mojave Road to Boulder Highway.

11551 **DOWNTOWN AERIAL UTILITY UNDERGROUNDING MASTER PLAN (PROJECT CLEAR SKIES)**

WARD 3 WARD 5

Location: DOWNTOWN AERIAL UTILITY UNDERGROUNDING MASTER PLAN

Status DESIGN 60 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 700,000

Description Master plan study for utilizing underground utilities for redevelopment of the downtown area.

Capital Project Listing Report

For: City Wide Project

16526 **DOWNTOWN CONNECTOR BUS RAPID TRANSIT PROJECT PHASE 2 (CASINO CENTER & 3RD) - AKA CASINO CENTER BUS RAPID TRANSIT; CASINO CENTER/3RD STREET REALIGNMENT**

CLARK COUNTY WARD 3 WARD 5

Location: CASINO CENTER FROM OGDEN TO CHARLESTON AND THIRD STREET FROM CHARLESTON TO IMPERIAL

Status CONSTRUCTION 100 % ***Project Start*** 7/21/2008 ***Construction Complete*** 3/4/2010 ***Project Cost*** 26,190,054

Description The ACE Downtown Connector Project Phase 2 includes the construction of a dedicated state of the art, rapid transit lane in the center of Casino Center Boulevard and Third Street seamlessly linking downtown Las Vegas to the Las Vegas Convention Center. Transit station platform boarding areas with amenities such as station canopies, lighting, ticket vending machines and displays announcing vehicle arrival times are being constructed. Third Street will be realigned near Charleston Boulevard with connections to Casino Center Boulevard.

37874 **DOWNTOWN INTERCEPTOR SEWER REHAB**

WARD 3 WARD 1

Location: OAKEY BOULEVARD/ST. LOUIS AVENUE FROM WESTWOOD DRIVE TO SANDHILL ROAD

Status DESIGN 0 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 705,826

Description Downtown Interceptor Sewer Rehabilitation. Design for the rehabilitation of approximately 2,500 feet of 42-inch diameter sewer, 1,200 feet of 45-inch diameter sewer, 850 feet of 48-inch diameter sewer, 1,600 feet of 51-inch diameter sewer, and 800 feet of 54-inch diameter unlined reinforced concrete sewer in Oakey Boulevard/St. Louis Avenue from Westwood Drive to Sandhill Road. Recent assessment televising of aging sewer and manholes has revealed structural defects which indicate potential for failure.

34430 **ENERGY AUDIT**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: CITY WIDE FACILITIES

Status DESIGN 50 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q4 ***Project Cost*** 3,500,000

Description Comprehensive energy audit of 18 existing City Facilities for recommended energy savings.

26782 **FIRE STATION 42 EMERGENCY POWER BACKUP SYSTEM**

WARD 2 WARD 4

Location: 7331 W CHEYENNE

Status PROJECT CLOSE OUT ***Project Start*** 8/17/2009 ***Construction Complete*** 12/31/2009 ***Project Cost*** 450,000

Description New generators to power all systems in fire stations built before 1998

38012 **GENERAL ENGINEERING SERVICES**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: VARIOUS LOCATIONS

Status ***Project Start*** ***Construction Complete*** ***Project Cost*** 500,000

Description Blanket services agreement for various projects related to the City's Capital Improvement Program. Services will include general engineering design services.

38036 **GENERAL ENGINEERING SERVICES**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: VARIOUS LOCATIONS

Status ***Project Start*** ***Construction Complete*** ***Project Cost*** 500,000

Description Blanket services agreement for various projects related to the City's Capital Improvement Program. Services will include general engineering design services.

26122 **I-215 BELTWAY TRAIL SEGMENTS**

WARD 2 WARD 4

Location: CC215 FROM CHARLESTON TO ALEXANDER

Status DESIGN 90 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q4 ***Project Cost*** 4,601,445

Description I-215 Beltway Trail Segments to be constructed within the beltway right-of-way from Charleston to Alexander including pedestrian bridge at Far Hills.

Capital Project Listing Report

For: City Wide Project

26049 **ITS COMMUNICATION INFRASTRUCTURE PHASE IB**

WARD 1 WARD 3 WARD 5

Location: CHARLESTON: JONES TO NELLIS

Status PLACED ON HOLD ***Project Start*** ***Construction Complete*** ***Project Cost*** 700,000

Description ON HOLD

Design and construction of Intelligent Transportation System (ITS) improvements for new and upgrade of existing traffic signal interconnect communications infrastructure. Improvements include fiber optic communications to additional signals, upgrading existing signal controllers, upgrading existing hub equipment as needed, installing digital converters, and any other required equipment for the fiber conversions at signalized intersections. Other services include installation of new permanent count stations/system detectors and addition of close circuit television (CCTV) cameras with associated circuitry.

26050 **ITS COMMUNICATION INFRASTRUCTURE PHASE III**

WARD 1 WARD 4 WARD 5 WARD 6

Location: CHEYENNE AVENUE: I215 TO DECATUR

Status PLACED ON HOLD ***Project Start*** ***Construction Complete*** ***Project Cost*** 700,000

Description THIS PHASE IS ON HOLD.

Design and construction of Intelligent Transportation System (ITS) improvements for new and upgrade of existing traffic signal interconnect communications infrastructure. Improvements include fiber optic communications to additional signals, upgrading existing signal controllers, upgrading existing hub equipment as needed, installing digital converters, and any other required equipment for the fiber conversions at signalized intersections. Other services include installation of new permanent count stations/system detectors and addition of close circuit television (CCTV) cameras with associated circuitry.

12839 **ITS COMMUNICATIONS INFRASTRUCTURE PH 1A**

WARD 1 WARD 2

Location: CHARLESTON BOULEVARD BETWEEN I215 & DECATUR BOULEVARD;
RAINBOW BOULEVARD BETWEEN SAHARA AVENUE & CHARLESTON BOULEVARD

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q2 ***Project Cost*** 3,274,155

Description Design and construction of Intelligent Transportation System (ITS) improvements for new and upgrade of existing traffic signal interconnect communications infrastructure on Charleston Boulevard from Desert Foothills to Montclair, on Rainbow Boulevard from Charleston Boulevard to Sahara Avenue and on Montclair from Charleston Boulevard to the Hub at Del Rey. Improvements include fiber optic communications to additional signals, upgrading existing signal controllers, upgrading existing hub equipment as needed, installing digital converters, and any other required equipment for the fiber conversions at signalized intersections. Other services include installation of new permanent count stations/system detectors and addition of close circuit television (CCTV) cameras with associated circuitry.

29201 **ITS COMMUNICATIONS INFRASTRUCTURE PHASE II**

WARD 1 WARD 5 WARD 6

Location: RANCHO DRIVE FROM SAHARA AVENUE TO RAINBOW BLVD

Status DESIGN 70 % ***Project Start*** FUNDING ***Construction Complete*** FUNDING ***Project Cost*** 4,500,000

Description Design and construction of Intelligent Transportation System (ITS) improvements for new and upgrade of existing traffic signal interconnect communications infrastructure on Rancho Drive from Sahara Avenue to Rainbow Boulevard. Improvements include fiber optic communications to additional signals, upgrading existing signal controllers, upgrading existing hub equipment as needed, installing digital converters, and any other required equipment for the fiber conversions at signalized intersections. Other services include installation of new permanent count stations/system detectors, arterial Dynamic Message Signs (DMS) with connectivity into the communications infrastructure, and addition of close circuit television (CCTV) cameras with associated circuitry.

38067 **JONES BOULEVARD CORRIDOR IMPROVEMENTS - US95 TO SAHARA**

CLARK COUNTY WARD 1

Location: JONES BOULEVARD - US95 TO SAHARA

Status DESIGN 5 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 8,000,000

Description Jones Boulevard Corridor Improvements to include an additional travel lane southbound, bus turnouts and exclusive right turn lanes from US95 to just south of Sahara Avenue.

33568 **LARGE DIAMETER PIPELINE ASSESSMENT PROGRAM: 5 YEAR CYCLE - YEAR 2**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: CITY WIDE

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 999,276

Description The Large Diameter Pipeline Assessment Program: 5 Year Cycle - Year 2 includes the inspection, evaluation, prioritization, and recommendations for rehabilitation of approximately 20% of the complete 5 year program. Year 2 includes assessment of approximately 161,252 feet of sewer pipeline and 447 manholes.

Capital Project Listing Report

For: City Wide Project

28735 **LAS VEGAS WASH - GRAND TETON, MOUNTAIN SPA TO BUFFALO DRIVE**

WARD 6 CLARK COUNTY

Location: GRAND TETON - MOUNTAIN SPA TO BUFFALO DRIVE

Status DESIGN 30 % ***Project Start*** 2012Q4 ***Construction Complete*** 2014Q1 ***Project Cost*** 7,750,269

Description DESIGN OF REINFORCED CONCRETE BOX AND CHANNEL SYSTEM NEEDED FOR THE LAS VEGAS WASH SYSTEM WITHIN GRAND TETON. THE MOUNTAIN SPA TO BUFFALO FACILITY WILL INCLUDE APPROXIMATELY 4000 LF OF RCB.

12833 **LAS VEGAS WASH MIDDLE BRANCH - ELKHORN STORM DRAIN (RAINBOW TO TORREY PINES)**

CLARK COUNTY

Location: ELKHORN ROAD BETWEEN TORREY PINES DRIVE AND RAINBOW BOULEVARD

Status PROJECT CLOSE OUT ***Project Start*** 5/12/2008 ***Construction Complete*** 1/21/2009 ***Project Cost*** 8,500,886

Description Storm drain improvements (Dual 13'x9' RCBs) on Elkhorn Road between Torrey Pines Drive and Rainbow Boulevard; a 60-inch RCP bleeder in Torrey Pines Drive from Elkhorn Road to Dorrell Lane.

23161 **LAS VEGAS WASH MIDDLE BRANCH - RAINBOW STORM DRAIN (ELKHORN TO GRAND TETON)**

WARD 6 CLARK COUNTY

Location: RAINBOW BOULEVARD FROM ELKHORN ROAD TO GRAND TETON DRIVE

Status CONSTRUCTION 5 % ***Project Start*** 3/8/2010 ***Construction Complete*** 2011Q1 ***Project Cost*** 9,607,056

Description Design / construction of a 24' x 8' RCB storm drain in Rainbow Boulevard between Elkhorn Road and Whispering Sands Drive and a concrete channel between Whispering Sands Drive and Grand Teton Drive. In addition, storm drain laterals and appurtenances on Farm Road, Donald Nelson Drive, Whispering Sands Drive, and on Rainbow Boulevard (between Whispering Sands Drive and Grand Teton Drive).

16529 **LAS VEGAS WASH MIDDLE BRANCH-DECATUR BOULEVARD/ELKHORN ROAD**

CLARK COUNTY NORTH LAS VEGAS WARD 6

Location: DECATUR BLVD BETWEEN CENTENNIAL PKWY AND ELKHORN ROAD; ELKHORN ROAD BETWEEN DECATUR BLVD AND TORREY PINES

Status BIDDING ***Project Start*** 2010Q4 ***Construction Complete*** 2012Q2 ***Project Cost*** 44,520,713

Description Design associated with the Las Vegas Wash Middle Branch - Decatur Boulevard from Centennial Parkway to Elkhorn Road - LVMD 2324 and LVDE 0000 and Elkhorn Road from Torrey Pines to Decatur Boulevard. The basic improvements shall consist of flood water facilities including pipes, boxes, dikes, energy dissipators, channel structures, channel access and other appurtenances.

The portion on Decatur Blvd from Elkhorn Road to Whispering Sands has an expedited design schedule and will be constructed separately under project #27037 due to proposed paving of Decatur Blvd by City of North Las Vegas.

16731 **LONE MOUNTAIN TRAIL PEDESTRIAN BRIDGES**

WARD 1 WARD 4

Location: LONE MOUNTAIN TRAIL @ CHEYENNE AVENUE AND LAKE MEAD BOULEVARD

Status CONSTRUCTION 0 % ***Project Start*** 6/7/2010 ***Construction Complete*** 2011Q2 ***Project Cost*** 3,796,238

Description Design and construction of two bridges to accommodate pedestrian and bicycle traffic along the Lone Mountain Trail. The bridges will cross Cheyenne Avenue and Lake Mead Boulevard.

25851 **LONE MOUNTAIN TRAIL PHASE II B**

WARD 4 WARD 1

Location: BUFFALO CHANNEL FROM VEGAS TO LAKE MEAD

Status CONSTRUCTION 0 % ***Project Start*** 6/7/2010 ***Construction Complete*** 2011Q1 ***Project Cost*** 2,610,317

Description Lone Mountain Trail Phase 2B includes reconstruction of a portion of the Design and construction of a 10' concrete trail within the Buffalo Channel from Vegas to Lake Mead. This trail will be bid with the Pedestrain Bridge Crossings project.

32174 **MARTIN L. KING/INDUSTRIAL ROAD, WYOMING AVENUE TO PALOMINO LANE**

WARD 1 WARD 3

Location: MARTIN L KING/INDUSTRIAL CONNECTOR OVER INTERSTATE 15

Status CONCEPTUAL - PRE FUNDING ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Right of way and corridor study for connector between Martin L. King Boulevard and Industrial Road, from Wyoming Avenue to Palomino Lane under RTC Proj 021E.

Capital Project Listing Report

For: City Wide Project

32480 **MLK/INDUSTRIAL CONNECTOR ALTERNATIVES STUDY**

WARD 1 WARD 3

Location: MARTIN L KING/INDUSTRIAL CONNECTOR OVER INTERSTATE 15

Status CONCEPTUAL - PRE FUNDING ***Project Start*** ***Construction Complete*** ***Project Cost*** 112,640

Description A transportation study that will develop traffic volumes, identify and compare roadway alternatives, and develop cost estimates for an alternative alignment to the Martin L King/Industrial Connector over Interstate 15.

28086 **MULTI-USE TRANSPORTATION TRAILS - LV 14 AKA ANGEL PARK TRAILHEADS**

WARD 2 WARD 4

Location: DURANGO DRIVE/SUMMERLIN PARKWAY AND VEGAS DRIVE/DURANGO DRIVE

Status CONSTRUCTION 99 % ***Project Start*** 1/12/2009 ***Construction Complete*** 3/31/2010 ***Project Cost*** 6,256,532

Description Angel Park Trailhead and Rampart Trail Phases 1 and 2 consist of approximately 3 miles of multi-use trail and trailhead. The trails will include a pedestrian bridge, landscaping, trail lighting, trash cans, dog waste stations and signage. The trailhead will include the same amenities as the trails, but will also include play ground equipment, shade structures and a parking lot.

24037 **PEDESTRIAN BRIDGE CROSSINGS (AKA TRAIL BRIDGE PACKAGE)**

WARD 1 WARD 4 WARD 5

Location: CULTURAL CORRIDOR / LAS VEGAS BLVD., LONE MOUNTAIN ROAD / CHEYENNE AVENUE, LONE MOUNTAIN ROAD / LAKE MEAD BOULEVARD

Status CONSTRUCTION 0 % ***Project Start*** 6/7/2010 ***Construction Complete*** 2011Q2 ***Project Cost*** 0

Description This project includes design and construction of trail bridges and a trail. The Trail Bridge Package consists of two pedestrian bridges at Lone Mountain (one over Cheyenne and one over Lake Mead) and the Cultural Corridor Trail Pedestrian Bridge (over Las Vegas Blvd.). The trail is Phase IIB of the Lone Mountain Trail between Vegas Drive and Lake Mead.

38066 **RANCHO MEDIAN ISLAND LANDSCAPING**

WARD 1 WARD 5

Location: RANCHO FROM US95 TO CHARLESTON

Status DESIGN 0 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 100,000

Description Project includes demolition of existing concrete and ashpalt within the median islands and installation of decomposed granite and landscaping.

38561 **RANCHO MEDIAN ISLANDS - CHARLESTON TO US 95**

WARD 1 WARD 5

Location:

Status DESIGN 0 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 100,000

Description Median Island Landscape improvements in Rancho drive between Charleston and US95.

33695 **SID 1518 - OAKEY BOULEVARD (CIMARRON ROAD TO RAINBOW BOULEVARD)**

WARD 2 WARD 1

Location: OAKEY BOULEVARD BETWEEN CIMARRON ROAD AND RAINBOW BOULEVARD

Status DESIGN 0 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 1,125,000

Description Offsite improvements including pavement, new curb, gutter, sidewalk, streetlights, and residential driveways.

37887 **SID 1519 SIDEWALK INFILL**

WARD 1 WARD 3

Location: OAKEY BOULEVARD (FROM RANCHO DRIVE TO APPROX 300 FEET WEST) AND 11TH STREET (CHARLESTON TO BONNEVILLE)

Status DESIGN 25 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Installation of sidewalk and residential driveways through a Special Improvement District.

37595 **SOLAR COVERED PARKING - BID LOT A**

WARD 6 WARD 4

Location: DURANGO HILLS CC AND CENTENNIAL HILLS CC

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 1,253,493

Description Construction of photovoltaic panels on carport stalls at Durango Hills CC and Centennial Hills CC to reduce energy consumption and cost and promote sustainability.

Capital Project Listing Report

For: City Wide Project

34414 **SOLAR COVERED PARKING - BID LOT B**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: NATURAL HISTORY MUSEUM, STUPAK CC, AND FIRE STATION #10.

Status CONSTRUCTION 1 % ***Project Start*** 6/14/2010 ***Construction Complete*** 12/1/2010 ***Project Cost*** 1,411,548

Description Construction of photovoltaic panels on carports at Natural History Museum, Stupak CC, and Fire Station #10 to reduce energy consumption and cost and promote sustainability.

37594 **SOLAR COVERED PARKING - BID LOT C1**

WARD 3 WARD 2

Location: EAST L.V. COMMUNITY CENTER AND ALL AMERICAN PARK

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 2,711,043

Description Construction of photovoltaic panels on carport stalls at East LV CC, and All American Park to reduce energy consumption and cost and promote sustainability.

37597 **SOLAR COVERED PARKING - BID LOT C2**

WARD 1 WARD 2 WARD 5

Location: MIRABELLI CC, VETERANS CC, AND ED FOUNTAIN PARK

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 4,362,933

Description Construction of photovoltaic panels on carport stalls at Mirabelli CC, Veterans Memorial CC, and Ed Fountain Park to reduce energy consumption and cost and promote sustainability.

37825 **SOLAR COVERED PARKING PHASE II**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: CITY WIDE

Status DESIGN 10 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 11,020,800

Description Construction of photovoltaic panels on carport stalls at various locations to reduce energy consumption and cost and promote sustainability.

31543 **STORM DRAIN CONDITION ASSESSMENT PROGRAM: 5-YEAR PROGRAM - YEAR ONE**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: CITY WIDE

Status PROJECT CLOSE OUT ***Project Start*** 7/1/2008 ***Construction Complete*** 6/30/2009 ***Project Cost*** 599,138

Description Year One includes inspection, evaluation, prioritization, and recommendations for rehabilitation of approximately 22 miles of CCRFCD facilities maintained by the City of Las Vegas. Being part of the 5 year program, this contract is intended to be renewable or an additional 4 years.

37666 **STORM DRAIN CONDITION ASSESSMENT PROGRAM: 5-YEAR PROGRAM - YEAR THREE**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: CITY WIDE

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 0

Description Year Three includes inspection, evaluation, prioritization, and recommendations for rehabilitation of approximately 25 miles of CCRFCD facilities maintained by the City of Las Vegas. Being part of the 5 year program, this contract is intended to be renewable or an additional 2 years.

34853 **STORM DRAIN CONDITION ASSESSMENT PROGRAM: 5-YEAR PROGRAM - YEAR TWO**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: CITY WIDE

Status DESIGN 80 % ***Project Start*** 7/16/2009 ***Construction Complete*** 2010Q2 ***Project Cost*** 947,130

Description Year Two includes inspection, evaluation, prioritization, and recommendations for rehabilitation of approximately 29 miles of CCRFCD facilities maintained by the City of Las Vegas. Being part of the 5 year program, this contract is intended to be renewable or an additional 3 years.

36419 **STREET LIGHT UPGRADE PHASE I**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: CITY WIDE

Status DESIGN 25 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 5,841,921

Description Replacement of approximately 18,000 HPS and Mercury Vapor Lights with Induction Lighting.

Capital Project Listing Report

For: City Wide Project

12970 **SUMMERLIN PARKWAY WIDENING**

WARD 2 WARD 4 WARD 1

Location: SUMMERLIN PARKWAY BETWEEN US95 & I215

Status PRE DESIGN ***Project Start*** FUNDING ***Construction Complete*** FUNDING ***Project Cost*** 55,275,950

Description To widen the existing mainline from 4 to 6 through lanes and accomodate future widening from 6 to 8. Due to funding shortfalls, this project is now limited to the EA study.

38198 **TRAFFIC AND GENERAL ENGINEERING SERVICES**

WARD 1 WARD 2 WARD 3 WARD 4 WARD 5 WARD 6

Location: VARIOUS LOCATIONS

Status ***Project Start*** ***Construction Complete*** ***Project Cost*** 500,000

Description Blanket services agreement for various projects related to the City's Capital Improvement Program. Services will include traffic and general engineering design services.

16904 **TRAFFIC PACKAGE 6A**

WARD 2 WARD 4

Location: VEGAS DRIVE / RAMPART BOULEVARD; AND JONES/AZURE INTERSECTIONS

Status PROJECT CLOSE OUT ***Project Start*** 10/1/2008 ***Construction Complete*** 5/10/2009 ***Project Cost*** 1,840,000

Description Intersection improvements at: Vegas/Rampart - dual left turn southbound and exclusive right northbound; traffic signal at Jones and Azure.

25814 **TRAFFIC PACKAGE 6B DESIGN PACKAGE FOR 2 INTERSECTIONS**

WARD 1 WARD 2 WARD 5

Location: CHARLESTON/DURANGO; CHARLESTON/RANCHO DRIVE

Status DESIGN 90 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q3 ***Project Cost*** 2,600,000

Description Intersection improvements at Charleston/Durango and Charleston/Rancho.

26175 **TRAFFIC PACKAGE 6B NSTI TIP CHARLESTON/RANCHO**

WARD 1 WARD 5

Location: CHARLESTON / RANCHO

Status DESIGN 90 % ***Project Start*** 2010Q4 ***Construction Complete*** 2011Q3 ***Project Cost*** 0

Description Intersection improvements at Charleston / Rancho.
This is part of package 6B

26020 **TRAFFIC PACKAGE 7 - 5 INTERSECTIONS (AKA 7B)**

WARD 1 WARD 2 WARD 4 WARD 5 WARD 6

Location: WASHINGTON/COMSTOCK, PAVILION CENTER DRIVE / GREENMOOR LANE, RAMPART BOULEVARD / HILLPOINTE ROAD, RANCHO DRIVE / PALOMINO LANE, VEGAS DRIVE / PUEBLO VISTA DRIVE, DURANGO / RACEL (I-215).

Status CONSTRUCTION 0 % ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q2 ***Project Cost*** 0

Description Traffic Package 7 includes improvements at the following locations:Washington / Comstock; Rampart Boulevard / Hillpointe Road; Rancho Drive / Palomino Lane; Vegas Drive / Pueblo Vista Drive and Worm Islands at various locations on Durango Drive.

26181 **TRAFFIC PACKAGE 7 HILLPOINTE / RAMPART**

WARD 4 WARD 2

Location: HILLPOINTE AND RAMPART

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q2 ***Project Cost*** 303,261

Description Design package for Traffic Signals at HILLPOINTE and RAMPART
Part of Design Package 7B

26180 **TRAFFIC PACKAGE 7 PALOMINO / RANCHO**

WARD 1 WARD 5

Location: PALOMINO AND RANCHO

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2011Q2 ***Project Cost*** 583,118

Description Design package for Traffic Signals at PALOMINO / RANCHO
Part of Design Package 7B

Capital Project Listing Report

For: City Wide Project

21676 **TRAFFIC PACKAGE 7A**

CLARK COUNTY WARD 2 WARD 5

Location: BONANZA AT TONAPAH
SAHARA AT DURANGO

Status BIDDING ***Project Start*** 2010Q2 ***Construction Complete*** 2010Q4 ***Project Cost*** 570,399

Description Traffic signal designs, dual left turn lanes, and design of worm median islands at miscellaneous locations; Package 7 was split into 7A and 7B.

Traffic Package 7A includes improvements at the intersections of Bonanza/Tonopah and Sahara/Durango.

34461 **TS @ ANN AND CIMARRON**

WARD 4 WARD 6

Location: INTERSECTION OF ANN ROAD AND CIMARRON

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 85,000

Description TRAFFIC SIGNAL DESIGN AND INSTALLATION

26185 **TS @ LONE MOUNTAIN AND BUFFALO**

WARD 4 CLARK COUNTY

Location: LONE MOUNTAIN AND BUFFALO

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 99,000

Description Traffic signal at Lone Mountain and Buffalo. Half of signal is located in Clark County jurisdiction. This signal will be designed and shelved until it meets warrants.

26188 **TS @ OAKEY AND TENAYA**

WARD 2 WARD 1

Location: OAKEY AND TENAYA

Status DESIGN SHELVED ***Project Start*** ***Construction Complete*** ***Project Cost*** 85,000

Description Traffic signal at Oakey and Tenaya

32910 **UNION PARK SWG MAIN PATCH**

WARD 5 WARD 3

Location: MAIN STREET NEAR BONNEVILLE

Status PLACED ON HOLD ***Project Start*** ***Construction Complete*** ***Project Cost*** 772,950

Description Paving for the new 12" gas main installed in Main Street. Funding is in lieu of the full lane width replacement, SWG has elected to provide funding to CLV. Work will be completed either by Field Operations or through upcoming Nevada Power Commerce Feed contract.

36471 **UPRR SYMPHONY PARK PEDESTRIAN BRIDGE**

WARD 3 WARD 5

Location: BONNEVILLE AND MAIN STREET

Status PRE DESIGN ***Project Start*** ***Construction Complete*** ***Project Cost*** 2,500,000

Description Pedestrian bridge across the Union Pacific railroad tracks to connect the parking garage at 500 South Main Street to the Symphony Park development.

33999 **VALLEY VIEW CORRIDOR IMPROVEMENT PROJECT - DESERT INN TO US95**

WARD 1 CLARK COUNTY

Location: VALLEY VIEW FROM DESERT INN TO US95

Status DESIGN 5 % ***Project Start*** ***Construction Complete*** ***Project Cost*** 17,300,000

Description Design of Valley View Corridor from Desert Inn to US95 to include an additional travel lane northbound, bus turnouts, exclusive right turn lanes and some sewer rehabilitation work. This Construction Manager at Risk (CMAR) project will also construct portions of the Valley View Trail along the Springs Preserve property.

26387 **VEGAS VALLEY DRIVE SEWER REHABILITATION**

CLARK COUNTY WARD 5

Location: VEGAS VALLEY FROM SLOAN LANE TO THE WATER POLLUTION CONTROL FACILITY

Status BIDDING ***Project Start*** 2010Q3 ***Construction Complete*** 2011Q2 ***Project Cost*** 5,958,778

Description Rehabilitation of approximately 1500 feet of 57-inch RCP sewer and approximately 1500 feet of 66-inch RCP from the junction structure at Sloan Lane to just outside of the CLV WPCF.

Total Cost Estimate **1,468,655,547**

APPENDIX A

TYPICAL PROJECT DELIVERY PROCESS

The City's project delivery process typically consists of the following phases: conceptual planning, pre-design, design, permitting, bidding, construction and closeout.

Conceptual Planning Phase: In this phase, the project needs are developed and a basic scope is determined. Conceptual funding may be earmarked through the funding agencies such as the City's General Fund, Community Development Block Grants, Regional Flood Control District, the Regional Transportation District, or Southern Nevada Public Land Management Act. A project budget and schedule are estimated and for Engineering Design (ED) projects, this information is placed in the 10 year capital improvement plan and for Office of Architectural Services (OAS) projects, the information is used in the City's 5 year capital improvement plan.

Pre-Design Phase: During this phase, a more detailed analysis of the scope begins to occur so that a better cost and schedule can be determined. Alternative alignments or sites may also be determined at this time. Utility and right of way research are started in this phase to define what the overall project needs are so that the project is as clearly defined as possible before the formal design process starts.

Design Phase: During this phase, any environmental clearances must be obtained as well as all utility conflicts defined and considered in the design as well as all right of way and construction easements must be obtained. Ideally, utility companies in conflict will move their facilities out of the way during this phase prior to construction. At the end of this phase, the project design and cost estimate are complete and the project is advertised for construction (after permitting of the OAS projects). During the design phase, the design of the project is developed with the project sponsor and other stakeholders.

Permitting Phase: OAS projects must go through the Building & Safety Department for permitting. During this process, the Building & Safety Department review the plans and issue a permit for the contractor.

Construction Phase: During this phase, projects are constructed based on final design plans.

Project Closeout: This phase is from substantial completion of construction to completing all paperwork, including all reconciliation of final financial information in the project.

Year End CIP Update



Jorge Cervantes, PE, PTOE
Director

Active Project Types

- Roadway and Streetscape

  72 Projects

- Drainage and Sanitary Sewer

  42 Projects

- City Facilities

  33 Projects

- Parks and Trails

  47 Projects

TOTAL PROJECTS: 194



HORSE INTERCHANGE

Status: CONSTRUCTION 65%

Construction Complete: 2010 4th Quarter

Project Cost: $79 Million

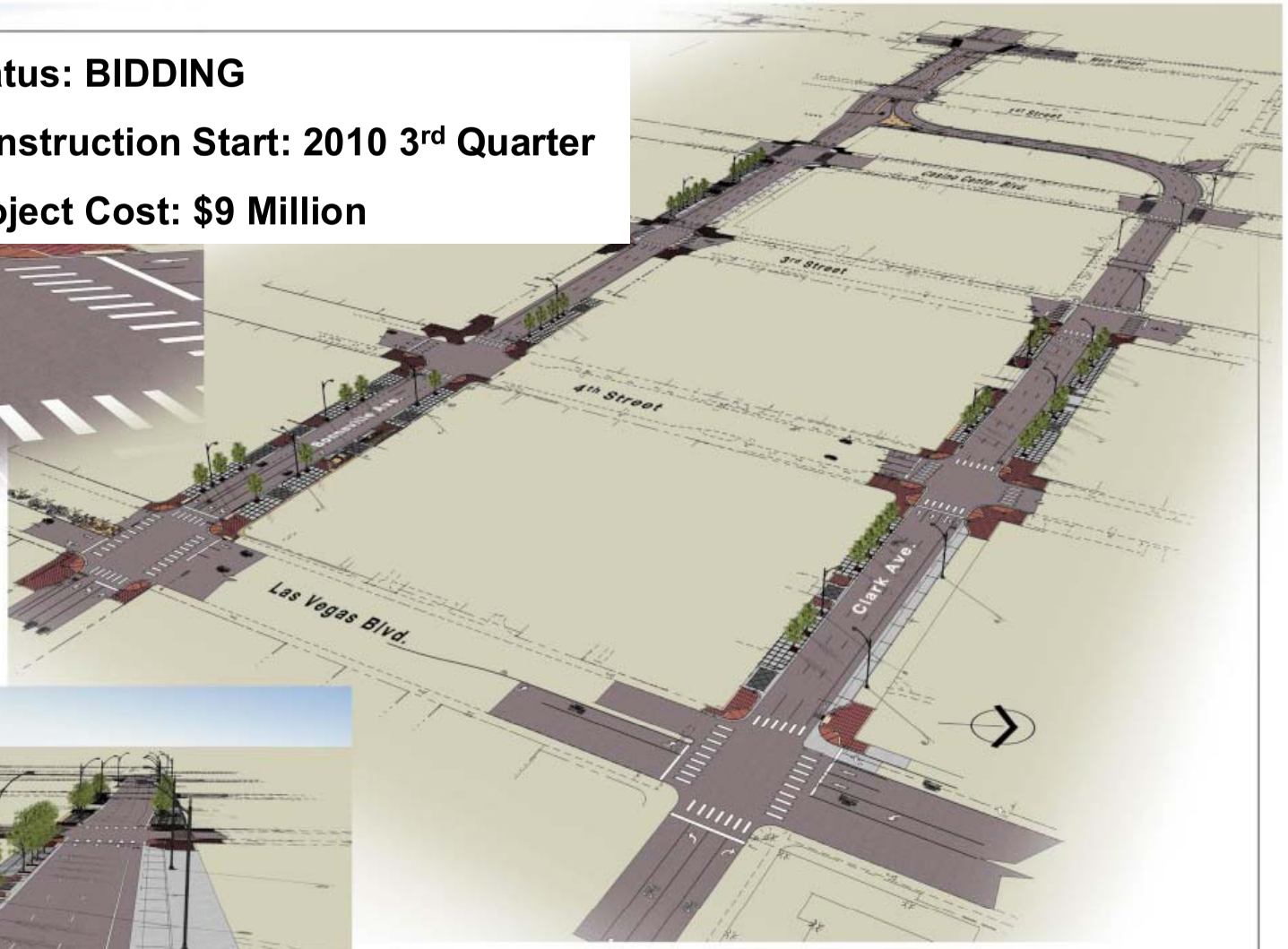
Status: BIDDING

Construction Start: 2010 3rd Quarter

Project Cost: $9 Million



Bonneville Ave. at Las Vegas Blvd.



Overall perspective view.



Clark Ave. at Las Vegas Blvd.

BONNEVILLE/CLARK ONE-WAY COUPLET

Public Works

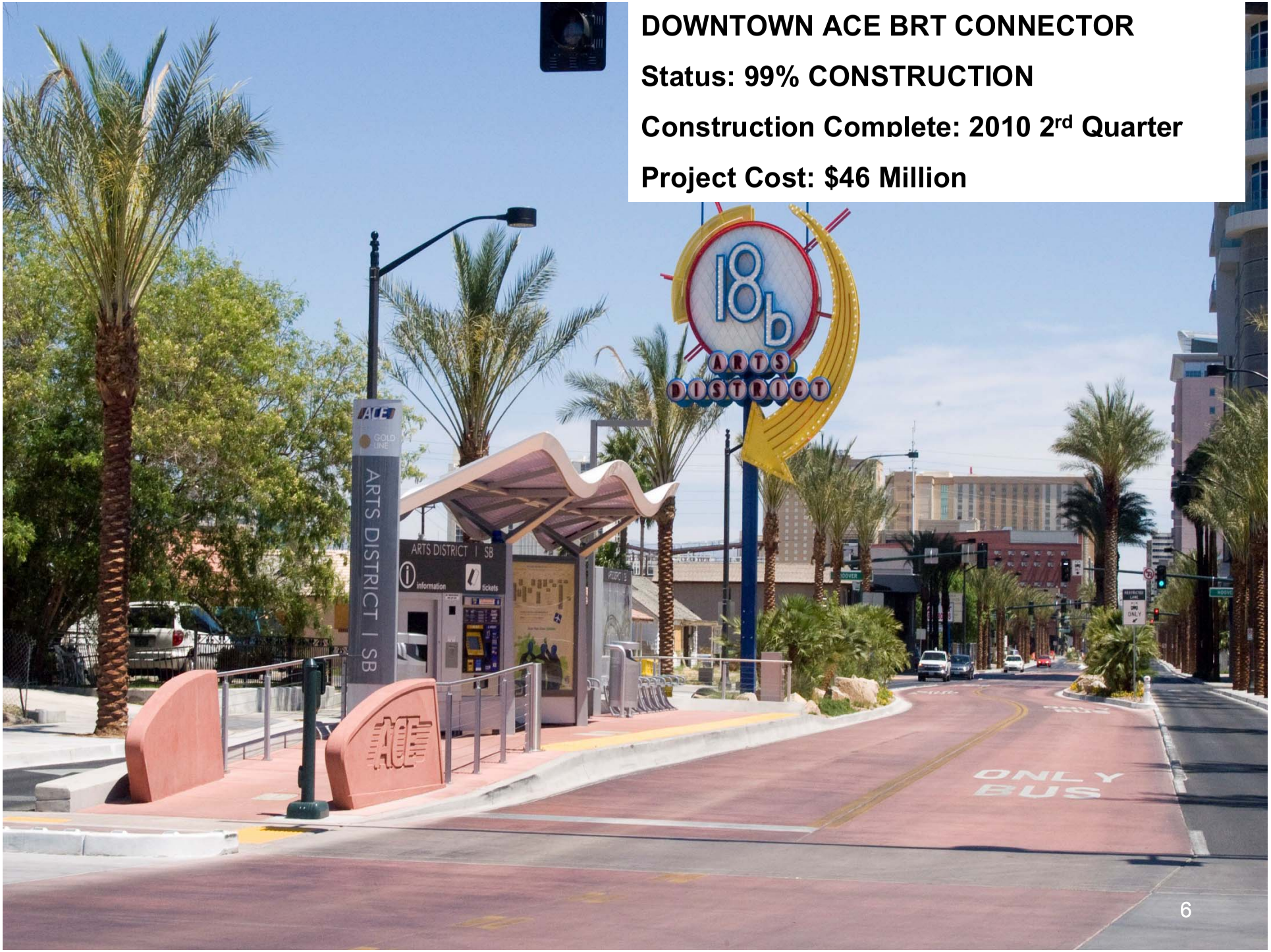


MARTIN LUTHER KING WIDENING

Status: 95% CONSTRUCTION

Construction Complete: 2010 3rd Quarter

Project Cost: $40 Million



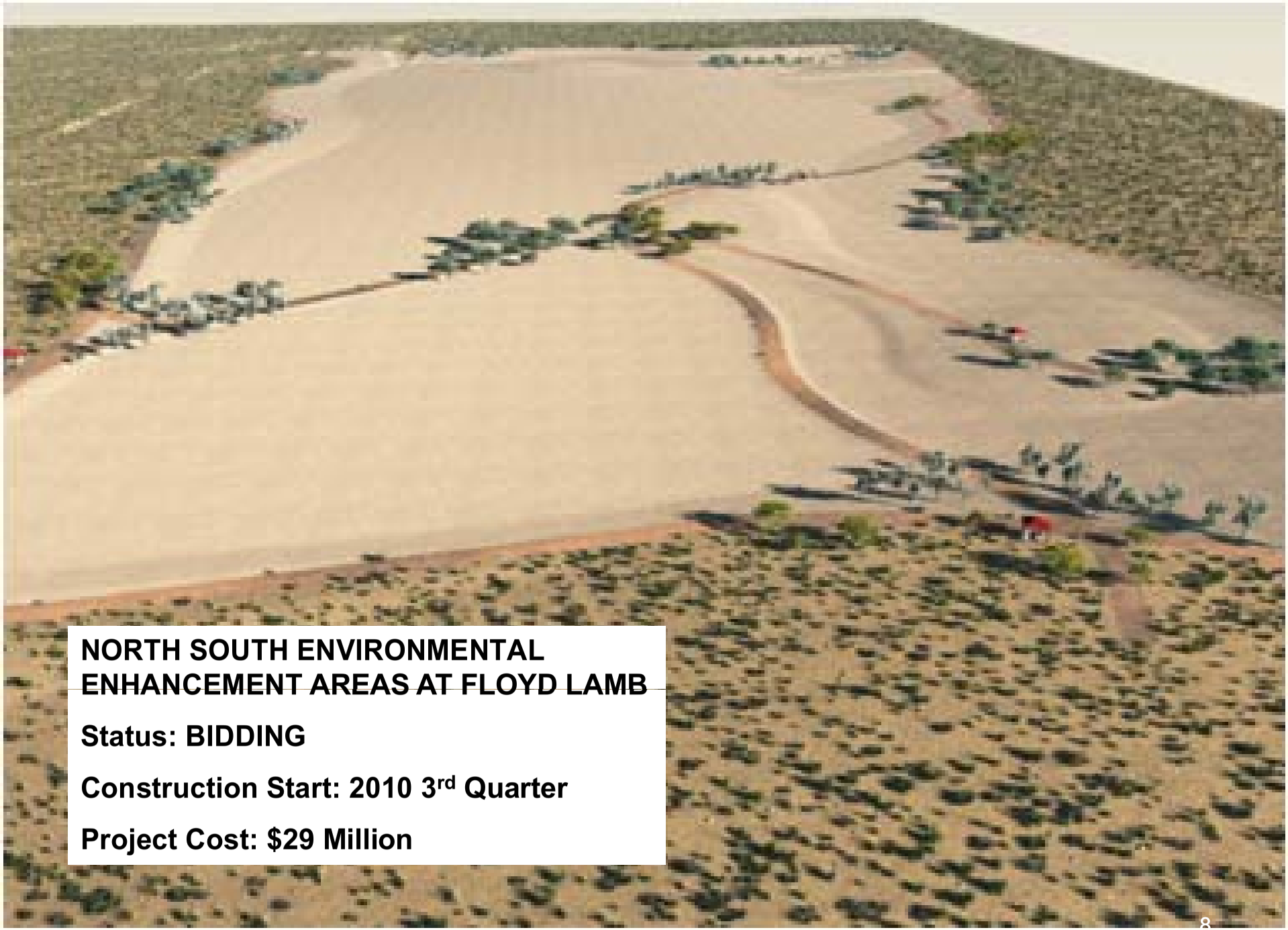
DOWNTOWN ACE BRT CONNECTOR

Status: 99% CONSTRUCTION

Construction Complete: 2010 2rd Quarter

Project Cost: $46 Million


1st STREET BEAUTIFICATION
BOULDER AVENUE TO HOOVER AVENUE
Status: BIDDING
Construction Start: 2010 3rd Quarter
Project Cost: $1.5 Million
Public Works



NORTH SOUTH ENVIRONMENTAL ENHANCEMENT AREAS AT FLOYD LAMB

Status: BIDDING

Construction Start: 2010 3rd Quarter

Project Cost: $29 Million


CITY HALL
Status: 15% CONSTRUCTION
Construction Complete: 2012 1st Quarter
Project Cost: $150 Million



DEVELOPMENT SERVICES CENTER ATRIUM BUILDING
Status: CONSTRUCTION 10%
Construction Complete: 2010 4th Quarter
Project Cost: $9.4 Million


FIRE STATION 6 / CSN CLASSROOM FACILITY
Status: CONSTRUCTION 65%
Construction Complete: 2010 3rd Quarter
Project Cost: $6 Million



FIRE STATION 107
Status: DESIGN 35%
Construction Start: 2011 1st Qtr
Project Cost: $6.3 Million

Public Works

View from the South at the intersection of Sundial and Del Webb

Fire Station 107

drawn by:
e.p.s./j.h.e.

date: 8/31/2009



PAVILION POOL COVER
Status: CONSTRUCTION 60%
Construction Complete: 2010 4th Quarter
Project Cost: $3.5 Million



ROTARY PARK
Status: DESIGN 40%
Construction Start: 2010 4th Qtr
Project Cost: $2.4 Million



ANGEL PARK TRAIL
Status: CONSTRUCTION 99%
Construction Complete: 2010 3rd Quarter
Project Cost: $6.3 Million


DOOLITTLE PARK PHASE I
Status: DESIGN 5%
Construction Cost: $1.4 Million
J STREET


RAPTOR PARK
at Tropical & Durango
Status: BIDDING
Construction Start 2010 3rd Qtr
Project Cost: $1.9 Million
FUTURE PHASE
Public Works
26 AUGUST, 2009


BOULDER PLAZA
Status: CONSTRUCTION 99%
Construction Complete: 2010 3rd Quarter
Proiect Cost: $1.2 Million
a r t s d i s t r i c t

Project by Stages

- PRELIMINARY DESIGN

  $25 million

- DESIGN

  $458 million

- CONSTRUCTION

  $830 million

TOTAL PROJECT VALUE = $1.313 billion

Funding Sources

Regional Trans. Comm.

Regional Flood Control Dist.

Redevelopment Agency

Southern Nevada Public Land Management Auctions

Nevada Dept. of Trans.

ARRA/Federal Grants

Sewer Enterprise

Grant/CDBG

Special Improvement Dist.

Centennial Fund

General Fund

Questions?



City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
RESOLUTIONS:

R-52-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Garrett Capital, LLC, (Owner) located at 1501 West Sahara Avenue (APNs 162-09-102-008, 162-09-102-009 and 162-09-102-010) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Tarkanian) [NOTE: This item is related to RDA Item 5 (RA-11-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Garrett Capital, LLC, with the cost of improvements to the property located at 1501 West Sahara Avenue. Approval will adopt findings that the CVIP Agreement is in compliance with, and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-52-2010
2. Before Photos and After Renderings
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND GARRETT CAPITAL, LLC ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-09-102-008, 162-09-102-009, 162-09-102-010.

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, GARRETT CAPITAL, LLC (the "OWNER") the owner of real property and improvements located at 1501 WEST SAHARA AVENUE, and which parcel is commonly known as APN 162-09-102-008, 162-09-102-009, 162-09-102-010 (the "Site"); and

WHEREAS, GARRETT CAPITAL, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1501 WEST SAHARA AVENUE and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to GARRETT CAPITAL, LLC for making physical, visual improvements to the building located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____ Date
6-10-10

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and GARRETT CAPITAL, LLC ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars (**$50,000.00**) for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner have submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 60 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____,2010.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

J. Ponticello 6/10/10
Counsel to the Agency Date

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

OWNER – GARRETT CAPITAL, LLC

By: _____
STEPHEN G. SIEGEL
Its: Authorized Representative

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Lots One (1), Two (2) and Three (3) of Block One (1) of GOLDEN GATE TRACT SUBDIVISION, Book 4, Page 84 of Plats, together with those portions of land vacated by C.L.V. on Highland Drive and Westwood Drive, located in a portion of the NW ¼ of Section 9, Township 21 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada.

Parcels One (1), Two (2) and Three (3) as shown by map thereof on file in File 105, of Parcel Maps, Page 39, in the Office of the County Recorder of Clark County, Nevada.

3-1

Inst #: 201001150003381
Fees: $15.00 N/C Fee: $0.00
RPTT: $7140.00 Ex: #
01/15/2010 03:53:16 PM
Receipt #: 197938
Requestor:
NATIONAL TITLE COMPANY
Recorded By: GILKS Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. #162-09-102-008, 009, 010
R.P.T.T.: 7,140.00
MAIL TAX STATEMENTS TO:
WHEN RECORDED MAIL TO:
GARRETT CAPITAL, LLC
C/O Siegel Group/ SASCO Properties
3900 Paradise Road, Suite 101
Las Vegas, Nevada 89169
Order No.: 278790

1

TRUSTEE'S DEED

THIS INDENTURE made and entered into January 15, 2010, by and between NATIONAL TITLE CO., a Nevada corporation, as Trustee, Party of the First Part and Garrett Capital, LLC, Party of the Second Part.

WITNESSETH:

WHEREAS, the said Trustee, by virtue of the authority vested in it by that certain Deed of Trust dated March 15, 2007, and recorded March 15, 2007 in the Office of the County Recorder of Clark County, Nevada, in Book No. 20070315 of Official Records as Document No. 4952, did on the 15th day of January 2010, sell as required by law that certain property lying and being in the County of Clark, State of Nevada, described as follows:

A portion of Lots One (1), Two (2) and Three (3) of Block One (1) of GOLDEN GATE TRACT SUBDIVISION, Book 4, Page 84 of Plats, together with those portions of land vacated by C.L.V. on Highland Drive and Westwood Drive, located in a portion of the NW ¼ of Section 9, Township 21 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada.

Parcels One (1), Two (2) and Three (3) as shown by map thereof on file in File 105, of Parcel Maps, Page 39, in the Office of the County Recorder of Clark County, Nevada.

together with all and singular tenements, hereditaments and appurtenances thereunder belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issue and profits thereof.

WHEREAS, on November 7, 2008, the then Beneficiary(ies) or holder(s) of said note(s) did execute and deliver to Trustee written Declaration of Default and Demand for Sale, and thereafter there was filed for record on November 7, 2008 in the Office of the County Recorder of said County, a Notice of said Breach and Default and of Election to cause Trustee to sell said property to satisfy the obligation secured by said Deed of Trust, which Notice was duly recorded in Book No. 20081107of Official Records of said County as Document No. 0002480.

WHEREAS, at said sale, Garrett Capital, LLC became the purchaser of said property for the sum of $1,400,000.00, which includes costs and expenses of sale, which said sum represented the highest and best bid for said property at said sale for the full/partial satisfaction of the indebtedness secured by said Deed of Trust, and

WHEREAS, said sale was made on demand of the Beneficiary(ies), and pursuant to a Notice of Sale duly and regularly given by the aforesaid Trustee for the time and in the manner prescribed by law; and

WHEREAS, all applicable statutory provisions of the State of Nevada and all of the provisions of said Deed of Trust have been complied with as to acts to be performed and notices to be given;

NOW THEREFORE, Trustee, in consideration of the premises recited and of the sum above mentioned bid and paid by Grantee, the receipt whereof is hereby acknowledged, and by virtue of the authority vested in it by said Deed of Trust, does, by these presents, **GRANT AND CONVEY** unto Party of the Second Part, but without any covenant or warranty, express or implied, including but not limited to, title, possession or encumbrances, all that certain property described above.

TO HAVE AND TO HOLD all and singular the aforesaid premises, together with appurtenances, unto the Party of the Second Part.

IN WITNESS WHEREOF, the said Party of the First Part, has caused its corporate name to be hereto affixed by it's officer, thereto duly authorized this day and year first above written.

NATIONAL TITLE CO.

By: Philip Bouchard
Its: Vice President

STATE OF Nevada
COUNTY OF Clark } SS

This instrument was acknowledged before me on January 15, 2010
by: Philip Bouchard

Notary Public in and for said County and State

TRICIA BEAUDRY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 97-2959-1
MY APPT. EXPIRES JULY 13, 2013

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 162-09-102-008
   b. 162-09-102-009
   c. 162-09-102-010
   d. 1
2. Type of Property:
   a. ☐ Vacant Land b. ☐ Single Fam. Res.
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg f. ☑ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book: Page:
Date of Recording:
Notes:

3. a. Total Value/Sales Price of Property $ 1,400,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) ( )
   c. Transfer Tax Value: $ 1,400,000.00
   d. Real Property Transfer Tax Due $ 7,140.00
4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____
5. Partial Interest: Percentage being transferred: 100.00 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Trustee Officer
TRICIA BERNSEN

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: National Title Company	Print Name: Garrett Capital, LLC
Address: 7251 W. Lake Mead Blvd., #350	Address: C/O 3900 Paradise Road, Suite 101
City: Las Vegas	City: Las Vegas
State: Nevada Zip: 89128	State: Nevada Zip: 89169

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: National Title Company
Escrow #: 278790
Address: 7251 W. Lake Mead Blvd., #350
City: Las Vegas
State: Nevada Zip: 89128

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of US Interstate 15, the eastern boundary of Highland Avenue and the northern boundary of Sahara Avenue. Including in the area consisting of the building face is the southern boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 162-09-102-008, 162-09-102-009 and 162-09-102-010

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GARRETT CAPITAL, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal

to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, 2010 .

OWNER – GARRETT CAPITAL, LLC

By:_____
STEPHEN G. SIEGEL

Its: AUTHORIZED REPRESENTATIVE (Title)
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by STEPHEN G. SIEGEL as AUTHORIZED REPRESENTATIVE of GARRETT CAPITAL, LLC

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by OSCAR B. GOODMAN as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A portion of Lots One (1), Two (2) and Three (3) of Block One (1) of GOLDEN GATE TRACT SUBDIVISION, Book 4, Page 84 of Plats, together with those portions of land vacated by C.L.V. on Highland Drive and Westwood Drive, located in a portion of the NW ¼ of Section 9, Township 21 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada.

Parcels One (1), Two (2) and Three (3) as shown by map thereof on file in File 105, of Parcel Maps, Page 39, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of US Interstate 15, the eastern boundary of Highland Avenue and the northern boundary of Sahara Avenue. Including in the area consisting of the building face is the southern boundaries of the property, as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $50,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$50,000.00
Anytime during second year:	$40,000.00
Anytime during third year:	$30,000.00
Anytime during fourth year:	$20,000.00
Anytime during fifth year:	$10,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 162-09-102-008, 162-09-102-009 AND 162-09-102-010

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between GARRETT CAPITAL, LLC, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1501 WEST SAHARA AVENUE, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 162-09-102-008, 162-09-102-009, 162-09-102-010; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of US Interstate 15, the eastern boundary of Highland Avenue and the northern boundary of Sahara Avenue. Including in the area consisting of the building face is the southern boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by

Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: GARRETT CAPITAL, LLC
3900 Paradise Rd, Suite 101
Las Vegas, NV 89169
Attn: Stephen G. Siegel

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .
. . .
. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: STEPHEN G. SIEGEL
Title: AUTHORIZED REPRESENTATIVE FOR GARRETT CAPITAL, LLC

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by STEPHEN G. SIEGEL as AUTHORIZED REPRESENTATIVE of GARRETT CAPITAL, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by OSCAR B. GOODMAN as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Lots One (1), Two (2) and Three (3) of Block One (1) of GOLDEN GATE TRACT SUBDIVISION, Book 4, Page 84 of Plats, together with those portions of land vacated by C.L.V. on Highland Drive and Westwood Drive, located in a portion of the NW ¼ of Section 9, Township 21 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada.

Parcels One (1), Two (2) and Three (3) as shown by map thereof on file in File 105, of Parcel Maps, Page 39, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the western boundary of Fourth Street, the eastern boundary of North Las Vegas Boulevard and the southern boundary of Ogden Avenue. Including in the area consisting of the building face is the northern boundaries of the property, as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, landscaping, parking area and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Work Item	Cost
Exterior Signage	**$101,500.00**
Exterior Asphalt	**$12,500.00**
Subtotal	**$114,000.00**
TOTAL ESTIMATED PROJECT COSTS	**$114,000.00**
Estimated CVIP Grant	$50,000.00
plus Contingency	$00.00
Maximum Reimbursement for CVIP Grant	**$50,000.00**

Note – Items in bold are "Pre-approved Qualified Exterior Improvements"

Schedule of Improvements

Work will begin 90 days after approval of Agreement and should be complete within 120-180 days, depending on contractor's work schedule/work load.

VIP Disclosure of Ownership/Principals

Please Print Legibly

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Garrett Capital, LLC

Mailing Address 3900 Paradise Road, #101, Las Vegas, NV 89169

Business Phone 702-947-8330 ext. 1919 1-818-968-3342

Tax ID or Social Security Number 27-1442922

Ownership Interest

Estate in Severalty X Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Garrett Fund, LLC	3900 Paradise Rd. #101 Las Vegas, NV 89169	
WG Artisan Holdings, LLC	3960 Howard Hughes Pkwy. #700 Las Vegas, NV 89169	

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date May 19, 2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

May 19, 2010 (date) by

Stephen A. Siegel (name of person)

_____
Notary Public

S. COUCH
Notary Public State of Nevada
No. 04-88092-1
My appt. exp. Jan. 25, 2012

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name Garrett Capital, LLC

Mailing Address 3900 Paradise Rd. #101, Las Vegas, NV 89169

Business Phone 702-947-8330 ext. 1919 1-818-968-3342

Tax ID or Social Security Number 27-1442922

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Garrett Fund, LLC	3900 Paradise Rd. #101 Las Vegas, NV 89169	
WG Artisan Holdings, LLC	3960 Howard Hughes Pkwy, #700 Las Vegas, NV 89169	

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date May 19, 2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

May 19, 2010 (date) by

Stephen G. Siegel (name of person)

_____
Notary Public

S. COUCH
Notary Public State of Nevada
No. 04-88092-1
My appt. exp. Jan. 25, 2012

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Stephen G. Siegel, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Garrett Capital, LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1501 W. Sahara Ave. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 19th day of May, 2010.

Garrett Capital, LLC
By: Nuevo Mundo, LLC Its: Manager
By: The Siegel Group Nevada, Inc. Its: Manager

Authorized Signature: _____

Stephen G. Siegel, President

SIGNED AND SWORN TO before me this 19th day of May, 2010, by Stephen G. Siegel

NOTARY PUBLIC

My Commission Expires: 1/25/12

S. COUCH
Notary Public State of Nevada
No. 04-88092-1
My appt. exp. Jan. 25, 2012

Attachment 7



THE SIEGEL GROUP
A DIVISION OF THE SIEGEL GROUP NEVADA, INC.
A COMMERCIAL REAL ESTATE & BUSINESS DEVELOPMENT COMPANY

May 19, 2010

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Re: Visual Improvement Program
Garrett Capital, LLC
1501 W. Sahara, Las Vegas, NV 89101

To Whom It May Concern:

As you are aware, the area surrounding the above-referenced property is in an older part of Las Vegas and is in desperate need of redevelopment. We would not have purchased in this location if we were unable to obtain a Grant through the VIP Program to assist us in the rehabilitation of the property and to give the neighborhood a new modern look.

We thank you for your time and consideration of our Application.

Sincerely,

Garrett Capital, LLC, a Nevada limited liability company
By: Nuevo Mundo, LLC, a Nevada limited liability company
Its: Manager

By: The Siegel Group Nevada, Inc., a Nevada corporation
Its: Manager

By: Stephen G. Siegel
Its: President

CORPORATE OFFICES
12080 VENTURA PL., STE. A STUDIO CITY, CA 91604 • TELEPHONE 818.255.3600 • FACSIMILE 818.255.3610
3900 PARADISE RD., STE. 101 • LAS VEGAS, NV 89169 • TELEPHONE 702.947.8330 • FACSIMILE: 702.947.8317
WWW.SIEGELCOMPANIES.COM

STATE OF: Nevada
COUNTY OF: Clark

On May 19, 2010, before me, S. Couch, a Notary Public in and for said County and State, personally appeared Stephen G. Siegel, as President of The Siegel Group Nevada, Inc., a Nevada corporation, as Manager of Nuevo Mundo, LLC, a Nevada limited liability company, as Manager of Garrett Capital, LLC, a Nevada limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

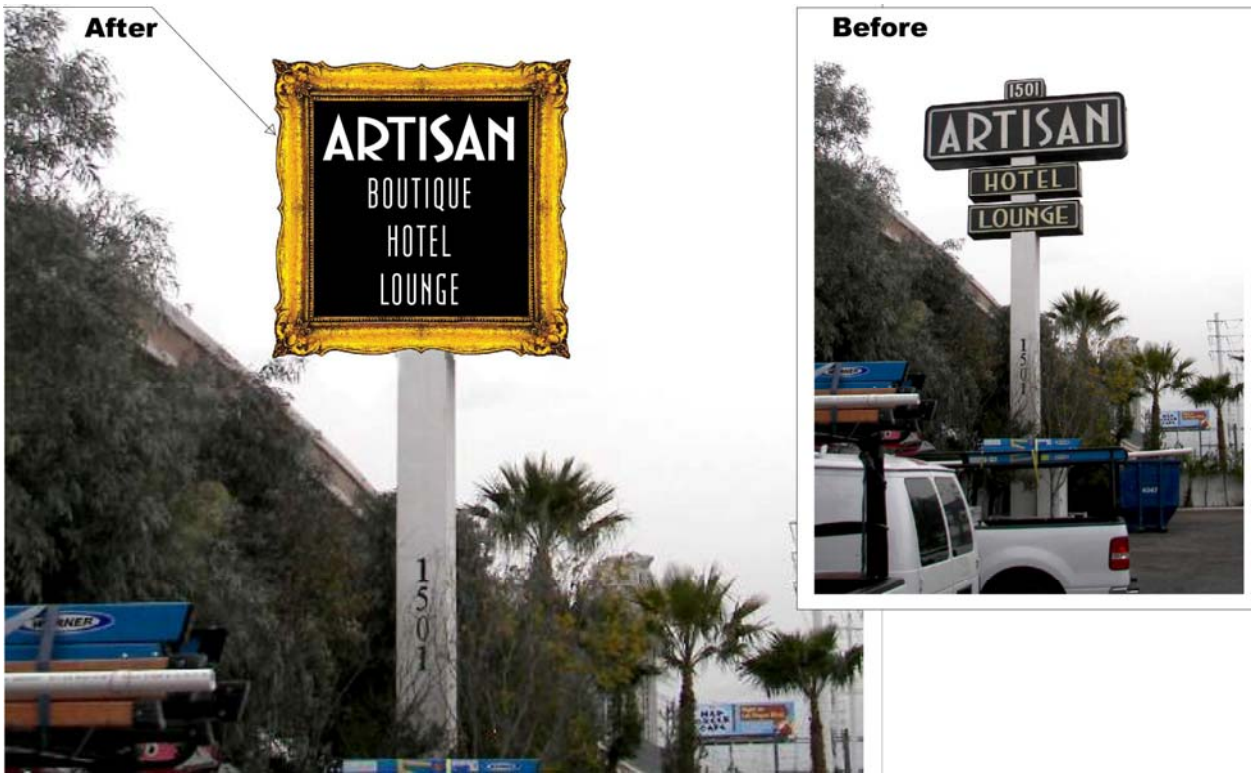
I certify under penalty of perjury under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

S. COUCH
Notary Public State of Nevada
No. 04-88092-1
My appt. exp. Jan. 25, 2012

The Artisan
1501 W. Sahara Ave






AFTER
ARTISAN
BEFORE
ARTISAN


AFTER
ARTISAN
BEFORE
ARTISAN

Site Map – The Artisan
1501 West Sahara Avenue



City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities – Southern Nevada Health District

Fiscal Impact

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

PURPOSE/BACKGROUND:
Two members and an alternate member are appointed by the City Council to the Southern Nevada Health District and must be members of the City Council. There is no limit to the number of 2-year terms that may be served. Councilman Ricki Y. Barlow was appointed as a member to the Southern Nevada Health District on 7/11/2007 and Councilman Steven Ross was appointed as the alternate member on 11/1/2006. These terms are scheduled to expire June of 2011. Councilman Barlow submitted a letter of resignation on June 10, 2010, and the unexpired term must be filled.

RECOMMENDATION:
To appoint Councilman Steven Ross to fill Councilman Barlow's unexpired term and to appoint Councilwoman Lois Tarkanian to fill the unexpired term as the alternate member

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Resignation Letter by Councilman Ricki Y. Barlow

7-16-2009

SOUTHERN NEVADA HEALTH DISTRICT
(Formerly Clark County District Board of Health)

	MEMBER	ADRESS	ZIP CODE	DATE APPT.	TERM EXP.
1.	ANTHONY, STAVROS S. (City Councilman)	400 Stewart Ave.	89101	7-1-2009	6-2011
2.	BARLOW, RICKI Y. (City Councilman)	400 Stewart Ave.	89101	7-11-2007 (**Reappt. 7-15-2009)**	6-2011
3.	ROSS, STEVEN D. Alternate (City Councilman)	400 Stewart Ave.	89101	11-1-2006 **(Reappt. 7-11-2007)** (**Reappt. 7-15-2009)**	6-2011

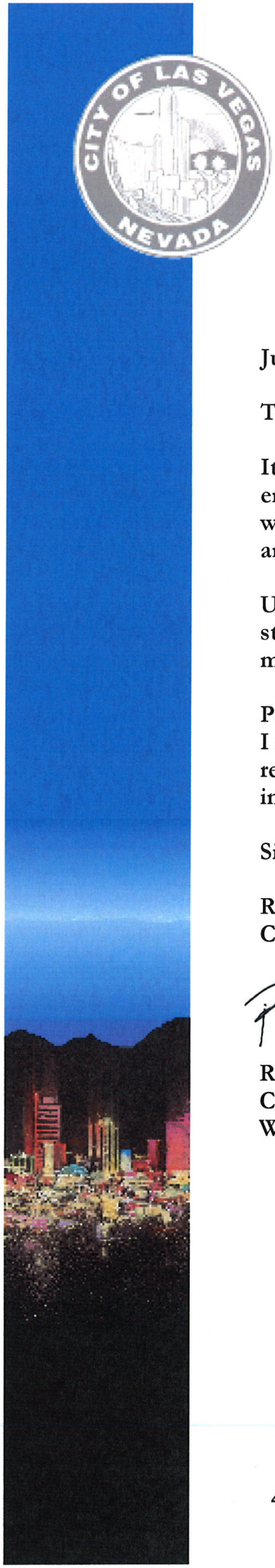
Authority: NRS 439.390 & LVMC 2.36. (NRS 439 amended by AB380 requires the two members appointed by the governing body to be from the elected members.)

Term: 2 years.

Appointees: Two members to be appointed by the City Council. (Bylaws, Section 4.1(e) allows for the designation of an alternate member from the City to serve on this board. Alternate shall serve the same term as Board of Health members)
(All members to be members of Council)

Notes: No limit to number of terms which may be served.
No financial disclosure requirement for this board.

Dr. Lawrence K. Sands
Chief Health Officer
Southern Nevada Health District
625 Shadow Lane
Las Vegas NV 89106



City of Las Vegas

Ricki Y. Barlow
Councilman, Ward 5

June 10, 2010

To whom it may concern:

It is with great confidence that I submit this letter as both a testimony to and encouragement of the Southern Nevada Board of Health. The board has been and will continue to spearhead its mission to keep the Las Vegas community in accord and abreast of health matters.

Unfortunately, I submit this letter to you as my resignation to the board. Now, a student in grad school and a member of two different boards, I am unable to commit my time and attention as needed for a successful Southern Nevada Board of Health.

Please know that my resignation to the board only affects my direct vote on matters. I still have a desire to be as involved as possible and would very much like to continue receiving information about upcoming events or projects. If you need any further information, feel free to contact my office at 702.229.5443.

Sincerely,

Ricki Y. Barlow
Councilman, Ward 5

Ricki Y. Barlow
City of Las Vegas Councilman
Ward 5

400 STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 229-6405 • FAX (702) 382-8558
rbarlow@lasvegasnevada.gov • www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

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

SUBJECT:
BOARDS AND COMMISSIONS:

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD - Albert O'Neal, Term Expires 7/7/2010, and Judge Douglas E. Smith, Term Expires 7/19/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
This 9-member Board requires at least two members over 60 years of age, two members of senior organizations, two members from senior service providers, three private citizens and two members of the Nevada State Bar. Terms are for three years with a limit of two full terms. Appointments are by the City Council and unexpired terms must be filled. Mr. O'Neal meets the requirement for a private citizen and was initially appointed in 2006 to fill an unexpired term and reappointed for a full term in 2007. Judge Douglas E. Smith is one of the required members from the Nevada State Bar and was originally appointed in 2007. There is no City residency requirement and both Mr. O'Neal and Judge Smith are eligible for and wish to be reappointed.

RECOMMENDATION:
Procedure for this Committee requires appointment by the City Council. Options are:
Reappoint Mr. O'Neal OR appoint a new public citizen to the seat.
Reappoint Judge Smith OR appoint a new member of the Nevada State Bar to the seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memorandum from Sheri Cane Vogel

Senior Citizen Law Project Advisory Board

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Albert O'Neal** Private Citizen	6 /21/2006 **Reapp: 6/20/2007**	7/7/2010	Reese
2	**Judge Douglas E. Smith** Member, Nevada State Bar Effective 7/19/2007	6 /20/2007 **Reapp: N/A**	7/19/2010	Reese
3	**Sydelle MacKay** Private Citizen	6 /21/2006 **Reapp: 10/17/2007**	11/1/2010	Mayor
4	**Maria Dent** Member, Senior Organization	2 /2 /2005 **Reapp: 1/9/2008**	2/2/2011	Leisure Services
5	**Mel Velasquez** Senior Services Provider	2 /2 /2005 **Reapp: 1/9/2008**	2/2/2011	Leisure Services
6	**Marguerite Mathis** Member, Senior Organization Effective 4/18/2008	4 /2 /2008 **Reapp: N/A**	4/18/2011	Leisure Services
7	**Kathy McClain** Senior Services Provider	9 /3 /2008 **Reapp: 11/5/2008**	11/18/2011	Leisure Services
8	**Charles Bernick** Private Citizen Fills unexpired term of Ben Graham	8 /5 /2009 **Reapp: N/A**	1/5/2012	Reese

Name	Appointment Date	Expiration Date	Recommended By:
9 **Tracey Itts** Member, Nevada State Bar	8 /2 /2006 **Reapp: 4/1/2009**	4/14/2012	Reese

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)
- 2 members to be members of senior organizations.
- 2 from senior service providers
- 3 private citizens
- 2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIREMENT

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m.
310 South 9th Street, 89101

DEPT. SUPPORT: Sheri Cane Vogel, Project Director, Senior Citizen Law Project

Memorandum

City of Las Vegas
Senior Citizens Law Project

To: Beverly K. Bridges, City Clerk

From: Sheri Cane Vogel, Esq. SCV.

Date: June 23, 2010

Re: Re-appointments to Senior Citizens Law Project Advisory Board

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The terms of two members of the Senior Citizens Law Project Advisory Board expire in July. Mr. Al O'Neal's term expires July 7, 2010; Judge Douglas Smith's term expires on July 19, 2010. Both of these members have excellent attendance and contribute to the board on a regular basis. Additionally, both have expressed an interest in serving another term on the Senior Citizens Law Project's Advisory Board. We recommend the reappointment of both Mr. O'Neal and Judge Smith to the Senior Citizens Law Project Advisory Board.

SCV/sd

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-26 – Updates the zoning regulations to establish the use "beer/wine/cooler cultural establishment"; redefine the current use relating to private museums and art galleries to allow the sale of art; and amend the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District." (TXT-37811) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the zoning regulations relating to cultural uses. The bill will 1) establish the use "beer/wine/cooler cultural establishment," 2) redefine the current use relating to private museums and art galleries to allow the sale of art, and 3) amend the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District."

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. 2010-26

BILL NO. 2010-26

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE ZONING REGULATIONS PERTAINING TO CERTAIN CULTURAL USES; ESTABLISHING THE USE "BEER/WINE/COOLER CULTURAL ESTABLISHMENT," REDEFINING THE CURRENT USE RELATING TO PRIVATE MUSEUMS AND ART GALLERIES TO ALLOW THE SALE OF ART; AMENDING THE DOWNTOWN CENTENNIAL PLAN TO ALLOW CERTAIN OUTDOOR EVENTS IN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT," AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Updates the zoning regulations to establish the use "beer/wine/cooler cultural establishment"; redefines the current use relating to private museums and art galleries to allow the sale of art; and amends the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District."

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Museum or Art Gallery (Private)," as found in the "Retail and Personal Services" element thereof, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Museum, [or Art Gallery] Art Display, or Art Sales (Private)	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
													S	P	P	P	P	P	P	P	P
	Description: A privately-operated facility or area for the acquisition, preservation, study, [and] exhibition or sale of works of artistic, historic or scientific value.																				
	On-site Parking Requirement: One space per 300 square feet of gross floor area.																				

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 adding to the "Retail and Personal Services" element thereof a new entry for the use "Beer/Wine/Cooler Cultural Establishment," reading as follows:

. . .

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Beer/Wine/Cooler Cultural Establishment	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	S	S		S	S
	Description: An establishment: 1. Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers, for consumption only: a. At a facility licensed as an art studio or otherwise licensed for art sales or display (or both); and b. During the hours of an artistic exhibition, presentation or performance; and 2. That meets the Minimum Special Use Permit Requirements set forth below.																				
	Minimum Special Use Permit Requirements: 1. The use is limited to the area located within the boundaries of 18b The Las Vegas Arts District, as described in the Downtown Centennial Plan and as amended from time to time. 2. No gaming is permitted as part of this Special Use Permit. 3. The use must conform to the provisions of LVMC Chapter 6.50.																				
	On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.																				

SECTION 3: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Museum or Art Gallery (Private)" to read as follows:

"Museum, [or Art Gallery] Art Display, or Art Sales (Private)" means a privately-operated facility or area for the acquisition, preservation, study, [and] exhibition or sale of works of artistic, historic or scientific value.

SECTION 4: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following term, together with its corresponding definition:

"Beer/Wine/Cooler Cultural Establishment" means an establishment:

(1) Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers, for consumption only:

(a) At a facility licensed as an art studio or otherwise licensed for art sales or display (or both); and

(b) During the hours of an artistic exhibition, presentation or performance; and

(2) That meets the criteria for a beer/wine/cooler cultural establishment as set forth in Table 2, as adopted in Section 19.04.010.

SECTION 5: Section VII (D)(2)(5) of the Las Vegas Downtown Centennial Plan is hereby amended by amending the listing for the use "Museum or Art Gallery–Private," as found under the category of "Retail and Personal Services," to read as follows:

• [Museum or Art Gallery–Private] Museum, Art Display or Art Sales (Private)

SECTION 6: Section VII (D)(2) of the Las Vegas Downtown Centennial Plan is hereby amended by adding to the list of Permitted Uses, at the end thereof, a new entry for Temporary Uses, reading as follows:

10. Temporary Uses

• Outdoor Events, subject to the following:

–Must take place on the same site as, and be in conjunction with, the operation of an established commercial business with a valid business license for that site.

–Limited to Thursdays, Fridays, Saturdays and Sundays.

–Limited to the hours of 10 am to 12 am.

–Measures to prevent or reduce nuisance factors such as glare, excessive illumination, noise, vibration, smoke, dust, dirt, odors, gases and heat must be in place.

–Provision must be made for sanitary facilities and waste collection and disposal.

–Measures to promote safety and security must be provided.

–Outdoor events that are outside of the limits of the days and times stated above shall require the approval of a Temporary Commercial Permit pursuant to Section 19.18.100.

• Temporary Outdoor Commercial Events

SECTION 7: 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 8: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in Sections 5 and 6 of this Ordinance.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-22-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-27 – Adopts the Symphony Park Design Standards Manual and related design documents. (TXT-37746) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
Several years ago the City Council adopted design standards and related design documents relating to the Union Park development. Since then the development has been renamed "Symphony Park" and the design standards have been refined and updated. This bill will adopt the Symphony Park Design Standards Manual and related design documents as replacements for the design-related documents previously adopted.

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. 2010-27

BILL NO. 2010-27

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE SYMPHONY PARK DESIGN STANDARDS MANUAL AND RELATED DESIGN DOCUMENTS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Adopts the Symphony Park Design Standards Manual and related design documents.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Union Park Design Standards, along with the Appendices thereto, as adopted by Ordinance No. 5974, are hereby replaced with the Symphony Park Design Standards and the included Appendix, which are attached hereto and incorporated herein by this reference.

SECTION 2: The Planning and Development Department is authorized to:

(A) Include the date of the adoption of this Ordinance within or upon the incorporated documents at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the incorporated documents that may indicate it is in "draft" form with a final version of that page;

(C) Republish the incorporated documents in final form to reflect desired formatting, make pagination changes, correct any pagination errors, or replace any pages that did not print in a manner that would adequately depict the information intended to be depicted; and

(D) Republish the Union Park Schematic Streetscape Design Documents, previously adopted by Ordinance No. 5974, as the Symphony Park Schematic Streetscape Design Documents, to include any changes necessary to conform those documents to the Symphony Park Design Standards adopted by means of this Ordinance.

SECTION 3: As provided for in LVMC 19.06.060(B), design standards applicable to all or any portion of the Downtown Overlay District that are adopted and amended by the City Council are deemed to be incorporated into LVMC 19.06.060(B), and any such adoption or amendment may be accomplished by ordinance or by resolution. Therefore:

(A) The Symphony Park Design Standards Manual and Symphony Park Schematic Streetscape Design Documents, as referred to in Section 2 of this Ordinance, are incorporated into LVMC 19.06.060(B); and

(B) The election to proceed in this case by ordinance shall not be deemed to limit the City's ability to proceed in future cases by means of ordinance or resolution.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-23-10
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

PAGE NUMBERS ARE FROM THE NOVEMBER 2006 VERSION OF THE DESIGN GUIDELINES

SYMPHONY PARK

DESIGN STANDARDS

November 1, 2006
(amended XXXX, 2010)

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Table of Contents

Introduction ii
Design Standards iv

1.0 SYMPHONY PARK ORIENTATION
1.1 Features of the Plan 2
1.2 Context of Symphony Park 3
1.3 Streetscape Network 4
1.4 Open-Space Network 5
1.5 Active Streets 6
1.6 Vehicular Access to Parking 7
1.7 Service Access 8
1.8 Storm Water Management and Drainage 9
1.9 Street-Level Views and Spatial Definition 10
1.10 Tower Location and Views 11
1.11 Neighborhood Architectural Character 12
1.12 Arts in Symphony Park 13
1.13 Sustainable Principles and Goals 14
1.14 Sustainable Site / Landscape Techniques 15
1.15 Building Design Sustainability 16

2.0 STREETSCAPE AND OPEN SPACE
2.1 Human Comfort 18
2.2 Material Performance 19
2.3 Village Ergonomics 20
2.4 Village Identity 21
2.5 Grand Central Parkway 22
2.6 City Parkway 24
2.7 West Clark Avenue 26
2.8 Promenade Place 28
2.9 Symphony Park Avenue (Flanking Park) 30
2.10 Symphony Park Avenue (Entrance) 32
2.11 West Bridger and Carson Avenues 34
2.12 Street Extensions (Private 36
2.13 Symphony Park Forecourt 38
2.14 Symphony Park East 39
2.15 Gateway Plaza 40
2.16 The Crossing 41
2.17 Streetscape and Open Space Materials and Components 42
2.18 Site Maintenance 44

3.0 GENERAL SITE AND BUILDING DESIGN STANDARDS
3.1 Urban Design Principles 46
3.2 Arcades 48
3.3 Exterior Building Materials and Finishes 49
3.4 Awnings, Canopies and Shading 59
3.5 Building Fenestration 52
3.6 Amenity Decks 53
3.7 First Floor Heights 54
3.8 Storefront Design 55
3.9 360 Degree Architecture 56
3.10 Roofs 57
3.11 Parking Structure Design and Concealment 58
3.12 Building - Parking Relationships 60

Table of Contents

3.13 Articulation 61
3.14 Solar Access and Shading 62
3.15 Solar Orientation 63
3.16 Building and Site Signage 64
3.17 Building Lighting 66
3.18 Building and Site Security 67
3.19 Storage, Equipment, Loading and Screening 68

4.0 CHARACTER OF THE BLOCKS
4.1 A Ruvo Alzheimer's Building/West Clark Avenue Entry 70
4.2 B West Clark Avenue/ S. Side Entry 72
4.3 C Symphony Park Avenue North Side Entry 74
4.4 D Grand Central Block *(North of C)* 76
4.5 E Gateway Commercial West Side of City Parkway Entrance 78
4.6 F/G Middle Neighborhood Block 80
4.7 H/I Performing Arts Center 82
4.8 J South Side West Clark Avenue 84
4.9 K Southeast Corner Block 86
4.10 L South Site Civic Axis 88
4.11 M4 Civic Access Block 90
4.12 N North Side Civic Axis 92
4.13 O1 Middle Avenue Block 94
4.14 O2 Gateway Block-South 96
4.15 P Gateway Block-South 98
4.16 Q Gateway Block-North 100

Design Review Process 102
Permitted and Prohibited Land Uses 103

APPENDIX

Keynote System 108
Street Plant Lists 132
Outdoor Dining Standards—Private Sidewalk Areas 134
Glossary 135

INTRODUCTION

In 2000, the City of Las Vegas launched a re-urbanization plan for Downtown, looking ahead to a Downtown renaissance by 2020. Population increases have fueled a demand for denser infill housing and urban living near Downtown. The 61 acre Symphony Park parcel is a critical element in the City's renaissance plan. Symphony Park will be a new urban environment for the Downtown area, a walkable downtown village with a compelling identity, appealing landscaped environments and a variety of entertainment and dining choices.

Creation of Urban Density The plan focuses on maximizing density rather than limiting it, to generate the multiplicity of activities and urban excitement that will make Symphony Park memorable. To generate the high density that creates a mixed use urban district, every block must be developed efficiently and densely to achieve the critical mass of residents and visitors that will make it an exciting urban district. The expectations at buildout for land uses in Symphony Park include the following:

- *Diversity of residential building types including low rise town houses and high rise apartments, enough to create an urban village*
- *Medical and general office space creating an employment center in Symphony Park*
- *A critical mass of destination retail, restaurant and entertainment uses to enliven the urban neighborhood*
- *A choice of business, boutique and entertainment related hotels for visitors*
- *A world-class performing arts center on Symphony Park as a regional draw Symphony Park*
- *Parking in each block for each use, serving daytime and evening uses with equal convenience.*

Development Concept To create the exciting urban skyline that is expected, building heights are anticipated to be high. The only limitation on building height is the availability of parking on the parcel or in the immediate area. All off-street parking will be in multi-story structures, some below grade and most above grade. The structures will be wrapped by other uses in most cases except for some instances where they may be exposed.

Development Parcels The 61-acre site is divided into 17 development parcels. The sale parcels consist of all the land behind the back of curb lines on each block. Owner/ developers will provide the streetscape of the sidewalks, and all development behind the back-of-curb line, which is also the build-to line referred to later in this booklet. In this way, the sidewalks are all private property, and the moving and parking lanes are public. Public streetscape, landscape, lighting and signage are intended to create visual amenity and durability while protecting land values and the private investment.

The City's Roles The City will build the Symphony Park streets (between the curb lines) and infrastructure serving each block. The City will also convene a Design Review Committee who will review and approve designs for each project design submittal.

Development Timeline and Process Symphony Park is a multi-phase project, with projects proceeding on coordinated timetables. Some blocks will be phased so that later phase—more intensive—development will be initiated with structured parking and high rise buildings replacing temporary surface parking.

Mixed Use The greater the mix of uses, the more urban the Symphony Park experience. The high-rise environment
provides opportunities for both vertical and horizontal mixed uses.

Critical Housing Density Developers will be expected to create housing densities that are comparable to Chicago, New York or Vancouver, while creating a great number of units closer to the street in liner buildings that create street continuity, and towers that create a distinctive skyline and views.

Environmental Conditions The 61 acre site was formerly owned by the Union Pacific Railroad. Analysis
of contaminated soils has been conducted. Maps of this information are available from the City of Las Vegas Office of Business Development and/or Newland Communities.

Entitlements The City will work closely with Symphony Park developers to entitle each project in a timely manner.

Design Standards Design Standards are graphic and written principles of design which are to be incorporated into the design of each development block in a project area. In this case, they are an aid to achieving a high level of design excellence at Symphony Park. The success of Symphony Park as a place depends upon each developer and designer becoming familiar with all parts of these Design Standards and incorporating them into the designs for each block.

Relationship to Other Documents These design standards shall apply to all development in the project area. Where these development standards are in conflict with Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan, then the more restrictive standard shall apply. Where these design standards are silent on a particular issue, the requirements of Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan shall apply.

Design Standard Philosophy Symphony Park Design Standards will guide developers and architects through the process of creating a pedestrian-oriented, visually cohesive and economically viable urban community. The Standards promote a clear and consistent process for the development of parcels. While they keep a perspective on the vision, they are also flexible in accommodating a mix of uses while helping to shape a variety of building forms. They do not mandate particular architectural styles or building materials. Instead, the Standards do the following:

- Recognize that Symphony Park will be built and evolve over time
- Create and maintain a standard of quality that will sustain real estate values
- Promote a cohesive development pattern while allowing for diversity and variety in the design and construction of individual projects
- Assist designers, City Staff, developers and others in making consistent design choices that reinforce the vision.
- Provide clear guidance to the process of Design Review and public approvals.
- Each development will be reviewed for compliance with the Design Standards, according to the Design Review process described in the back of this book. This book of Design Standards is organized into four major parts:

SECTION 1

SYMPHONY PARK ORIENTATION: a section that orients the project developer and designer to the systems and requirements that affect not only the individual sites but also the site as a whole. Items such as parking and access, site drainage, public open space and solar orientation are covered in this section.

SECTION 2

STREETSCAPE AND OPEN SPACE: this section delineates the major characteristics of all the streets in Symphony Park, including their cross sections, design themes and streetscape elements. This is important for each developer because it includes design back of the curb line which will be the responsibility of the developer.

SECTION 3

GENERAL SITE AND BUILDING DESIGN STANDARDS: Divided into Intents and Standards, each of the sections covers a different non-geographic feature such as building articulation, signage, site lighting and active building frontages. Each of these contributes to the success of the urban environment by adding a functional and aesthetic note to the overall look and feel of Symphony Park.

SECTION 4

CHARACTER OF THE BLOCKS: This last section describes allowable and encouraged buildings, setbacks, active frontages, parking access and other parameters of each land parcel (block). Setbacks, open space features, view corridors and other features are displayed so that the designer has a logical starting point for design.
Each Design Standard is organized into a hierarchy of Intents and Standards. The Intent is a statement of the purpose or goal behind each design Standard. In the event that specific language of each Standard is not definitive, the Design Review Committee reserves the discretion of making decisions on the basis of their understanding of the Intent. This interpretation shall govern.
Each principle is either a required or a recommended standard. Required standards are accompanied by the language of "shall do" rather than "should" or "it is encouraged." Recommended standards are suggested components, termed as "should do" or "is encouraged." Overall the quality of Symphony Park may depend on the developer following most if not all of these optional elements. However, they also provide negotiation points if either the developer or the Design Review Committee wishes to resolve differences of viewpoint on a design. Some sections include "acceptable" standards which describe something that is allowable or desirable.

PAGE 1

1

SYMPHONY PARK ORIENTATION

Site-wide urban design features are illustrated in this section. These include street types, parking and service access, storm water management, view corridors, active streets and the pedestrian open space system. Each development block relates to each of these site-wide features in a unique way. By understanding how these systems work and applying this knowledge, each designer will help to create a more successful environment in Symphony Park.

PAGE 2

1.1 Features of the Plan

THE FEATURES OF THE PLAN
The Illustrative Plan demonstrates the key concepts for architectural design to create the high quality urban district that is Symphony Park. Foremost among these concepts, illustrated on the following pages, are:

Human-Scale Buildings
A rich, human-scale band of lower building elements at and near the street level.
Bases of each block enriched with continuous active building faces of retail and restaurant activity on several streets.
Active uses, awnings, interesting storefronts and signage create an exciting urban environment.

Comfort
Human comfort and amenity are the major design emphasis of the streets and public open spaces.
Everything in these spaces should be designed and selected for appropriateness to climate, neighborhood concept and sustainability.

Sustainability
Environmentally-responsible urban buildings set a high standard

Art Is Integral
Civic nature of the neighborhood
Themes of streetscape
Performing arts
Well-designed buildings and art pieces
Integral art in streetscape and architecture

Active Uses at the Build-To Line:
Pedestrian-oriented environment
Parking structures are concealed behind residential and commercial building wraps.

Parking
Simple, predictable system of parking and service entrances
Vehicle access should be secondary to pedestrian movement.

Building Scales
Tall towers with articulated shapes
– Recognizable urban skyline
Shapes, massing and locations allow views to the mountains and the Strip

Residential Diversity
A diversity of residential types
– High rise apartment buildings
– Mid-rise connecting towers
– Low-rise townhomes
Conveniences and attractions make a true urban neighborhood.

Quality Design
High quality architectural and landscape design
State-of-the-art environment in a hot desert climate

PAGE 3

1.2 Context of Symphony Park

THE CONTEXT OF SYMPHONY PARK

Symphony Park is in a prime location surrounded by the Las Vegas downtown and numerous development projects. The downtown office core is directly east; the casino center is also across the railroad tracks, with Fremont Street being a center and draw for the entire area. Las Vegas' re-urbanization plan, begun in 2000, is aimed at a Downtown renaissance. The city's population exceeds 550,000 and is expected to reach more than 700,000 by 2020, creating a demand for denser in-fill housing near downtown. Property values have risen accordingly.

Adjacent Development

Several development projects are underway or have been completed adjacent to Symphony Park. Taken together, they represent a wide variety of downtown uses that will create markets for residential units, restaurants, retail shops and office space.

WORLD MARKET CENTER A 1.3 million SF Phase 1 of the wholesale design center, housing a 10 story collection of furniture showrooms, drawing thousands of people to each of its regular conventions. Later phases are planned to increase the showroom area to 12 million SF.

INTERMODAL TRANSIT CENTER Design is underway for the transit center. The facility will be the central regional transportation facility, housing local and express buses, Bus Rapid Transit, a monorail stop and a stop of the future highspeed, inter-city rail system.

LAS VEGAS PREMIUM OUTLET MALL Recently completed, this 435,00 s.f. premium outlet mall west of the Clark County Government Center is already providing a high traffic count of shoppers to the area.

CLARK COUNTY GOVERNMENT CENTER This civic center employs several thousand daytime county and Regional Transportation Commission office workers. A master plan for enlarging the center is being evaluated, including supplementing the on-site parking.

INTERNAL REVENUE SERVICE Construction is nearing completion on the mid-rise IRS building complex by the Molasky Companies, north of Ogden Street. This will provide an even greater midday worker population in the area.

PRIVATE MAIN STREET LAND HOLDINGS A private owner holds much of the strip between Main Street and the railroad tracks, with ambitions to develop these properties.

ARTS DISTRICT Along Charleston, south and east of the site, a district of arts-related and residential projects is envisioned and is taking shape.

These projects are the recent signs of a renaissance of downtown Las Vegas setting up the conditions for an exciting mixed-use high rise development district.

PAGE 4

1.3 Streetscape Network

STREETSCAPE NETWORK

Symphony Park will establish a new precedent for Las Vegas with innovative urban streetscapes that incorporate sustainability practices, enhanced comfort, distinctive and artistic identity and provide destination qualities that define the urban community.

Streets will efficiently move traffic into and through the site, provide direct access to parking and offer comfortable, inviting and safe environments for pedestrians. Vehicle access into and through this site is well distributed, interconnected and coherent, and responds directly to the existing Las Vegas street network.

Designed as a system of linear open spaces, the streets of Symphony Park offer cool and animated areas to gather and connect people to work, home, shopping and public spaces. Rights-of-way and building massing are proportioned to enhance solar comfort. Dining, shopping and public events such as fairs, markets and celebrations are meant to take place in this realm without impeding pedestrian or vehicular circulation. These activities create a lively and activated urban environment.

The Symphony Park streetscape network is comprised of varied street types, each distinguished by function and identity. Grand Central defines the arterial edge of the village and downtown. City Parkway and West Clark combine to provide through circulation from a future highway interchange at F Street. City Parkway is envisioned with a retail emphasis, and the West Clark and its esplanade anchors the medical district and provides a key address opportunity The Promenade Place animates the village with retail and a mix of other uses, functioning as

the primary strolling space. Symphony Park Avenue straddles and is defined by Promenade Place, the organizing space of the village. West Bridger and Carson Avenues function primarily as residential streets. The Symphony Park streetscape network is comprised of several street types, each distinguished by function and identity.

City Parkway
A wide 4 lane boulevard with left turn pockets and on-street parking, direct connection from I-15.

Promenade Place
A narrow two lane shopping street, with on-street parking; no parking entries off the street.

Symphony Park Avenue
A wide street that becomes a one-way way pair just east of Grand Central Parkway flanks Symphony Park on both sides.

West Clark Avenue
A wide four-lane boulevard with on-street parking, left turn lanes and wide sidewalks as the centerpiece for the office district.

West Carson and West Bridger Avenue
Two-lane service streets that connect from Grand Central Parkway.

Grand Central Parkway
A wide, higher speed boulevard with Bus Rapid Transit added to the median.

PAGE 5

1.4 Open-Space Network

OPEN-SPACE NETWORK
The Symphony Park open-space system is organized around an urban framework based in principles of building integration, regional design and street-level comfort. Comprised of a hierarchy of parks, plazas, streetscapes and courtyards, this open-space system offers a variety of spaces intended to attract a diverse mix of residents and uses.

Designed to celebrate and accommodate both urban living and visitor experiences, the open-space system at Symphony Park will be built for enduring quality. Distinct and durable materials, furnishings and finishes will create a visually cohesive system that will establish a standard of quality that complements the intended building quality.

Extreme climatic variations in southern Nevada require an open-space system that provides comfortable outdoor environments by managing solar orientation and creating favorable microclimates. Through careful solar design, parks, plazas, streetscapes and courtyards will extend the daily and seasonal pedestrian experience within this desert village.

The primary organizing axis of the public space network runs east-west along the City's Lewis Street corridor, with streets named to the west of the railroad tracks. A collection of open spaces and active uses along this corridor are intended to establish a strong and direct relationship to downtown Las Vegas. Three primary spaces are positioned as a sequence within Symphony Park: a forecourt at the project entrance on Grand Central Parkway, a major urban park currently known as Symphony Park, and a stepped plaza and associated bridges which allow pedestrians to cross the railroad tracks. This area is currently known as "The Crossing."

The primary north-south open space within the Symphony Park village is a pedestrian-oriented street known as the Promenade. The Promenade is uniquely designed as a signature public space within the development, linking several districts and public spaces along its north-south orientation.

The Promenade is anchored at its northern end by Gateway Plaza, a public space that organizes an entertainment district and transitions Symphony Park to Fremont Street in downtown Las Vegas. On the southern end, the Promenade arrives at a medical district. While medical and supporting uses may be organized around an internal open space system, the primary address for the area is West Clark Avenue. This street has been planned as a cool, green esplanade, with opportunities for both strolling and gathering.

Union Commons is a semi-public space defined by residential uses, intended to primarily serve these residents, but not be gated. Views, sight lines and pedestrian circulation to and from adjoining streets is intended.
A final component of the open space system at Symphony Park is represented by the pedestrian streetscapes, places of comfort, distinctive identity and sustainable quality.

PAGE 6

1.5 Active Streets

INTENT:
To create energized urban streets which support a pedestrian environment.
Active frontages are comprised of retail and restaurant uses, as well as residential and office building lobbies (and some other uses).

REQUIRED

1.5.1 Active Frontages along the Promenade
The promenade will be the most vibrant and energized pedestrian corridor within the site. It shall be continuously lined with active building frontages.

1.5.2 Active Frontages along Grand Central Parkway
Grand Central Parkway will be one of the site's busiest vehicular corridors, and exposed parking will be permitted along it. Active building frontages are encouraged along the Parkway at its intersection with Symphony Park Avenue and other corners.

1.5.3 Active Frontages along West Clark Avenue
This street is an address for the medical/office neighborhood and an important pedestrian conduit within the site, and shall be lined with active frontages.

1.5.4 Active Frontages along Symphony Park Avenue
Discovery Entrance shall be lined with active uses to mark its significance as the primary entrance into the site.

1.5.5 Promenade Place
On The Promenade Place, emphasize only retail and restaurant uses. The Promenade Place shall be terminated at its south end by a knot of active frontages at its intersection with West Clark Avenue. This is the most intensive grouping of active day and night-time uses. Uses along The Promenade Place from Symphony Park Avenue to West Carson Avenue should include service oriented businesses for the residences of Symphony Park.

RECOMMENDED

1.5.6 Grand Central Parkway
Corners on Grand Central Parkway should be developed as spot retail, restaurants and display space at the ground level.

PAGE 7

1.6 Vehicular Access to Parking

INTENT
To provide a simple, easy to navigate system of parking access.
To conceal parking from public view to the greatest extent possible.
To minimize vehicular access (curb cuts) on primary building frontages and to reinforce a clear hierarchy and organization of circulation within Symphony Park.

REQUIRED

1.6.1 Vehicular Movement
Vehicular movement on site is shown on the diagram. All streets shall be two-way, with the numbers of lanes sized to the anticipated traffic volume, varying from street to street.

1.6.2 Parking Access
Parking requirements for the project shall be accommodated within above grade and below grade parking structures. Generally, vehicle access is allowed in the midsection of each block as shown on the diagram and is to be coordinated with adjacent block access. Vehicle access is allowed on more than one block face. However, each block may have only one such access on any block face. Details of block access are illustrated in the individual block guidelines. These guidelines also maximize uninterrupted public sidewalks and minimize conflicts between vehicles and pedestrian.

1.6.3 Vehicular Access Along The Promenade Place
The northern portion of the Promenade shall not be used for vehicle site access between Symphony Park Avenue and West Carson Avenue. All other streets may have vehicle access as shown.

1.6.4 Exposed Parking Frontages
Exposed parking shall be restricted to those building frontages along the railroad tracks and Grand Central Parkway and as otherwise shown in the individual parcel diagrams. Exposed parking shall be avoided along the Promenade, and shall be minimized (and avoided, if possible) along West Clark Avenue and City Parkway. Exposed parking shall be treated architecturally consistent with adjacent buildings.

1.6.5 Parking Pockets
Parking pockets along public streets shall be provided by block developers per landscape schematic design drawings and deeded back to the City for ongoing maintenance. On private streets they will not be deeded to the City. Each block landscape plan shall accommodate 1 "multimeter" parking meter pay station per parking pocket, to be installed and operated by the City.

PAGE 8

1.7 Service Access

INTENT
To minimize and mitigate the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.
Vehicle access is defined to include service and emergency vehicles as well as general traffic.

REQUIRED

1.7.1 Service Access Along Promenade Place Service access shall not be located along the northern portion of Promenade Place, so as not to disrupt the street's character as the primary pedestrian conduit within the site.

1.7.2 Service / Delivery Locations
Building deliveries, trash pickup and other service needs shall take place primarily in the interior areas of the plots, and shall be screened from primary public view.

ACCEPTABLE

1.7.3 Shared Service Access
Service vehicles may enter at the same locations as general public or resident parking. Service access is also provided through alleys that run along the interiors of the blocks.

1.7.4 Railroad Right of Way
See civil design drawings for detailed condition along railroad ROW and required materials & color for exposed retaining wall.

PAGE 9

1.8 Storm Water Management and Drainage

INTENT
The site is graded to:
Capture storm water runoff in any perimeter landscape areas to potentially clean the water prior to conveyance via pipe to Lake Mead.
Prevent flash flood infiltration within buildings.
Maintain building finished floor elevations at street level to provide strong relationships between buildings and sidewalks.
Establish subtle visual prominence at the centerline ridge defined by the Promenade.
Most street grading will occur as a fill condition over the existing grade. As noted, the site is graded with a subtle ridge established near the arc defined by Promenade Place. Water moves east and west from this area, toward the park and railroad edge and toward Grand Central Parkway.

REQUIRED

1.8.1 Building and Street Flow Line Separation
The City of Las Vegas requires that building finished floor elevations in Symphony Park shall be positioned 12" above the flow line of the street which it adjoins. Strategies to address this requirement vary by street, relying primarily upon careful sidewalk grading from back of curb to future building floor elevations. Sidewalks have been designed with maximum cross-slopes at 2.5%. Street drainage is currently collected by inlets located primarily along east-west streets to intercept accumulating stormwater as it moves away from the Promenade. Each street is crowned along its centerline.

PAGE 10

1.9 Street-Level Views and Spatial Definition

INTENT:
To control the location of building walls to define and contain the street space, to concentrate and reinforce pedestrian activity, create a sense of the street as a place and accommodate associated activities, to emphasize views and vistas within Symphony Park.
Build-to lines or zones have been established to frame the major streets, creating outdoor spaces sheltered from the sun, comfortable and human-scale.

REQUIRED

1.9.1 Building Wall Enclosure
Provide setback and build-to zones for building frontages as shown in the diagrams in Section 4 where it is important to have buildings abut or setback from the street lines.

1.9.2 Promenade Place Building Wall Enclosure
Building frontages at street level to a height of 35-40' along the Promenade shall follow the build-to line. The Promenade building frontages shall follow the curvature of the streets precisely, with allowances being made for the tolerances of manufactured elements, building components and glazing. Above that height, setbacks within the setback zones of up to 25% of the building frontages may occur.

1.9.3 Percent Setback Allowed
On other streets, 75% of the building frontage must follow the build-to line. The remaining 25% may be set back for building entries, patios and pedestrian walkway entrances.

RECOMMENDED

1.9.4 View and Vista Lines
Buildings that terminate view and vista lines within the 61 acres should respond to these focal points with design features that emphasize their location.

PAGE 11

1.10 Occupied Tower Locations and Views

INTENT
To create a visible urban skyline for Symphony Park as a marketing and branding tool.
To preserve views from each occupied tower, and to avoid blocking views from adjacent development.
To preserve views to the occupied towers in Symphony Park from points of view outside the site.
The individual parcel diagrams in Section 4 illustrate where it is permissible to create occupied tower buildings.

REQUIRED

1.10.1 Occupied Tower Location
Each occupied tower shall be located with respect to preservation of the viewsheds of other towers in Symphony Park. In general, this means staggering or offsetting the footprints of occupied towers so that buildings do not face each other directly across narrow spaces.

1.10.2 Parcels With Multiple Occupied Towers
Some blocks will contain more than one high-rise occupied tower. In the event that more than one occupied tower is on one block, the occupied towers shall be offset to preserve the viewsheds and avoid direct views into adjacent buildings.

1.10.3 Occupied Tower Form / Configuration
Occupied towers shall not be created in long slab configurations except where shown, because of the concerns about view blockage. Instead, occupied towers shall be developed as point occupied towers which have a more compact floorplate and less of a visual profile.

1.10.4 Allowable Occupied Tower Locations
Occupied towers shall only be located in the positions shown in the diagram in this section. This diagram illustrates some flexibility on each parcel, to accommodate different locations of cores, building lobbies, service and other design features.

ACCEPTABLE

1.10.5 Lower Occupied Tower Limits
A lower occupied tower structure may be incorporated, which may rise no more than 10 stories or 150' from the podium. The purpose of this is to preserve views over the lower occupied tower from the occupied higher tower. This is shown on several of the residential parcels in this Section.

PAGE 12

1.11 Neighborhood Architectural Character

OFFICE / MEDICAL DISTRICT
Building heights lowest with respect to Symphony Park
Architecture of Parcel A2 should be respectful of and respond to Lou Ruvo Alzheimers' Center

Buildings monolithic and monumental in character, with larger scale fenestration patterns, lower degree of texture on skin and massing, expressing the nature of the use as business
Adopt a formal landscape with respect to public space
Towers form the street wall
Buildings at W. Clark Avenue street level expected to respond to this street in the form of linear plazas facing Clark Avenue

SYMPHONY PARK DISTRICT
Buildings translate the cultural, contextual and vibrant nature of Symphony Park into the vertical in massing, texture, fenestration and skin
Parcel H/I lies on an important public axis—a public space that activates Symphony Park
Buildings exhibit a civic/cultural scale and identity
Buildings on the important axes should reflect that position in their character
Buildings outline Symphony Park —responsible for defining the scale, closure and space
Boutique hotel to directly respond to Symphony Park and the Performing Arts Center
Hotel may create a visual connection to Parcels F/G
Street level activates the area around the park
Formal architectural character, yet making visual/ physical connections to Symphony Park

RESIDENTIAL DISTRICT
Intimate and humane scale
Skin and massing have a high degree of texture compared to other districts
Buildings closer to one another and respond to each other in form and massing
Semi-private character in hierarchy of public space
Green-inspired: fenestration includes operable windows, accessible balconies and decks
Landscapes and green habitable spaces on upper floors of towers
Comfortable and penetrable spaces with informal character
Retail spaces meant to activate the streetscape—towers that reach ground are to activate their streets in this district.

HOTEL / RETAIL / ENTERTAINMENT DISTRICT
These buildings will include the tallest compositions on the site
Gateway towers exploit views into the site
Textures, fenestration, massing is subtle and sophisticated to reveal "entertainment"
Active retail at street level extends into entertainment district to maintain pedestrian densities of restaurants and entertainment spaces
Strong pedestrian link between Fremont Street and Symphony Park
Expressive of physical connection and respectful of adjoining residential units
Strong sense of excitement, movement, dynamic forms

PAGE 13

1.12 Arts in Symphony Park

INTENT
To enrich the resident and visitor experience by providing stimulating, interesting visual and tactile experiences in public areas of Symphony Park
To develop a character and identity for Symphony Park that is about the enduring qualities of intellectual and emotional life, befitting a world class city.
To celebrate the city, its history, culture and achievements through the expression of the arts community

OPPORTUNITIES
The types of opportunities for art in Symphony Park include:
A. Art as an integral, permanent part of individual buildings
B. Art as an integral part of on-site landscape design, seating, lighting, paving, plant materials and other streetscape elements
C. Art institutions which can occupy their own sites or be part of a building complex
D. Performing arts, keying on the thematic presence of the Performing Arts Center
E. Performing arts spaces (external or internal) and performing arts programming throughout the year
F. Commercial art venues, such as art galleries and exhibit spaces
G. Spaces for temporary exhibit of public art as part of a public art program
H. Arts organizations and space for publicly-accessible arts activities such as studios and display space
I. Funding for art pieces, arts programming,

REQUIRED

1.12.1 Minimum Public Art Requirements
Each parcel in Symphony Park shall demonstrate that it contains at least four of the listed opportunities for art-related spaces, design or programmatic features, as part of the Design Review process.

1.12.2 Public Art Accessibility
Each parcel's art-related features that meet the criteria above shall be accessible to the public and accessible to public view during the daytime and evening hours. Such facilities may, because of their special nature, be protected from public access during the late evening and early morning hours.

1.12.3 Public Art Design Review
Public art which is selected or commissioned for display shall be included in the Design Review process for each development parcel, beginning at the initial Design Review presentation. Its development shall be considered in conjunction with the building and site design as part of the Design Review process.

RECOMMENDED

1.12.4 Public Art Coordination
It is recommended that each developer become familiar with the art facilities and programs being developed by others in Symphony Park and, to the extent possible, provide complementary arts offerings that will contribute to a rich and varied offering of the arts in Symphony Park.

PAGE 14

1.13 Sustainable Principles and Goals

INTENT
To utilize sustainable design techniques in developing each site and building in Symphony Park, promoting integrated practices that show that the project is responsible to the future environmentally, economically and socially.

Definition of Sustainability
Project sustainability is an economic state where the demands placed upon the environment by people, activity and commerce associated with the project can be met without reducing the capacity of the environment to provide for future generations.

The American Institute of Architects Committee on the Environment has developed a draft definition of sustainable design practice that is applicable to the projects in Symphony Park. This definition is as follows:
The linked domains of sustainability are **environmental** (natural patterns and flows), **economic** (financial patterns and equity), and **social** (human, cultural and spiritual). Sustainable design is a collaborative process that involves thinking ecologically—studying systems, relationships and interactions—in order to design in ways that remove rather than contribute to stress related to systems.

1.13.1 Measuring Sustainability at Symphony Park
The Design Review Committee will include sustainability in its review of each project. Each applicant shall design their project to a level of sustainability that is LEED Certified or greater. LEED Certified status is achievable by having a conscious strategy of energy conservation and project sustainability from the outset and by exercising a professional level of care with regard to specifying materials and equipment and in other respects using widely available knowledge to create an environmentally-responsive building.
The burden will be on each project design team to set and achieve sustainable goals, and to demonstrate that it is making progress toward these goals, as part of the design review process.
The approach will be implemented by a process that is integral to the Design Review procedure established by these Design Standards. This process includes the following steps, coordinated with the Design Review process described at the back of these Design Standards.

BLOCK PLANS: The developer shall submit a strategy to the Design Review Committee, which shall demonstrate that the project will be designed with the LEED Certified rating as its minimum goal. A preliminary LEED checklist is due at the Block Plan/Schematic Design level.

At the time of Design Review Committee review of the Block Plans, the owner shall submit a signed letter committing to the LEED certification process and building commissioning, including a stated intention to retain a commissioning agent.

DESIGN DEVELOPMENT: The developer shall submit to the Design Review Committee a LEED checklist with some expanded explanation of how the assumed points will be achieved to create a LEED Certified or higher project and a letter from the commissioning agent or LEED-AP confirming the checklist approach.

Buildings must demonstrate 10% improvement in proposed building performance rating compared to ASHRAE Standard 90.1-2004 by whole building simulation (or meet the requirements of LEED ND Green Construction and Technology Credit.)

CONSTRUCTION DOCUMENT: The developer shall submit to the Design Review Committee the completed LEED checklist with a letter from the commissioning agent confirming his review of construction documents. A

letter from the owner confirming his/her intention to submit the required documents for LEED certification at the completion of construction, is also required. The DRC will also review the project with respect to the other criteria that it is responsible for, described elsewhere in this document.

To supplement the LEED program and to assist the developer in obtaining the credits needed to gain LEED Certified rating, the AIA Committee on the Environment has published its "Top Ten Measures of Sustainable Design" Each of these includes credits found in LEED, the most widely used measure of sustainable building projects in the United States.

SUSTAINABLE DESIGN INTENT – having a strategy and following it
REGIONAL THINKING – an appropriate place in the region

Site Ecology at Different Scales
BIOCLIMATIC DESIGN – natural controls working with the climate
LIGHT & AIR – daylighting and natural ventilation
WATER CYCLE – conservation
ENERGY FLOWS AND FUTURE – energy conservation
MATERIALS AND CONSTRUCTION – green materials, recycling, local materials
LONG LIFE, LOOSE FIT – adaptability to change over the life of the building
COLLECTIVE WISDOM AND FEEDBACK – soliciting help and getting responses

The major categories in the LEED system are:
SUSTAINABLE SITES
WATER EFFICIENCY
ENERGY AND ATMOSPHERE
MATERIALS AND RESOURCES
INDOOR ENVIRONMENTAL QUALITY
INNOVATION AND DESIGN PROCESS

Each of these has a series of criteria that are more fully described in the LEED literature.

PAGE 15

1.14 Sustainable Site / Landscape Techniques

SITE SUSTAINABILITY
A number of sustainable site development practices have been highlighted below to define specific opportunities for Symphony Park. The list is not intended to represent a complete LEED description.

1.14.1
Alternative Transportation
Public transportation access (not in scope of individual project)
INTENT: An inter-modal transportation station which includes light rail, commuter rail, regional and local bus service and a monorail, concentration of development density around the transit station.
BENEFIT: Reduce pollution and land development impacts from automobile use, to best serve the development of this site and downtown.

1.14.2
Alternative Vehicle Parking
Each block face shall incorporate motorcycle and/or alternative vehicle parking in remainder areas of parking pockets once auto spaces are accommodated.

1.14.3
Storm Water Management: Rate, Quantity and Treatment (not in scope of individual project)
INTENT: A Grading and Drainage (Storm water) Plan development for the entire 61 acre site. Storm water transport to Lake Mead via pipes after taking it through treatment systems.
BENEFIT: Reuse of storm water volumes.

1.14.3
Water Efficient Landscape
INTENT: Master plan gray water reuse system for the village, high efficiency irrigation products, and selection of streetscape plants with low watering needs. (Ref: Las Vegas Municipal Code Title 14 (water regulations and drought plan))
BENEFIT: Limit or eliminate the use of potable water for landscape irrigation. Overall water use reduction.

1.14.4
Resource Reuse
INTENT: Record and track all salvaged and reused components, village-wide. Determining a common building material, one that is readily available and in large supply, that can be used throughout the village.

BENEFIT: Reducing the demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources.

1.14.5
Regional Materials: 20% Manufactured Regionally
INTENT: Common and readily available materials should be pursued.
BENEFIT: Local character of the place. Increasing demand for building materials and products that are extracted and manufactured within the region, supporting the regional economy and reducing the environmental impacts resulting from transportation.

1.14.6
Materials: Light Colored High Albedo Materials
INTENT: Reduce impervious surfaces and thermal mass use. Light non-reflective colors for heat reflection, with glare control.
BENEFIT: Minimize heat gain and glare effect on streets to make the streets more pedestrian friendly.

1.14.7
Shading: Shade Trees, Shading Structures, Building Mass
INTENT: Create shaded streetscapes using shade trees, shade structures and building mass according to the orientation height to width ratio and use of streets.
BENEFIT: Greater use of streets by pedestrians by reducing the impact of the outdoor temperature extremes. To create a comfortable urban micro-climate with optimal street design.

1.14.8
Orientation: East/West Street Orientation, Building Mass Flanking the Streets
INTENT: Building shall be oriented according to sun path in summer and winter.
BENEFIT: Shaded and more pedestrian friendly streetscapes.

1.14.9
Heat Island Effect: Non-Roof: Low Level Landscape, Light-Colored, High Albedo Materials, No Surface Parking
INTENT: Low level landscape, Light-colored, high albedo materials shall be provided. No surface parking shall be included.
BENEFIT: Reduce heat islands -thermal differences between developed and undeveloped areas.

1.14.10
Alternative Transportation: Bicycle Storage and Changing Rooms
INTENT: Bicycle racks shall be included on public streets and open spaces. Changing rooms and shower facilities provided as part of individual building development.
BENEFIT: Reduce pollution and land development impacts from automobile use.

1.14.11
Innovation in Design: Art Work Street Furniture
INTENT: Art work shall be provided on streets as part of street furniture.
BENEFIT: Beautiful streetscapes.

PAGE 16

1.15 Building Design Sustainability

BUILDING SUSTAINABILITY
The potentials for saving energy, conserving resources, making buildings more enjoyable, productive places to live and work, and reducing life-cycle cost are all consistent with one another, since these goals and means are interrelated. Building design is susceptible to the same type of strategy and analysis as the site design. The major categories of these elements in building design include these LEED topics. As discussed, the applicant is free to set goals, create a strategy from these and other elements, and track progress toward meeting the goals. If the applicant wishes to adopt LEED or one of the other systems, this is encouraged.

Potential Sustainability Techniques

INNOVATIVE WASTEWATER TECHNOLOGIES
Reduce generation of wastewater
WATER USE REDUCTION
Maximize water efficiency
BUILDING SYSTEMS COMMISSIONING
Verify that building elements and systems are installed and calibrated to operate as intended
MINIMUM/OPTIMUM ENERGY PERFORMANCE
Achieve higher levels of energy performance above required standards
OZONE PROTECTION

Reduce ozone depletion through reduction of CFC's and other contributing sources
RENEWABLE ENERGY
Onsite renewable energy self-supply
GREEN POWER
Use of grid-source renewable energy technologies
STORAGE AND COLLECTION OF RECYCLABLES
Facilitate collection and retrieval of recyclables used by building occupants
BUILDING REUSE
Increase life cycle of building, and reduce manufacturing and transport of building materials
CONSTRUCTION WASTE MANAGEMENT
Direct construction-related recovered resources appropriately
RESOURCE REUSE RECYCLED CONTENT
Use recycled materials to save on extraction and processing of virgin resources.
REGIONAL MATERIALS
Local resource use where possible
RAPIDLY RENEWABLE MATERIALS
Emphasize over long-cycle renewable materials
CERTIFIED WOOD
Environmentally responsible forest management
IAQ PERFORMANCE
Set and improve on indoor air quality performance
CARBON DIOXIDE MONITORING
Provide for indoor air monitoring for CO2
VENTILATION EFFECTIVENESS
Provide for delivery and mixing of fresh air
CONSTRUCTION IAQ MANAGEMENT PLAN
Program for construction-related indoor air quality
INDOOR CHEMICAL AND POLLUTANT CONTROL
Reduction of indoor air contaminants and chemical exposure from materials
CONTROLLABILITY OF SYSTEMS
Provide for high level of individual and small group control of lighting, thermal and ventilation systems
DAYLIGHT AND VIEWS
Provide for outside connections for building occupants
INNOVATION IN DESIGN
Features building performance that are innovating and not addressed by existing rating systems
LEED OR OTHER SYSTEM ACCREDITED PROFESSIONAL
Set up and run environmental aspects of design program

PAGE 17

2
STREETSCAPE and OPENSPACE

This section describes each Symphony Park street type, streetscapes and open space, with street sections, plans and illustrations of their character, streetscape and other design features. The matrix of available streetscape elements such as light fixtures, benches, waste containers, bicycle racks and other components are more fully described in the Appendix following Section 4. The developer of each block is responsible for implementing these streetscape and open space concepts on each block as they affect that block. The area between the curbs is the responsibility of the City of Las Vegas.
Section 2 is organized into four topics:
HUMAN COMFORT
MATERIAL PERFORMANCE
VILLAGE ERGONOMICS
VILLAGE IDENTITY

An **INTENT** statement is provided for each of these. Then, **REQUIRED** and **RECOMMENDED** Standards for each are enumerated on pages 18 and 19. The Standards are then applied on the following pages of Section 2 to specific Streets, Streetscapes and Open Spaces. Their application is indicated by the number that corresponds with the numbers on pages 18 and 19.
NOTE: Please also refer to the Symphony Park Streetscape Schematic Design documents available separately.

PAGE 18

2.1 Human Comfort

STREETSCAPE AND OPEN SPACE

Guidelines for streetscape and open space are organized to enhance human comfort in the desert, provide sustainable material performance, establish exceptional pedestrian appeal and establish a contemporary identity for this desert village. The guidelines below are organized under these four objectives.

Guidelines itemized below are keynoted on the streetscape and open space plans that follow. For example, on the Promenade Place plan, the guideline "2.2.8 - Tactile Paving" can be found.

In addition to these general guidelines, a detailed set of material and component recommendations have been established for streetscapes and open spaces. These recommendations are itemized on the "Streetscape and Open Space Materials and Components" list found on page 42. Keynote references from this list are also noted on the streetscape and open space plans, normally in conjunction with the general guideline reference. For example, "2.2.8/PV5 - Tactile Paving" refers to Stone Paving at Pedestrian Areas under the tactile paving guideline. An appendix further defines many of the detailed requirements.

While site sustainability intentions have been described previously within these guidelines, they are also incorporated below for completeness. LEED items are highlighted to encourage their application at Symphony Park. The list is not intended to represent a complete LEED description.

2.1 – Human Comfort

INTENT
Comfortable urban micro-climates attract both residents and visitors and result in extended outdoor use, providing additional community, retail and commercial benefits.

REQUIRED

2.1.1 – High-Albedo Paving (LEED)
All pedestrian areas shall be constructed of light colored, high-albedo (radiation reflectivity) paving materials in order to mitigate heat build-up. This requirement should not result in high-glare pavements. This standard is based upon a measure of Solar Reflectance Index of at least 29, as defined in LEED SS Credit 7.1: Heat Island Effect.

2.1.2 – Glare Reduction
Low streetscape plantings, such as groundcovers and perennials, shall be used at prescribed percentages to reduce solar glare and heat absorption. These plantings shall not disrupt pedestrian circulation or access to on-street parking. Additional plants such as vines may occur on vertical surfaces such as green screens and on overhead trellises.

2.1.3 – Shade Structures – Promenade
Architectural shade structures shall be constructed, to village guidelines, along the Promenade Place. The Promenade shade structures may incorporate lighting, ventilation fans, misting, plants and retail signage.

2.1.4 – Shade Structures – Intense Heat Zones
Architectural shade structures covering the streetscape sidewalks shall be built in all intense heat zones identified in the Solar Exposure Analysis on page 65. A minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21.

2.1.5 – Shaded Right-of-Way (LEED)
Street trees shall be selected, spaced and nurtured to maximize the shading of right-of-way pavement by providing a continuous canopy where designated. When trees reach approximately 50% of their mature size, a minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21. All trees shall be a minimum of 60" box size.

2.1.6 – Cool Site Furnishings
All site furnishings shall be light-colored and non-metallic in an effort to limit solar heat conductivity. Vinyl-covered metal is prohibited.

RECOMMENDED

2.1.7 – Cooling Water Features
Cooling water features, aerated water devices and misting systems should be placed near or adjacent to pedestrian circulation and gathering areas and building entrances. Limited amounts of water should be used in order to be environmentally responsible. Use of water features and misting systems shall not conflict with the City of Las Vegas Drought Plan, LVMC Title 14.

2.1.8 – Increased Air Circulation
Where possible, architectural shade structures and large plantings should be designed to funnel prevailing breezes to increase air circulation, evaporation and flush out heated air. Artificial air circulation devices may be utilized as part of shade structures, but without the use of Freon.

2.1.9 – Photovoltaic Elements
Photovoltaic elements should be explored to power 'cool seats', misting elements, water features, ventilation systems, irrigation and lighting. These elements may be incorporated into the street light infrastructure.

2.1.10 – Sunlit Areas
Sunlit spaces and clearings should be designed for use during cool seasons, and should be integrated into the rhythm of the streetscape. Proportioned distinctions between shade and light will typify the Symphony Park streetscape.

2.1.11 – Recessed Gathering Areas
Small recessed (sunken) gathering areas with 'earth seats' that benefit from the cool ground conditions should be considered. These areas may include water and shade canopies. Earth seats are built into the recessed ground.

PAGE 19

2.2 Material Performance

2.2 – Material Performance

INTENT
Use of high quality building materials will establish long-term value at Symphony Park and act as a precedent for future development in downtown Las Vegas.
Durable and environmentally responsible building materials and methods may reduce resource and energy consumption, support the regional economy and inspire future sustainable development in downtown Las Vegas.

REQUIRED

2.2.1 – Efficient Landscapes (LEED)
Landscape development for all streetscapes and open spaces shall utilize water conserving plantings and high efficiency irrigation products and systems. This standard is based upon reducing water consumption for irrigation by 50% from a calculated mid-summer baseline case, as defined in LEED SS Credit 1.1: Water Efficient Landscaping.

2.2.2 – Erosion Control (LEED)
Landscape development for streetscapes and open spaces with slopes greater then 3:1 shall utilize permanent erosion and sedimentation control measures.

2.2.3 – Tree Trenches
Street trees shall be planted in continuous tree trenches beneath sidewalks. These trenches shall be designed to promote thriving long-term tree health by allowing widespread and un-compacted root growth in a welldrained structural soil medium.

2.2.4 – Pavement Loading
All streetscape pavements accessible by vehicles shall be designed to withstand vehicular loading, anticipating potential use by service and emergency vehicles.

2.2.5 – Integrated Pavement Systems
All scoring patterns shall conform to the streetscape module as defined within these guidelines in the Streetscape Network Matrix. Jointing shall integrate with all streetscape elements, material changes and surface utility components. Score lines in curbs and gutters shall align with score lines in sidewalk paving. Where curb and gutter systems are completed prior to sidewalks, sidewalk jointing should be coordinated with curb and gutter jointing.

2.2.6 – Light Pollution Control (LEED)
Light pollution shall be minimized through the use of low lighting profiles, recessed luminaires and minimal luminance levels, where street light in cast downward. This standard is based upon designing exterior lighting so that all site and building-mounted luminaires produce a maximum illuminance value no greater than 0.20 horizontal and vertical footcandles at the site boundary and no greater than 0.01 footcandles 15 feet beyond the site, as defined in LEED SS Credit 8: Light Pollution Reduction.
Note that ambient light emanating from retail storefronts may not be included in these measurements.

2.2.7 – Streetscape Grading
Streetscape grading shall follow City requirements to minimize potential flooding impact to buildings and occupants, while allowing handicap access and avoiding any sidewalk cross-slopes in excess of 2%. A twelve inch vertical separation between building finished floor elevation and street flow-line elevation is required.

2.2.8 – Tactile Paving
A fine-grained pattern of unit pavers shall be used in large contiguous areas at prescribed percentages (see matrix for individual street requirements) to define the scale and visual interest of the pedestrian streetscape. Subtle abstractions of the desert floor may be developed in the paving patterns.

2.2.9 – Consistent Quality
Consistent quality shall be implemented between streetscape and private, building-related improvements, in order to uphold the overall quality of the development. For example, streetscape materials may be extended into private areas such as entries.

2.2.10 – Heavy Duty Quality
All site improvements and furnishings should be heavy duty to withstand the rigors of urban impact and potential vandalism. Residential quality components shall be prohibited.

RECOMMENDED

2.2.11 – Minimize Turf Grass
Planting designs for all streetscapes should avoid the use of turf grass in order to reduce excess water consumption. In open spaces, irrigated turf should be limited to no more than 50% of the developed open space area. Grass species with lower watering needs should be utilized.

2.2.12 – Regional Materials (LEED)
Select regional materials should be pursued where practical in order to minimize transportation costs and benefit the local economy. Where non-regional materials are available more economically to reinforce good trade practices and stimulate global economies, these materials may be pursued.

2.2.13 – Recycled Materials (LEED)
To minimize energy expenditures and new resource extraction for material production, reused and recycled materials should be used for streetscape improvements.

2.2.14 – Clean Storm Water (LEED)
Surface landscape areas and tree trenches should be designed to harvest and clean storm water for reuse in grey water irrigation systems.

PAGE 20

2.3 Village Ergonomics

2.3 – Pedestrian Appeal

INTENT
A welcoming, intimate and safe public environment establishes a sustainable basis for a residential community. Diverse and engaging streetscapes and open spaces encourage return visitors.

REQUIRED

2.3.1 – Seating
On all retail streetscapes (see page 6) and open space edge conditions, one bench shall be placed for every 75 linear feet of street frontage. On all non-retail streetscapes (see page 6) one bench shall be placed for every 100 linear feet of street frontage. Seating may be grouped to address Requirement 2.3.2 below.

2.3.2 – Pedestrian Rooms
Seating elements shall be assembled in groups of two or more to create inviting outdoor pedestrian rooms within the streetscape. To increase the sense of human appeal, these groups of seating elements shall be combined with special paving, lighting, shade, bike racks and elements of art and water. These places will function as small urban oases, places of enhanced comfort and interest along the street.

2.3.4 – Bus Stops
A pedestrian room (noted above - 2.3.2) shall be designed at all bus stops, providing an appealing environment for transit riders.
A bus stop shelter is required to be placed in this location by the appropriate block developer. See Streetscape Schematic Design drawings for requirement.

2.3.5 – Bike Racks (LEED)
Bike racks shall be installed adjacent to all major building entrances and where streetscapes and open spaces meet. A minimum of one four-unit bike rack shall be utilized per each major building entry.

2.3.6 – Utility Coordination
Streetscape designs shall be completed prior to utility placement so utility boxes and vaults can be integrated with the landscape module and placed within preferred utility zones. Utilities shall not interfere with the complete and uninterrupted installation of the streetscape elements.

2.3.7 – Identity Signage

District identity signage/monumentation shall be integrated within the streetscape (both sides of the street) on streets that enter the Symphony Park site where programmed.

2.3.8 – Pedestrian Safety
Bollards, or other approved elements, shall be placed between noted pedestrian and vehicular zones at distances defined on plans. Tactile paving surfaces shall define pedestrian street-crossing areas.

RECOMMENDED

2.3.9 – Screening
Architectural screens should be utilized to filter and mitigate views to and across railroad tracks where Symphony Park streets terminate at the railroad.

2.3.10 – Moveable Furniture
A portion of the specified outdoor furniture should be moveable and adaptable to individual building-related needs, climate variations and group dynamics.

2.3.11 – People-Watching
Streetscape rooms should be designed to maximize peoplewatching opportunities, by organizing proximities and composing furnishings to establish synergies between the two areas.

2.3.12 – Neighborhood Gatherings
Spaces should be created that provide opportunities for neighborhood gatherings and outdoor public life. While these areas may range in size, they should be organized to allow residents the opportunity to temporarily customize them to accommodate neighborhood events and activities.

PAGE 21

2.4 Village Identity

2.4 – Village Identity

INTENT
Regionally appropriate spaces that reflect the Mojave Desert context will define the sense of place at Symphony Park.
Local materials and patterns will create an authentically distinctive atmosphere, unique to the Las Vegas area.
Simple and abstract patterns and forms, rather than historic recreations, establish a timeless and iconic environment.
Widespread and diverse integration of two- and three dimensional art elements will reflect the community's value in culture and the aesthetics.

REQUIRED

2.4.1 – Supplemental Furnishings
When an individual project has more than 5 seating elements, every fifth component shall be picked from the unconventional furnishing list (See appendix 1). Alternatively, these benches can also be custom built by a local artist.

2.4.2 –Special Street/Pedestrian Light Fixtures
Special street and pedestrian light fixtures are required on Promenade Place. See the Schematic Streetscape package for specifications.

2.4.3 – Potted Plants
Sculptural potted plants shall be placed at prescribed percentages to animate and informalize the pedestrian streetscape.

RECOMMENDED

2.4.4 – Integrated Art
Art should be integrated throughout the village as a defining element of the urban community. Art includes two- and three-dimensional representations, sound and performance, furniture and infrastructure pieces.

2.4.5 – Sculptural Plants
Plants should be sought for their diverse tactile and visual qualities to establish natural sculpture gardens.

2.4.6 – Desert Bloom

Multi-season concentrations of desert floral color should be integrated into planting designs, providing a staged year-round presentation.

2.4.7 – Story Telling
Educational and cultural artifacts and devices that tell a story about the region and place should be integrated into the streetscapes and open spaces.

2.4.8 – Kiosks
Retail and information kiosks should be integrated into the village, in select locations to be noted on future schematic master plan. Kiosks will be positioned on private property.

2.4.9 – Shade Structures: Artist
Arbor and pergola shade structures should be commissioned by artists, in select locations to be noted on future schematic master plan.

PAGE 22

2.5 Grand Central Parkway

As with the world's great urban parkways, Grand Central Parkway maintains a strong, continuous building presence and a unified landscape treatment. People, transportation and building uses are sensitively integrated along the parkway. Rebuilt from its current condition to accommodate Las Vegas' Bus Rapid Transit, Grand Central Parkway provides designated bus lanes and transit stops in the median.

INTENT

LINEAR PARK A desert garden theme distinguishes the parkway, symbolically connecting the city to its Mohave Desert context, culminating at the Ruvo Center and Clark County landscapes. The pedestrian area functions as an oasis of sorts, a comfortable, safe and interesting corridor for residents to both stroll and linger. Layers of trees shade the Symphony Park walkway from afternoon sun, and separate auto from pedestrian zones.

DISTRICT EDGE Sense of place drives the parkway plan. The parkway defines the edge of this new downtown district and presents it to passersby as a diverse and animated village. Modulated landscape patterns incorporate diverse and tactile plant forms, celebrating regional qualities that make Las Vegas exotic. Street-front buildings overlook the parkway and showcase it as a high quality mixed-use community.

SUSTAINABLE LANDSCAPE A number of environmentally beneficial practices may occur within the parkway landscape. Prior to entering pipe conveyance, plant and microbial filters could collect and clean storm water runoff. With the use of tree cover and other plants, urban heat island temperatures could be moderated. Sustainable landscape practices may include drought tolerant plants and efficient irrigation systems.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 24

2.6 City Parkway

City Parkway, together with Clark Avenue, functions as the primary internal vehicle route through Symphony Park. Major parking garages can be accessed along the length of this street. Continuous on street parking serves retail uses which define much of this street.

INTENT

FORMAL AND STATELY City Parkway is intended to be elegant and stately, defined by a sophisticated and well-integrated relationship between streetscape and retail uses. Large deciduous trees and tall palm trees reinforce the stately quality of the street.

LAYERED Multiple rows of trees, landscape and building-related shade structures create richness and comfort on this retail street. These elements also help to mitigate the scale of the street.

ANIMATED Intermittent opportunities for sun pockets, water and art are used to establish small venues for gathering and animating the street.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 26

2.7 West Clark Avenue

West Clark Avenue defines Symphony Park's southern medical office district as an addressable, signature street. The generous pedestrian zone on the south side of this street forms a pedestrian esplanade. A series of small venues within this zone enhances West Clark Avenue as a canopied destination space, with places to gather in the shade around water or art.

INTENT

ANIMATED IDENTITY The streetscape reflects its proximity to Performing Arts and World Market, both arts-oriented facilities, with the use of sculptural furnishings, chic lighting techniques and a contemporary floor pattern. Sculptural tree forms, massed in groves along the length of the street, define the signature quality of the street. Clearings between tree groves provide opportunities for art and water.

REGIONAL FIT Desert context establishes a source for plant, paving and furniture selection. Paving systems are organized in blended desert hues. Regional tree species display ornamental characteristics but also benefit from low watering needs. Oversized pre-cast concrete seating elements expose light-colored desert sands and maintain a cool temperature.

COMFORT AND DESTINATION IN AN URBAN GARDEN The urban garden notion for this street suggests an elegant, stately, and green environment. A continuous canopy of thriving urban trees establishes the leading garden component of the space, offering a cool place to gather in the shade.

ESPLANADE The street will function as a comfortable passage for those pedestrians moving to and from the city and destinations within and west of the Symphony Park development. These destinations include the Clark County Government Center, the World Market Center, the Las Vegas Outlet Mall and downtown uses.

CENTERS Two key places will be developed
along the length of the street: Serenity Square at the intersection area of West Clark Avenue and City Parkway, and Rejuvenation Place at the intersection of the West Clark Avenue and Promenade Place. These places will be defined by concentrating a mix of uses to establish centers within the office district. A rich sense of place may be developed here, with building emphasis, paving and other site amenities used to distinguish these areas.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 28

2.8 Promenade Place

Comfort, distinction and destination quality define this signature village space. Promenade Place exemplifies street life at Symphony Park. In celebration of a traditional event, the street may occasionally resemble a middle-eastern bazaar, thick with people, food and other goods, festooned with banners and fabric. On other days, Promenade Place will resemble a busy commercial street, bustling with everyday activities associated with a thriving urban neighborhood. On most days, the street will be enjoyed as a pleasant destination; the storefronts are always changing, the air is cooler and there are people to watch.

INTENT

PEDESTRIAN SPACE Promenade Place welcomes both automobiles and pedestrians, but feels more pedestrian than most streets, with subtle distinctions between the two realms.

SHADE AND COMFORT Street orientation, building massing, trellises, tree canopies and even a light-colored floor play a role in reducing heat absorption and temperature build-up.

REGIONAL CHARACTER Materials, colors and patterns may be used to create a stylized desert expression. Bursts of color celebrate the spectacular desert blooms.

ENDURING QUALITY The Symphony Park village will establish a new and consistent level of quality for downtown Las Vegas. Promenade Place will demonstrate that quality in the most concentrated fashion, where buildings and public spaces occur in a cohesive fashion.

VARIETY While a fairly consistent set of streetscape improvements are intended for the Promenade, a variety of retail expressions are desirable. Storefront design, signage, shade structures and movable furniture will reflect the individual interests and themes of retailers, within the parameters established by these guidelines.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 30

2.9 Symphony Park Avenue – Flanking Park

Positioned as a grand forecourt for the Performing Arts Center, Symphony Park anchors the facility to the Lewis Street corridor and establishes the primary public space for Symphony Park. Serving both Symphony Park residents and city visitors, Symphony Park provides a variety of spaces scaled to accommodate a range of events and uses. While the primary spaces will be monumentally scaled to achieve a civic quality, other spaces within the park will be organized to provide intimacy and solar comfort. Tree and architectural canopy, water and landscape will be used for cooling effects.

INTENT

A PEDESTRIAN SPACE One way vehicle circulation loops the north and south faces of Symphony Park, establishing a counterclockwise circulation that serves drop-off functions at the performing arts facility and minimizes the width of vehicular surfaces. By dividing traffic in this area, the park district is distinguished and made more pedestrian-friendly. The floor of the space may be treated consistently across pedestrian and vehicular surfaces in order to further accentuate the special nature of this civic space.

ACTIVE EDGES The park combines a set of large flexible open spaces with cool and intimate garden spaces that define its perimeter and allow people to gather and overlook the primary open spaces. The perimeter spaces also establish a promenade setting, allowing residents and guests the opportunity to stroll through a cool set of varied gardens, some of which may function as sculpture gardens.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 31
(See new park design to update concept design shown here)

PAGE 32

2.10 Symphony Park Avenue (Entrance)

A distinctive and urbane identity will be important to the arrival experience at Symphony Park, offering a first impression that is grand but welcoming. Landscape and building definition combine to announce the village as a dense and exciting place, but one that offers the appeal of comfortable park and garden spaces that define the public realm of the urban community.

INTENT

FIRST IMPRESSION The generous dimension of this street provides for functional vehicle movement, commits healthy pedestrian zones and allows views deep into the site. Both the Performing Arts Center and City Hall will be visible to drivers and pedestrians passing through this formal entrance to Symphony Park.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 33
(See new park design to update concept design shown here)

PAGE 34

2.11 West Bridger and West Carson Avenue

Great urban neighborhoods are defined by great streets. West Bridger and Carson Avenues rely upon an engaging relationship between ground-floor residential uses and the public streetscape. Here, the semi-public territory of the residence, defined by lobbies, building entries, stoops, patios and gardens are revealed to passersby as a means of activating the street and engaging residents in public life.

INTENT

NEIGHBORHOOD SCALE The sense of neighborhood is enhanced with a streetscape that is intimate, but comfortable to walk. Small gathering opportunities may be developed, e.g. where these streets meet Promenade Place. Solar influences result in an asymmetrical street section, apportioned to address objectives for summer shade and winter sun access.

CONTIGUITY As the extensions of Las Vegas' Bridger and Carson Streets, these streets provide local access and connections through this site. While service and parking garage access may be provided from these streets, curb cuts will be minimized, limited to selected locations.

ORNAMENT Decorative details that such as low garden rails and perennial plantings are appreciated by residents. The role of art in customizing these components may be explored.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 36

2.12 Street Extensions (Private)

These streets are organized as "T" intersections at the railroad interface, providing access to a service and fire access road which parallels the rail corridor. This service road will be integrated with parking garages which abut the rail.

INTENT

NEIGHBORHOOD PLACES As local streets, these streets may play a role as neighborhood places. Minimal through traffic may allow residents the opportunity to establish block party or other gatherings. As such, the streets are kept simple, but planned with a number of elements that humanize and give pedestrian scale to the street. Columnar trees are spaced to distinguish the space, and lights are suspended over the streets to further define the pedestrian scale.

ELEGANT TERMINUS A concrete court at the end of the street allows auto and fire truck turning radii, but also calls subtle attention to the area as a pedestrian space. Bollards, columnar trees and an architectural screen define and mitigate the rail edge of the space, providing an appealing terminus, and an opportunity for art.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 38

2.13 Symphony Park Forecourt

INTENT

WOW FACTOR An impressive palm grove envelopes an intimate fountain centerpiece, beckoning attention from passersby and offering a filtered view to the development beyond. While visually dramatic, this area is intended to be less active than Symphony Park, potentially offering a more contemplative experience for residents and visitors. Retail kiosks may be positioned along the Promenade edge, reinforcing the importance and continuity of that important pedestrian street.

REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).
(See new park design to update concept design shown here)

PAGE 39
2.14 Symphony Park East

INTENT

CELEBRATE THE ARTS The park will be infused with the energy and attributes of both performance and figurative arts. An informal outdoor performance zone can host scheduled or impromptu events that are linked with the performing arts facility. Sculpture gardens, sound and literary gardens and lyrical use of water may be considered. Night lighting will play an important role in complementing the drama of theatrical settings.

COMMUNITY GATHERING Green space will be important to urban residents in the heat of the desert. Opportunities for strolling, dog walking and informal play and recreation enhance the livability of the village. A promenade defines and frames the outer edge of the park. The promenade is punctuated by gardens and small gathering areas which overlook the primary open space.

SUSTAINABILITY Sustainable landscape practices will be developed both as a responsible practice and as an educational tool. These practices may include storm water control and cleaning, material reuse, photovoltaic power, drought-resistant landscape, and urban heat island reduction.

RETAIL DESTINATION Symphony Park has been developed as a street-fronting, outdoor-oriented retail destination. Retail uses at Symphony Park are planned to complement the street retail experience with a set of restaurant or other specialty kiosks, designed as a set of transparent, gem-like buildings in the park. These components may occur at each end of the park, overlooking the primary open space.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).
(See new park design to update concept design shown here)

PAGE 40
2.15 Gateway Plaza
Gateway Plaza establishes an important pedestrian connection between Symphony Park and downtown Las Vegas, linking the energy and activity of the Fremont Street Experience and Promenade Place. The plaza will also organize entertainment-related development in this area by acting as a forecourt and automobile drop-off.

INTENT

SCALE AND FUNCTION While the plaza may need to accommodate a significant number of automobiles, taxis and limousines, it should also be designed for pedestrian comfort and scale. Several opportunities exist in pursuing this objective. The streetscape at Grand Central Parkway should occur along the western side of the plaza as continuously as possible, interrupted only by one-way auto access and egress.
The perimeter of the plaza should be developed as a continuous pedestrian environment, with active ground-floor building uses, architectural shade structures, trees and other landscape, special paving and seating elements. And finally, a significant centerpiece focal point should mark the plaza as a special place in the city, scaled for visibility from both Fremont Street and Promenade Place. This component should be accessible to pedestrians, and may include art, water and landscape.

CONNECTIONS Pedestrian connections to Fremont Street will require a pedestrian bridge. The bridge presents an iconic opportunity to celebrate the crossing, establish a destination space, and offer upper-level building connections. A monumental stair, potentially accompanied by escalator and elevator service to accommodate handicapped and other users, should be designed integrally with the plaza. A shade structure is desirable in this area, and may be designed to complement the Fremont Street canopy. Cross-street connections to Promenade Place are equally important.

REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 41

2.16 The Crossing

A series of steps, plazas and terraces establish a destination-oriented railroad crossing for pedestrians. Water, landscape, shade structures and active building edges create a distinctive and comfortable set of public spaces.

INTENT

FRIENDLY GRADE TRANSITION On two levels, these plazas gain twenty-nine vertical feet to accommodate pedestrian circulation over the Union Pacific tracks, allowing connections to second- and third-floor building uses. A fifteen-foot intermediate level is positioned centrally to allow views across the tracks between Symphony Park and downtown. Two pedestrian bridges link the City Hall Plazas to The Crossing, framing an opening down to the railroad tracks below. Opportunities to view trains from a set of projecting perches may be developed. The train is an important component of the settlement of the west and should be celebrated.

CELEBRATED SPACE Water is used both as a linking device and to celebrate and accentuate the vertical dimensions of the crossing. Kiosks may be used for shade and as an extension of the retail environment organized within Symphony Park. Soft green spaces may be developed with rolling topography as relief from the pervasive hardscape nature of the city.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

PAGE 44

2.18 Site Maintenance

INTENT
To ensure that all landscape and hardscape areas remain healthy, attractive and safe.

REQUIRED

2.18.1
A maintenance plan, including ongoing tasks and replacement schedules shall be prepared by the overall project association manager for all landscape and hardscape areas that are part of the streetscape behind the curb. This plan shall include:
Litter pickup
Cleaning of surfaces
Mowing of turf
Weeding planting beds
Sweeping
Replacement of dead or dying plant material
Irrigation repair and adjustments
Repair and/or replacement of damaged or severely weathered paving, benches, and other streetscape elements, signage and light fixtures.

2.18.2
overall project association manager shall engage the services of qualified maintenance personnel to perform the described maintenance, upkeep and repair of all the items described above, in accordance with the maintenance plan.

2.18.3
Where there is an association for subcomponents of a project that are private, the sub or block association shall act in the same manner as above for its private areas not including the street edge hardscape and landscape.

PAGE 45

3

GENERAL SITE and BUILDING DESIGN STANDArds

The Standards in this section are applied throughout Symphony Park. Design Standards for signage, fenestration, awnings, parking structure design, parking structure wrapping, landscape materials, lighting and streetscape elements and many other features are individually discussed. Photos illustrate acceptable comparable approaches that will be considered. Standards are shown as one of three types:

REQUIRED These are the compulsory standards described by the word "shall," as in "shall be" or "shall do."

RECOMMENDED These standards are strongly encouraged and strongly enforced, although subject to negotiation and interpretation, and are indicated by the word "should" rather than "shall."

ACCEPTABLE These standards are permitted and encouraged, with minimal or no limitations.

PAGE 46

3.1 Urban Design Principles

There are a set of basic urban design principles that provide the foundation for all architectural design and site planning in Symphony Park. The detailed Design Standards that are illustrated in the later pages of this section are summarized here to illustrate how they work together to create lively mixed use districts. They consist of building and site concepts that illustrate:

A. BUILDING/STREET/PEDESTRIAN INTERACTION
B. BUILDING SETBACKS AND STREET WALLS
C. PEDESTRIAN SIDEWALK ZONES
D. ARCHITECTURAL EXPRESSION

A. BUILDING/STREET/PEDESTRIAN INTERACTION

The success of Symphony Park in its architectural design begins with the positive relationship of the building to the sidewalk. Definition of building corners, entries and storefront to the sidewalk are highlighted here.

1 – Emphasize Corners: The corners of the blocks should have special prominence in the form of towers, street walls along build-to lines at the back of the sidewalk. (see section 3.13 Building Articulation)

2 – Building Articulation/Setbacks: to create outdoor active use areas to enhance the pedestrian environment.

3 – Pedestrian Rooms: On the sidewalk, as zones where walkers can find a refuge, sit and rest or wait for someone. (see Chapter 2.0 Streetscape and Open Space)

4 – Building Entrances: Oriented to the street and pedestrian environment, often recessed

5 – Storefronts: Transparent, attractive fronts at pedestrian level. (see section 3.8 Storefront Design)

PAGE 47
3.1 Urban Design Principles

B. BUILDING SETBACKS AND STREET WALLS

Going vertically, the building composition frames a street room with human scale at the podium base of the building, combined with a strong vertical architectural statement above.

1 – First Floor Active Uses: Active engagement with the sidewalk and continuing first floor height (16-20') above. (see section 3.7 First Floor Heights)

2 – Street Wall Enclosure: Up to 35-40' above the sidewalk, to shape the urban space at a pedestrian scale.

3 – Eyes on the Street: Opportunities for balconies and visual connections to the sidewalk-level activities

4 – Podium Setback: To distinguish the first floor and floors immediately above, a recognizable setback will be established at the 80' level.

5 – Lower Tower Setback/Amenity Deck: The top of the podium will be articulated by the top of the residential townhouse units and the amenity deck.

6 – Tower Setback: The lower tower on blocks so designated should occur at the 150' level so that views from the taller towers are not blocked.

7 – Tower and Roof Articulation: The tower should have articulated facades approximately every 10 floors, topped with an articulated roof as a terminating element.

C. PEDESTRIAN SIDEWALK ZONES
The sidewalks have several roles to play in the creation of a lively, diverse street-level pedestrian environment. By creating zones for the building, pedestrian movement and relaxing, a positive sidewalk-building relationship can be set up.

1 – Building-Related Zone: Transparent storefronts with visually-exciting displays, shade for pedestrians at store entries and outdoor merchandise display space. (see section 3.8 Storefront Design)

2 – Pedestrian Movement Zone: Enough space for pedestrians to move freely along sidewalks, on visually pleasing and environmentally-friendly paving materials.

3 – Pedestrian Room/Amenity Zone: Space for pedestrians to stop, sit and relax, trees for shade, pedestrian lighting, pedestrian amenities, news stands and bike racks the pedestrian room/amenity zone provides a buffer between traffic and pedestrian movement zone. (See streetscape section for specifics)

D. ARCHITECTURAL EXPRESSION
Architectural creativity can produce many different specific architectural expressions for buildings in Symphony Park. Some of the design techniques that will have the most impact on the buildings are illustrated in the diagram.

1 – Transparency: Greatest area of transparent glass should be at street level at storefronts—less transparency at the tower level. (see section 3.5 Building Fenestration)

2 – Materials and Column Alignment: These elements integrate tower and podium.

3 – Landscape to Building Relationship: Shade the top parking deck, creating better views from surrounding towers.

PAGE 48

3.2 Arcades

INTENT
To provide shaded space on the north sides of streets in Symphony Park. These spaces may take the form of arcades, which are linear spaces, open to the sidewalk, defined by the building soffit, the storefront and the structural column line of the building.

REQUIRED

3.2.1 Arcade Design
Depth and height of arcades shall follow the proportions shown in the diagram. The width shall comfortably facilitate pedestrian movement, access and visibility of ground floor businesses, and complement building architecture. The depth of the arcade measured from storefront to the exterior face of the structure shall be no greater than 2/3 of the height from sidewalk to arcade ceiling. The minimum depth of an arcade shall be 8'-0", from storefront to the back face of the columns. The height of an arcade shall be 16'0"–20'0". (photo 3)

3.2.2 Rear of Arcades
The rear enclosing walls of arcades shall consist of storefronts which are transparent to people on the sidewalk. Arcade columns and opening proportions shall allow maximum unobstructed visibility into ground floor uses. (photo 1)

3.2.3 Arcade Depth
The arcade shall not unduly visually separate the retail frontage from the pedestrian traffic.

REQUIRED

3.2.4 Arcade / Building Coordination
The exterior face of the columns should continue the plane of the building above. (photo 2,4)

3.2.5 Arcade Coordination with Adjacent Sidewalk
Sidewalk paving in the arcade should be compatible in materials and design with the adjacent sidewalk. (photo 4)

RECOMMENDED

3.2.6 Location of Arcades
Arcades are allowed where they will enhance the pedestrian environment by providing protection from the Las Vegas afternoon summer sun. They are allowable on the north side of West Clark, Carson, Bridger and Symphony Park Avenues (east-west streets).

3.2.7 Arcade Uses

Use of the arcade may include outdoor dining and outdoor displays of merchandise, if these do not block access to the building.

PAGE 49

3.3 Exterior Building Materials and Finishes

INTENT

To enrich the urban village in its visual and tactile qualities with materials, finishes, detailing and techniques that are timeless, durable, satisfying and sustainable. To brand Symphony Park as a sophisticated urban environment which reflects its desert environment and climate with a high quality exterior expression.

REQUIRED

3.3.1 Material Compatibility
Regionally-appropriate and compatible materials shall be used. Materials and colors shall be compatible with the desert environment, with the intent of reducing reflected heat and glare into exterior public areas. (photo 2,3)

3.3.2 Material Visual Amenity
The materials shall convey a high level of visual amenity that is commensurate with the urban character of the urban village. (photo 6,7)

3.3.3 Material Quality
Establish a consistent and high level of quality that is durable and appropriate to pedestrian contact at the street level. (photo 3)

RECOMMENDED

3.3.4 Material Combinations and Scaling
Consistent, carefully detailed combinations of material that contribute to the architectural scaling of the buildings should be used. (photo 5)

ACCEPTABLE

3.3.5 Material Evolution
Allow the evolution of the development to include new technologies and materials that contribute to the neighborhood character and environmental sustainability; architectural methods and materials that are energy and resource-responsible.

UNACCEPTABLE MATERIALS
E.I.F.S. (Exterior Insulated Finish System) or stucco at the retail level or street level. (EIFS or stucco are acceptable above the retail level of the base or higher, as approved by the Design Review Committee.)
Untreated wood siding
Concrete masonry units
Ornate wrought iron
The Design Review Committee will review all materials and may find other materials inappropriate.

PAGE 50

3.4 Awnings, Canopies and Shading

INTENT

To enhance the pedestrian environment aesthetically and create shade and comfort on the sidewalks
To enhance the pedestrian experience and attractiveness of the area
To create a pedestrian environment with visual interest.

REQUIRED

3.4.1 Awning and Canopy Compatibility
Awnings or canopies shall be an integral part of the architectural design of the buildings to which they are attached and should be compatible with the building. (photo 3,8)

3.4.2 Awning and Canopy Positioning
Awnings or canopies shall be positioned so that signage and views to businesses are not obstructed and so that substantial shade is cast onto the sidewalk at critical times of daytime sun exposure. Fire Department access to upper stories of buildings must be considered in size and placement of awnings, canopies and shading devices. (photo 1,10)

3.4.3 Awning and Canopy Projection
Awning or canopy projections shall be a minimum of 6 feet and not project beyond the back of curb. They shall not project into the tree or street light zones of the sidewalk. (photo 1). Caution, combustible awning materials may require sprinklers."

3.4.4 Awning Materials
Awnings or canopies shall be permanent fixed structures on street faces of buildings. Awnings may be movable (adjustable) on patio or mid-block pedestrian way-facing building frontages. In the case of fixed awnings, durable, high quality permanent materials shall be used. In the case of movable awnings, durable and flexible materials shall be used. Caution: combustible awning materials may require sprinklers. (photo 2,3)

3.4.5 Signage on Awnings
Signage, lettering, logos or other graphics shall not be placed on awnings. (photo 7,9)

PAGE 51
3.4 Awnings, Canopies and Shading

RECOMMENDED

3.4.6 Awning Color
Awnings should be solid color. If not solid color, awning colors and patterns must be approved by the Design Review Committee. (photo 7,9)

3.4.7 Placement of Awning and Canopy Supports
Awnings or canopies may be supported on the sidewalk in a design that is compatible with the main building. If supported on the sidewalk, the column shall be placed in the amenity zone of the sidewalk, located to allow pedestrian movement and to avoid conflicts with streetscape elements. (photo 5,8,11)

3.4.8 Awning and Canopy Coordination
Awning and canopy placement should be coordinated with adjacent development along the Promenade so that a consistent line of awnings or canopies is projected along the street. (photo 6)

3.4.9 Awning Diversity
Diversity in design of the awnings or canopies from building and block to the next is encouraged to reinforce a rich urban environment, but shall be within limits of compatibility with the architecture and the streetscape concept of the street. Designs shall be approved only after review by the Design Review Committee. (photo 11)

PAGE 52
3.5 Building Fenestration

INTENT
To give buildings human scale and relationship to the public environment
To provide some ability to see the activity in the buildings by day and night
To reinforce the differences between residential and commercial structures and uses.

REQUIRED

3.5.1 Street-Level Fenestration
Transparent glass storefronts shall be used on open street-level facades in order to insure the visibility of active uses, and to provide a lighter, more detailed and human-scale architectural expression along the sidewalk. (photo 3)

3.5.2 Minimum Street-Level Fenestration
Commercial building facades fronting on public streets at storefront level shall be not less than 70% vision glazing. A greater proportion of glass is appropriate at the street level. (photo 1,3)

3.5.3 Glass Reflectivity
Transparency and reflectivity of glass shall insure visibility from the sidewalk and minimize the glare that would be produced by highly reflective glass. Clear, low E or slightly tinted glazing should be used. Clear glass shall have a reflectance rating not to exceed .18. No first surface reflective glass coatings shall be permitted. (photo 3)

3.5.4 All-Glass Buildings
All-glass buildings (on all sides) shall not be presented, except as part of a sustainable design strategy which results in improved building environmental performance.

RECOMMENDED

3.5.5 Solar Performance

Upper Level facades on different exposures should be designed to reflect their solar exposure and performance. (photo 2)

ACCEPTABLE

3.5.6 Opaque Glass
Minimal use of opaque glass is acceptable to continue glazing patterns in areas where screening of structure, utilities or uses is required.

PAGE 53
3.6 Amenity Decks

INTENT
To provide residential blocks with private, accessible and usable outdoor open space on the top levels of parking structures. To create short range views of open space and designed landscapes on tops of lower buildings from surrounding towers in Symphony Park.
REQUIRED

3.6.1 Amenity Deck Facilities
Amenity decks shall be developed with at least one of several spaces and facilities useful to the residents of the block: tennis or other sports courts, swimming pools, changing rooms and ancillary facilities, landscaped areas, seating with shade and other similar facilities.

RECOMMENDED

3.6.2 Amenity Deck Microclimates
Amenity decks should be developed to provide at least partial shade at least part of every day during the hot portion of the year.

3.6.3 Views From Decks
Amenity decks should be designed with views of surrounding buildings in mind, as a branding and identity feature.

3.6.4 Size and Location
The developer should provide landscaped decks and/or other shade solutions on parking structures over at least half of the area of a parking structure. This deck shall hide parking to the extent possible, while creating shade for parked vehicles. The location of amenity decks will depend to some extent on the locations of towers and other structures.

PAGE 54
3.7 First Floor Heights

INTENT
To provide ground level building spaces that can house retail and restaurant uses with consistent building heights.
To create a lively pedestrian ambiance on the commercial streets.
To be flexible in housing alternative short-term ground floor uses.
REQUIRED

3.7.1 First Floor Heights
Consistent street level storefront heights of a minimum of 16'–20' shall be developed around each block. This height shall accommodate retail and restaurant uses. (photo 3,4,6)

RECOMMENDED

3.7.2 First Floor Architectural Elements and Scaling
Building facades should provide elements of architectural scale and proportion that relate to the storefront height, the overall building scale and the human scale of the pedestrian environment. (photo 1,2,5,7)

PAGE 55
3.8 Storefront Design

INTENT
To create individualized, attention-getting, well-designed showcases for shops and restaurants as a draw and amenity to Symphony Park.
To stimulate a high level of retail activity on the Promenade and other retail streets.

REQUIRED

3.8.1 Storefront Design
Storefronts and entrances shall support and enhance the pedestrian-oriented environment while giving identity to buildings and uses therein. (photo 1,2,3)

3.8.2 Storefront Entries
Storefront entry thresholds shall be at the adjacent sidewalk pavement level to facilitate shopper and visitor access. Entries should be closely spaced, and storefronts continuous to encourage continuous shopper and pedestrian movement. (photo 3)

3.8.3 Storefront Special Doors
Folding storefront doors, security devices and overhead rolling grilles shall be fully integrated into the storefront architecture and shall be hidden behind glazing and wall surfaces.

3.8.4 Building Entries
Building entries shall be recessed into storefronts where the storefronts face the street (typical condition).

RECOMMENDED

3.8.5 Storefront Scaling
Storefronts should be comfortably scaled and well-detailed to help break down the large façade of the building into smaller units. Large, unbroken surfaces are not recommended unless that is a design feature. Surfaces should be divided by mullions, awnings, signage, decorative elements and other devices. (photo 3)

3.8.6 Storefront Alignment
Storefronts should be aligned with the building build-to line, with exceptions for setback zones for outdoor seating. In no case shall the storefront extend into the sidewalk right-of way, except for overhead signage and awnings. (photo 1)

3.8.7 Storefront Facades
Facades should present a pattern of architectural variety through modulation of the wall plane, detailing, color, texture and materials. (photo 2)

3.8.8 Storefront Variety
A variety of storefront designs should predominate over a uniform series of storefronts. The objective is to create visually interesting and compelling environment that is expressive of the individual businesses along the street. Many small storefront units are preferable to a few long storefront units. (photo 2)

3.8.9 Opening to sidewalk
Accommodating the Las Vegas climate, storefronts and restaurant fronts should incorporate systems such as folding doors, folding glazing units, overhead doors and other devices to open the interiors more completely to the sidewalk. This is especially important on the Promenade.

PAGE 56

3.9 360 Degree Architecture

INTENT
To create an urban environment that is pleasing visually from all points of view, creating value for adjacent properties and for Symphony Park as a whole.

REQUIRED

3.9.1 360 Degree Design
All sides of a structure shall exhibit design continuity. There shall be no unimproved side to a structure. *(Ref: Las Vegas Commercial Development Standards Title 19.08.050).* (photo 1)

3.9.2 Primary Facade Design
Buildings shall relate to all orientations with high quality materials and details as described elsewhere in this section. All sides of a building shall have a design approach that makes them worthy to be a primary façade. (photo 3,4)

RECOMMENDED

3.9.4 Solar Consideration
Differing architectural design strategies should be incorporated for different solar and climatic orientation, and views. *See Section 3.1.6 on Solar Orientation.* (photo 2)

ACCEPTABLE

3.9.5 360 Degree Exceptions
Early phase buildings which will have later phase buildings abutting them may have building faces that are without fenestration or other primary façade design features. However, these building faces should incorporate some design features which will provide visual interest until such abutting building is built.

3.9.6 Parking / Building Relationships
Sides of a structure that directly abut a parking structure are exempt from this standard, at the places where the building and parking structure abut each other. Above the parking structure, the standards above apply.

PAGE 57

3.10 Roofs

INTENT
To make a positive contribution to the downtown skyline by visually terminating tower buildings with articulation which will help in reinforcing the spirit of Symphony Park.
To create opportunities for rooftop open space, minimizing the heat island effect.

REQUIRED

3.10.1 Rooftop / Building Systems
All rooftop building systems shall be incorporated into the building form in a manner integral to the building architectural form and material. (photo 1,4,5)

3.10.2 Mechanical / Communication Systems
All mechanical, electrical and communications systems shall be completely screened from view from surrounding streets, highways and other buildings with elements equal to or greater than the height of the equipment. (photo 1,4,5)

RECOMMENDED

3.10.3 Flat Roofs
Flat roofs and unarticulated building tops should be avoided, except for required heli pad or other code-required flat surfaces and rooftop open space on the upper base buildings. Roofs should be expressive of the spirit of Symphony Park, celebrative and honest expressions of the building's architecture.

3.10.4 Roof Form
Building roof forms should respect the context in which they are viewed, in terms of height, proportions, and views of the building from other buildings, especially the views from higher buildings. (photo 3)

3.10.5 Tower Roof Form
Building tops for Towers with architectural silhouettes which add definition to the skyline, with consideration given for views from buildings around the building in question, not only in elevation are encouraged. (photo 6,7)

PAGE 58

3.11 Parking Structure Design and Concealment

INTENT
To enhance the image and identity of Symphony Park through design of high quality parking facilities
To make parking a positive experience for all Symphony Park visitors, employees and residents
To minimize the visual and noise impact of parking structures
To enhance the quality and pedestrian experience of the Symphony Park streets.
To continue the active street front uses and minimize the visual and functional impact of parking, through wrapping active uses around parking structures

REQUIRED

3.11.1 Sloping Floors
Sloping floors of parking structure ramps shall not be exposed to public view from outside the structure.

3.11.2 Parking Impacts
Minimize the impact of vehicle noise, headlights, lighting and mechanical systems associated with parking facilities. These impacts shall be reduced by:
Keeping parking structures to the interior of the blocks wherever possible, hidden from view of the public right-of-way.
Using cutoff light fixtures to avoid direct light source views from public right-of-way and adjacent buildings. Exteriors of parking structures shall not be lit.

Screening mechanical systems from sight lines from public rights-of-way and adjacent buildings.
Screening headlights of cars from public rights-of-way and adjacent buildings.

3.11.3 Parking Structure Facades
Where parking structure facades are exposed, an architectural treatment shall be applied either expressing individual building fenestration, or a very contemporary architectural expression. Facades may also be screened by a variety of translucent architectural screen materials. Where parking structures separate towers and street level development the facade of the parking garage shall be treated as and occupied building space extending the architectural treatments from the tower or podium down to street level (see alternative 4 on page 60). (photo 1,2,3,4,5,9)

3.11.4 Wrapping Parking
Space and interest to the street shall be created by wrapping parking with retail, office and residential uses, and avoiding large blank walls or parking next to the street level sidewalk. (6,7)

PAGE 59
3.11 Parking Structure Design and Concealment

3.11.5 Garage Mass
Articulation in the wrapping facades shall occur both vertically and horizontally to break up mass and conceal parked cars from view from adjoining public space. (photo 10)

3.11.6 Visual Impacts
Use architecturally compatible finish materials and details with surrounding buildings and uses to minimize the negative visual impacts of parking lots and parking structures. (photo 3,5)

3.11.7 Solar Reflectance Index
A solar reflectance index (SRI) of a minimum of 29 for roofs (or shading) associated with parking will be required.

RECOMMENDED

3.11.8 Sight Lines
Parking must be screened or disguised with walls that emulate fenestration, or other architectural treatment to minimize the visual impact of the parking spaces or where parking spaces may be visible from the street from some angles. (photo 3.6)

3.11.9 Ground Floors
Create a walkable pedestrian-scaled neighborhood. Provide active pedestrian-oriented public uses on street-facing ground floors of parking structures where required by these criteria.

PAGE 60
3.12 Building-Parking Relationships

INTENT
To create positive relationships between parking structures and the spaces or buildings they abut.
To enhance the value ***of adjacent buildings and to create a more efficient site, maximizing parking and other uses.***

REQUIRED

3.12.1 Parking Noise and Vibration Mitigation
Structures Abutting Other Buildings: When structures directly abut inhabited buildings, in addition to the building code requirements for separation of uses, due care shall be taken to minimize transmission of noise and vibration from the parking structure to the other buildings, by acoustically isolating the structures from each other.

3.12.2 Parking Exposure to Open Space
Structures Adjacent to Open Spaces: Where structures are adjacent to interior open spaces, visibility of the structures must be a factor in design of the structures. The finishes and materials must meet the quality of the streetscape and landscape in the open spaces, walkways or courtyards.

3.12.3 Ventilation
Ventilation exhaust of parking structures shall not be directly into these open spaces, and the noise from fans and blowers shall be insulated from these spaces.

3.12.4 Lighting
Parking structure lighting sources must be shielded from visibility from the ground floor level of these structures, and from buildings directly across from the parking structures.

3.12.5 Amenity Decks
Amenity decks and other shading devices shall be developed on the top levels of all parking structures adjacent to residential uses.

ACCEPTABLE

3.12.6 Roof Design
Portions of decks may be developed as usable outdoor areas and portions may be developed as open roofs. Some top level parking may be visible from adjacent buildings.

Alternative Relationships of Parking Structures and Buildings
Typical blocks in Symphony Park have parking structures surrounded by office and residential buildings, usually with retail space on the ground floor. There are several different ways to approach the relationships of these use types.

Each of them achieves the goal of having active ground floor uses, a multi-level parking structure and an office or retail building above. These alternatives are shown here:

1. Building separated from parking structure by 30-40'-wide (variable) covered or enclosed atrium. Lower level building windows face into the atrium between the building and the parking structure. Retail uses can open to the atrium as well as the street.

2. Building separated from parking structure by 30-40'-wide (variable) open space. Lower level building windows face onto the open space between the building and the parking structure. Retail uses can open both ways.

3. Building built partially over the parking structure, with the lower building levels as half-floors, facing the street. An atrium or pedestrian passage separates the retail space from the parking structure.

4. Building built over the parking structure, with an elevator/ service core connected to the ground level. Retail space is tucked into the parking structure at the ground floor. Facade of parking structure shall be treated as and occupied building space above ground level retail space.

5. Building built immediately adjacent to the parking structure, with a pedestrian passage right behind the ground floor retail space. The lower floors of the building have fire separation from the parking structure, and no windows on that side until the building rises above the parking structure.

PAGE 61
3.13 Articulation

INTENT
To provide interesting and comfortable scale relationships of buildings through modulation of building massing—both surfaces and forms—contrasts in form, color and materials.

REQUIRED

3.13.1 Street Wall Requirements
Street walls shall include at least two variations in wall placement per 100 linear feet of street frontage. On the Promenade, this variation is only applicable at upper levels of the buildings facing the Promenade. Variations shall not be less than three feet in depth or projection and not less than four stories in height. These shall include variations in wall plane and building height. (photo 1)

3.13.2 Building Scale
The scale of taller buildings should be broken down by mixing materials, colors, textures and details in addition to the above variations. Variation in building scale shall relate to the scale and function of pedestrian-oriented uses along the street, and shall be integral with the building form and construction. (photo 4)

RECOMMENDED

3.13.3 Facade Variation
Facade variations should relate to the dimensions of room sizes, residential units and/or structural modules. Variations should emphasize primary building entries, important corners or significant architectural features. Building projections may extend beyond the build-to line up to 3'-0" but not impact the build-to line at ground level. (photo 3)

3.13.4 Balconies and Terraces
Balconies and terraces should be incorporated into vertical and horizontal shifts in building massing where possible. Balconies above the first retail floor may extend beyond the build-to line up to 6'-0". (photo 1)

3.13.5 Structural Elements
Building structural elements such as floors and columns, and fenestration should be articulated through changes in plane, use of decorative and functional elements such as sills, lintels, muntins, pilasters, piers, and other elements. (photo 3)

3.13.6 Building Corners
Building corners at street intersections should be enhanced through special corner treatments such as towers, special roof shapes and taller building sections. (photo 5)

3.14.7 Setbacks by Height
Setbacks and horizontal tower articulation should be introduced beginning at the 150' height and every 10 floors to the top of the building.

PAGE 62

3.14 Solar Access and Shading

INTENT
To provide a comfortable and safe indoor and outdoor environment by managing solar access and shading through architectural design of buildings and the urban design framework of streets.

REQUIRED

3.14.1 Providing Microclimates
Building heights shall take advantage of solar orientation, and shall create comfortable micro climates at the street level that protect from prevailing winds, afford summer shade and winter sunshine.

3.14.2 Shading Pedestrians
Buildings and pedestrian ways on the north sides of streets shall be protected by awnings and/or arcades along 75% of the length of the sidewalk to provide options for walking in the shade. (photo 3)

3.14.3 Shading Submittal Requirements
Solar shading diagrams indicating solar shading and access through architectural design shall be submitted for review by the Design Review Committee.

RECOMMENDED

3.14.4 Building Orientation
Building orientation, height and bulk should provide for sun to reach the ground, neighboring buildings and other pedestrian levels in cold weather. (photo 1)

3.14.5 Minimizing Heat Gain
Building orientation should respect the climatic conditions by minimizing heat gain and considering the impact of shade on adjacent land uses and areas.

3.14.6 Facade Treatment
The façade treatment should be unique to the solar orientation; the south and west facades should be more opaque with a punched window expression (or louvered and screened), and the east and north facades should have more lightness and greater expanses of glass. See the section on Fenestration.

3.14.7 Protection Building Entries
Building entries should be sun-protected.

3.14.8 Facade / Building Articulation
A high degree of building articulation will provide more opportunities for shading external building spaces (such as rooftop courtyards) with external building features such as overhangs, balconies, shading devices, etc. (photo 1,4,5)

PAGE 63

3.15 Solar Orientation

INTENT
To create environmentally responsive and responsible buildings with respect to solar orientation
To create comfortable site conditions for everyone using outdoor spaces.
In this section, standards for solar orientation and shading relate to the external performance of the building with respect to its site, the public right-of-way, and neighboring buildings.

REQUIRED

3.15.1 Year-round Solar Orientation
Buildings shall create comfortable micro-climates for all four seasons, minimizing or blocking uncomfortable winter winds and maximizing beneficial summer shading and air circulation. Building designs should include protected spaces and pathways to enable comfortable year-round use by visitors and residents. (photo 1,2)

3.15.2 Material Reflectivity
Buildings shall not contain gold glass or other highly reflective or mirrored glass which reflects excessive solar heat and light onto the site, other buildings or onto the public right-of-way.

3.15.3 Shading Cross Streets and The Promenade Place
Buildings on the south side of the cross streets shall shade the sidewalks and landscaped areas on the south sides of those streets. They shall do this with their height and setbacks. Buildings on the west side of the Promenade shall shade the Promenade from noon through the afternoon during the hottest part of the year. (photo 1)

3.15.4 Winter Shade
Buildings should minimize the impact of winter shade on adjacent buildings, to the extent possible.

RECOMMENDED

3.15.6 South / West Sun Protection
East, south and west faces of buildings which face the sidewalk should have sun protection in the form of awnings and/or canopies. See the section on Awnings, Canopies and Shading. (photo 3)

ACCEPTABLE

3.15.7 Arcades
Arcades are permitted on the north sides of the cross streets, to provide shade on the north sides of these streets. See the section on Arcades.

PAGE 64

3.16 Building and Site Signage

INTENT
To provide clear identification of businesses and buildings
To add visual interest and delight to Symphony Park
To maintain a pleasing visual relationship between the function of identification and the architecture of Symphony Park

REQUIRED

3.16.1 All signs, regardless of section, will need to have the approval of the Design Review Committee.

3.16.2 Relationship to Las Vegas Zoning Code
The design, installation and maintenance of all signs shall be in conformance with Las Vegas Zoning Code Chapter 19.14 SIGN STANDARDS, as revised and amended, except as noted in this section of the Symphony Park Design Standards.

3.16.3 Reviewing and Approving Body
The approving body shall be the Symphony Park Design Review Committee, described on page 104. The Design Review Committee shall be referred to instead of "the City" or "the Department" or "the Director" (of Planning).
Each section of the Sign Standards is noted herein, with a notation of the adoption of the section in the Design Standards (meaning it is required), the deletion of certain sections (meaning this section is not required), or the revision of each section (by text in this Standards document).

3.16. 4 Required Zoning Code Sections
19.14.010 Conformance and Purpose
19.14.020 General Requirements
19.14.030 Exempt and Prohibited Signs
19.14.050 Signs Allowed in All Districts Except as Limited
19.14.090 Only paragraphs B, F, G and H are acceptable
19.14.110 Signs in Public Rights-of-Way
19.14.120 Certificates and Permits
19.14.130 Master Sign Plan
There shall be a master sign plan for each block identifying signage for each building and business
19.14.140 Certain Illegal and Abandoned Signs
19.14.150 Appeal

19.14.160 Nonconforming Signs
19.14.170 Violations, Remedies, Penalties
19.14.180 Illustrations

3.16.5 Deleted Zoning Code Sections (items not permitted unless by reference in Design Standards).
19.14.040 Signs Permitted Without a Certificate
19.14.070 Residential Protection Standards
19.14.080 Historic Signs
19.14.100 Off-Premise Signs
19.14.110 Signs in Public Right-of-Way

PAGE 65
3.16 Building and Site Signage

3.16.6 Dimensional and Other Standards for Symphony Park
Section19.14.060 of the Las Vegas Zoning Code is replaced by this section of the Design Standards for Symphony Park, as described herein. Signs not mentioned in this section are not permitted.
5.A ARCADE SIGNS
One business per entrance, 8 SF, min. ht. 8', external illumination
5.B AWNING SIGNS
No awning signs shall be permitted
5.C CANOPY SIGNS
One sign per canopy, 25% of area of face of canopy, internal or external illumination
5.D FREESTANDING SIGNS
No freestanding signs outside the building except parking and traffic directionals shall be permitted
5.E MONUMENT SIGNS
One per street frontage, 75 SF per sign, 10' high, on or behind build-to line, internal or external illumination
5.F PROJECTING SIGNS
One per entrance, 32 SF, height of first floor, 8' minimum ht., maximum 8' projection from building face
5.G WALL SIGNS
One per building face, 2% of building wall area for building, 1% maximum for building tenant, one tenant per building, may project to no closer than 2' below top of parapet, 4' projection, internal or external illumination
5.H WINDOW SIGNS
No window signs shall be permitted except for minor tenant information such as hours of operation or emergency contact info.
5.I MARQUEE SIGNS
One per building elevation, 20% of building elevation, may extend to 2' below top of parapet and over sidewalk to 5' back of curb, min. ht. 8'
5.J CONSTRUCTION AND REAL ESTATE SIGNS
Temporary construction and real estate signs are permitted on the same site as the approved development and on the construction fence subject to the provisions of the Downtown Centennial Plan and SP-DRC approval.
5.K DIRECTORY/DIRECTIONAL SIGNS
Freestanding or building mounted tenant or use directory or directional signs are only permitted inside the building line, at a maximum of 8 feet high, and subject to SP-DRC approval.
5.JL ROOF SIGNS
No roof signs are permitted.

PAGE 66
3.17 Building Lighting

INTENT
To provide illumination that complements the urban nature of Symphony Park
To provide aesthetic appeal and safety, promoting comfortable, safe pedestrian activity at night
To distinguish Symphony Park from the largely externally illuminated and bright night-time environment of The Strip

REQUIRED

3.17.1 Adjacent Property
Building lighting shall be shielded such that the light source is not directly visible from adjacent properties or the public rights-of-way. (photo 1,2)

3.17.2 Light Color
Light sources shall be color-correct types such as highpressure sodium and metal halide. Light types of limited spectral emission, such as low pressure sodium or mercury vapor lights are prohibited.

3.17.3 Lighting Levels

Minimum external building lighting levels at main building entries and stairs are 5.0 footcandles, and at loading docks, 15.0 footcandles.

3.17.4 Pole Mounted Fixtures
Site pole-mounted light fixtures shall not be used to illuminate buildings.

RECOMMENDED

3.17.5 Internal Building Lighting
Internal building lighting should be emphasized. External building lighting should provide definition of building massing and features such as entries. Light will be seen through windows, indicative of an urban, mixed use downtown. (photo 5,6)

3.17.6 Night Sky Preservation
Impact of building lighting on the night sky should be minimized where possible with cutoff and downward facing fixtures. (photo 2)

3.17.7 Lighting Fixtures
The emphasis on building lighting should be on the lighting effect, rather than on the fixtures as visible elements. (photo 4)

3.17.8 Lighting Power Consumption
All external lighting should be designed and located to reduce power consumption to its lowest practical level. Among the techniques to achieve this include: automatic shutoff after certain times of the early morning and daylight hours, switching localized for individual control, and avoidance of over-illumination on buildings.

ACCEPTABLE

3.17.9 Accent Lighting
Accent lighting of building entries or features is permitted.

3.17.10 Neon Lighting
Neon lighting is subject to review and approval by the Design Review Committee.

3.17.11 Prohibited Lighting Types:
Blinking, flashing or changing intensity lighting, except for temporary holiday displays
Any fixed light that produces incident or reflected light that is disturbing to the operator of a motor vehicle.
Any light that may be confused with a traffic control device.
Beacon or search light, except as a one-time event feature.

PAGE 67

3.18 Building and Site Security

INTENT
To protect the occupants of buildings from death and injury and to limit damage to buildings and their contents from hostile acts, while maintaining a desirable aesthetic for both buildings and sites (transparent design).
Three types of measures are listed; all are acceptable and recommended, none are required. The sole requirement is that all measures designed into buildings or the site not be primarily identifiable as security measures.

3.18.1 Site Security
Provide emergency communication required by the City of Las Vegas ordinance and CCTV surveillance of key areas, with communication link to metro.
Protect vulnerable areas with security measures such as alarms, card readers and cameras (photo 3,5)
Introduce appropriate levels of lighting to create a safe, comfortable environment without over lighting
Maintain lines of sight to parking lots, public areas and structures from adjacent buildings
Limit entrances into publicly-accessible buildings, especially after hours
Provide emergency call stations
Provide redundant utility systems to support life safety and rescue functions

3.18.2 Airborne Contaminants
Locate outside air intakes above ground level to prevent public access
Prevent public access to building roofs and to mechanical equipment on roofs
Secure return air grilles to prevent public access
Install HVAC control options with energy management and control to regulate airflow and pressures within the buildings
Isolate lobbies, mail rooms, loading docks and storage areas where quantities of contaminants may enter

Install air quality monitors to detect chemical, biological or radioactive substances and control air distribution
Install high efficiency building filtration systems to reduce consequences of release of toxic airborne material

3.18.3 Blast Mitigation
Utilize pavement, planter, bench, bollard and other street furniture designs that are structural barriers to unauthorized vehicles while providing visually appealing streetscape elements (photo 1,4,6)
Provide helicopter landing pads and rooftop emergency exits to allow alternative evacuation routes as required by the Building Code. photo 2)
Building design should incorporate flexible frames, blast-resistant materials, including interior materials and assemblies that protect building occupants from blast effects
Provide wall assemblies sufficient to protect utility and communications systems

PAGE 68

3.19 Storage, Equipment, Loading and Screening

INTENT
To minimize the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.

3.19.1 Storage, Equipment and Loading Visibility
Loading docks, trash storage, service courts and mechanical equipment shall not be visible from public rights-of-way. (photo 5)

3.19.2 Screening and Buffering
Loading docks, trash storage, service courts and mechanical equipment shall be screened and/or buffered by a combination of walls, screens, louvers and/or other features which are integrated with the architecture of the buildings. (photo 1,4)

3.19.3 Parapet Profiles
Parapet profiles shall, at a minimum, equal the height of adjacent rooftop equipment and all mechanical and utility equipment (e.g., ducts, vents, fans, condensers, etc.) The inside of the parapet should be painted in colors compatible with the color of the roof. (photo 4)

3.19.4 Ground Mounted Utilities
Meters, electrical cabinets, transformers and switchgear shall be located within the building they serve. Ground-mounted utility vaults and detector check valves should be screened with landscape or incorporated into trash enclosures or street furniture elements.

RECOMMENDED

3.19.5 Enclosure / Screening
All permitted uses and their resulting products which are not required to be contained entirely within a fully-enclosed structure should be screened from view from streets and neighboring properties. (photo 5)

3.19.6 Area Drainage
Courtyard and areaways should be graded to catch and retain runoff and spills from vehicles, trash or other storage and operations in order to minimize runoff onto sidewalks, gutters and streets and paved surfaces.

3.19.7 Loading Area Circulation
Circulation and parking for service areas shall not disrupt the normal flow of on-street traffic. Off-street loading areas should be designed to include adequate space for ingress, egress and maneuvering.

ACCEPTABLE

3.19.8 Roof Utility Screening
Antennas, including but not limited to earth satellite stations, are permitted with specific approval of the Design Review Committee. Locations of antennas shall minimize their impact on the appearance of the immediate area. Antennas should be properly screened from public view and nearby taller buildings. (photo 4)

3.19.9 Ground Level Screening
Ground level screening may be provided by landscaping or landscaping in combination with walls, if it results in complete visual screening.

PAGE 69

4
CHARACTER of the BLOCKS

Each parcel and block is a unique opportunity to make a contribution toward the character of the high density, mixed use Symphony Park urban neighborhood. To succeed, each of the blocks must apply the design standards and intents of the standards described in Sections 1 through 3.

The specific applications of each design standard to each block from A through Q are described in three ways on facing pages for each block:

Design Standard Description Text description of each block, including the expected program, open space, vehicle access, view corridors, open space, and many other factors are briefly described.

Parcel Plan A parcel plan diagram for each block shows the plan view annotated with several graphic icons that represent various design directions that are generated by the Master Plan. Items such as lobby location options, permitted exposure of parking structures, active street frontages, tower location, open space and other desired features of each block are shown at their points of application.

Three Dimensional Model A perspective exploded view illustrates the relationships of the layers of the block to each other, and represents a building height and massing that corresponds to the program expected for each block. This view begins with subterranean parking, proceeds upward through street-level retail, town homes and podium parking, and topped in many cases by towers with view corridors and height recommendations. The Sketch up drawings that are the basis of these models are available to the applicant.

PAGE 70

4.1 Character of the Blocks

A2 – West Clark Avenue Entry

Objective:

This parcel has the important function of providing the first view of Symphony Park for people arriving from the south and a backdrop to the Lou Ruvo Alzheimer's Center. The buildings form part of the gateway into the site on West Clark Avenue and they also form an access courtyard between the Ruvo Center and the office buildings on West Clark Avenue. These buildings may have parking below the new buildings. This site may also be built out as a single building with parking above grade but fully screened.

Target Program
Office 300,000 SF
Parking 800 spaces below grade and levels 3-8
Note:|

A1 is the adjacent site, accommodating the Lou Ruvo Brain Institute with no parking on the site, this site is to accommodate all of the parking for A1.
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

A2.1 Pedestrian Circulation
Walkways are required from West Clark Avenue to the Lou Ruvo Center and from the Promenade Place to the Center. If the building is built as a single building, a pedestrian entrance shall still be provided through the building to visually connect West Clark Avenue to the Lou Ruvo Alzheimer's' Center.

A2.2 Active Frontages
Active street frontages are required on this site at the intersection of West Clark Avenue and Promenade Place and Grand Central Parkway. Commercial uses should front on West Clark Avenue or the walkway leading south from it or Promenade Place.

A2.3 Parking Access
Entries to parking may only be located on Grand Central Parkway and the Promenade Place. Both of these drives must meet in front of the Lou Ruvo Alzheimer's' Center in a courtyard which will serve all the buildings on this block.

A2.4 Open Space and Amenities
The space around the Lou Ruvo Center is to be kept open for optimum views of the building. An auto access courtyard in the center of the parcel will focus all three buildings on a central plaza area.

A2.5 Tower Locations
Two towers can be located on either side of the north-south walkway, symmetrically framing the entrance to the Lou Ruvo Alzheimer's' Center. A single tower may be located at the Grand Central Parkway corner or Symphony Promenade Place Corner.

A2.6 Build-To Lines and Setbacks

Setback zones are allowed facing Promenade Place and on Grand Central Parkway. An open space is required at the intersection of West Clark Avenue and Promenade Place. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

A2.7 View Corridor
A wide view dual access corridor shall be kept open from West Clark Avenue to the Lou Ruvo Alzheimer's Center. In the case of one building, clear views must be maintained through the lobby at ground level.

A2.8 Concealed and Exposed Parking
Parking structures above grade to all center shall not be exposed to any views except along Grand Central Parkway. If above grade, structures shall appear to be office uses.

A2.9 Tower Height
Building heights for two towers should be equal. Buildings are expected to be approximately 13 stories.
NOTE : One tower may be built on the site rather than the pair shown. Final building heights will be subject to review and approval by the Design Review Committee.

A2.10 Courtyard
Through access from Grand Central Parkway to the Promenade shall be limited to emergency vehicles only, controlled by a physical means to be determined.
The courtyard is to be approximately 100' x 100', and is to be a combined auto drop-off and pedestrian courtyard.
Parking in the courtyard shall not be permitted except for drop-off.
Parking and service access shall be as close as practical to Grand Central Parkway and Promenade Place.
Grading in plaza shall be established to eliminate curbs in this area.
The courtyard shall be landscaped to characterize the space as primarily a pedestrian and drop-off space.
Limitations on delivery times for the buildings on A1 and A2 should be explored to minimize conflicts between the drives and the courtyard/drop-off.

PAGE 72

4.2 Character of the Blocks

B – West Clark Avenue/Discovery Symphony Park Avenue

Objective:
This parcel forms the northern half of the gateway from Grand Central Parkway onto West Clark Avenue, and at its north end, it is also half of the gateway into Symphony Park from Symphony Park Avenue. It fronts along The Promenade Place, and has active retail on its east street front. Its uses are primarily office space and retail. It forms the entry to the Symphony Park Civic Axis along Symphony Park Avenue.

Program Shown
Residential 282 units
Office 331,500 SF
Retail 49,670 SF
Parking 2350 spaces

Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by- case basis.

B.1 Pedestrian Circulation
The major pedestrian movement is along The Promenade Place and the Civic Axis adjacent to Symphony Park.
No pedestrian walkways are required within the site.

B.2 Active Frontages
Active uses shall be located on the north end of the Grand Central Parkway frontage, extending along the Civic Axis, wrapping around the corner to Promenade Place.

B.3 Tower Locations
Two towers shall be located on the block at the north and south ends of the parcel.

B.4 Build-To Lines and Setbacks
Setback zones are allowed facing Grand Central Parkway and along West Clark Avenue. Build-to lines shall be maintained on Symphony Park Avenue, wrapping around to Grand Central Parkway and Promenade Place. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

B.5 Parking Access

Parking access may be brought in from Grand Central Parkway, Promenade Place, West Clark Avenue and one point only on Symphony Park to structured parking between the office buildings.

B.6 Concealed and Exposed Parking
Parking shall not be exposed except along portions of Grand Central Parkway. Along other frontages of the parcel, parking shall be wrapped with active uses, office uses or residential units.

B.7 Open Space and Amenities
An open space shall be developed in front of the lobby entrance on the north side of T 2.

B.8 Base of Towers
The two towers will appear to begin at ground level on the corners of the walkway at West Clark Avenue, and on Promenade Place.

B.9 Tower Height
There is no maximum height of towers T 1 and T 2. The lower tower is to be no more than 150'.

PAGE 74

4.3 Character of the Blocks

C – West Symphony Park Avenue North Side Entry

Objective:
Parcel C is the northern half of the gateway into the site from Grand Central Parkway. The parcel's uses are primarily residential and retail, and it forms a part of the street wall definition of Symphony Park at the entry into the public space.

Program Shown
Residential 593 units
Retail 27,790 SF
Parking 1082 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

C.1 Pedestrian Circulation
The major pedestrian movement is along The Promenade Place and the Civic Axis adjacent to Union Symphony Park.
No pedestrian walkways are required within the site.

C.2 Active Frontages
Active street frontages shall be developed along Symphony Park Avenue and Promenade Place, potentially wrapping around the corner on West Bridger Avenue.

C.3 Tower Locations
Two towers shall be located on the north and south sides of the site. The southern tower (T1) shall be set back an equivalent distance from Discovery Drive as the northern tower (T2) on Parcel B. The northern tower is not required to set back, but may be set back within the setback zone.

C.4 Build-To Lines and Setbacks
Setback zones are allowed facing Promenade Place and on Grand Central Parkway. Build-to lines must be maintained on the Symphony Park Avenue corners of the site. Minor setbacks are allowed on Symphony Park Avenue, but the majority of the street wall shall be at the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

C.5 Parking Access
Parking access shall only be brought in from Grand Central Parkway, West Bridger Avenue and Symphony Park Avenue. Parking is in a structure adjacent to and under the office buildings.

C.6 Concealed and Exposed Parking
The parking structure shall not be exposed except on a portion of Grand Central Parkway. On other frontages, parking shall be wrapped with active uses and residential units.

C.7 Open Space and Amenities
An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

C.8 Base of Towers

The two towers will have their bases sitting on a podium level behind lower residential units.

C.9 Axes and Views
The two towers shall be positioned so that sites to the east have views to the west between them, and that the towers have views past each other.
C.10 Tower Height
Lower tower height is limited to 150'. There is no maximum tower height for T 1 and T 2.

PAGE 76

4.4 Character of the Blocks

D – Grand Central Block (North of C)

Objective:
This parcel fronts on Grand Central Parkway and The Promenade Place, as well as two east-west neighborhood streets. Its primary role is to be a residential parcel as part of the neighborhood, as well as part of Promenade Place's street front retail frontage.

Program Shown
Residential 328 units
Retail 11,960 SF
Parking 791 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case by- case basis.

D.1 Pedestrian Circulation
The major pedestrian movement is along Promenade Place, with minor movement along Carson and Bridger Avenues. No pedestrian walkways are required on the interior of the parcel.

D.2 Active Frontages
Active street frontages shall be developed along The Promenade Place, potentially wrapping around the corners on Bridger and Carson Avenues. Second level retail or restaurant space may be developed on the corners of the site.

D.3 Tower Locations
Two towers shall only be located on the north and south sides of the site. Towers T 1 is not required to be set back; it should be brought to the sidewalk level.

D.4 Build-To Lines and Setbacks
A setback zone is allowed facing Promenade Place, along Grand Central Parkway and wrapping around to Carson and Bridger Avenues. The majority of the length of the street walls shall be built to the back of sidewalk along Promenade Place. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

D.5 Parking Access
Parking access shall only be brought in from Grand Central Parkway and Carson Avenue. Parking shall be in a podium. Service access shall be brought in from no more than 2 different locations.

D.6 Concealed and Exposed Parking
The parking structure shall only be exposed on a portion of Grand Central Parkway, wrapping around to Carson Avenue. On the remaining frontages, parking shall be wrapped with active uses and residential units. Parking shall not be exposed directly under a tower.

D.7 Open Space and Amenities
An open space amenity deck should be developed on the roof of the parking structure.

D.8 Base of Towers
The tower will have its base beginning at the ground level on the West Carson Avenue frontage.

D.9 Axes and Views
The tower shall be positioned so that sites to the east have views to the west.

D.10 Tower Height
There is no maximum height for Tower T 1.

PAGE 78

4.5 Character of the Blocks

E - City Parkway

Objective:

This parcel is a key Gateway parcel, part of the introduction to Symphony Park from City Parkway, across Grand Central Avenue. An iconic high rise office tower is expected on this parcel, with lower, perhaps multi-level retail and an internal parking structure podium wrapped by retail space facing onto a midblock pedestrian promenade.

The ***Promenade Place as a pedestrian and visual access and connection to Parcel Q and to Promenade Place continued to the south is a key linkage from Fremont Street and the Gateway entertainment uses to other parts of Symphony Park.***

Program Shown

Office 500,000 SF
Retail 152,192 SF
Parking 2000 spaces

Note:

The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

E.1 Pedestrian Circulation

The major pedestrian movement is along the extension of Promenade Place, which will be an open mid-block plaza element through the parcel to City Parkway. There will be some pedestrian activity along City Parkway.

E.2 Promenade Place Through the Block

The Promenade Place through the block should be open air but if covered shall be open to the pedestrian traffic at each end, shall be light, airy and street like. The Promenade Place through the block may be designed slightly differently then the rest of the Promenade Place but maintain basic tree planting and material character.

E.3 Active Frontages

Active street frontages should be developed along Promenade Place, potentially wrapping around the corner on Carson Avenue. Second level retail or restaurant space may be developed on the corners of the site.

E.4 Tower Location

An office tower may be located on the north end of the site. It should relate directly to the open space on the other side of City Parkway on Parcel Q. The tower should rise directly from the sidewalk level.

E.5 Build-To Lines and Setbacks

The faces of buildings should extend the visual line of the faces of buildings along Promenade Place. Setback zones are allowed facing Promenade Place and on Grand Central Parkway. The majority of the length of the street walls shall be built to the back of sidewalk. Promenade Place presents a special opportunity to create retail and restaurant exposure to this street-width plaza. The low retail/restaurant pavilion across Promenade Place should optimize use of the east side of Promenade Place open space. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

E.6 Parking Access

Parking access will be from Grand Central Parkway and Carson Avenue. Parking will be in a podium south of the office building.

E.7 Concealed and Exposed Parking

The parking structure shall not be exposed except to Grand Central Parkway and to Carson Avenue. On other frontages the parking structure shall be wrapped with active uses.

E.8 Open Space and Amenities

An open space amenity deck or other shading and screening devises should be developed on a portion of the roof of the parking structure.

E.9 Base of Tower

The tower will have its base beginning at the ground level on City Parkway at Grand Central Parkway.

E.10 Axes and Views

The view through the site along Promenade Place shall not be obstructed. The tower shall be a compact form so as to minimize the obstructions to views from the site and to other buildings on the site.

E.11 Tower Height

There is no maximum height for the Tower T 1.

PAGE 80

4.6 Character of the Blocks

F/G - Middle Neighborhood Block

Objective:

This parcel is an internal residential neighborhood parcel with active retail edges along City Parkway and The Promenade Place. The unit types in this parcel are town house types combined with a residential tower, in contrast to the higher residential towers along Grand Central Parkway and City Parkway.

Program Shown

Residential 280 units
Retail 41,470 SF
Hotel 250 rooms
Parking 898 spaces

Note:

The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

F/G.1 Pedestrian Circulation

The major pedestrian movement is along Promenade Place and City Parkway. A walkway across the Union Commons park in the interior of the parcel shall connect Promenade Place and City Parkway. This walkway shall have enough width and open configuration to allow and encourage unimpeded pedestrian movement across the block between Promenade Place and City Parkway. Other pedestrian walkways to the interior of the block may be created from the surrounding streets.

F/G.2 Active Frontages

Active street frontages shall be developed along Promenade Place and City Parkway. Second level retail or restaurant space may be developed on the corners of the site. Retail frontage shall be developed along City Parkway.

F/G.3 Tower Locations

Residential towers shall be located on the north end and south ends of the site. The towers shall establish their bases at the podium level. They are not required to be set back.

F/G.4 Build-To Lines and Setbacks

Buildings shall be built on the build-to line along Promenade Place to maintain a strong definition of this street space. Buildings may be setback within the setback zone along City Parkway. The majority of the length of the street walls shall be built to the back of sidewalk along this street. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

F/G.5 Parking Access

Parking access shall only be brought in from City Parkway in the vicinity of West Bridger Avenue. Parking is underground on this parcel.

F/G.6 Exposed Parking

Parking structures shall not be exposed on this parcel.

F/G.7 Open Space and Amenities

Ground level open space shall be developed as a private park, identified as Union Commons. This park is for the use of the surrounding neighborhood and visitors, as well as residents of Block F/G. The park may be gated for resident use even though it will be a public visual amenity. Design and final size should be a function of the final architectural design of adjacent buildings.

F/G.8 Bases of Towers

The north tower shall have its base beginning at the podium level on the Carson Avenue frontage. The south tower (T1) shall begin on a podium in a position fronting Symphony Park.

F/G.9 Axes and Views

A view and access across the parcel between Promenade Place and City Parkway shall be kept open to visual and walking access.

F/G.10 Tower Height

There is no maximum height for T 1 or T 2.

PAGE 82

4.7 Character of the Blocks

H/I – Performing Arts Center

Objective:
This is the Performing Arts Center parcel, facing onto Symphony Park and the Civic Axis. The west side of the parcel will have retail and restaurant uses facing onto Promenade Place. The back of the parcel shall contain service and office space.

Program Shown
Performing Arts Center 586,000
Office 13,000 SF
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a caseby- case basis.

H/I.1 Pedestrian Circulation
The major pedestrian movement and the building's main access shall be from the Symphony Park (north) side of the site. No other pedestrian circulation is required internal to this site, except in the building.

H/I.2 Active Frontages
Promenade Place side of the site shall have active retail or restaurant uses facing Promenade Place.

H/I.3 Build-To Lines and Setbacks
A build-to line shall be established along Symphony Park (front entrance) side of the site to maintain a strong definition of this street space. Setback zones are allowed on City Parkway and on Promenade Place. The majority of the length of the street walls shall be built to the back of the sidewalk along this street. The building may extend beyond the back-of-sidewalk line (over the sidewalk) at upper levels, but not at the sidewalk level. The sidewalk level on Symphony Park Avenue is to be kept open as a pre and- post-function outdoor circulation space. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

H/I.4 Parking and Delivery Access
Parking access to the West Clark Avenue side of Parcel H/I is shall be brought in from Promenade Place and/or City Parkway. Delivery access for the Performing Arts Center is to be brought in from Promenade Place and City Parkway. Truck docks are to be placed along this access between the two streets, sufficient for heavy truck access.

H/I.5 Open Space and Amenities
The open space of the site shall be focused on the sidewalk in front of the main entrance to the Performing Arts Center, facing Symphony Park.

H/I.6 Axes and Views
The view of the front of the Performing Arts Center from the Civic Axis should be maximized.

PAGE 84

4.8 Character of the Blocks

J – West Clark Avenue South Side

Objective:
This is a hotel and office site fronting on West Clark Avenue, just east of the Lou Ruvo Alzheimer's' Center. It also has a frontage on the section of Promenade Place which is not required to be an active frontage.

Program Shown
Office/Medical 166,000 SF
Hotel 500 rooms
Parking 1185 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

J.1 Pedestrian Circulation
The major pedestrian movement is along West Clark Avenue. No pedestrian walkways are required on the interior of the parcel.

J.2 Active Frontages
There shall be active frontages along West Bridger Avenue, wrapping around the corner on Promenade Place. Second level retail or restaurant space may be developed on the corners of the site.

J.3 Tower Locations
Two towers shall be located on the block—on the east and west sides of the site. The west (hotel) tower from its hotel base and the east (office) towers shall establish their bases at the podium level.

J.4 Build-To Lines and Setbacks
Setback zones are allowed facing Promenade Place and West Clark Avenue. The majority of the length of the street walls shall be built to the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

J.5 Parking Access
Parking access shall only be brought in from Promenade Place, at the mid-parcel from West Clark Avenue and from an extension of City Parkway on the east side of the block. Parking shall be in a podium under the east tower and east of the hotel tower.

J.6 Concealed and Exposed Parking
The parking structure shall only be exposed on a portion of Bonneville Street east of the hotel tower. On other frontages, the parking shall be wrapped with hotel uses and active uses.

J.7 Open Space and Amenities
The building setback on West Clark Avenue shall create a linear open space which widens as it approaches Parcel K at City Parkway. T his shall be a landscaped sidewalk/plaza for the hotel and the office tower and act as the central amenity space for this medical/office district. (See Streetscape Section) An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

J.8 Base of Towers
The east (office) tower shall have its base beginning at the podium level on West Clark Avenue. The west (hotel) tower shall have a base beginning at the podium level.

J.9 Axes and Views
The two towers shall be positioned so that sites to the north have views to the south between them, and so that the towers have views past each other.

J.10 Tower Height
There are no maximum heights for Tower T 1 or T 2.

PAGE 86

4.9 Character of the Blocks

K - Southeast Corner Block

Objective:
This parcel is at the SE corner of West Clark Avenue and City Parkway, and plays a role in terminating the axes of both of these streets. It is primarily an office parcel. Passing immediately in front of this parcel is the access to the pedestrian bridge across Bonneville Street to the Clark County Government Center.

Program Shown
Office 175,940SF
Parking 1080 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

K.1 Pedestrian Circulation
The major pedestrian movement is along the extension of City Parkway, which will be an open plaza element through the parcel, continuing on to a possible pedestrian bridge to the Clark County Government Center. Other pedestrian activity shall be focused at the northwest corner of the site.

K.2 Active Frontages
No active frontages are required on this site. Any active uses on this parcel should be at the northwest corner of the site, relating to City Parkway.

K.3 Tower Location
An office tower should be located on the west side of the site. It should rise directly from the parking podium.

K.4 Build-To Lines and Setbacks
The majority of the length of the street wall along City Parkway should be built to the back of sidewalk to frame the views down City Parkway. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

K.5 Parking Access
Parking access will be from an extension of City Parkway, at the south end of the site or from the extension of West Clark Avenue.
Parking will be in a podium east of the office building.

K.6 Concealed and Exposed Parking
The parking structure may be exposed to Bonneville Street, the railroad r.o.w. and a portion of the north edge of the site.
Elsewhere, the parking structure shall be wrapped with office or other active uses.

K.7 Open Space and Amenities
A sidewalk-level landscaped plaza should be developed on the northwest corner of the site at sidewalk level. An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

K.8 Base of Tower
The tower will have its base beginning at the ground level on City Parkway.

K.9 Axes and Views
A view of the tower from the south side of West Clark Avenue will be framed by other development along West Clark Avenue, including a setback of the street wall on Parcel J. The tower design should respond to this view at the end of the street.

K.10 Tower Height
There is no maximum height for T 1.

K.11 Pumping Station and Service Access
A pumping station and service access shall be provided on the southeast corner of the parcel.

K.12 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 88

4.10 Character of the Blocks

L – South Site Civic Access

Objective:
This is primarily a residential parcel facing City Parkway on the west, the railroad r.o.w. on the east, and the park transition over the rail tracks on the north (Parcel M). Retail and restaurant uses face onto City Parkway at sidewalk level.

Program Shown
Residential 479 units
Retail 20,863 SF
Parking 1624 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a caseby- case basis.

L.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No pedestrian walkways are required on the interior of the parcel.

L.2 Active Frontages
Active street frontages should be developed along City Parkway, potentially wrapping around the corner on West Clark and s Symphony Park Avenues. Second level retail or restaurant space may be developed on the corners of the site.

L.3 Tower Locations
Two towers can be located on the north and south portions of the site. The southern and northern towers shall establish their bases at the sidewalk level. The towers are not required to be setback, but may be set back within the setback zone.

L.4 Build-To Lines and Setbacks
Setback zones are allowed facing Promenade Place and Wellness Way and Discovery Drive. The majority of the length of the street walls should be built to the back of sidewalk. At the base of the building the allowable setback

shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

L.5 Parking Access
Parking access can be brought in from West Clark Avenue and Symphony Park Avenue. Parking shall be in a podium under and between the office buildings.

L.6 Concealed and Exposed Parking
The parking structure may be exposed on a portion of railroad R.O.W. On the City Parkway frontage, parking shall be wrapped with active uses and residential units.

L.7 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

L.8 Base of Towers
The northern and southern towers will have their bases beginning at ground level.

L.9 Axes and Views
The two towers shall be positioned so that sites to the east have views to the west between them, and so that the towers have views past each other.

L.10 Tower Heights
There is no maximum height for towers T 1 and T 2. There is a 150' maximum height for the lower towers.

L.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 90

4.11 Character of the Blocks

M4 – Civic Access Block

Objective:
This parcel has no active uses at this time. It is a pedestrian open space, linear park and transitional space up to the railroad tracks between the Performing Arts Center and proposed City Hall. The park space is built over structured parking with entrances from City Parkway and s Symphony Park Avenues. The parcel is one of four M parcels, which, taken together make up the entire Symphony Park Civic Axis open space through the middle of the site. This is a possible site for a modest public use consistent with the site size and civic nature.

Program Shown
Parking 300 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

M.1 Pedestrian Circulation
The major pedestrian movements shall be along City Parkway, and up from City Avenue across the railroad r.o.w. to the proposed City Hall site. Pedestrian movement up to and across the tracks will be facilitated by steps, and potentially escalators or elevators as required by ADA regulations.

M.2 Parking Access
Parking access shall be from City Parkway along each side of the parcel, into the parking structure which will be under the linear park bridge connection on the west side of the railroad r.o.w.

M.3 Concealed and Exposed Parking
The parking structure shall only be exposed to the railroad r.o.w. On other frontages, the parking shall be wrapped with open space, stairs, walkways and landscape areas.

M.4 Open Space and Amenities
The parcel is the extension of the civic axis that connects Discovery Drive and Symphony Park through City Hall to the Federal Courts on Lewis Street.

M.5 Axes and Views
The view along the civic axis will be facilitated by a gradual step up in the open space levels so that views up and down along the crossing are unobstructed. An example is the view of the proposed City Hall across the tracks from Symphony Park.

M.6 Standards for Future Uses
At such time as future uses may be contemplated for this site, setbacks, heights, aces and views, circulation and pedestrian circulation will be established for this site.

M.7 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 92

4.12 Character of the Blocks

N - North Side Civic Access

Objective:
A residential parcel similar to Parcel L, on the north side of the Parcel M adjacent to the tracks.

Program Shown
Residential 578 units
Retail 12,482 SF
Parking 966 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

N.1 Pedestrian Circulation
The major pedestrian movements are along City Parkway and across Parcel M. No pedestrian walkways are required in Parcel N.

N.2 Active Frontages
An active street frontage shall be developed along City Parkway, wrapping around the corners into the parking access streets on either side of the parcel.

N.3 Tower Locations
Two towers can be located on the north and south sides of the site. The southern and northern towers are not required to set back, but shall establish their bases at the podium level.

N.4 Build-To Lines and Setbacks
Setback zones are allowed facing City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

N.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. Parking shall be in a podium adjacent to the railway tracks.

N.6 Concealed and Exposed Parking
The parking structure may be exposed to the railway tracks. On other frontages, the parking shall be wrapped with active uses and residential units.

N.7 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

N.8 Base of Towers
The south tower shall have its base beginning at the podium on City Parkway and the parking access street frontages. The north tower shall have its base beginnings at street level.

N.9 Axes and Views
The two towers shall be positioned so that views are maintained across the site between them, and so that the towers have views past each other.

N.10 Tower Heights
There is no maximum height for towers T 1 and T 2. There is a 150' maximum height for the lower towers.

N.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 94

4.13 Character of the Blocks
O1 – Middle Avenue Block

Objective:
A residential parcel on City Parkway, similar to Parcels L and N in terms of uses and relationship to City Parkway.

Program Shown
Residential 406 units
Retail 26,882 SF
Parking 747 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by- case basis.

O1.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No public pedestrian walkways are required within the parcel.

O1.2 Active Frontages
Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets. A grocery store may be developed along City Parkway.

O1.3 Tower Locations
Two towers shall be located on the north and south sides of the site. The southern tower may be set back from the south side of the site; however it shall establish its base at the podium along City Parkway. The northern tower is not required to set back. It shall establish its base at the podium along City Parkway and the parking access street.

O1.4 Build-To Lines and Setbacks
Setback zones are allowed on all sides of the parcel, along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

O1.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. These are the extensions of West Bridger Avenue and West Carson Avenue. Parking is in a podium adjacent to the railway tracks.

O1.6 Concealed and Exposed Parking
The parking structure may be exposed to the railway tracks.
On other frontages the parking structure shall be wrapped with active uses and residential units.

O1.7 Concealing Parking Structure
The parking structure shall be wrapped on the City Parkway frontage with active uses at the street level and residential units above.

O1.8 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

O1.9 Base of Towers
The tower will have their bases beginning at the podium level on City Parkway.

O1.10 Axes and Views
The tower shall be positioned on the east side of the site.

O1.11 Tower Height
There is no maximum height for Tower T 1.

01.12 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 96
4.14 Character of the Blocks
O2 – South of Gateway Block

Objective:

A residential, retail & entertainment parcel facing City Parkway.

Program Shown
Residential 243 units
Retail/Entertainment 4,068 SF
Parking 472 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

O2.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

O2.2 Active Frontages
Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

O2.3 Tower Location
The tower is to be located on the front (street side) of the parcel. It will be architecturally expressed as a building that originates at the sidewalk level rather than at the podium.

O2.4 Lobby Location
The lobby location shall be at or near the southwest corner of the parcel.

O2.5 Build-To Lines and Setbacks
A setback zone is allowed along the parking access on the north side of the parcel. Build-to lines are important to maintain on the City Parkway and south side of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

O2.6 Parking Access
Parking access will be from the parking access streets to the south of the parcel. Parking is in a podium under the building and adjacent to the railway tracks.

O2.7 Concealed and Exposed Parking
The parking structure shall only be exposed to the railway tracks and the rear portion of the parking accesses. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail on City Parkway may be two or more stories in height.

O2.8 Open Space and Amenities
No open space is required interior to this parcel.

O2.9 Tower Height
There is no maximum height for Tower T 1.

O2.10 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 98

4.15 Character of the Blocks

P – Gateway Block-South

Objective:
An entertainment/commercial and parking parcel facing City Parkway.

Program Shown
Retail 15,996
Parking 986 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

P.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

P.2 Active Frontages
Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

P.3 Tower Location
No tower is required on this parcel.

P.4 Build-To Lines and Setbacks
Setback zones are allowed along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

P.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. Parking is in a podium adjacent to the railway tracks.

P.6 Concealed and Exposed Parking
The parking structure shall only be exposed to the railway tracks. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail may be two or more stories in height.

P.7 Open Space and Amenities
There are no open space requirements.

P.8 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 100

4.16 Character of the Blocks

Q – Gateway Block-North

Objective:
This is a key Gateway parcel greeting arrivals from City Parkway. Along with Parcel E, this parcel will feature an iconic tower forming part of a gateway off City Parkway. A major element of this site is the large hotel tower envisioned for the west side of the site. Another major feature is the auto court that enters the site from City Parkway and provides the drop off and turnaround needed for the hotel and casino.

Program Shown
Hotel 1000 rooms
Parking 1170 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

Q.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. A pedestrian bridge through the parcel will bridge across the railway line to connect the site to Fremont Street and the entertainment district on the other side of the tracks. The pedestrian connection to Fremont Street at the pedestrian bridge level shall be very direct and open to the public through the site, not internalized to a hotel or casino.

Q.2 Active Frontages
Active street frontages should be developed along City Parkway and the pedestrian bridge.

Q.3 Tower Location
The hotel tower will be located at the north end of the site. It shall relate directly to the auto court, and form the gateway to the site together with the office tower on Parcel E . Tower T 1 should rise from the podium level rather than off the parking and retail podium.

Q.4 Build-To Lines and Setbacks
Setback zones are allowed on all sides of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

Q.5 Parking Access
Parking access will be from the parking access street to the south of the parcel and can also come in through the auto drive. Parking is in a podium to the north of the site, to the west of the hotel tower.

Q.6 Concealed and Exposed Parking

The parking structure shall only be exposed to the railway tracks. The parking structure elsewhere on the parcel shall be wrapped with hotel lobby, function areas and active uses.

Q.7 Open Space and Amenities
The auto court with its central median can be developed as an open space amenity. An elevated pedestrian bridge shall connect the auto court via a pedestrian bridge to development on the other side of the railway tracks.

Q.8 Base of Tower
The hotel tower should establish its base at the parking podium off the auto court, City Parkway and Grand Central Parkway.

Q.9 Axes and Views
Physical and visual access should be maintained along the pedestrian bridge spanning across the railway tracks.

Q.10 Tower Height
There is no maximum height for Tower T 1.

Q.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.

PAGE 102-103
5.0 Design Review Process

Design Review
To ensure that each project in Symphony Park complies with the Design Standards, each project in Symphony Park will be reviewed with respect to its urban design, architectural and landscape design qualities, as measured by the Design Standards. A related goal is that each developer be directed toward the most beneficial planning and design approaches so that projects can proceed without undue delays.

The objectives of the Design Review process are:
To provide an equitable, orderly application of the Design Standards for all projects.
To implement the goals and requirements of the Master Plan,
To insure compliance with the Design Standards and the Master Plan, especially in regard to:
Establishment of a high quality urban planned community
Provision of the overall density, mix of uses, heights and building types as contemplated by the Master Plan and Design Standards.
To protect the City's capital investment in infrastructure.
To enhance the value of all property in Symphony Park by maintaining a high level of architectural design.
To provide timely, fair and firm design direction for each project, and to resolve differences in design approach between the developer, Newland Communities and the City of Las Vegas.

Design Review Committee
To review and evaluate each proposal and protect these values, the Symphony Park Design Review Committee (SP-DRC) is hereby created. The SP-DRC shall consist of five members, with two members to be appointed by Newland Communities, and one representative each from the Office of Business Development, the Planning and Development Department, and the Public Works Department. The SP-DRC may retain consultants as necessary to review plans for conformance to the design guidelines. The SP-DRC shall have the authority to adopt rules and regulations concerning its administrative procedures.
The design review process shall consist of the procedures listed below, (please see expanded Design Review submittal requirements from DRC):

1. Block Plan Review. The applicant will provide the SP-DRC with a submittal including conceptual plans of the first phases and subsequent block buildout for the block in question. Application for the review shall be made to the Office of Business Development, serving as support staff to the SP-DRC, and shall include the following information:

Site plan, including the location of all buildings;
Parking and access;
Pedestrian access and open space;
Conceptual elevations;
Computer-generated 3-D massing model (to enable the project to be seen from all sides and in context to the overall Symphony Park development);
Building program;
LEED Checklist (preliminary).
The SP-DRC shall have 30 working days from the date of submittal to make a recommendation on the submitted plans. The SP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the SP-DRC shall provide the applicant with written notice of the decision; recommendations for

denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

2. Design Development Review. Upon approval of the initial block plan, the applicant shall prepare design development drawings for review by the SP-DRC. Application for the review shall be made to the Office of Business Development, serving as support staff to the SP-DRC, and shall include the following information:

Site plan, showing all driveways and access points;
Grading plan;
Floor plans;
Elevations, showing key façade details;
Landscape and streetscape plans;
Materials, finishes and colors;
Site signage;
Refined computer-generated 3-D massing model;
Solar shading diagram;
LEED Checklist (with explanation).

The SP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted application. Utilizing a development standards checklist, the SP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the SP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

3. Site Development Plan Review. Upon approval of the Design Development Review application, the applicant shall submit a Site Development Plan Review application and any other required applications to the Planning and Development Department for review by the City of Las Vegas in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code. Applications will not be accepted unless accompanied by a letter with a recommendation for approval from the SP-DRC.

4. Construction Document Review. After receiving approval of the Site Development Plan Review application and any other required applications, the application shall submit construction documents for review by the SP-DRC. The construction documents shall be submitted to the Office of Business Development, serving as staff support for the SP-DRC, and shall be submitted prior to or concurrently with an application for a building permit. The SP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted documents. The review by the SP-DRC shall be limited to the conditions of approval placed upon the project by the City of Las Vegas; any amendment to the approved plans shall be in accordance with the requirements listed in Title 19.18 of the Las Vegas Municipal Code. Upon making a recommendation, the SP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval. Building permits shall not be issued until the applicant provides a letter of recommendation for approval from the SP-DRC. (See page 14 for LEED requirements of this approval step.)

Review of Construction
The SP-DRC may review construction documents to ensure that approved developments are constructed in accordance with approved plans and drawings. Consultants may be retained by the SP-DRC to assist with construction document review.

Approval of Subsequent Phases
All building developments within any Block shall be developed as established in the Block Plans and related documents, except as changes may be mutually agreed upon in writing by the Design Review Committee. Newland Communities may submit different plans for Building Developments within such Block so long as such plans are in compliance with the Master Plan and other relevant terms and conditions.

Waivers to the Design Standards
Waivers to the Symphony Park Design Standards contained herein may be granted by the City Council upon a recommendation from the SP-DRC with clear and convincing evidence for demonstrated economic hardship or to further the City's redevelopment efforts. The SP-DRC is hereby authorized to approve minor deviations (as defined in the Glossary) from required standards, subject to a majority vote of the Committee.
Sign Waivers: The SP-DRC is hereby authorized to approve waivers from the standards contained in Subsection 3.16, other than prohibitions contained in Paragraph 3.16.5, if the applicant establishes that a waiver is warranted based upon the conditions specific to the parcel and the SP-DRC determines the waiver will not compromise the design objectives of the sign standards and will further the City's redevelopment efforts.

Amendments to the Design Standards

The SP-DRC may recommend amendments to these development standards, as warranted to address deficiencies or changes in development patterns. Changes to these standards shall be processed in the form of a T ext Amendment, in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code.

Permitted Uses – Parkway Center Development Standards Symphony Park
Permitted Land Uses :
Commercial Office, Class A, including without limitation:
Professional and General
High-Technology
Service
Research and Development
Major or Minor Medical

Flexible Office/Work Space, Class B, including without limitation:
Internet and high-technology incubators
Computer server farms
Internet backbone facilities
Light assembly and fabrication

Government/Public Office, including without limitation:
United States
State of Nevada
Regional Bodies and related
Clark County
City of Las Vegas
United States Post Office

Commercial/Retail, including without limitation:
General Retail
Restaurant/Delicatessen/Coffee Shop/Bakery/Banquet Facility/Catering Service
Health Club
Bank/Credit Union/Savings and Loan/Trust
Children's Day Care (fewer than 12 children)
Convenience Retail
Offices with frequent public access requirements
Trade Center/Wholesale and Retail Showrooms
Exhibition Space
Transportation Services, including without limitation: Transportation Center, helipad, monorail, gasoline facilities
Parking Facilities, including multi-level parking structures
Entertainment/Retail
Tavern, Supperclub, Restaurant Service Bars, Social Event with Alcoholic Beverage Sales, and beer/wine uses subject to special use permit
Convention/Conferencing Facilities/ Temporary Exhibitions
Non-Profit/Institutional, including:
Museums, Performing arts centers, Musical Theaters

Residential
High Density Residential, market rate, including without limitation:
Townhouses, flats, lofts, live-work units
Mid-Rise Housing
Courtyard/streetwall apartments or condominiums
Loft-style apartments or condominiums
High-Rise Housing apartments or condominiums

Hotels
Non-Gaming Hotels
Casino/Hotels, and non-restricted Gaming but only within the Gaming Enterprise Overlay District, as amended
Existing Interim Billboard Signs, to be removed or incorporated with adjacent development

Private Sidewalks: See "Outdoor Dining Standards—Private Sidewalk Areas" on page 134.

Communication Devices: Wireless Communication Facility, Stealth Design – building mounted only, subject to conditional use approval

Prohibited Land Uses :
Trailer Parks and RV Camps

Transient Sales Lots
Rental Storage Businesses, with outdoor storage
Contractors Plant, Shop and Storage Yard
Construction materials and Supply Yard
Auto Repair Garage
Asphalt and Concrete Batch Plants
Environmentally Hazardous Materials
Salvage or Reclamation Yards
Landfill
Outside storage
Trucking Company
Heavy Manufacturing
Towing and Impound Yards
Cold Storage Plants
Wholesale Distribution Centers
Sexually Oriented Businesses
Any other use that would otherwise be permitted as-of-right in Manufacturing (M) or Commercial Manufacturing (CM) zoning districts

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PAGE 105

APPENDICES

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PAGE 107

Using this Appendix

Using this Appendix in Conjunction with the Schematic Streetscape Design Package

The following references are keyed to streetscape elements identified in Section 2 of this document and the Schematic Streetscape Design package. The cover of Schematic Streetscape Design package is illustrated to the right.
The Schematic Streetscape Design package states that the Block developer is responsible for the implementation of all streetscape design shown from back of curb to build-to line, except the Centennial streetlights which may be built by the City of Las Vegas during the public street construction.
The schematic streetscape design has been completed for all streetscapes within the sixty-one acre Symphony Park. Schematic design has been completed in order to accomplish the following objectives:
A. Uphold the overall vision established by Newland Communities and the City of Las Vegas to develop a sustainable urban community;
B. Establish a unified and continuous streetscape layout, regardless of project phasing by individual developers;
C. Establish a consistent level of quality throughout the development;
D. Establish a consistent application of streetscape components and furnishings.
Refer to the Schematic Streetscape Design Package for further information.
Schematic design includes a number of fixed streetscape design elements that are required by all developers. These items are outlined within this appendix and labeled as "FIXED DESIGN DECISIONS." This schematic design document also includes flexible opportunities for design input that is expected of all developers. These items are outlined within this appendix and labeled as "FLEXIBLE DESIGN OPPORTUNITIES."

PV.1 Cast-in-Place Concrete at Pedestrian Area

INTENT
Maintain a consistent paving system across the 61 acre site that minimizes heat gain and artfully expresses the Las Vegas desert context.

Fixed Design Decisions
Color: 1% +/- Solomon 306 Canvas (test pour dependent)
Finish: Expose sands and fine aggregates with a light concrete retarder applied to the concrete immediately after it is poured. This treatment will result in a slightly rough, sand-textured feel to the concrete (test pour dependent).

Flexible Design Opportunities
Slight variations in the sand/aggregate exposure, analogous to the natural patterns of the desert, recall water and wind erosion. Refer to AR.3 - Art Opportunity in Pavement Design for more information. All designs and layouts to be approved by Symphony Park Design Review Committee.

Minimum Concrete Performance Criteria:
Strength @ 28 Days: 4500 PSI
Water/Cement Ratio: .45-.65
Cement : 5.2 sacs / CY
Cement Type : V
Fly Ash: 20% x 1.2
Aggregate Size: 3/8-3/4
Air Content : 5-7%
Slump : 1-4" Maximum
Ad Mixtures : Pozzolith 322N,
Buckeye cellulose fiber

PV.2 Cast-in-Place Concrete at Private Vehicular Area
See Civil Documents

PV.3 Concrete Unit Paver at Pedestrian Area

INTENT
Maintain a consistent concrete unit paving system across the 61 acre site that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain and complements the concrete and stone paving.

Fixed Design Decisions
Manufacturer: Hanover Architectural Products
Model: Prest Concrete Paver—11 3/4" x 11 3/4" —2 1/2" Thick
Finish: Tudor
Color: Cream, Limestone Grey, Brown, Antietam, or Matrix #1119
Flexible Design Opportunities
Choose from the colors listed above. Paver layout pattern to be determined by project design teams.

PV.4 Concrete Unit Paver at Private Vehicular Area
Model: Prest Concrete Paver—17 5/8" x 17 5/8"— 4" Thick
All other properties are the same as PV.3—Concrete Unit Paver at Pedestrian Area

PV.5 Stone Paver at Pedestrian Area
Minimum Stone Performance Criteria:
Compressive Strength 8,000 psi minimum
Acceptable Absorption 3.00%
Minimum Density 160 lbs. per cubic feet
Minimum Flexural Strength 9,000 psi
Coefficient of Friction 0.8 to 1.0
Minimum Abrasion Resistance 1.0

INTENT
Maintain a consistent stone paving system along the Promenade that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain, complements the concrete and concrete unit pavers and artfully expresses the Las Vegas desert context.

Fixed Design Decisions

Product : 4" Square Paver, 1 1/2" - 1 3/4" Thick
Stone : Quartzite
Color: Sorted color range with three subtly distinct colors is desired, as defined in approved mock-up
Finis h: Natural Cleft
Edges : Sawn, Top Edge Eased
Layout : See Next Page

Flexible Design Opportunities
There are no flexible design opportunities with the stone paving. A consistent stone paving system along the entire length of the Promenade is critical to the success of this street.

ASTM Stone Performance Criteria:

MINIMUM COMPRESSIVE STRENGTH:	8,000 psi
MAXIMUM ACCEPTABLE ABSORPTION:	1.00%
MINIMUM DENSITY:	160 lbs. lb/cu ft
MINIMUM FLEXURAL STRENGTH:	9,000 psi
COEFFICIENT OF FRICTION:	0.8 to 1.0
MINIMUM ABRASION RESISTANCE:	1.0

PV.5 Stone Paver at Pedestrian Area, Continued

Promenade and Stone Paving Concept:
Materials, colors and patterns create a stylized desert expression. Erosion and repetition establish the primary influences. Gradual tonal transitions take place across the sidewalk floor, reflecting the subtleties and nuance of the desert. This plan shows how the stone paving pattern is applied across a generic block of the Promenade. Zones A, B and C are laid out across all blocks. Transitions between Zones A, B and C should be blended and soft. Refer to full size mock up for more detail.

PV.6 Not Used

PV.7 Not Used

PV.8 Potential Architectural Treatment at Public Intersection
Subject to future City decision

PV.9 Not Used

PV.10 Not Used

PV.11 Spill Curb
See Civil Documents

PV.12 Gutter Pan
See Civil Documents

PV.13 Potential Driveway/Curb Cut
See Civil Documents

PV.14 12" Concrete Access Strip
Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.15 24" Concrete Buffer Strip
Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.16 Accessible Ramp A
See Civil Documents
For all pedestrian-accessible ramps internal to the project

PV.17 Accessible Ramp B
See RTC Documents
For pedestrian-accessible ramps adjacent to Grand Central Parkway only

PV.18 Special Asphalt Paving Vehicular Area
Subject to future City decision

PV.19 Stone MulchINTENT

Utilize local materials to reflect regional identity, prevent erosion and mitigate moisture loss.

Fixed Design Decisions
Product 1: 3/8" Washed Rounded Gravel **Color:** Birds eye Brown
Product 2: Decomposed Granite, Stabilized

Flexible Design Opportunities
Placement of these two products to be determined by project design teams.

PV.20 Tree Gate A

INTENT
Maintain consistent contemporary tree grate across the 61 acre site with removable growth rings to allow for healthy trunk growth. Allow for uninterrupted ADA rated pedestrian traffic.

Fixed Design Decisions
Manufacturer: Fair Weather
Model: SP Series—4' square and 6' square
Finish: Raw Carbon Steel (not painted)

Flexible Design Opportunities
There are no flexible design opportunities with the tree grates.

Notes
All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. All tree grates for palms on the Promenade to be custom 4' x 6' grates. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes.

PV.21 Tree Gate B

INTENT
Highlight and distinguish Symphony Park by using a unique tree grate adjacent to and opposite the park (on Discovery Street and City Parkway).

Fixed Design Decisions
Manufacturer: Ironsmith Design
Model: Nemo series A.D.A.
Size: 4' square and 6' square
Finish: Raw Carbon Steel (not painted)

Flexible Design Opportunities
There are no flexible design opportunities with the tree grates.

Note
Use this tree grate on all Symphony Park Avenue trees (deciduous and palm) associated with, adjacent to and opposite the central park. The street trees opposite the central park on City Parkway should also use this grate. Refer to the Schematic Design package. All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes."

JN.1 Sawn Control Joint

INTENT
Maintain sharp, consistent control joints across the 61 acre site.

JN.2 Expansion Joint INTENT

Maintain consistent, effective and durable expansion joints across the 61 acre site.
Match caulked joint color to cast in place concrete paving.

SW.1 Cast-In-Place Concrete Seat Wall

INTENT
Maintain generally consistent proportions and detail for site walls across the 61 acre site while

providing an opportunity for art.

Fixed Design Decisions
Size: 1'-6" Wide by 1'-6" Tall

Flexible Design Opportunities
Wall finish and color to be to be determined by project design teams.
All designs and layouts to be approved by Symphony Park Design Review Committee.

Notes
Align control/expansion joints of wall to control/expansion joints of paving.
Walls at Symphony Park Avenue entrance (Parcels B and C) to be integrated with raised planting beds.

SF.1 Project Bench

INTENT
Utilize a village standard across the 61 acre site to promote a district quality. Alternative seating options are outlined in AR.5—Art Opportunity with Supplemental Seating.

Fixed Design Decisions
Manufacturer: Landscape Forms - www.landscapeforms.com
2. Model: Arcata Series–Backed and Arcata–Backless, surface mounted
3. Color/Material: Black/Ipe - Powder-coat finish
Colors: Polysite Seat–Driftwood
Steel–Galvanized if possible
Steel alternative–Powder Coat Silver

Flexible Design Opportunities
Layout of benches to be to be determined by project design teams.

Note
Provide footing per manufacturer's recommendations.

SF.2 Not Used

SF.3 Not Used

SF.4 Movable Tables and Chairs

INTENT
Foster diversity among movable tables and chairs that meet product objectives. Allow for movable furnishings to complement the adjacent tenant or land use.

Fixed Design Decisions
Product Objectives : Non-plastic furnishings that are cool to the touch.
Heavy products that will deter vandalism and theft.
Non-fixed furniture to allow for tenant and pedestrian movement.
Contemporary in appearance.

Flexible Design Opportunities
All product selection and layout to be to be determined by project design teams. All designs and layouts to be approved by Symphony Park Design Review Committee.

SF.5 Not Used

SF.6 Not Used

SF.7 Trash Receptacle

INTENT
Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions
Manufacturer: Landscape Forms
Model: Chase Park
Colors: Steel–Galvanized if possible
Steel alternative–Powdercoat Silver

Flexible Design Opportunities
Layout of trash receptacles to be to be determined by project design teams.

SF.8 Drinking Fountain

INTENT
Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions
Manufacturer: DAE
Model: Oscar Doll

Flexible Design Opportunities
Layout of drinking fountain to be to be determined by project design teams.

SF.9 Bicycle Rack

INTENT
Utilize a consistent, artful bike rack across the 61 acre site.

Fixed Design Decisions
Manufacturer: Landscape Forms
Model: Bola
Color: Galvanized if possible
Alternative–Stainless Steel

Flexible Design Opportunities
Layout of bike racks to be to be determined by project design teams.

SF.10 Newspaper Box

INTENT
Consolidate and corral newspaper boxes.

Note
Product to be determined by Symphony Park Community Association.
Use of news paper boxes is subject to implementation by the Symphony Park Community Association.

SF.11 Planter Pot A

INTENT
Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions
Manufacturer: Kornegay Design
Model: Dune Series
Color: Natural Concrete

Flexible Design Opportunities
Layout and size of Dune Series planter pots to be to be determined by project design teams.
75% of project planter pots should be selected from the Dune Series.

Note
All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape
panel. Organize planter pots in small groupings to accentuate garden qualities.

SF.12 Planter Pot B

INTENT
Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions
Manufacturer: Charles Swanson
Model: Living Earth Series—"Ceres" and "Lura"
Color: All colors acceptable

Flexible Design Opportunities
Layout and color of Living Earth Series planter pots to be to be determined by project design teams. 25% of project planter pots should be selected from the Living Earth Series.

Note
All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape panel.
Utilize planter pots as sculptural elements, composed in groupings and patterns.

SF.13 Bollard

INTENT
Utilize sculptural bollards to distinguish pedestrian from vehicular zones.

Fixed Design Decisions
Manufacturer: Furnitubes
Model: Millennium
Color: Stainless Steel

Flexible Design Opportunities
Layout of bollards to be to be determined by project design teams.

SL.1 Promenade Light

Note
Refer to sheet L4-3 of the Schematic Streetscape Design package.

SL.2 Uplight

INTENT
Maintain a consistent lighting product that illuminates the trees along the Promenade.

Fixed Design Decisions
Manufacturer: Kim Lighting
Model: LED Lightvault

Fixed Design Opportunities
There are no flexible design opportunities with the uplight.

Note
Four up lights are placed 2'-6" from all deciduous street trees on the Promenade.

SL.3 Pedestrian Light

Note
Refer to sheet L4-2 of the Schematic Streetscape Design package

SL.4 Down Light

INTENT
Maintain a consistent lighting product that subtly illuminates the dramatic ground cover planting along Grand Central Parkway.

Fixed Design Decisions
Manufacturer: Kim Lighting
Model: Choose an arm mounted KIM landscape light. Consider LED luminaires.

Flexible Design Opportunities
Refer to the Schematic Streetscape Design package for lighting layout.

PL.1 Street Tree in Landscape Panel

INTENT
Maintain a consistent landscape panel/tree trench treatment across the 61 acre site.
Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

PL.2 Street Tree in Hardscape

INTENT
Maintain a consistent hardscape/tree trench treatment along the entire Streetscape. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

PL.3 Street Tree in Tree Grate

INTENT
Maintain a consistent tree grate/tree trench treatment across the 61 acre site.
Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

PL.4 Palm in Landscape

INTENT
Maintain a consistent planting treatment throughout the 61 acre site.

PL.5 Palm in Tree Grate

INTENT
Insure palms thrive throughout the 61 acre site. Maintain a walkable surface to the tree trunk.

Note
All palm tree grates on the Promenade are 4' x 6' in size. Cantilever stone paving with steel elbows to achieve 4' dimension.

PL.6 Ground Cover Planting

Note
See Sheet L2-01 and L1-02 of the Schematic Streetscape Design package.

PL.7 Landscape Panel Planting

Note
See Sheet L2-01 of the Schematic Streetscape Design package.

PL.8 Tree Trench

Note
Illustrated in detail PL.1, PL.2, and PL.3.

BF.1 Green Screen

INTENT
Provide solar protection, wind mitigation, visual screening and garden qualities.

Fixed Design Decisions
Manufacturer: Green Screen

Flexible Design Opportunities
Layout of green screens to be determined by project design teams.

Note
Consider using this product line on the south and west sides of seating areas that receive even modest amounts of solar exposure. Refer to page 63 of this document for the conceptual Solar Exposure Analysis. These products should also be used as screening devised throughout the site.

BF.2 Landscape Panel Barrier A

INTENT
Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier across most of the 61 acre site.

Fixed Design Decisions

Manufacturer: Landscape Forms
Model: Robert–Santa & Cole
Color: Galvanized, if possible
Alternative–Stainless Steel

Flexible Design Opportunities
There are no flexible design opportunities with this element.

BF.3 Landscape Panel Barrier B

INTENT
Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier that highlight and distinguishes Symphony Park.

Fixed Design Decisions
Product: 1/2" corten steel, sealed with eased edges.
Dimension: 12" from finished grade

Flexible Design Opportunities
There are no flexible design opportunities with this element.

Notes
Use this barrier on all Symphony Park Avenue landscape panels associated with, adjacent to and opposite the central park. The landscape panels opposite the central park on City Parkway should also use this barrier. Refer to the Schematic Design package.
Allow stormwater to enter landscape panel through 1" x 3" scupper holes every 36" along steel barriers facing architecture.

MS.1 Bus Stop—Seating Zone/Shelter

INTENT
Provide a welcoming and comfortable seating zone or shelter at bus stop.

Fixed Design Decisions
Ensure selected shelter is simple and elegant and has a cover.
Consider perforated metal as a translucent yet durable sun/wind break in potential shelter.
Provide space for transit information in shelter.
Provide lighting in shelter at five footcandles (preferably supplied by solar PV panels if sun exposure is adequate).
Provide a minimum of one six-foot bench.

Flexible Design Opportunities
Model selection and layout of seating zone/shelter to be determined by project design teams.

Notes
Refer to AR.2—Art Opportunity at Bus Stop
All designs, layouts and products to be approved by Symphony Park Design Review Committee.

MS.2 Future BRT Station

Work by others

MS.3 Shade Structure

Refer to AR.1 - Art Opportunity at Shade Structure

MS.4 Possible Wind Turbine Zone

INTENT
Possible wind turbines zones are illustrateds as potential power sources for streetscape irrigation and lighting. Wind turbines could also act as large vertical sculptural elements marking Symphony Park entrances and identifying this project as a green development.

MS.5 Symphony Park Project Signage Zone

INTENT
Provide electrical connection and room for this project signage zone.

AR.1 Art Opportunity at Shade Structure

INTENT
Provide an opportunity for creative expression along the Promenade.
All designs and layouts to be approved by Symphony Park Design Review Committee.

AR.2 Art Opportunity at Bus Stop Seating/Shelter

INTENT
Provide an opportunity for creative expression throughout the site.
All designs and layouts to be approved by Symphony Park Design Review Committee.

AR.3 Art Opportunity in Pavement Design

INTENT
Provide an opportunity for creative expression through the use of subtle variations in the pavement design. Consider subtle water and wind erosion patterns when exposing sand/aggregates in the concrete paving.
All designs and layouts to be approved by Symphony Park Design Review Committee.

NEW PAGE

OUTDOOR DINING STANDARDS— PRIVATE SIDEWALK AREAS

The standards of this subsection apply to outdoor dining or seating that occurs or is proposed to occur within private sidewalk areas. For the purposes of this subsection, the term "outdoor dining" and "outdoor dining area" refer to dining within the area of a private sidewalk or similar pedestrian area, unless the context refers otherwise.

1. OBJECTIVE AND INTENT.

The objective of establishing the Outdoor Dining Standards is to promote pedestrian-friendly use of private sidewalks and similar pedestrian areas in connection with providing economic opportunities for ground floor retail. The Outdoor Dining Standards have been developed to ensure that the space used for outdoor dining is consistent with the general design of the public right-of-way and to allow for adequate pedestrian circulation. The Outdoor Dining Standards are also intended to guide applicants with the design of outdoor dining areas, establish or enhance an identifiable sense of place, create a comfortable and interesting pedestrian environment, maintain a continuous and visible pedestrian activity between nodes and building anchors, and provide minimum standards for beautification.

2. STANDARDS.

Outdoor dining may be permitted to take place within a sidewalk area or similar pedestrian area, but only in accordance with the Outdoor Dining Standards.

a. **Location.** Outdoor dining/seating may occur only as an accessory use to an eating establishment and may be permitted only in the private sidewalk or similar pedestrian area immediately adjacent to the front of the establishment. The dining area may not extend beyond the side property boundaries of the abutting property and shall not be located in a manner that interferes with the building ingress and egress as required by the International Building Code (IBC).

Outdoor dining in a private sidewalk or similar pedestrian area may occupy up to two thirds of the total width of the sidewalk or available pedestrian area. In the case of a sidewalk or similar pedestrian area up to fifteen feet wide, there shall remain a minimum pedestrian clearance of six feet. For sidewalks or similar pedestrian areas with a greater width, the minimum pedestrian clearance is eight feet. This minimum clearance area must occur between any outdoor dining and a continuous line that represents where sidewalk or pedestrian obstructions are located. Such obstructions include without limitation tree planters, landscape planters, street furniture, streetlight poles, utility poles, fire hydrants, signposts, and permitted news racks.

b. **Barriers.** Outdoor dining and outdoor seating areas on private property shall have a railing or other similar barrier to define the area and to prevent encroachment onto adjacent properties or rights of way. Barriers shall be a substantial material such as metal fence or masonry wall (with or without landscape planters integrated into it), not

flimsy in appearance or performance. Barriers must be aligned in a straight line or parallel with the face of the building. Barriers are subject to approval by the UPSP-DRC if known before initial building construction and the Symphony Park Owners Association (UPOA) after initial building construction.

c. **Shade and Wind Protection.** Shade covering of areas with an awning or canopy will be addressed on a case-by-case basis by the UP- DRC if known before initial building construction and by the UPOA after initial building construction. Wind protection will also be handled on a case by case basis as with shade covering above, but must be substantial in appearance and performance such as glass or polycarbonate panels.

d. **Furniture.** All furnishings within an outdoor dining area shall be movable and made of sturdy, durable and commercial grade material. They shall be designed to complement the design theme of the business. Ordinary plastic lawn chairs and tables and similar furniture are not acceptable.

e. **Lighting.** Lighting, when provided, shall be shielded and of low wattage so as to illuminate only the outdoor dining area (ie. a full cutoff fixture) and so as to avoid producing glare that has a negative impact on pedestrian or auto traffic. The design of the light fixtures shall be compatible with the architectural theme of the building and business.

f. **Maintenance.** Outdoor dining areas shall be kept in good state of repair and maintained in a clean, safe and sanitary condition. Any item of furniture or equipment that is broken, rusting, degraded, torn, or tattered shall be removed promptly.

g. **Music and Live Entertainment.** Music and Live Entertainment are permitted as an accessory amenity. Any music or entertainment will comply with applicable noise ordinances and standards.

h. **Alcoholic Beverage Service.** Alcoholic beverage service in outdoor seating areas shall conform to LVMC Title 6.

3. APPROVAL PROCESS.

Outdoor dining and outdoor seating areas on private property require the approval of a Site Development Plan. The approval process shall be listed under Title 19.18.050(F), "Minor Review of Site Development Plans."

PAGE 134

Glossary

Active Uses/Active Street Frontages: Ground floor businesses that serve and engage the public and generate pedestrian traffic through retail and restaurant activity rather than closed spaces such as offices, parking and residential uses.

Arcade: A linear, shaded building setback at the street level which has storefronts along its edge. It is shaded by the building mass above, which usually is located at the build-to line, supported on columns which are located at the build-to line.

Awnings and Canopies: Overhead extensions from the front of a building, over the sidewalk, for the purpose of shading the sidewalk from the sun. They may be fixed or movable, as defined in the guidelines.

Block Face: The street edge of a block bounded by building facades.

Build-to Line: A required location for a building face, usually at the back of sidewalk. The building shall not be set back behind that line except as provided for in this document.

Design Review: The administrative process by which a development proposal's design is evaluated, critiqued and either approved, denied or modified.

High-Albedo: A property of a surface that describes its ability to reflect and reject heat. High albedo surfaces have both a light color (high solar reflectance) and a high emmittance (can reject heat back to the environment).

Infrastructure: The utilities and public services which are typically placed underground. These may have visible elements which appear at street level.

Massing: An element of architectural design which places the spatial volumes of the building in relationship to each other.

Minor Deviation: An adjustment of placement or location, not a wholesale elimination of a Design Standard requirement. This may include changes of +/- 5% from stated quantities, not otherwise required by ordinance. Examples of deviations may include, but are not limited to, driveway or access locations, landscape placement,

percentage of glazing, etc. A minor deviation does not include any variation prohibited by LVMC Title 19.18.050(H).

Mixed-Use: Two or more different activities housed in the same building or adjacent to each other. Mixed use often includes residential, office and retail/restaurant in the same building or same block.

Recommended Design Standard: A non-mandatory but important design recommendation, denoted by the words "should" or "is encouraged," as in "the building height should be..."

Required Design Standard: A design requirement which is mandatory, denoted by the word "shall," as in "the building height shall be..."

Right of Way (ROW): The width of a public street or other public way, which is measured from back of curb to back of curb, including the sidewalk, curb, gutter and vehicle travel and parking lanes.

Setback Zone: A width of land usually beginning at the back of sidewalk in which a percentage of the building face can be located instead of at the build-to line.

Site Furnishings: Individual elements which are placed on a site or a public right-of-way as convenience, aesthetic or safety items, such as benches, light fixtures, trash receptacles, bollards and other similar elements.

Solar Orientation: The relationship of a building's facades and massing to the movement and exposure to the sun.

Sustainability: An economic state where the demands placed upon the environment by people and commerce can be met without reducing the capacity of the environment to provide for future generations.

Waiver: A deviation from the standards and guidelines, which the developer may request, and which will be considered by the Design Review Committee.

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-28 – Adopts the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City Council approved the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan at its meeting of May 19, 2010. This bill will merely formalize the adoption by ordinance.

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. 2010-28

BILL NO. 2010-28

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE SAFETY AND SEISMIC SAFETY ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Adopts the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Safety and Seismic Safety Element," the essential contents of which were approved by the City Council on May 19, 2010, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the safety element and the seismic safety element of the Las Vegas 2020 Master Plan, and shall replace and supersede the Public Safety Element that was adopted on September 19, 2001, by means of Ordinance No. 5362.

SECTION 2: The Planning and Development Department is authorized and direct to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form, in a format deemed necessary or appropriate, including the reorganization of text and maps as may be appropriate; and

(D) File the final document with the City Clerk.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-23-10
_____
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.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-29 – Adopts the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
At its meeting of July 7, 2010, the City Council is scheduled to approve the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan. This Plan element is intended to replace and supersede the previously-adopted Historic Properties Preservation Plan Element. This bill will merely formalize the adoption by ordinance.

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. 2010-29

BILL NO. 2010-29

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE HISTORIC PROPERTIES AND NEIGHBORHOODS PRESERVATION PLAN ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Adopts the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Historic Properties and Neighborhoods Preservation Plan Element," the essential contents of which were approved by the City Council on July 7, 2010, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified, including its appendices, shall function as both the historical properties preservation element and the historic neighborhoods preservation element of the Las Vegas 2020 Master Plan, and shall replace and supersede the Historic Properties Preservation Plan Element that was adopted on September 5, 2007, by means of Ordinance No. 5931.

SECTION 2: The Planning and Development Department is authorized and directed to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form, in a format deemed necessary or appropriate, including the reorganization of text and maps as may be appropriate; and

(D) File the final document with the City Clerk.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-23-10
_____
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.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-30 – Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment. Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise and update the City's regulations pertaining to wastewater collection and treatment. The provisions of the bill are designed to keep the City's regulations in conformance with State and Federal requirements, while allowing for more regulatory flexibility where appropriate.

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. 2010-30
2. Business Impact Statement

BILL NO. 2010-30

ORDINANCE NO. _____

AN ORDINANCE TO REVISE AND UPDATE CHAPTER 14.17 OF THE MUNICIPAL CODE RELATING TO WASTEWATER COLLECTION AND TREATMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Jorge Cervantes, Director of Public Works

Summary: Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 14, Chapter 17, Section 5, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.005: The purpose of this Chapter is to set forth uniform requirements for the direct and indirect use of the wastewater collection and treatment system of the City [in order] and to comply with all applicable State and Federal standards that are established in accordance with [the Clean Water Act of 1977,] Federal clean water legislation, the General Pretreatment Regulations (40 CFR Part 403) and all related and applicable Federal regulations and grant conditions, as they are now constituted or as they may hereafter be amended or recodified.

SECTION 2: Title 14, Chapter 17, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.010: The objectives of this Chapter are to:

(A) Provide for the beneficial public use of the wastewater collection and treatment system through the regulation of the construction and use of [sewers;] the system;

(B) Prevent the introduction of pollutants into the system which will interfere with the operation of the system or contaminate the resulting wastewater or sludge, or both;

(C) Prevent the introduction of pollutants into the system which will pass through the system inadequately treated or will be incompatible with the system;

(D) Improve the opportunity to recycle and reclaim wastewater and sludge from the system;

(E) Provide for the equitable distribution of the total cost of the system and all of

the related programs through the establishment of fair and equitable fees, charges, assessments and penalties;

(F) Regulate, through the issuance of permits to certain users and through the enforcement of general requirements for all users, users whose wastewaters are discharged [directly or indirectly] into the system;

(G) Provide for monitoring and enforcement activities;

(H) Establish civil, administrative and criminal penalties for violations of the provisions of this Chapter;

(I) Provide procedures for complying with the requirements that are placed upon the City by other governmental agencies; and

(J) Conform with the policies of the agencies of the State and Federal governments concerning the requirements that:

(1) Relate to the proper design and construction of all wastewater collection and treatment facilities, including without limitation connections to the system;

(2) Prohibit the introduction of toxic, hazardous and incompatible pollutants into the system; and

(3) Prohibit any new connection [from an inflow source] that would introduce into the system[.] water or material that should be discharged into a storm drain.

SECTION 3: Title 14, Chapter 17, Section 15, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 4: Title 14, Chapter 17, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.020: (A) This Chapter applies to:

(1) [persons] Persons within the City; and

(2) [to persons] Persons outside the City who are, by permit, contract or agreement with the City, users of the system.

(B) Except as may be otherwise provided in this Chapter, the [director] Director shall administer, implement and enforce the provisions of this Chapter.

SECTION 5: Title 14, Chapter 17, Section 25, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 6: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 25, reading as follows:

14.17.025: Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter:

"Act" means the provisions of the Clean Water Act, as amended and as set forth in 33 U.S.C. §§ 1251 et seq., together with all guidelines, limitations and standards that are promulgated by the EPA pursuant to the Act.

"Aliquot" means a portion of a sample.

"Authorized representative," with respect to a user or industrial user, means:

(A) A responsible corporate officer, if the user submitting the information required by this Chapter is a corporation. For the purpose of this definition, a responsible corporate officer means:

(1) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

(2) The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(B) A general partner or proprietor, if the user submitting the information required by this Chapter is a partnership or sole proprietorship, respectively.

(C) A duly authorized representative of an individual designated in Subsection (A) or Subsection (B) of this definition if:

(1) The authorization is made in writing by the individual described in Subsection (A) or Subsection (B) of this definition;

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(3) The authorization is submitted to the Director.

➥If an authorization under this Subsection (C) is no longer accurate, a new authorization satisfying the requirements of this Subsection (C) must be submitted to the Director prior to or together with the submission of any reports to be signed by an authorized representative.

"Best management practice" or "BMP" means a structural device, facility, measure, source control practice, or any activity, along with any required documentation thereof, that helps to achieve compliance with any discharge requirement set forth in this Chapter.

"Biochemical oxygen demand" or "BOD" means the quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Bypass" means the intentional diversion of wastestreams from any portion of an industrial user's pretreatment facility.

"CFR" means the Code of Federal Regulations, a codification of regulations issued by the executive departments and agencies of the Federal Government.

"Chain of custody" means a record of each person involved in the possession and handling of a sample, from the collection of the sample to the final analysis of the sample.

"Collection system" or "sanitary sewer" means the part of the system that is used to convey wastewater to wastewater treatment plants.

"Compliance schedule" means the period that is allowed by the Director for an industrial user to comply with its permit conditions or discharge requirements, which may include specific milestone dates for completion of any increment of the compliance schedule.

"Composite sample" means a collection of a minimum of four aliquots obtained at intervals over a twenty-four hour time span. A composite sample may be either an equal-time composite, in

which an aliquot proportional to the flow is collected during a regular interval (e.g., once per hour), or an equal-volume interval, in which aliquots of equal volume are collected after a specified flow passes the sampling point (e.g., 100 ml of sample per 1000 gallons of flow).

"Cooling water" means the water that is discharged from any use, such as air-conditioning, cooling or refrigeration or to which the only pollutant that is added is heat.

"Determine compliance" refers to the sampling and analysis conducted on specific industrial wastes to ascertain compliance with LVMC 14.17.080 to 14.17.135, inclusive, or with any more stringent applicable national pretreatment standards.

"Director" means the Director of Public Works of the City, or an authorized agent or representative of the Director.

"Discharge" means the introduction of wastewater into the system.

"Discharger" means any person who discharges wastewater into the system or otherwise allows wastewater to enter the system.

"Domestic wastewater" means wastewater discharged by residences, commercial establishments, industries, and other dischargers that is similar to wastewater ordinarily discharged by residences. The term includes wastewater containing human excretions, household cleaning wastes, household food wastes, and household drain-cleaning products used in domestic quantities. The term excludes process wastewater from any business or industrial process, ground garbage and food wastes from restaurants and other commercial food vendors, and hazardous materials from residences and other users except as otherwise provided in this definition.

"Effluent" means the liquid outflow from any treatment plant or facility that is designated to treat, convey or store wastewater, liquid waste or industrial waste.

"Environmental control permit" means the permit that is described in LVMC 14.17.140, 14.17.145 and 14.17.150.

"EPA" means the United States Environmental Protection Agency, and, when it is appropriate, the Administrator thereof or any other duly authorized official of that agency.

"Fee" means any charge to a person that is made under this Chapter and shall include without limitation all fees specified in this Chapter.

"Garbage" means the putrescible animal and vegetable wastes that result from the handling, preparation and dispensing of food.

"Grab sample" means a sample collected at a particular time and place which represents the composition of the wastewater only at that time and place.

"Holding tank waste" means any liquid, solid material or waste from a holding tank, such as those associated with vessels, chemical toilets, campers, trailers, septic tanks, vacuum pump tank trucks or other tanker trucks.

"Industrial user" means:

(A) Any user who discharges or has the potential to discharge industrial wastewater into the system; or

(B) Any user who is subject to regulations promulgated in accordance with Section 307(b), (c), or (d) of the Act.

"Industrial wastewater" means any wastewater that is not domestic wastewater or stormwater.

"Interceptor" means any grease interceptor, sand/oil interceptor or any other device that is designed, constructed and operated for the purpose of removing and retaining floatable or settleable material from wastewater by differential gravity separation before its discharge into the system.

"Interference" means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

(A) Inhibits or disrupts the system, its treatment processes or operations, or its sludge processes, use or disposal; and

(B) As a result:

(1) Causes a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation); or

(2) Prevents the use or disposal of sewage sludge in compliance with all applicable State and Federal requirements.

"Lower explosive limit" means the minimum concentration of a combustible gas or vapor in air (usually expressed in percent by volume at sea level) which will ignite if an ignition source (sufficient ignition energy) is present.

"Mass emission rate" means the weight of the material that is discharged into the system during any given period.

"Micrograms per liter (μg/L)" means a unit of the concentration of a water or wastewater parameter. One μg/L is one microgram of the parameter in one liter of water. It approximates parts per billion (ppb) when reporting the results of water and wastewater analysis.

"Milligrams per liter (mg/L)" means a unit of the concentration of a water or wastewater parameter. One mg/L is one milligram of the parameter in one liter of water. It approximates parts per million (ppm) when reporting the results of water and wastewater analysis.

"Monitoring facility" means an approved location in a building sewer to allow for sampling, monitoring and flow measurement of the contents of the sewer.

"National pretreatment standard" means any regulation that contains pollutant discharge limits promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act, and that applies to industrial users. The term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

"NDEP" means the Division of Environmental Protection of the Nevada Department of Conservation and Natural Resources.

"NPDES permit" means a National Pollutant Discharge Elimination System permit that is issued by NDEP pursuant to Section 402 of the Act, authorizing a person to discharge pollutants into the waters of the United States.

"Nuisance" means anything that is hazardous, indecent or offensive to the senses or is an obstruction to the free use of property in such a manner as to interfere with the comfortable and safe enjoyment of life and property.

"Parameter" means any chemical element, substance, compound or wastewater characteristic.

"Pass through" means a discharge that exits the system into the waters of the State in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation).

"Person" means any natural or artificial person, male, female or neuter, singular or plural, including without limitation any individual, firm, company, municipal or private corporation,

association, society, institution, enterprise or governmental agency or entity.

"pH" means the logarithm (base ten) of the reciprocal of the hydrogen ion concentration, expressed in moles per liter, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Pretreatment" means the treatment of wastewater before discharge into the system, or the use of process changes or best management practices to improve the amount or quality of wastewater discharged into the system.

"Pretreatment facility" means any works or device for the treatment or flow limitation of wastewater prior to its discharge into the system.

"Radioactive material" means material containing chemical elements that spontaneously change their atomic structure by emitting particles, rays or energy forms in excess of normal background radiation.

"Septic tank" means a receptacle which receives the discharge from a building, sanitary drainage system, or any part thereof, and is designed and constructed in such a manner as to separate the solids from the liquid, digest the organic matter through a period of detention and allow the liquid to be discharged into the soil outside the tank through a system of open joint or perforated piping or a seepage pit.

"Severe property damage" means substantial physical damage to property, damage to the pretreatment facilities which causes them to become inoperable or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass but does not include the economic loss that is caused by delays in production.

"Sharps" means hypodermic needles, hypodermic syringes, blades and broken glass and, without limitation, includes any device, instrument or other object which has acute rigid corners, edges or protuberances.

"Significant industrial user" means any industrial user which meets the Class I criteria defined in Section 14.17.150.

"Significant noncompliance" means any violation of this Chapter or other applicable law by a significant industrial user if the violation meets one or more of the following criteria:

(A) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;

(B) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(C) Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that, as determined by the Director, has endangered the health of City personnel or the general public, either alone or in combination with other discharges, interference or pass through;

(D) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the City's exercise of the emergency authority that is granted to it by this Chapter to halt or prevent such a discharge;

(E) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(F) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(G) Failure to accurately report noncompliance; or

(H) Any other violation or group of violations which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

"Sludge" means any semisolid material that is settled or skimmed by wastewater treatment.

"Source control" means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering the wastewater prior to recycling, treatment, or disposal. The term:

(A) Includes equipment or technology modifications, process or procedure

modifications, the reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training, or inventory control.

(B) Does not include any treatment that alters the physical, chemical, or biological characteristics or the volume of a hazardous substance, pollutant, or contaminant through a process or activity which itself is not integral to and necessary for the production of a product or the providing of a service.

"Spill" means any significant spill, leak, or release of any hazardous material, hazardous waste or any industrial chemical or product, whether intentional or unintentional, other than that which is part of a user's or other person's normal operation or as allowed by an environmental control permit or NPDES permit.

"Standard Industrial Classification" or "SIC" means a system of classifying industries, as identified in the Standard Industrial Classification Manual, 1987, prepared by the Office of Management and Budget.

"Storm drain" means a street, gutter, wash or conveyance structure for carrying stormwater.

"Stormwater" means runoff resulting from precipitation, irrigation, or normal residential activity.

"Surface waters" means "navigable waters" as that term is defined in the Act.

"System" means the wastewater collection and treatment system of the City, which includes, without limitation, any device or system used in the transportation (such as sewers, pipes and other conveyances that convey wastewater to the City's wastewater treatment plants), storage, treatment, recycling and reclamation of municipal wastewater or industrial wastes.

"Total dissolved solids" means the solid matter in solution, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Total oil and grease" means relatively non-volatile hydrocarbons, vegetable oils, animal fats, waxes, soaps, greases, and related materials that are extracted and determined as hexane extractable material by EPA Method 1664 and amendments thereto.

"Total Petroleum Hydrocarbons" means petroleum compounds with a carbon number range of C5 to at least C34, as determined in accordance with procedures that are acceptable to the Director.

"Total suspended solids" or "TSS" means the solid matter that is suspended in a liquid, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Trade secret" means any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information which is not patented but which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article of trade, or a service that has a commercial value and which affords the person who possesses the same the opportunity to obtain a business advantage over competitors who do not know of it or use it.

"Upset" means an exceptional incident in which there is an unintentional and temporary noncompliance with the discharge limitations that are specified in an industrial user's environmental control permit or this Chapter as the result of factors that are beyond the reasonable control of such industrial user.

"User" means any person who contributes, or causes or permits the contribution of, wastewater into the system.

"Wastewater" means any liquid, solid, gaseous, or radioactive substance that enters the system.

"Wastewater treatment plant" means an assemblage of devices, structures and equipment for treatment of wastewater.

SECTION 7: Title 14, Chapter 17, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.030: It is declared to be the policy of the City to protect the health, welfare and safety of the residents thereof by constructing, operating and maintaining a system of sewers and liquid waste treatment and disposal facilities that service the homes and commercial and industrial establishments within the City and its environs, as required by State and Federal law. The following basic principles apply to wastewater that is discharged into the system:

(A) The highest and best use of the system is the collection, treatment and reclamation or disposal of domestic wastewater. The use of the system for industrial waste discharges is subject to regulation by the City;

(B) Industry is urged to seek procedures for the recovery and reuse of industrial waste discharges which will satisfy the limitations that are prescribed for industrial discharges, rather than the procedures that are designed solely to meet discharge limitations;

(C) The City is committed to a policy of wastewater renovation and reuse in order to provide an alternate source of water supply and to reduce the overall costs of wastewater treatment and disposal. The renovation of wastewater through wastewater treatment processes may necessitate more stringent quality requirements with respect to industrial waste discharges as the demand for reclaimed water increases. The optimum use of the City's facilities may require the discharge of wastewaters during periods of low flow into the system in accordance with guidelines that are established by the City;

(D) Provisions are made in this Chapter to regulate industrial discharges, to comply with the State and Federal requirements and policies, and to satisfy increasingly higher standards of treatment plant effluent quality and environmental considerations. This Chapter establishes quantity and quality limitations on wastewater discharges in situations in which such discharges may adversely affect the system or the quality of the effluent therefrom, or both. These limitations are intended to improve the quality of wastewater being received for treatment and to encourage water conservation by all of the users who are connected to the system. The intent of the City's policy is to discourage an increase in the quantity (mass emission rate) of waste [constituents] parameters that are discharged; and

(E) Methods of cost recovery are established [in] for situations in which industrial discharges impose upon the City the costs of collection, treatment or disposal, [costs,] or any combination of such costs, [on the City which may not] and recovery of those costs is necessary in order to be fair and equitable to all users of the system.

SECTION 8: Title 14, Chapter 17, Section 35, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.035: (A) The Director is authorized, empowered and directed to adopt [such rules, regulations and standards as may be deemed by him to be] rules and regulations that the Director may deem reasonably necessary in order to protect the system and to control and regulate the proper use

thereof; provided, however, that the terms and provisions of such rules and regulations shall be promulgated in a manner that is reasonably calculated to result in the uniform control of the system.

(B) The Director may classify dischargers by industrial categories and impose an industrial wastewater treatment surcharge that is based upon flow quality and the flow quantity, as provided for by this Chapter.

(C) Any time limit that is provided in any written notice from the Director or in any provision of this Chapter may be extended only by a written directive of the Director.

(D) The Director may perform work of an educational nature and may, for this purpose, cooperate with civic organizations, industries, water agencies, wastewater collection and treatment agencies and other public corporations.

(E) The Director shall have the responsibility of administering, implementing and enforcing all of the provisions of this Chapter. However, the Director may delegate any power that is granted to, or duty that is imposed upon, the Director [may be delegated by him] by this Chapter to any other person who is in the employ of the City's Department of Public Works. [and may be confirmed in writing by the City Council upon any other person or persons, whether or not he or they are in the employ of the City.]

SECTION 9: Title 14, Chapter 17, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.040: If wastewater collection and treatment capacity is not available, [at the City's wastewater treatment plant,] the [City] Director may restrict discharge into the system until sufficient capacity can be made available. When [it is] requested to do so by a potential discharger who desires to locate new facilities within the service area of the system, the [City] Director may advise such discharger concerning the areas in which wastewater of the quantity and quality that it is expected to generate can be received by the system. The [City] Director may refuse immediate service to any new source that is located in an area in which the expected quantity or quality of wastewater is unacceptable in the system.

SECTION 10: Title 14, Chapter 17, Section 45, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.045: Each user of the system who is subject to this Chapter shall [be required to] retain records of waste manifests, monitoring results and related wastewater generation and pretreatment activities, whether or not the same are required by this Chapter, for a minimum period of three years. Such records shall be made available for inspection and copying by the Director at any time. The period of retention shall be extended during the course of any unresolved litigation that involves the user or the City, or both, or upon the order of the Director.

SECTION 11: Title 14, Chapter 17, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.050: (A) In the event that [an uncontrolled discharge occurs,] a spill enters the system, a public street or a storm drain, the user from whose facilities [such discharge] the spill emanates shall immediately notify the Director of [such] the incident by telephone. The notification shall include the location or locations of the [discharge,] spill, the type or types of material that was [discharged,] spilled, the concentration and volume thereof and the corrective actions, if any, that have been taken.

(B) Within five days following [such uncontrolled discharge,] the spill, the user shall submit to the Director a detailed written report that describes the cause of the [discharge,] spill, the corrective action that was taken and the measures that the discharger will take to prevent future occurrences. Such notification shall not relieve the discharger of the liability for fines that may result from [such discharge.] the spill.

SECTION 12: Title 14, Chapter 17, Section 55, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.055: (A) In order for the employees of industrial users to be informed of the requirements of the City, each industrial user shall make available to its employees copies of the user's environmental control permits, and copies of this Chapter, together with such other wastewater information and notices as may from time to time be furnished by the [City] Director that [are directed toward] address more effective pollution control.

(B) A legible, understandable and conspicuously placed notice shall be permanently posted on each industrial user's bulletin board or other prominent place advising the industrial user's employees to [call] contact the Director in the event of [an uncontrolled discharge as soon as possible,

and no later than one hour, after the discharge and to provide the Director with at least the following information:

(1) The time, location, type, concentration and volume of the discharge;

(2) Any corrective action that has been taken.

(B) Each industrial user shall ensure that all of its employees in a position to cause or allow an uncontrolled discharge to occur are advised of this notification procedure.] a spill that enters the system, a public street or a storm drain. In the event that a substantial number of [such] an industrial user's employees use a language other than English as a primary language, the notice shall be worded in [both] English and [the language or languages that are involved.] in the other languages so used. The notice shall [set forth the current] include the phone number [of] that has been specified by the Director. [and shall identify, as the minimum, the necessary information that must be provided to the Director.]

SECTION 13: Title 14, Chapter 17, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 14: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new Section 60, reading as follows:

14.17.060: (A) Information and data with respect to any user that is obtained from reports, surveys, environmental control permit applications, environmental control permits, monitoring programs, and inspection and sampling activities shall be made available to the public without restriction unless the user specifically otherwise requests, and is able to demonstrate to the satisfaction of the Director that the release of such information would divulge information, processes or methods of production that are entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time the information is submitted to the City. When a request not to disclose information within a document has been timely made and the Director is satisfied that the release of information would divulge information, processes or methods of production that are entitled to protection as trade secrets under applicable State law, the portions of a document containing that information shall not be made available to the public. However, such information shall be made available upon request to governmental agencies for uses related to the NPDES program or the

pretreatment program, and in enforcement proceedings that involve the person who furnished the information. Wastewater parameters and characteristics, as well as other effluent data as defined by 40 CFR 2.302, will not be recognized as confidential information and will be made available to the public without restriction.

(B) The City may charge a reasonable fee in accordance with State law for providing copies of records requested under this Section.

SECTION 15: Title 14, Chapter 17, Section 65, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.065: The [City will comply with the public participation requirements that are contained in 40 CFR Part 25 in the enforcement of national pretreatment standards. Procedures with respect thereto shall include the provision for publishing] Director will publish, at least annually, in the largest daily newspaper published within the City, [public notification] a list of the names of [the industrial users who, during the preceding twelve months, were found to be] Class I industrial users who, at any time during the previous twelve months, were in significant noncompliance with [the applicable pretreatment standards or other pretreatment requirements.] applicable national pretreatment standards or other applicable requirements set forth in this Chapter.

SECTION 16: Title 14, Chapter 17, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.070: Any user who discharges or causes to be discharged [into the system] any [prohibited] wastewater into the system, [and] where such discharge causes damage to, or detrimental effects on, the system, or any part thereof, shall be liable to the City for all damages, cleanup costs, and other associated costs that result therefrom.

SECTION 17: Title 14, Chapter 17, Section 85, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.085: (A) Except as provided for in Subsection (B) of this Section, [It] it is unlawful for any user to discharge or cause to be discharged into the system any rainwater, stormwater, groundwater, street drainage, subsurface drainage, roof drainage, [swimming pool or spa drainage from non-residential users,] yard drainage, water from [yard fountains, ponds or lawn sprays] ponds

or lawn spray runoff, or any other [uncontaminated] water[,] (except air conditioning condensate) that is suitable for discharge into the City's storm drain system. [other than air conditioning condensate.] Every private or public washrack or floor or slab drain that is used for cleaning machinery or machine parts shall be adequately protected against storm or surface inflow.

(B) [Pursuant to LVMC 14.17.190, if] If no alternate method of disposal is reasonably available, the [City] Director may issue a temporary environmental control permit for the discharge of [such] water described in Subsection (A) on a temporary basis [only.] pursuant to LVMC 14.17.190. A temporary environmental control permit may also be given in order to mitigate an environmental or health hazard with the installation of appropriate rainwater diversion devices or facilities. [If such a permit is granted for the discharge of such water into a public sewer, the user shall pay the applicable charges that are established in a separate resolution that is adopted by the City Council and shall meet such other conditions as may be imposed by the City.] The Director may also allow a user to discharge such wastewater for extended periods under a Class I or Class II environmental control permit.

SECTION 18: Title 14, Chapter 17, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.090: It is unlawful for any user to discharge or cause to be discharged into the system any radioactive waste except when:

(A) The user is authorized to use radioactive materials by an applicable Federal and State agency or other governmental agency that is empowered to regulate the use of radioactive materials;

(B) The waste is discharged in strict conformity with current Federal and State regulations for safe disposal;

(C) The user is in compliance with all of the rules and regulations of all other applicable regulatory agencies; and

(D) A Class I permit has been obtained from the [City] Director pursuant to LVMC 14.17.140, 14.17.145 and 14.17.150.

SECTION 19: Title 14, Chapter 17, Section 95, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.095: It is unlawful for any user to discharge or cause to be discharged into the system any infectious waste, [unless such waste is ground in a grinder which meets the fineness of grind requirements that are set forth in LVMC 14.17.100(B). In such event, entry to the grinding mechanism shall be restricted to a six-inch by nine-inch opening, and the material shall be placed in containers that are segregated from other suitable disposal containers, do not exceed five gallons in capacity and are colored red for identification. Such containers and their contents shall be weighed and recorded prior to disposal, and such records shall be made immediately available to the City for inspection upon its request.] other than that which may be contained in domestic wastewater. Recognizable portions of the human or animal anatomy shall not be [ground or] discharged [to] into the system.

SECTION 20: Title 14, Chapter 17, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.100: [(A)] It is unlawful for any industrial user to discharge or cause to be discharged into the system any [commercial garbage, food market waste or food plant waste except after the same has been suitably ground in accordance with subsection (B) of this Section.

(B) The following fineness of grind requirements for all types of grinders shall apply at all times.

(1) At least forty percent of the material must pass a No. 8 sieve;

(2) At least sixty-five percent of the material must pass a No. 3 sieve; and

(3) One hundred percent of the material must pass a 1/2-inch screen.

(C) (1) Waste from garbage grinders, other than waste that is generated in preparation of food shall not be discharged into the system.

(2) Garbage grinders shall shred the waste to the degree that all of the particles will be carried freely under the normal flow conditions that prevail in the system and will meet the fineness requirements that are set forth in subsection (B) of this Section, and such a garbage grinder shall not be used for grinding plastic, paper products, inert materials or garden refuse.

(3) The installation of any garbage grinder with a motor of three-fourths

horsepower or greater shall be subject to the review and approval of the Director.] ground food waste.

SECTION 21: Title 14, Chapter 17, Section 105, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.105: It is unlawful for any user to discharge or cause to be discharged into the system any ground or unground sharps. [unless they are ground in an approved grinder that is capable of meeting the fineness of grind requirements that are set forth in LVMC 14.17.100(B). Sharps shall be ground by an approved grinder the motor of which does not exceed five horsepower.]

SECTION 22: Title 14, Chapter 17, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.110: (A) Except as otherwise provided by Subsection (B), [It] it is unlawful for any user to discharge or cause to be discharged into the system: [, the City's storm drain system or the waters of the State the contents of any septic tank, holding tank or cesspool or any trucked wastewater.]

(1) Any holding tank waste;

(2) The contents of any interceptor after such contents have been removed; or

(3) Any trucked or hauled wastewater.

(B) The Director may conditionally allow a user to discharge, through an approved connection, wastes that are otherwise prohibited by Subsection (A) of this Section upon:

(1) Submission by the user of a written application and approval by the Director; or

(2) Approval by the Director under emergency conditions.

(C) Discharges approved pursuant to this Section shall be subject to applicable fees and charges established by the City Council pursuant to LVMC 14.17.345.

SECTION 23: Title 14, Chapter 17, Section 115, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.115: It is unlawful for any user to remove any manhole cover, or to discharge or cause to be discharged any wastewater directly into a manhole or other opening in [a sewer other than through an approved (industrial) connection sewer] the system that has not been authorized for wastewater

discharge, unless such discharge is approved by the [City upon] Director. The Director may require a written application by the user and the payment of the applicable fees and charges that [are established in a separate resolution that is adopted] have been established by the City Council[.] pursuant to LVMC 14.17.345.

SECTION 24: Title 14, Chapter 17, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 25: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 120, reading as follows:

14.17.120: (A) It is unlawful for any user to discharge or cause to be discharged into the system any of the following materials:

(1) Pollutants that create a fire or explosion hazard in any part of the system, including, but not limited to, wastestreams with a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (sixty degrees Celsius) using the test methods specified in 40 CFR 261.21;

(2) Pollutants that will cause corrosive structural damage to any part of the system, but in no case any discharge with a pH lower than 5.0 unless the works is specifically designed to accommodate such discharges;

(3) Solid or viscous pollutants in amounts that will cause an obstruction to the flow in any part of the system, resulting in interference;

(4) Any pollutant, including oxygen demanding pollutants (BOD, etc.), that are released in a discharge at a flow rate or in a pollutant concentration, or both, that will cause interference with the system;

(5) Heat in amounts that will inhibit biological activity in any wastewater treatment plant operated by the City and therefore result in interference, but in no case heat in such amounts that the temperature at any wastewater treatment plant operated by the City exceeds one hundred four degrees Fahrenheit (forty degrees Celsius), or such higher temperature limits as may be approved by the EPA upon request of the Director;

(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil

origin in amounts that will cause interference or pass through;

(7) Pollutants that result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems;

(8) Any trucked or hauled pollutants, except at discharge points designated by the Director;

(9) Any material which, by reason of its nature or quantity, is dangerously flammable, reactive, explosive or corrosive, or which by interaction with other materials results in a fire, explosion, damage to the system, injury, unreasonable safety hazard or nuisance;

(10) Any material that causes a sewer atmosphere to exceed ten percent of the lower explosive limit at the point of discharge into the system, or exceed five percent at any other point in the system;

(11) Floatable material from an industrial user that is readily removable;

(12) Any wastewater that causes interference or pass through;

(13) Any material that adversely affects the result of any whole effluent toxicity test at any wastewater treatment plant; or

(14) Any material the discharge of which violates an applicable regulation promulgated in accordance with Subsections (b), (c) or (d) of Section 307 of the Act.

(B) Except as allowed in an environmental control permit, it is unlawful for any user to discharge or cause to be discharged into the system any of the following materials in concentrations significantly greater than those found in ordinary domestic wastewater:

(1) Gasoline, jet fuel, diesel, kerosene, naphtha, benzene, toluene, ethylbenzene, xylene, ethers, alcohols, ketones, aldehydes, chlorinated hydrocarbons, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, solvents or pesticides;

(2) Acids, caustics, sulfides, fluorides or substances that will react with water to form acidic products;

(3) Particles that are greater than one-half of an inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshing, entrails, feathers, ashes, cinders, sand, silt, gravel, spent lime, stone marble dust, concrete, metallic objects, glass, straw, shavings, grass

clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas tar, asphalt residues, residues from the refining or processing of fuel, lubricating oil, mud, glass grinding or polishing wastes;

(4) Toxic priority pollutants, organophosphorus pesticides, or carbamate pesticides; or

(5) Wastewater that contains pigment or color that can be identified in the discharge from any wastewater treatment plant.

(C) Except where expressly authorized to do so by an applicable national pretreatment standard, it is unlawful for an industrial user to increase the use of process water or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment in order to achieve compliance with a national pretreatment standard or any requirement set forth in this Chapter. The Director may impose mass limitations on any industrial user who uses dilution to meet applicable national pretreatment standards or other applicable requirements set forth in this Chapter, or in any other case where the Director deems the imposition of mass limitations to be appropriate.

SECTION 26: Title 14, Chapter 17, Section 125, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.125: It is unlawful for any user to discharge or cause to be discharged into the system any wastewater if the Director has determined that such discharge may have an adverse or harmful effect upon [the sewer maintenance personnel, wastewater treatment plant personnel or equipment,] <u>any part of the system, any person who operates or maintains any part of the system,</u> treatment plant effluent quality or any public or private property, or may otherwise endanger the public or local ecological systems or tend to create a nuisance. The Director, in determining the acceptability of specific wastewaters, shall consider the nature of the wastewater and the adequacy and nature of the system to accept the wastewater. A user who is affected by any such determination shall have the right to appeal that determination in the manner that is set forth in LVMC 14.17.320[, if such determination creates an extreme hardship,] and to have [such] <u>the</u> appeal finally decided before any criminal proceeding may be instituted against [such] <u>the</u> user.

SECTION 27: Title 14, Chapter 17, Section 130, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 28: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 130, reading as follows:

14.17.130: (A) It is unlawful for any industrial user to introduce wastewater into the system that, at any time, exceeds the following concentrations:

Parameter	**Maximum Concentration (mg/L unless otherwise noted)**
Ammonia (as N)	61.0
Arsenic	2.3
Barium	13.1
Beryllium	0.02
Cadmium	0.15
Chromium (Hexavalent)	0.1
Chromium (Total)	5.6
Copper	0.6
Cyanide (Total)	19.9
Lead	0.20
Mercury	0.001
Nickel	1.1
pH	5.0–11.0 Standard Units
Phenols	33.6
Selenium	0.5
Silver	2.7
Total Petroleum Hydrocarbons	100
Zinc	8.2

(B) Notwithstanding the concentration limitations that are set forth in Subsection (A) of this Section, if the Director, in order to implement any provision of this Chapter or any national pretreatment standard, imposes more additional or more restrictive limitations upon a user's

environmental control permit and includes them in the permit, it is unlawful for the user to introduce wastewater into the system that exceeds the permit limitations.

(C) Except as otherwise allowed by the Director pursuant to Subsection (D), it is unlawful for any industrial user to introduce wastewater into the system that exceeds the surcharge thresholds set forth in the table below:

Parameter	Surcharge Threshold (mg/L)
Biochemical Oxygen Demand	600
Phosphorus	14.0
Total Suspended Solids	750

(D) The Director may allow a particular industrial user to discharge in excess of any surcharge threshold set forth in Subsection (C). In such a case, the Director may impose reasonable conditions on the discharge. The user shall pay surcharge fees in amounts that have been established by the City Council pursuant to LVMC 14.17.345, which shall be in addition to sewer service charges established under LVMC Chapter 14.04.

(E) The Director shall determine the method to be used to calculate the total amount of any parameter described in Subsection (C) that is discharged into the system and the amount to be subject to surcharge fees. The method shall be subject to other applicable provisions of this Chapter. The user shall pay the costs of laboratory analyses and staff coordination time used to determine the amount of surcharge fees.

(F) The Director may deny a request to exceed any surcharge threshold set forth in Subsection (C) upon a determination that the discharge has a reasonable potential, either alone or in combination with discharges from other contributing industrial users, to adversely affect the system.

(G) Concentrations of parameters identified in this Section shall be determined using sampling procedures specified in LVMC 14.17.240.

SECTION 29: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 133, reading as follows:

14.17.133: (A) The Director may require any industrial user who introduces wastewater into

the system with a total dissolved solids concentration in excess of one thousand two hundred mg/L to submit a salinity control plan. Such a plan must be submitted to the City within ninety days after notification from the Director to do so. The plan shall contain a description of chemicals and materials that contribute to the total dissolved solids concentration in the wastewater discharged by the industrial user, as well as source control practices that will be incorporated by the industrial user to reduce the total dissolved solids concentration to less than one thousand two hundred mg/L, or the lowest concentration that the Director deems to be reasonably practicable.

(B) The Director may require any industrial user who exceeds the total dissolved solids threshold to resample for this parameter on an ongoing basis and submit the results to the Director to demonstrate compliance with the user's salinity control plan. The user shall pay the costs of laboratory analyses and staff coordination time used to determine concentrations of total dissolved solids. If any subsequent sampling indicates significant deviation from the user's salinity control plan, the Director may require the user to perform corrective action.

(C) The Director may require an industrial user to submit an updated salinity control plan when the Director deems necessary. The plan shall contain additional or revised source control practices that will be incorporated by the industrial user to reduce the total dissolved solids concentration to less than one thousand two hundred mg/L, or the lowest concentration that the Director deems to be reasonably practicable. Updated salinity control plans must be submitted to the Director within ninety days after notification from the Director to do so.

(D) The Director may prohibit the introduction into the system of any wastewater that contains excessive amounts of total dissolved solids, as determined by the Director.

SECTION 30: Title 14, Chapter 17, Section 135, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.135: (A) Bypasses are prohibited, and the [City] <u>Director</u> may take enforcement action against an industrial user for a bypass unless:

(1) The bypass was unavoidable to prevent loss of life, personal injury or severe property damage;

(2) There was no feasible alternative to the bypass, including without

limitation the use of auxiliary treatment facilities, the retention of untreated wastes, or proper maintenance during normal periods of equipment downtime; provided, however, that this exception shall not apply if the Director determines that, in the exercise of reasonable engineering judgment, adequate backup equipment should have been installed to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

(3) The industrial user submitted the notices that are required by [subsection] Subsection (B) of this Section, and the [City] Director, after considering the potential adverse effects of the anticipated bypass, has determined that the bypass will satisfy the three conditions that are set forth in paragraph (1) of this [subsection] Subsection (A) of this Section and has approved the bypass.

(B) (1) If an industrial user knows in advance of the need for a bypass, it shall submit a prior notice to the [City] Director, if possible, at least ten days before the date of the bypass.

(2) An industrial user shall submit an oral notice to the [City] Director of an unanticipated bypass that exceeds the limits that are imposed in its [wastewater contribution] environmental control permit or the applicable [Federal or State] national pretreatment standards within twenty-four hours after the time that the industrial user becomes aware of the bypass. [Such] The industrial user shall also provide a written [notice] report to the [City] Director within five days after the time the industrial user becomes aware of the bypass, which [notice] report shall contain a description of the bypass, its cause, the duration of the bypass, including the exact dates and times, the steps that have been taken or are planned to prevent the recurrence of such a bypass and, if the bypass has not been corrected, the anticipated time that it is expected to continue and the steps that have been taken or are planned to reduce or eliminate the bypass. The [City] Director may waive such written report on a case-by-case basis if the oral report has been received [by it] within the twenty-four-hour period and it contains all of the required information.

(C) Bypasses that [are determined by the Director to be essential for the proper maintenance] provide essential maintenance to assure efficient operation of an industrial user's facilities are not subject to the provisions of [subsections] Subsections (A) and (B) of this Section [and may be permitted] as long as they do not cause a violation of [such] the industrial user's [wastewater

contribution] environmental control permit or the applicable [Federal or State] national pretreatment standards.

SECTION 31: Title 14, Chapter 17, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.140: (A) No statement that is contained in LVMC 14.17.080 to 14.17.135, inclusive, shall be construed as preventing the Director from issuing [a wastewater contribution] an environmental control permit that allows an industrial waste of unusual strength or character if the discharge does not violate the applicable [Federal or State] national pretreatment standards. The discharger shall pay all of the extra costs that are incurred by the City in connection with treating such discharge.

(B) For the purposes of this Chapter, the following user classifications are established in order to assign appropriate user charges and fees and permit requirements:

(1) Class I;

(2) Class II;

(3) Temporary.

(C) Users who are issued permits shall pay all fees established by the City Council pursuant to LVMC 14.17.345, including without limitation application and annual renewal fees. Failure to pay any fee within the applicable time period is sufficient grounds to withhold an environmental control permit or revoke an environmental control permit that was previously issued.

SECTION 32: Title 14, Chapter 17, Section 145, of the Municipal Code of the City of Las Vegas, Nevada, 1983, is hereby amended to read as follows:

14.17.145: (A) Permits for the use of the system [shall be] are required as provided in this Chapter. Permit applications, in the form that is prescribed by the [City] Director and accompanied by all [of the] applicable fees, shall be filed with the Director. [Application and permit fees shall be used to defray the administrative costs and shall be subject to periodic revisions. In compliance with the Federal Water Pollution Act of 1972, all of the costs of industrial waste control are mandated to be charged to the owners or operators of the contributing industrial connections. Wastewater contribution permits may be renewed by the payment of the] Environmental control permits shall be

subject to such annual fees [that are established by the City.] as have been established by the City Council pursuant to LVMC 14.17.345. The cost of the laboratory analyses and staff coordination time [that are required in order to establish] used in establishing an industrial user's compliance with its discharge limits shall be paid by the industrial user whose facility is sampled, in accordance with [the] fees [therefor] that [are] have been established by the City[.] Council pursuant to LVMC 14.17.345.

(B) Each industrial user who proposes to [connect] discharge to any part of the system [must, before doing so,] , unless exempted by the Director, shall apply for and, if required by the [City, obtain a wastewater contribution] Director, obtain an environmental control permit. Also, any industrial user [which] who does not currently have an existing [wastewater contribution] environmental control permit, but proposes to contribute new pollutants, significantly increase the existing pollutants or significantly change the characteristics of existing pollutants [must,] shall, before doing so, [apply for and, if required by the City, obtain a wastewater contribution permit. The City may deny or condition a wastewater contribution permit for a new or increased contribution of pollutants or a change in the nature of the pollutants from an industrial user upon the basis that the industry of which such user is a part has been guilty of violations of the applicable Federal or State pretreatment standards or the limitations that are imposed by this Chapter or upon the basis that such contribution could cause the City's wastewater treatment plant to violate the City's NPDES permit.] comply with LVMC 14.17.185. All industrial users who are connected to, or are discharging into, any part of the system on the date that the [ordinance codified in] 2010 ordinance amending this Chapter becomes effective [must] shall obtain [a wastewater contribution] an environmental control permit, if [the same is] required by the [City,] Director, within one hundred twenty days from and after the effective date of the [ordinance codified in] 2010 ordinance amending this Chapter. [In addition, the holder of each such permit, upon its reissue, shall pay to the City, and each application for a new permit shall be accompanied by, the appropriate fee therefor that is established by the City.]

(C) Each industrial user who submits an application for an environmental control permit shall pay an application fee as established by the City Council pursuant to LVMC 14.17.345. The failure to pay a fee within the time period specified in a permit application, permit or invoice from the City is sufficient grounds to withhold a permit or revoke a permit that was previously issued.

(D) In response to an application for an environmental control permit, the Director may:

(1) Deny a permit;

(2) Determine that no permit is required;

(3) Issue a permit in accordance with the requirements of this Chapter;

(4) Issue a permit subject to conditions that are consistent with this Chapter; or

(5) Issue a permit that imposes additional or more stringent conditions than what this Chapter would otherwise require in order to prevent future violations, if the Director has reason to believe that:

(a) The user may violate applicable national pretreatment standards or any provision of this Chapter; or

(b) The user's contribution could cause a violation of the City's NPDES permit.

SECTION 33: Title 14, Chapter 17, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.150: [The wastewater contribution] Environmental control permits shall be classified as follows:

(A) Class I:

(1) Class I includes any industrial user who:

(a) Is subject to [Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N;] national pretreatment standards, as defined herein;

(b) Discharges an average of twenty-five thousand gallons per day or more of process wastewater to the [treatment plant] system (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

(c) Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of [the] any wastewater treatment plant; or

(d) Is designated as such by the [City] Director on the basis that the industrial user has a reasonable potential, either alone or in combination with other contributing industries, [for adversely affecting the City's treatment plant's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(b)); or

(e) Has in its waste discharge a toxic pollutant in toxic amounts, as that term is defined in the standards that are issued pursuant to Section 307(a) of the Act and the Toxic Substances Control Act.] to adversely affect the system, cause interference, cause pass through, or violate any national pretreatment standard (in accordance with 40 CFR 403.8(f)(6)).

(2) The facilities of each Class I industrial user shall be [inspected and sampled a minimum of two times per year.] subject annually to a minimum of two inspections and one sampling by the Director.

(3) Each Class I industrial user shall perform self-monitoring as follows:

(a) A minimum of two times per year; and

(b) Such additional times per year as the Director may require in order to determine compliance with any national pretreatment standard or any requirement set forth in this Chapter.

(B) Class II:

(1) Class II includes any industrial user who:

(a) [Has a discharge flow of less than twenty-five thousand gallons a day;] Is not required to obtain a Class I permit; [or] and

[(c)] (b) [Discharges, or has the potential to discharge, wastes which may have, either alone or in combination with other industries, potential effects on the City's treatment facilities or discharge limitations.] Is designated by the Director as Class II on the basis that the user:

(i) Discharges into the system a pollutant or pollutants that have a reasonable potential, either alone or in combination with discharges from other contributing industrial users, to adversely affect the system, cause interference, cause pass through, or violate any requirement set forth in this Chapter; or

(ii) Has on the premises a pollutant or pollutants that, if

discharged or released into the system, have a reasonable potential, either alone or in combination with discharges from other contributing industrial users, to adversely affect the system, cause interference, cause pass through, or violate any requirement set forth in this Chapter.

(2) The facilities of each Class II industrial user shall be inspected and sampled [on a random basis.] as deemed necessary by the Director.

(3) The Director may require a Class II industrial user to perform periodic self-monitoring as the Director may deem appropriate or necessary in order to determine compliance with any requirement set forth in this Chapter.

(C) Temporary:

(1) Temporary includes any user who has been authorized by the Director to discharge stormwater, groundwater, or any other wastewater whose discharge is otherwise prohibited by LVMC 14.17.085.

(2) The facilities of each Temporary user shall be inspected and sampled as deemed necessary by the Director.

(3) The Director may require a Temporary user to perform periodic self-monitoring as the Director may deem appropriate or necessary in order to determine compliance with any requirement set forth in this Chapter.

SECTION 34: Title 14, Chapter 17, Section 155, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.155: (A) Each user who [seeks a wastewater contribution permit] is required to obtain a Class I or Class II environmental control permit, or a renewal thereof, shall complete and file with the [City] Director an application on the form that is prescribed by the Director. The application shall be accompanied by [the] any applicable [fee.] fees that have been established by the City Council pursuant to LVMC 14.17.345. In support of its application, the applicant shall submit [the following information:] all pertinent information associated with the discharge, including without limitation:

(1) The name[,] (including any company name), street address, mailing address, telephone number, names of authorized representatives, and [Standard Industrial Code number] SIC code(s) of the applicant;

(2) The volume of the wastewater that the applicant anticipates will be discharged;

(3) The [constituents] parameters and characteristics of the wastewater that the applicant anticipates will be discharged, including without limitation those that are set forth in LVMC 14.17.085 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, as those [constituents] parameters and characteristics are determined by an [analytical] independent laboratory that [is approved by the City;] meets the requirements set forth in LVMC 14.17.225;

(4) The time and duration of the proposed discharge;

(5) The average and [three minute] peak wastewater flow rates, including without limitation daily, monthly, and seasonal variations, if any;

(6) The site plans, floor plans, mechanical and plumbing plans and details of the applicant's facilities that show all of the sewers and appurtenances by size, location and elevation;

(7) A description of the applicant's activities, facilities and plant processes on the premises, including without limitation all of the materials and types of materials which are, or could be, discharged;

(8) Each product that is produced by the facilities, by type, amount and rate of production;

(9) The number and type of employees and their respective hours of work; and

(10) Any other information [that may be] requested by the Director[.], including without limitation information related to any national pretreatment standard or any requirement set forth in this Chapter.

(B) The [City] Director will evaluate the data that are furnished by the applicant and may require additional information.

(C) After the acceptance and evaluation by the [City] Director of the data that are so furnished, the [City] Director may issue [a wastewater contribution] an environmental control permit, which [will] shall be subject to [terms and conditions that are provided herein.] the provisions

of this Chapter.

SECTION 35: Title 14, Chapter 17, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.160: Each [wastewater contribution] environmental control permit shall be expressly subject to all of the provisions of this Chapter and all other regulations, user charges and fees that are established by the City. The conditions of all [wastewater contribution] environmental control permits shall be [uniformly] enforced in accordance with this Chapter and applicable Federal and State regulations. The conditions of each [wastewater contribution] environmental control permit may, without limitation, include any or all of the following:

(A) The unit charge or schedule of user charges, surcharge fees and other fees that must be paid by the permittee in order for the wastewater to be discharged into the system from its facilities;

(B) [The average and maximum wastewater constituents] Limits on the parameters and characteristics of the wastewater discharges from the permittee's facilities;

(C) [The limits] Limits on rate and time of the wastewater discharges from the permittee's facilities or the requirements for flow regulation and equalization with respect thereto;

(D) [The limits regarding the discharge by the permittee of specific pollutants;

(E) The requirements] Requirements for the installation of inspection and sampling facilities and [uncontrolled discharge] spill containment facilities with respect to the permittee's facilities;

[(F)] (E) [The] Other monitoring and inspection requirements which, without limitation, may include specific sampling locations, frequency of sampling, times of sampling and number and types of test standards and reporting schedules, for the monitoring programs at the permittee's facilities;

[(G)] (F) [The pretreatment] Pretreatment facility requirements with respect to the permittee's facilities;

[(H)] (G) [The requirements] Requirements for maintaining and submitting technical reports and plant records that relate to the wastewater discharges from the permittee's facilities;

[(I) Daily average and daily maximum discharge rates or other appropriate conditions when pollutants that are subject to limitations and prohibitions are proposed or are present in the wastewater discharges from the permittee's facilities;

(J)] (H) [The compliance] Compliance schedules [that are required] for the permittee's facilities;

[(K)] (I) [The analyses] Analyses of the wastewater discharges from the permittee's facilities that are to be [established by the City through an annual notification process and are to be] performed, as a part of the permittee's compliance effort, by [a laboratory that is approved by the City;] an independent laboratory that meets the requirements set forth in LVMC 14.17.225;

[(L)] (J) [The requirements] Requirements for maintaining, and for affording the [City] Director access to, the records of the permittee's facilities that relate to its wastewater discharges;

[(M)] (K) [The requirements] Requirements for the notification of the [City] Director of any introduction of new [constituents] parameters or any substantial change in the volume or character of the existing [constituents] parameters of the wastewater discharges from the permittee's facilities;

[(N)] (L) [The requirements] Requirements for the notification of the [City] Director of [slug,] spill, upset or bypass discharges from the permittee's facilities;

[(O)] (M) The requirement that an amended application [must] shall be filed within ten working days after any [condition that is contained] information, quantity or operation that was reported in the original application is changed; [and]

(N) Compliance with the stormwater provisions of LVMC Chapter 14.18; and

[(P)] (O) Such other conditions as may be appropriate in order to ensure compliance by the permittee with this Chapter. [These conditions may include development of a slug prevention and control plan, penalty provisions, twenty-four-hour noncompliance notification, thirty-day resampling in the event of noncompliance, and notice to the City of potential problems.]

SECTION 36: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 163, reading as follows:

14.17.163: When required by the terms of an environmental control permit, the permittee shall

prominently display the permit or any related notice in the facility to which it pertains.

SECTION 37: Title 14, Chapter 17, Section 165, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.165: (A) Each [wastewater contribution] Class I environmental control permit shall be issued for a specified period, not to exceed five years, and each [user] permittee who desires renewal of the permit shall [apply] submit an application for renewal [of its permit] not later than sixty days prior to the expiration of its existing permit.

(B) Each Class II environmental control permit may be issued for a specified period or on an indefinite basis, and may be issued as a "custom permit" or a "general permit." If a permit is issued for a specified period and the permittee desires renewal of the permit, the permittee shall submit an application for renewal not later than sixty days prior to the expiration of its existing permit. If a permit is issued on a indefinite basis, the Director at any time may revise the permit so that it expires at a specified time, and may require the permittee to submit an application for renewal.

(C) Each temporary environmental control permit shall be issued for a specified period, not to exceed two years. A temporary environmental control permit is not subject to renewal.

[(B)] (D) If [such] a Class I or Class II industrial user [makes] submits a timely application for renewal and is not notified by the [City] Director of the renewal of its permit at least thirty days prior to the expiration of its existing [permits,] permit, its existing permit shall automatically be extended [for an additional thirty days.] until the effective date of the Director's final decision on the application.

(E) If an industrial user fails to apply for or renew an environmental control permit in a timely fashion, the Director may issue or renew such permit without an application or take other action as provided for in this Chapter.

SECTION 38: Title 14, Chapter 17, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.170: (A) The [City] Director may change the terms and conditions of any [wastewater contribution] environmental control permit during the period for which it was granted for adequate cause[.], including without limitation:

(1) To incorporate any new or revised national pretreatment standards or Federal, State or local pretreatment requirements;

(2) In response to material or substantial alterations or additions to the permittee's process, discharge volume or discharge character that were not considered in issuing the permit then in effect;

(3) In response to any change in circumstance of the permittee or change in condition of the system that supports a temporary or permanent reduction or elimination of the authorized discharge;

(4) In response to information indicating that the permitted discharge poses a threat to the system, City personnel, or the receiving waters;

(5) Violation by the permittee of any terms or conditions of the permit;

(6) A misrepresentation or failure by the permittee to disclose fully all relevant facts in the permit application or in any required reporting;

(7) To reflect the terms of any variance from national pretreatment standards that has been granted pursuant to 40 CFR 403.13, or any revision to such a variance;

(8) To correct typographical or other errors in the permit; or

(9) Upon request of the permittee, provided that the request is approved by the Director and does not create or result in a violation of any national pretreatment standards or any other applicable requirements, laws, rules or regulations.

(B) The filing by a permittee of a request for the modification, revocation and reissuance, or termination of a permit, or of a notification of planned changes or anticipated noncompliance, shall not stay the enforcement of any permit condition. However, the Director has the discretion to stay the enforcement of any permit condition in connection with a request for permit modification.

(C) The [user] permittee shall be informed of any [proposed] change in its [wastewater contribution] environmental control permit at least thirty days prior to the effective date such of change. Any change or new condition in such permit shall include a reasonable time schedule for compliance therewith. The [user] permittee will, however, be required to meet milestone dates

established in [Federal categorical] any applicable national pretreatment standards.

SECTION 39: Title 14, Chapter 17, Section 175, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.175: (A) Each [wastewater contribution] environmental control permit will be issued to a specific user [for a specific operation] at a specific location and shall not be assigned, transferred or sold.

(B) Properties that are not connected contiguously are not eligible for regulation under the same environmental control permit.

(C) The discharge characteristics regulated by two or more environmental control permits shall not be averaged or combined for the purpose of reducing any user fee or satisfying any national pretreatment standard or any requirement set forth in this Chapter.

SECTION 40: Title 14, Chapter 17, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 41: Title 14, Chapter 17, Section 185, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.185: No wastewater discharge in which there has been a contribution of new pollutants, [an] a significant increase in the existing pollutants, or a significant change in the characteristics of the existing pollutants [which causes such discharge to be different from that which is expressly allowed under a user's existing wastewater contribution permit] shall be commenced without [the] prior written notification to[, and the approval by,] the Director. Upon such notification, the Director[, in his sole discretion,] may modify a user's existing environmental control permit or, in the case of a user without a permit, require that [a new] an application be filed and [a new wastewater contribution] an environmental control permit be obtained before any waste discharge that involves such change takes place. [This written notification and approval by the Director is also required for any industrial user who is not currently required by the City to obtain a wastewater contribution permit, but who proposes any changes or modifications in its nondomestic wastewater discharge.]

SECTION 42: Title 14, Chapter 17, Section 190, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.190: (A) [A temporary wastewater discharge permit shall be required of all users who are granted temporary permission by the City to discharge unpolluted water, storm drainage and ground water that is discharged directly or indirectly into the system. Such a temporary permit may be granted if no alternate method of disposal is reasonably available. The provisions of LVMC 14.17.080 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, of this Chapter which pertain to wastewater strength and characteristics shall apply to such temporary permit.

(B)] Each user who seeks a temporary [wastewater discharge] environmental control permit shall complete and file with the [City, prior to commencing discharge,] Director an application in the form that is prescribed by the Director. Such application shall be accompanied by [the applicable fee and such data as] any other information that may be requested by the [City] Director for [its] review and approval.

[(C)] (B) The [City] Director may specify and make a part of each temporary [wastewater discharge] environmental control permit specific conditions and [pretreatment] requirements.

[(D)] (C) Upon approval of a permit by the Director, [An application] a permit fee for a temporary [wastewater discharge] environmental control permit shall be paid by the applicant in the amount [adopted by a separate resolution that is adopted] established by the City Council[.] pursuant to LVMC 14.17.345. The fee shall be payable prior to issuance of the permit.

[(E)] (D) [A charge for use, to defray all of the costs of the City for providing wastewater collection and treatment service and monitoring, shall be established by a separate resolution that is adopted by the City Council. A deposit in an amount to be determined by the Director as being sufficient to pay the estimated charges for use shall accompany the application for a temporary wastewater discharge permit, and such deposit shall be applied to the charges for the use of the system thereunder.] Prior to the issuance of a permit, the applicant shall also pay hydraulic loading fees and, if applicable, surcharge fees based on the estimated total discharge volume for the duration of the permit; provided, however, that the Director, on a case-by-case basis, may allow the discharger to measure the flow with a flow meter or similar device that is approved by the Director, and to pay hydraulic loading fees and any applicable surcharge fees on an ongoing basis during the duration of the permit. Hydraulic loading fees shall be determined by dividing by 90,000 the total number of

gallons of water discharged, and multiplying the result by the domestic strength user rate set forth in LVMC 14.04.030. Surcharge fees, if applicable, shall be determined pursuant to LVMC 14.17.245.

[(F)] (E) [Each temporary wastewater discharge permit shall be issued for a specific period, not to exceed two years.] The terms and conditions of [such] a temporary environmental control permit [may be] are subject to modification and change by the [City] Director during the period for which it was issued. Any change or new condition in such permit shall include a reasonable time schedule for compliance therewith.

SECTION 43: Title 14, Chapter 17, Section 195 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.195: [Wastewater contribution permits for industrial] The City is authorized to regulate wastewater discharges from users who are located outside of the corporate boundaries of the City but are tributary to the system, [will be issued by the City by way of a specific] consistent with any interlocal agreement. The requirements of this Chapter shall apply to each such user. The Director [will be] is authorized to inspect and monitor the facilities of each such [industrial] user [who is issued a permit hereunder] in order to determine its compliance with this Chapter. [, and the requirements of this Chapter apply to each such industrial user.]

SECTION 44: Title 14, Chapter 17, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.200: (A) [An] The Director may require an industrial user to establish and operate an industrial wastewater pretreatment facility [or device may be required by the City] to treat industrial flows prior to their discharge into the system whenever it is necessary to restrict or prevent the discharge to the system of [certain waste constituents,] waste parameters regulated by this Chapter, to distribute more equally over a longer period any peak discharge of industrial wastewaters, or to accomplish any pretreatment result that is required by the [City.] Director. All such pretreatment facilities or devices [shall] must first be approved by the City before their use, but such approval shall not absolve the industrial user that owns or operates the [same] facility of the responsibility of meeting any industrial effluent limitation that is imposed by the [City] Director on such flows. In a special case, the [City] Director may require the construction of sewer lines by the industrial user in order to

convey certain industrial wastes to a specific trunk sewer. All pretreatment facilities that are judged by the [City] Director to require engineering design shall have the plans therefor prepared and signed by [an] a registered professional engineer of suitable discipline who is licensed in the State[.] of Nevada. Detailed plans that show the pretreatment facilities and operating procedures, including without limitation accidental discharge procedures, shall be submitted to the [City] Director for [its] review and approval before such plans and procedures are implemented. Such review and approval, however, shall not absolve the industrial user that owns or operates such facilities from the responsibility of modifying such facilities in the future as may be necessary in order to produce an effluent that is acceptable to the [City] Director under the provisions of this Chapter. No industrial user shall ever increase the use of water, or in any other manner attempt to dilute a discharge, as a partial or complete substitute for adequate methods for the reduction of pollutants to achieve compliance with this Chapter and such industrial user's [wastewater contribution] environmental control permit.

(B) [Normally a gravity separation interceptor, equalizing tank, neutralization chamber and control manhole shall be required, respectively, in order to remove prohibited settleable and floatable solids, to equalize wastewater streams which vary greatly in quantity or quality, or both, to neutralize low or high pH flows and to facilitate inspection, flow measurement and sampling. Floor drains from commercial or manufacturing buildings, warehouses or multi-use structures, as required by the Director shall not discharge directly to the system but shall first discharge to a gravity separation interceptor.] The following shall be required when deemed necessary by the Director:

(1) An interceptor to remove prohibited settleable and floatable material;

(2) An equalizing tank to equalize wastewater streams which vary greatly in quantity or quality;

(3) A neutralization chamber to neutralize low or high pH flows; and

(4) A monitoring facility to facilitate inspection, flow measurement and sampling.

(C) All domestic or sanitary wastewaters from restrooms, showers, drinking fountains and similar facilities shall be kept separate from all industrial wastewaters until the industrial

wastewaters have passed through any required pretreatment facility or monitoring device if it is reasonably [practical] practicable and deemed necessary by the [City.] Director.

(D) If it is deemed necessary by the [City] Director for an industrial user, whether under permit or not, to install a pretreatment facility, [or device,] the [City] Director shall place a time constraint on the final installation and operational date of [such] the facility. [or device.] If appropriate, this constraint shall include without limitation a compliance schedule which indicates milestone dates for the design of the facility, [or device,] final engineering approval, start of construction and start up date, and a compliance deadline. The industrial user shall submit regular progress reports [to be received monthly] as required by the [City.] Director. The compliance schedule may be extended, [only as provided for by Section 14.17.290(A)(1) using the same procedures as noted therein for extension of a compliance schedule associated with a wastewater contribution permit.] but only if the industrial user has shown good faith in attempting to comply with the conditions of its permit but requires additional time for the construction or acquisition, or both, of equipment that is related to pretreatment.

(E) An industrial wastewater pretreatment facility shall be properly operated and maintained at all times. Proper operation and maintenance includes, without limitation, adequate operator staffing and training; adequate laboratory and process controls, including appropriate quality assurance procedures; appropriate observation of equipment performance; appropriate calibration and adjustment to ensure good performance; good housekeeping; appropriate replacement of parts; regular removal of waste materials; and implementation of good management practices. Backup or auxiliary facilities or similar systems may also be required to ensure compliance with this Chapter.

(F) The Director may require an industrial user to employ pretreatment facility operators who are certified as Industrial Waste Operators by the Nevada Water Environment Association, with the minimum grade of certification required to be determined by the Director.

(G) If the Director determines that a pretreatment facility has been improperly shut off or bypassed, is not operational, is not properly operated or maintained, or does not provide adequate treatment, the Director may require that another pretreatment facility be installed.

SECTION 45: Title 14, Chapter 17, Section 205, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.205: (A) Any [Class I] industrial user[, or any other industrial user, discharging] who discharges wastewater under a City permit [by the City or without such permit, at the discretion of the Director, shall be required to] shall, as required and approved by the Director and at the user's expense, install and maintain monitoring facilities and equipment in order to allow inspection, sampling or measurement, or any combination thereof, of [the] its building sewer or plumbing systems. [and may also be required to provide, install and operate sampling or measuring, or both, equipment at such industrial user's expense.] Such facilities shall [be] normally be situated on the industrial user's premises, but the Director [may, in his discretion,] shall have the discretion to allow or require monitoring facilities to be constructed elsewhere at the industrial user's expense.

(B) [Each industrial user who makes periodic measurements shall furnish and install, at its own cost and expense, at the sampling well or other appropriate location] Required monitoring equipment may include a calibrated flume, weir, flow meter, or any similar device that is approved by the [City] Director and that is suitable to measure the industrial wastewater flow rate and total volume. A [flow indicating,] flow-indicating, recording and totalizing register may also be required by the [City.] Director. In lieu of such wastewater flow measurement, the [City] Director may accept records of water [usage] consumption and may adjust the flow volumes by suitable factors in order to determine the peak and average flow rates for a specific discharge.

(C) If two or more industrial users can discharge into a common side sewer, the Director may require the installation of a separate monitoring facility for each such user. Also, if, in the judgment of the Director, there is a significant difference in the [constituents] parameters and characteristics of the wastewaters produced by the different operations of a single industrial user, the Director may require that separate monitoring facilities be installed for each separate [discharge.] operation.

(D) Sampling and flow measurement facilities shall be constructed and located in such a manner as will provide safe access to authorized personnel from the City. If a monitoring facility is [inside an industrial user's fences,] in a location with restricted access, measures shall be taken in order to afford access to the facility by the personnel of the City, including without limitation

such measures as a gate secured with a lock that is furnished by the [City.] Director. There shall be ample operating area in or near such monitoring facility in order to allow accurate sampling and compositing of the samples for analysis. The industrial user shall assure that the access and the sampling and measuring equipment are maintained in a safe and proper operating condition at all times at no expense to the City.

(E) [The monitoring facility,] Monitoring facilities, and the sampling and measuring equipment therein, shall be provided in accordance with [the City's] design requirements provided by the City and all [of the] applicable construction standards, safety devices and specifications. Construction shall be completed within ninety days following the industrial user's receipt of written notification from the City to provide [the same.] the monitoring facilities.

(F) [The monitoring facility shall be provided with] Monitoring facilities may be required to include a security closure that can be locked during the sampling or monitoring with a lock that will be provided by the [City.] Director.

(G) Unrestricted access to [the monitoring facility] monitoring facilities shall be available to authorized personnel of the City at all times[.] that are deemed necessary by the Director.

SECTION 46: Title 14, Chapter 17, Section 210, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 47: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 210, reading as follows:

14.17.210: Interceptors shall be installed and maintained by the user, and at the user's expense, in accordance with the following requirements:

(A) Each commercial food preparation or food dispensing facility shall install a grease interceptor, the size and design of which shall be in accordance with current City requirements.

(B) Each vehicle or equipment maintenance, repair or washing facility shall install a sand/oil interceptor, the size and design of which shall be in accordance with current City requirements.

(C) Any facility not identified in Subsections (A) or (B) of this Section that is

determined by the Director to have the potential to discharge floatable or settleable material into the system shall install a grease interceptor or a sand/oil interceptor, as determined by the Director, of a size and design that are in accordance with current City requirements.

(D) An interceptor that, at the time of its installation at a user's facility, was legally and properly installed in accordance with then-applicable requirements, but which does qualify as an interceptor required under Subsection (A), (B) or (C) of this Section, shall be acceptable as an alternative if the interceptor is effective in removing floatable and settleable material, and is designed and installed in such a manner that it can be inspected and properly maintained. If at any time the Director determines that such interceptor is incapable of adequately retaining the floatable and settleable material in the wastewater flow, or that it was installed in such a manner that it can no longer be inspected or properly maintained, the user shall install a new interceptor, of a size and design that are in accordance with current City requirements, within ninety days after being notified of the requirement.

(E) A user's installation of an interceptor of a design that is specified in Subsection (A), (B) or (C) of this Section shall not relieve the user of the responsibility to keep floatable and settleable material from entering the system contrary to the provisions of this Chapter. If at any time the Director determines that an interceptor is not adequate under the actual conditions of its use, the user shall install a new interceptor or pretreatment facility that is effective in accomplishing the intended purpose. The new interceptor or pretreatment facility shall be of a size and design that are in accordance with current City requirements, and shall be installed by the user within ninety days after the user is notified of the requirement.

(F) Any interceptor that is required by this Section shall be readily accessible for inspection and shall be properly maintained to ensure that accumulations of floatable and settleable material do not impair the efficiency of the interceptor and are not discharged into the system. An interceptor shall not be considered properly maintained if accumulations of floatable and settleable material in any chamber total more than twenty-five percent of the chamber's operative fluid capacity. Each interceptor shall be routinely pumped at an appropriate frequency, but no less than once per calendar year. The Director may impose additional pumping and cleaning requirements consistent

with this Chapter. Every fitting, standpipe, plumbing appurtenance, baffle and chamber that is required for correct operation of an interceptor shall be properly installed and in proper working condition at all times.

(G) Each user that is required to use and maintain an interceptor shall keep a record of every time the interceptor is pumped or cleaned. This record shall include the date, the name of the company that pumped or cleaned the interceptor, and the amount of waste that was removed. Such records shall be made available to the Director upon request. The removal of waste shall be done by a company licensed to haul such waste and the waste shall be disposed of in accordance with Federal, State and local regulations.

(H) If a user fails to comply with any requirement of this Section, a notice of violation may be issued to, and a penalty fee levied against, the user. If, on any subsequent inspection, it is found that the failure to comply continues, additional penalty fees may be levied against the user. The Director may also take any other action concerning the user that is provided for in this Chapter.

(I) It is unlawful for any person to:

(1) Discharge into the system wastewater from any mobile catering vehicle, other than through an approved connection that is designed for such purpose and that flows into an approved grease interceptor;

(2) Dispose of oil, grease or any other floatable or settleable material into an interceptor, other than material that has been washed off during normal cleaning;

(3) Dispose of any material into an interceptor other than through the approved inlet plumbing; or

(4) Introduce into an interceptor any additive that causes or is designed to cause any floatable or settleable material to be discharged into the system that would otherwise have been retained in the interceptor.

(J) Compliance with this Section shall not absolve a user from complying with the maximum discharge limitations set forth in LVMC 14.17.130(A).

(K) Compliance with the maximum discharge limitations set forth in LVMC 14.17.130(A) shall not absolve a user from complying with any requirement of this Section.

SECTION 48: Title 14, Chapter 17, Section 215, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.215: (A) Upon [its receipt of a] written notification from the Director, or as required by an environmental control permit, [each] an industrial user shall provide [facilities for the] secondary containment [of uncontrolled discharges of] for prohibited material or other substances that are regulated by this Chapter[.], as determined by the Director. [Facilities to contain such discharges] Secondary containment for such material shall be provided and maintained at the user's sole cost and expense.

(B) [Each user who is so notified shall provide a detailed slug] Upon written notification from the Director, or as required by an environmental control permit, an industrial user shall submit to the Director and implement a spill prevention and control plan, including, without limitation, plans for the [facility] secondary containment system and operating procedures. [, to the Director for his review and approval.] This [slug] spill prevention and control plan shall contain, but is not limited to, the following elements:

(1) Description of discharge, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for promptly notifying the [City] Director of [slug discharges, including] any spill or any discharge that would violate [a specific prohibition contained in 40 CFR 403.5(b) or] any provision of this Chapter; [, including procedures for follow-up written notification within five days;]

(4) Procedures to prevent [accidental] spills, including as necessary, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents);

(5) Procedures and practices for responding to [accidental] spills, including as necessary measures and equipment for emergency response and follow-up practices to minimize [the] any damage. [suffered by the City's wastewater treatment plant or the environment.]

[(B)] (C) [Such plans and procedures must be approved before the installation or the

commencement of the construction of the facility. The construction of the facility shall be completed within the period that is designated by the Director in the notification to the user of his approval thereof. The review and approval of a slug prevention and control plan and operating procedures shall not absolve the user of the responsibility of modifying its facility as may be necessary in order to satisfy the requirements of this Chapter.] If at any time the Director determines that a spill prevention and control plan is inadequate, such plan shall be modified and implemented as specified by the Director.

SECTION 49: Title 14, Chapter 17, Section 220, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.220: (A) [Upon receipt of a written notification from the Director, each user of flammable substances and each user who is subject to uncontrolled discharges of flammable substances may be required to] The Director may require any user who has the potential to discharge flammable substances to install, operate and maintain a combustible gas monitoring [system] device and [facility] a mechanism to divert the entire wastewater flow to a holding tank whenever the combustible gas level at its establishment is greater than twenty percent of the lower explosive limit. Such [system and facility] device and mechanism shall be provided and maintained at the user's sole cost and expense.

(B) Each user who is so notified shall provide, within the time specified by the Director, detailed gas monitoring and wastewater diversion plans, including without limitation plans and specifications for the [facility] monitoring device and operating procedures, to the Director for [his] review and approval. At a minimum, the monitoring device and diversion mechanism shall be installed in a field location and have an indicator, automatic continuous recorder, adjustable two-stage alarm system, calibration for methane detection, and a means for diverting the flow to a holding tank; provided, however, that the Director has the discretion to waive any of these installation requirements by way of written notice to the user. [Such plans] Plans required by this Subsection (B) shall include procedures for notification of City personnel in the event of [uncontrolled] any spill or emergency discharge of flammable substances, a complete description of all such substances stored or used at the facility, and procedures to be [taken] implemented in order to prevent an adverse impact [on] to the

[wastewater treatment plant or the collection] system if such an event were to occur. The plans [must] shall also contain descriptions of emergency procedures for containment of [spills] releases of flammable materials within the facility, [to include] including the specific procedures to be taken by facility personnel, emergency telephone numbers and contacts, and [any other] procedures [as required] to prevent the [spill from impacting the wastewater treatment plant or the collection] release from harming the system.

[(B)] (C) [Such plans and procedures must be approved before the installation or the commencement of the construction of such system and facility. At the minimum, the monitoring system and facility must be installed in a field location and have an indicator, automatic continuous recorder, adjustable two-stage alarm system, calibration for methane detection and a means for diverting the flow to a holding tank; provided, however, that the Director, in his sole discretion, may waive any of these requirements by way of a written notice to the user.] The installation or construction of [such system and facility] the monitoring device and diversion mechanism shall be completed within a period that is designated by the Director. [in the notification to the user of his approval thereof.] The review and approval of gas monitoring and wastewater diversion plans shall not absolve the user of the responsibility of satisfying [the requirements of] any national pretreatment standard or any requirement set forth in this Chapter.

SECTION 50: Title 14, Chapter 17, Section 225, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 51: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 225, reading as follows:

14.17.225: (A) Periodic measurements of flow rates, flow volumes and wastewater characteristics shall be made at the times and in the manner prescribed by the Director. The Director may impose monitoring requirements on, and include them within, a permit, or may provide written notice to a user requiring the user to perform wastewater analyses. The permit or written notice may specify the times and locations for monitoring, as well as the manner of sampling, manner of analysis, and manner of reporting.

(B) Each wastewater analysis that is required pursuant to this Chapter or by the Director shall be performed by an independent laboratory that has a current wastewater certification from the State of Nevada to perform the required analysis. If the State of Nevada does not certify laboratories for the required analysis, it shall be performed by a laboratory that is certified by the State of Nevada for at least one other wastewater parameter. Each analysis shall be performed using analytical methods that are set forth in 40 CFR Part 136 or methods that have been approved by NDEP.

(C) Monitoring data shall be submitted to the City as specified by the Director or as required by this Chapter. Unless exempted by the Director, the submitted data shall include all laboratory analytical reports, chain-of-custody records, any required supporting documentation.

(D) All documentation with respect to any sample that is collected pursuant to this Chapter shall be maintained by the user for a minimum of three years. The period shall be extended during the course of any unresolved litigation concerning the user or the user's contribution to the system, or upon the request of the Director. The documentation required by this Section shall be made available for inspection and copying by the Director at all reasonable times, and shall include without limitation the following:

(1) The date, exact location, method, and time of sampling, and the names of the person or persons who collected the samples;

(2) The sample preservatives and the dates on which the analyses were performed;

(3) The identity and addresses of the laboratory or laboratories that performed the analyses; and

(4) The results of each such analysis, including any laboratory-supplied documentation.

(E) Each user who submits monitoring data shall certify under penalty of law that the document and all attachments were prepared under the user's direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The user shall also certify that, based on the user's inquiry to the person or

persons who manage the system or those who are directly responsible for gathering the information, the information is, to the best of the user's knowledge and belief, true, accurate and complete.

(F) All costs associated with sampling, analyses and flow measurements required by the Director or otherwise pursuant to this Chapter shall be paid by the user. If any sampling, analysis or flow measurement is performed by the Director or an employee or agent of the City, the user shall pay the City a charge sufficient to defray the actual expenses for personnel, space, equipment and supplies so incurred.

SECTION 52: Title 14, Chapter 17, Section 230, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 53: Title 14, Chapter 17, Section 235, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.235: **[**(A) The**]** All sampling, analysis and flow measurement procedures, equipment and results pertaining to any user shall be subject at all reasonable times to inspection by the **[**City.**]** Director. **[**Sampling and flow measurement facilities shall be constructed and located in such a manner as will provide safe access to the authorized personnel of the City.

(B) Each user who is required by the City to make periodic measurements of its wastewater flows and constituents shall make at least the minimum number of such measurements required. The minimum requirement for such periodic measurements shall be at least one twenty-four-hour measurement per year, and representative samples of the wastewater shall be obtained at least once per hour during the twenty-four-hour period and shall be properly refrigerated, composited according to measured flow rates during the twenty-four hours and analyzed for the specified wastewater constituents. If the sampling protocol, as established in 40 CFR 403.12, prohibits the use of composite samples, a grab sample shall be taken during the twenty-four-hour period. Each user who is required to obtain only a few samples per year shall take such samples during the periods of the highest wastewater flow and wastewater constituent discharges. An industrial plant that has a large fluctuation in quantity or quality of wastewater may be required to provide continuous sampling and analyses for every working day, if it is required to do so by the City. A user may also be required to install and maintain in proper order automatic flow-proportional

sampling equipment or automatic analysis and recording equipment, or both.

(C) Measurements to verify the quantities of waste flows and waste constituents that are reported by each user will be conducted on a random basis by the personnel of the City.] The Director may take measurements at any user's facility to determine wastewater flows and wastewater parameters. The Director may by written notice require any user to split samples, providing part of the sample to the Director and sending the remainder to an independent laboratory for testing.

SECTION 54: Title 14, Chapter 17, Sections 240 and 245, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 55: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated as Sections 240 and 245, reading respectively as follows:

14.17.240: (A) The Director may require any user to collect composite or grab samples, and designate the sampling procedures. Users shall collect grab samples for the determination of pH, volatile organics, hexavalent chromium, total oil and grease, total petroleum hydrocarbons, phenols, cyanide and sulfide, and any other substance for which a composite sample is inappropriate. Users may collect either grab or composite samples for other parameters unless otherwise specified by the Director. A user shall collect samples when normal business operations are generating typical wastewater discharges. An industrial user who has a large fluctuation in quantity or quality of wastewater may be required to install and maintain automated sampling equipment or automated analysis and recording equipment, or both.

(B) Samples shall be handled and stored in accordance with procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP. The Director may require sampling, handling and storage of samples to be performed by a qualified independent contractor.

(C) If a user monitors any parameter more frequently than is required by the user's permit or by written notification from the Director, and uses the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP, the results of such monitoring shall be included in any calculations of pollutant discharge (daily maximum or monthly average), and included in any monitoring reports required by this Chapter.

(D) The Director may require a user to provide a minimum notification of up to fourteen days in advance of any scheduled monitoring or sampling that is to be performed. Such notification shall include the date, time and location of the proposed monitoring or sampling. If such notification is not provided, the Director may decline to accept the data generated and require the user to repeat the procedure after proper notice is given.

14.17.245: (A) The Director may require any user to monitor in order to quantify the amount of wastewater or of any parameter that is subject to surcharge fees in accordance with LVMC 14.17.130. Such monitoring shall be subject to all requirements of this Chapter that apply to monitoring.

(B) The Director may allow surcharges to be determined on the basis of estimates. The Director may require that the estimates be made by a qualified independent consultant who has implemented a study plan approved by the Director.

(C) If the Director determines that an industrial user has not accurately reported surcharge data, the Director may estimate amounts, both past and current, of wastewater or parameters that pertain to that user for purposes of establishing surcharge fees and penalties.

SECTION 56: Title 14, Chapter 17, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.250: The [measurement of total flow of] determination of a user's wastewater flow shall be made by the [City] Director by means of a metering device that is approved by the [City] Director and is purchased, installed and maintained at the expense of the user, [by] using an estimate that is based upon the total amount of water which is used in the area that is occupied, or by other means that is acceptable to the [City] Director. [and to the user. The user shall have the option of selecting whether the measurement shall be made by meter, by estimate or by other means; provided, however, that the method of estimating or other means must first be approved by the City.]

SECTION 57: Title 14, Chapter 17, Sections 255 and 260, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 58: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated as Sections

255 and 260, reading respectively as follows:

14.17.255: (A) Any person who is subject to 40 CFR 403.12 shall comply with the requirements set forth therein. When the provisions of that section require a report to be sent to the "control authority" regarding a discharge to a POTW (publicly owned treatment works), the report shall be sent to the Director.

(B) Each industrial user shall notify in writing the Director, the EPA's Regional Waste Management Division Director, and State hazardous waste authorities of any discharge into the system of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261.

14.17.260: Each industrial user shall notify the Director immediately of any unauthorized discharge unless otherwise provided for in LVMC 14.17.265.

SECTION 59: Title 14, Chapter 17, Sections 265 and 270, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 60: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated as Sections 265 and 270, reading respectively as follows:

14.17.265: If sampling and analysis performed by a Class I industrial user indicates a violation of this Chapter, the user shall notify the Director within twenty-four hours after the user becomes aware of the violation. This notification may be made by telephone or e-mail. The user shall also repeat the sampling and analysis, and submit the results thereof to the Director within thirty days after the user becomes aware of the violation, except that the user is not required to resample if the Director:

(A) Performs the required resampling;

(B) Performs sampling at the industrial user's facilities at a frequency of at least once per month; or

(C) Has performed sampling at the industrial user's facilities between the time when the user performed its initial sampling and the time when the user receives the results of the first resampling.

14.17.270: The Director may allow or require any industrial user to implement best management practices in lieu of requiring sampling and analysis in order to determine partial or complete

compliance with any requirement set forth in this Chapter. The use of best management practices shall not absolve any user from complying with any requirement set forth in this Chapter. The use of best management practices shall be subject to the following conditions:

(A) Any industrial user that is allowed or required to implement best management practices shall not be absolved from any sampling and analysis requirement imposed by any applicable national pretreatment standard.

(B) If at any time the Director determines that an industrial user's best management practices are insufficient to determine compliance with any requirement set forth in this Chapter, or if an industrial user fails to comply with those practices, the Director may modify the user's best management practices, or rescind their use as a means of determining compliance. The Director may also require such a user to conduct frequent sampling and analysis in order to determine compliance.

SECTION 61: Title 14, Chapter 17, Section 275, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.275: (A) Whenever it is necessary to make an inspection to monitor or enforce any of the provisions of, or to perform any duty imposed by, this Chapter or other applicable law, or whenever the Director has reasonable cause to believe that there exists upon any premises any violation of the provisions of this Chapter or other applicable law or any condition which makes such premises hazardous, unsafe or dangerous, the Director is authorized to enter such premises at all reasonable times and inspect the same and perform any duty that is imposed upon the Director by this Chapter or other applicable law, [; provided, however, that:] subject to the following conditions:

(1) If the premises are occupied, the Director shall first present proper credentials to the occupant and request entry after explaining the reasons therefor and the purpose of the inspection; or

(2) If the premises are unoccupied, the Director shall first make a reasonable effort to locate the owner or other person who has the care or control of such premises and request entry after explaining the reasons therefor and the purpose of the inspection. If such entry is refused or cannot be obtained because the owner or other person who has the care or control of such premises cannot be found after due diligence, the Director may have recourse to every remedy that is provided

by law to effect lawful entry and to inspect such premises.

(B) Notwithstanding the [foregoing,] provisions of Subsection (A) of this Section, if the Director has reasonable cause to believe that the wastewater discharge conditions on or emanating from the premises are so hazardous, unsafe or dangerous as to require immediate inspection and action in order to safeguard the public health or safety, the Director shall have the right immediately to enter and inspect such premises and may use any reasonable means that may be required in order to effect such entry and make such inspection, whether the premises are occupied or unoccupied and whether or not formal permission to enter and inspect has been obtained. [If the premises are occupied, the Director shall first present proper credentials to the occupant thereof and demand entry after explaining the reasons therefor and the purpose of the inspection.]

(C) It shall be unlawful for any person to fail or refuse, after a proper demand has been made upon that person in accordance with [subsection] Subsection (B) of this Section, promptly to permit the Director to enter such premises and to make any inspection that is provided for by [subsection] Subsection (B). In addition to any criminal penalty that may be imposed upon any person who violates this [subsection] Subsection (C), such person's [wastewater contribution] environmental control permit may be revoked.

(D) Any user, by accepting any permit that is issued pursuant to this Chapter, is conclusively presumed to have consented and agreed to the entry at all reasonable times by the Director or [his] designated personnel upon the premises that are described in such permit for any of the following purposes:

(1) To inspect all areas of the user's facilities that have the potential to influence the characteristics of the wastewater that is, or may be, discharged to the system;

[(1)] (2) To inspect, sample and take flow measurements of the discharge from such user's facilities and to examine records in the performance of the Director's authorized duties;

[(2)] (3) To set up on such user's property such devices as may be necessary or appropriate in order to conduct sampling inspections, compliance monitoring, flow measuring or metering operations, or any combination thereof;

[(3)] (4) To inspect and copy any record, report, test result or other information

that is required to carry out the provisions of this Chapter; and

[(4)] (5) To photograph or otherwise create a record of any waste, waste container, vehicle, waste treatment process, discharge location or violation that is discovered during any such inspection.

(E) If a user has instituted security measures that require proper identification and clearance before entry upon its premises, such user shall make all arrangements with its security guards that may be necessary in order that, upon presentation of their credentials, the duly designated personnel of the City shall be permitted to enter upon the premises without delay for the purpose of performing their authorized duties.

SECTION 62: Title 14, Chapter 17, Section 280, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 63: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 280, reading as follows:

14.17.280: (A) The Director may rely on any appropriate evidence to determine noncompliance with an environmental control permit or this Chapter. Upon finding noncompliance, the Director may issue a notice of violation.

(B) An industrial user who is found to be discharging wastewater into the system at rates or in concentrations greater than:

(1) Any limit imposed by the user's permit;

(2) The levels set forth in LVMC 14.17.130(C); or

(3) The quantities the user reported to the Director for the period in question,

➥ may, in the absence of other evidence, be presumed by the Director to have been discharging at those rates or concentrations at all times during the preceding three years.

SECTION 64: Title 14, Chapter 17, Section 285, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.285: (A) If the sampling and evaluation program that is established for the facilities of

any industrial user reveals noncompliance by [such] the industrial user with the concentrations, mass emission rates or conditions that are specified in the [wastewater contribution] environmental control permit of [such] the industrial user or in LVMC 14.17.085 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, [such] the industrial user shall pay the fees determined by the Director to be appropriate, but not to exceed the fees that [are specified in the City's schedule of fees and charges that are set forth in a separate resolution that is adopted] have been established by the City Council[.] pursuant to LVMC 14.17.345. [A noncompliant discharger] The industrial user may be assessed all of the other costs that are incurred by the City during such sampling and evaluation program, including without limitation the costs of labor, equipment, materials and overhead.

(B) The noncompliance fees shall continue to accumulate for each day[, not to exceed ten working days,] until [such] the industrial user has demonstrated to the satisfaction of the Director compliance with the conditions of [such] the industrial user's [wastewater contribution permit.] environmental control permit or any national pretreatment standard or any requirement set forth in this Chapter.

(C) If flow measurements, sampling, or other investigations demonstrate that an industrial user is discharging wastewater into the system at a flow rate, quantity of flow, or containing parameter concentrations set forth in LVMC 14.17.130(C) that are in excess of any limits imposed by the user's permit or in excess of the quantities the user reported to the Director for the period in question, the user may be assessed the amount of all delinquent surcharge fees, together with any penalties and interest, that are provided for in LVMC 14.17.340, 14.17.345, 14.17.350 and 14.17.360.

SECTION 65: Title 14, Chapter 17, Section 290, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.290: (A) [If] In the case of noncompliance by [such] an industrial user with the concentrations, mass emission rates or conditions that are specified in [such industrial] the user's [wastewater contribution] environmental control permit or [LVMC 14.17.085 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, is determined,] noncompliance with other provisions of this Chapter, the Director may proceed with any one or more of the following actions:

(1) Amend the existing permit to [comply with] add a compliance schedule,

[which may be accomplished after consultation with such industrial user,] but only if [such industrial] the user has shown good faith in attempting to comply with the conditions of its permit but requires additional time for the construction or acquisition, or both, of equipment that is related to pretreatment. If [such] the permit is so amended, the period [during which such amended permit is valid shall not exceed one hundred eighty days; provided, however, that that period may be extended for an additional period of not to exceed one hundred eighty days upon the determination by the Director that good cause exists for such extension. No further extension shall be granted except upon approval of the City Council.] for compliance shall be as determined by the Director. Any condition of the compliance schedule that is not acceptable to [such industrial] the user [are] is subject to the provisions of this Chapter that relate to requests for reconsideration and appeals.

(2) If [such industrial] the user is not under permit, issue a permit or a compliance schedule, after consultation with the user, which requires compliance with the City's discharge standards, any [Federal or State] national pretreatment standards or any [conditions of] applicable requirements set forth in this Chapter. [Such compliance schedule shall not exceed one hundred eighty days; provided, however, that that period may be extended for an additional one hundred eighty days if the Director deems that good cause exists for such an extension. Further extensions may only be granted by the City Council after a formal hearing.] The period for compliance shall be as determined by the Director. Any condition of the compliance schedule that is not acceptable to the [industrial] user is subject to the provisions of this Chapter that relate to requests for reconsideration and appeal.

(3) Issue a cease and desist order, prohibiting [such industrial] the user [to discharge] from discharging industrial wastewater from its facilities into the system[, the City's storm drain system or the waters of the State,] if corrective action is not taken within a [reasonable period after the completion of the sampling and evaluation program and the notification of such industrial user of the expiration of the compliance schedule and such industrial user is still not in compliance with the conditions of its permit or this Chapter.] specified time.

(4) Commence any enforcement action that is authorized by this Chapter.

(B) The payment of noncompliance fees [will not bar the City] by the user or any

other person shall not preclude the Director from undertaking any other enforcement procedure that is specified in this Chapter.

SECTION 66: Title 14, Chapter 17, Section 295, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.295: (A) The Director may suspend [a wastewater contribution] an environmental control permit or the privilege of any industrial user to discharge into the system when such suspension is necessary in order to stop a discharge which presents an imminent hazard to the public health and safety or the welfare of the local environment or which, either alone or by interaction with other discharges, presents an imminent hazard to the system [, the City's storm drain system or the waters of the State] or places the City in violation of its NPDES permit.

(B) Any industrial user who is notified of a suspension [of its wastewater contribution permit] pursuant to this Section shall immediately cease and desist the discharge of all industrial wastewater from its facilities into the system. [, the City's storm drain system or the waters of the State.]

(C) If [such] an industrial user fails to comply voluntarily with the suspension order, the Director may take such action as may be reasonably necessary in order to ensure immediate compliance with such order, including without limitation the immediate blockage or the disconnection of [such industrial] the user's connection to the system.

(D) In addition, the Director, in the event of any violation of this Chapter by any industrial user, may serve such industrial user with a notice of an intended order of suspension which states the reasons therefor, notifies the industrial user of its opportunity for a hearing with respect thereto and establishes the proposed effective date of the intended order.

(E) Any industrial user [whose wastewater contribution permit is suspended or who is served with a notice of an intended order for the suspension of its wastewater contribution permit] who has been notified of a suspension under this Section may file with the Director a request for a hearing with respect thereto; provided, however, that the filing of such a request shall not stay the existing or proposed suspension. [In the event of the suspension of a permit because of an imminent hazard that is related to the continued discharge, the industrial user may request a hearing before the

City Manager, and the City Manager shall conduct such hearing within three working days after his receipt of such request.]

(F) If a hearing is requested with respect to an existing or proposed suspension, [other than the suspension of a permit because of an imminent hazard,] the Director shall hold a hearing with respect to such suspension within fourteen days after [his] receipt of [such] the request. [At] Within two working days following the close of the hearing, the Director shall make [his] a determination concerning whether to affirm, to terminate or conditionally to terminate the suspension, or the Director may order that the permit be revoked in accordance with LVMC 14.17.300. [Except in the case of a hearing with respect to the suspension of a permit because of an imminent hazard, reasonable] Reasonable notice of the hearing shall be given to such industrial user no less than five working days prior to the date of the hearing.

(G) The Director may terminate [the] a suspension [of any suspended wastewater contribution permit] under this Section upon proof of the compliance by the industrial user [to whom the same was issued] with [the] permit conditions [of such permit] or other requirements, which compliance ends the emergency nature of the hazard that had caused the Director to initiate the suspension; provided, however, that the Director must be satisfied that [such industrial] the user will henceforth comply with all of the discharge requirements that are set forth in this Section, the City's rules and regulations that relate to the discharge of wastewater and any lawful order that is issued pursuant to this Chapter.

SECTION 67: Title 14, Chapter 17, Section 300, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.300: (A) The Director may revoke [a wastewater contribution] an environmental control permit or the privilege of any industrial user to discharge into the system upon a finding that the permittee or industrial user [to whom the same has been issued] has violated any provision of this Chapter or any of the City's rules and regulations that relate to the discharge of wastewater; provided, however, that no such revocation shall be ordered until a notice and the opportunity for a hearing with respect to the proposed revocation before the Director has been provided in the same manner that is set forth in LVMC [14.17.305.] 14.17.295 (D) and (E) with respect to suspensions.

(B) Any industrial user [whose wastewater contribution permit has been revoked] who has been notified of a revocation pursuant to Subsection (A) of this Section shall immediately cease and desist the discharge of all industrial wastewater from its facilities into the system.[, the City's storm drain system or the waters of the State.] In order to enforce such revocation, the Director may disconnect or permanently block [such industrial] the user's connection to the system, if such action is deemed by [him] the Director to be reasonably necessary in order to ensure [such industrial] the user's compliance with the order of revocation.

(C) After [the] a revocation [of any industrial user's wastewater contribution permit,] pursuant to Subsection (A) of this Section, there shall be no further discharge of industrial wastewater from [such industrial] the user's facilities into the system[, the City's storm drain system or the waters of the State] unless and until an application for a new [wastewater contribution] environmental control permit has been filed[,]; all of the fees and charges that are required in connection with an initial application and all delinquent fees, charges, penalties and other sums that are owed by [such industrial] the user or the applicant for the new permit, or both, have been paid to the City; and a new [wastewater contribution] environmental control permit has been issued. [Such industrial] The user or the applicant for the new permit, or both, shall also reimburse the City for any cost that was incurred by the City, including without limitation administrative costs and investigative fees, in revoking such permit and disconnecting or blocking such industrial user's connection to the system before the issuance of a new [wastewater contribution] environmental control permit.

SECTION 68: Title 14, Chapter 17, Section 305, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 69: Title 14, Chapter 17, Section 310, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.310: The Director shall have the full power and authority to immediately and effectively halt or prevent, through whatever means and procedures [he deems] are deemed reasonably necessary, and after informal notice to the discharger, any discharge of pollutants into the system, or into any storm drain, which appears to present an imminent endangerment to the health or welfare of any person or the environment, or which discharge threatens property or the proper operation of the [wastewater

treatment plant or collection] system, or which places or threatens to place the City in violation of its NPDES permit. [The affected user shall have the opportunity to respond, after the fact, to any action taken.] In implementing such measure or measures, the personnel of the City, any party with which the City has contracted for such purpose; or a duly authorized representative of any other government agency shall have immediate access to the premises on which such condition exists. The Director may prohibit the approach to the premises on which such condition exists by any person, vehicle, vessel or thing, and all persons who are not actually employed in the abatement of such condition or in the preservation of life or property on, or in the vicinity of, such premises may be excluded from such premises. The affected user or other person shall have the opportunity to respond, after the fact, to any action taken pursuant to this Section by requesting a hearing in the same manner that is set forth in LVMC 14.17.295 (D) and (E) with respect to suspensions.

SECTION 70: Title 14, Chapter 17, Section 315, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.315: (A) An industrial user who wishes to assert the affirmative defense that an alleged violation is the result of an upset shall demonstrate, through properly signed contemporaneous operating logs or other relevant evidence, that:

(1) The upset occurred and that the industrial user can identify the specific cause or causes thereof;

(2) The facilities at which the violation is alleged to have occurred were, at the time that the violation allegedly occurred, being properly operated;

(3) The industrial user submitted notice of the upset to the Director within the time and accompanied by the information that is specified in LVMC [14.17.265;] 14.17.050; and

(4) The industrial user complied with any remedial measure that is required in order to minimize or correct any adverse impact on the environment that could have resulted from the upset.

(B) In any enforcement proceeding, an industrial user who seeks to establish the occurrence of an upset shall have the burden of proof. [Such industrial user shall control the production of all discharges from its facilities to the extent that may be necessary in order to maintain

compliance with the Federal and State pretreatment standards upon the reduction or loss of capacity in, or failure of, its pretreatment facilities until such pretreatment facilities are restored or an alternative method of pretreatment is provided. This requirement for the control of production of discharges applies in the situation in which, among other things, the primary source of the pretreatment facilities is reduced, lost or fails.]

SECTION 71: Title 14, Chapter 17, Section 320, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.320: (A) Any [user, applicant for a permit or holder of a permit] person who is affected by any decision, action or determination made by the Director in the interpretation or the implementation of the provisions of this Chapter or in any permit that is issued hereunder may file with the Director a written request for the reconsideration of such decision, action or determination. The person requesting reconsideration must file the request within [fifteen] thirty days after [its] receipt of notice [thereof in which such user sets] of the decision, action or determination, and must set forth in detail the facts that support the [user's] request for reconsideration. Such facts must include a statement that sets forth any newly discovered relevant fact that was not known or was unavailable to the [user at the time of the hearing.] person requesting reconsideration at the time of the initial decision, action or determination. The Director shall render a written decision with respect to [such] the request within [fifteen] thirty days after [his] receipt thereof.

(B) [A fee which will be established in the schedule of fees and charges that is set forth in a separate resolution that is adopted by the City Council shall accompany each request for reconsideration. Such] Each request for reconsideration shall be accompanied by the fee, if any, that has been established by the City Council pursuant to LVMC 14.17.345 for the filing of such a request. Any such fee may, in the sole discretion of the Director, be refunded if the Director's ruling with respect to such request is in favor of the [user.] person who made the request.

(C) If the ruling of the Director with respect to a request for reconsideration is unacceptable to the [user] person who made such request, [such user] the person may, within ten working days after the date of its receipt of the notification of the Director's ruling, file a written appeal to the City Council.

(D) [A fee which will be established in the schedule of fees and charges that is set forth in a separate resolution that is adopted by the City Council shall accompany any such appeal.] Each appeal shall be accompanied by the fee, if any, that has been established by the City Council pursuant to LVMC 14.17.345 for the filing of an appeal. Any such fee may, in the sole discretion of the City Council, be refunded if the City Council's ruling with respect to such appeal is in favor of the [user.] person who filed the appeal.

(E) The appeal shall be heard by the City Council within forty-five days after the date on which the [same] appeal was filed, and the City Council shall make a final ruling with respect to [such] the appeal within forty-five days after [such] the hearing is concluded.

SECTION 72: Title 14, Chapter 17, Section 325, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.325: (A) In the event of any violation by a user of its [wastewater contribution] environmental control permit, if any, or a violation by any person of any provision of this Chapter, for which violation the Director is authorized by this Chapter to issue a compliance order pursuant to this Section, the Director is authorized to commence a civil action against such [user] person for appropriate relief, including without limitation civil penalties or a temporary and permanent injunction against the perpetuation of such violation, or both, or to impose administrative penalties upon such [user] person for such violation in accordance with LVMC 14.17.330.

(B) A user or other person shall be liable for [such] civil penalties pursuant to Subsection (A) of this Section under any of the following circumstances:

(1) The failure of [such] a user to accurately [to] report the wastewater [constituents] parameters and characteristics of its discharge;

(2) The failure of [such] a user to report significant changes in its operations that could affect the wastewater [constituents] parameters and characteristics of its discharge;

(3) The refusal of [such] a user to permit access by the authorized personnel of the City to such user's premises for the purposes of inspection or monitoring, or both;

(4) The failure of [such] a user to submit any self-monitoring report on or before the date on which such report was due;

(5) The failure of [such] a user to report, in a timely manner, its proposed interim or permanent remedial or corrective action in the event of a violation of the discharge limits for the parameters that are noted in such user's self-monitoring report;

(6) The failure of [such] a user to submit, in a timely manner, a report with respect to its proposed interim or permanent remedial or corrective action and a time schedule in the event that a notice of violation is issued by the Director and such report is required by such notice;

(7) The failure of [such] a user to maintain all of the required monitoring equipment in good working order at all times;

(8) The failure of [such] a user to comply with any of the conditions of its [wastewater contribution permit, if any;] environmental control permit; and

(9) The failure of [such] a user or any other person to comply with any of the provisions of this Chapter.

(C) [Whenever, on the basis of the information that is available, the Director finds that any user is in violation of any of the provisions of this Chapter, any condition of such user's wastewater contribution permit, if any, or any limitation that implements any of the conditions of any such permit,] Before commencing a civil action against a user or other person pursuant to this Section, the Director shall issue an order that requires [such] the user or other person to comply with [such provision, condition or limitation, or any combination thereof,] this Chapter and advises [such user] the user or other person that, upon [its] failure to comply with [such] the order, the Director [will] is authorized to bring a civil action in accordance with this Section.

(D) Any order which the Director issues pursuant to this Section shall be in writing and shall be delivered in person to [such] the user or other person, or served by registered or certified mail that is addressed to [such] the user or other person at [its] the user or other person's last known address, return receipt requested, shall state with reasonable specificity the nature of the violation in respect of which [such] the order is issued and shall specify a period in which compliance therewith is required. [, which] The period for compliance shall not exceed thirty days, in the case of a violation of an interim compliance schedule or operation and maintenance requirement, and shall not [to] exceed the period that the Director determines is reasonable, in the case of a violation of a final

deadline. In determining [such period,] the period for compliance, the Director shall consider the seriousness of the violation and any good faith effort on the part of [such] the user or other person to comply with the applicable requirements.

(E) In any civil action that is brought by the Director for enforcement of the provisions of this Chapter, the Director shall seek the imposition of a civil penalty upon the user or other person against whom the action is brought in an amount that is not less than one thousand dollars nor more than twenty-five thousand dollars for each day that each such violation continues. In determining the amount of a civil penalty that is to be imposed, following a finding by the court of liability, the court shall consider the circumstances, extent and gravity of the violation in respect of which [such] the action is brought, the economic benefit, if any, that has inured to [such] the user or other person as the result of [such] the violation, any history of similar violations, the degree of culpability of [such] the user[,] or other person, any good faith effort on the part of [such] the user or other person to comply with the applicable requirements, the potential economic impact of the penalty upon [such] the user or other person, and such other matters as justice may require.

(F) The civil and administrative penalties that are provided for in this Section and in LVMC 14.17.330, respectively, and the seeking or imposition thereof, shall be in addition to, and not in substitution for, any criminal penalty that may be imposed for the violation that forms the subject matter of any such civil or administrative relief and in addition to, and not in substitution for the invocation of the provisions of this Chapter that authorize the suspension or revocation of [such user's wastewater contribution] an environmental control permit as the result of [such] the violation.

SECTION 73: Title 14, Chapter 17, Section 330, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.330: (A) Whenever, on the basis of the information that is available, the Director finds that any [user] person is in violation of any of the provisions of this Chapter, any condition of [such user's wastewater contribution] a user's environmental control permit, if any, or any limitation that implements any of the conditions of any such permit, the Director may assess an administrative penalty in an amount that is not less than [one thousand] five hundred dollars nor more than ten thousand dollars for each day that each such violation continues, unless a different administrative

penalty for any of such violations is established in the schedule of fees and charges that [is set forth in a separate resolution that is adopted] has been established by the City Council[.] pursuant to LVMC 14.17.345.

(B) Before assessing any administrative penalty pursuant to this Section, the Director shall give the user or other person upon whom such penalty is to be imposed written notice of the proposed assessment and the opportunity to request, within thirty days after the date on which such notice is received by it, a hearing with respect to the proposed order of assessment.

(C) In determining the amount of any penalty assessed pursuant to this Section, the Director shall consider the nature, circumstances, extent and gravity of the violation in respect of which [such] the penalty is proposed to be assessed[,]; the economic benefit, if any, that has inured to [such] the user or other person as the result of such violation[,]; any good faith effort on the part of [such] the user or other person to comply with the applicable requirements[,]; the potential economic impact of the penalty upon [such] the user[,] or other person; any history of similar violations[,]; the degree of culpability of [such] the user or other person; and such other matters as justice may require.

(D) An order which imposes an administrative penalty pursuant to this Section shall become final:

(1) [thirty] Thirty days after its issuance[.]; or

(2) If a hearing has been requested pursuant to Subsection (B) of this Section, upon the Director's issuance of a decision following the hearing.

(E) The failure of [such] a user to pay any administrative penalty that is imposed by the Director pursuant to this Section within thirty days after the imposition thereof shall be [ground] grounds for the suspension or revocation of [such user's wastewater contribution] the user's environmental control permit, if any, as well as for any other remedy that is available under this Chapter for terminating [such] the user's ability to discharge or cause to be discharged wastewater from its facilities into the system. [In addition, the user's failure timely to pay the assessment shall result in the imposition of an additional penalty for such nonpayment in an amount that is equal to twenty percent of the original amount of such assessment, plus the amount of the attorneys' fees and court costs that the City may incur in collecting such assessment and penalty.]

SECTION 74: Title 14, Chapter 17, Section 335, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 75: Title 14, Chapter 17, Section 345, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.345: (A) In order to provide for the recovery by the City of its costs that are related to the discharge of industrial wastewater into the system and for the enforcement of the provisions of this Chapter, or both, the City Council shall establish a schedule of fees and charges. [by the adoption by the City Council of a separate resolution.] Such schedule, which shall be subject to periodic revision, may establish a specific amount for any fee, charge, assessment, penalty or other cost that is related to the discharge of industrial wastewater to the system or the enforcement of the provisions of this Chapter, or both, including without limitation:

(1) Permit application fees;

(2) Permit issuance fees;

(3) Permit renewal fees;

(4) Nonroutine inspection fees;

[(2)] (5) Compliance or surcharge monitoring fees;

[(3)] (6) [Surcharges] Wastewater surcharge fees that are based upon the quantity of the flow or the [BOD, phosphorus and suspended solids content thereof,] surcharge parameters that are specified in LVMC 14.17.130(C), or both;

[(4)] (7) Administrative penalties;

[(5)] (8) Fees for filing requests for reconsideration and appeals; and

[(6)] (9) Fees for the disposal of special wastes.

(B) Except as may be otherwise provided in this Chapter, whenever any fee, charge, assessment or penalty that is required by this Chapter to be paid is based upon an estimated value or an estimated quantity, the [City] Director shall make such determination in accordance with generally recognized practices.

SECTION 76: Title 14, Chapter 17, Section 350, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.350: All fees, charges, assessments and penalties that are imposed pursuant to the provisions of this Chapter or the approved schedule of fees and charges that is established in accordance with LVMC 14.17.345(A) shall be due and payable upon [receipt of notice thereof.] delivery of notice thereof, or upon mailing such notice to the last known mailing address of the person or entity responsible for payment thereof. All such fees, charges, assessments and penalties shall be and become delinquent thirty days after [the mailing or delivering of a notice with respect thereto to the last known mailing address of the person who is subject to the same.] delivery or mailing of the notice described above.

SECTION 77: Title 14, Chapter 17, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.360: Whenever a [different] delinquency charge [with respect to a specific fee, charge or assessment is not provided elsewhere] has not been specifically provided for in this Chapter, any fee, charge or assessment that becomes delinquent shall have added to it a basic delinquency charge that is equal to ten percent of the fee, charge or assessment that became delinquent, and thereafter an additional delinquency charge shall accrue on the total amount that is due, including the [aforesaid] ten percent basic delinquency charge, at the rate of [one-half of one percent per month until the amount of such fee, charge or assessment, together with all applicable delinquency charges, is paid in full.] ten percent per month compounding, but the amount of the delinquent fee, charge or assessment, as increased by delinquency charges, shall not exceed twice the amount of the original fee, charge or assessment. In addition to the delinquency charges described in this Section, the City may also assess the collection costs, including, without limitation, attorneys' fees and court costs, that the City may incur in collecting the fee, charge or assessment and the delinquency charges.

SECTION 78: Title 14, Chapter 17, Section 365, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.365: Any action that is brought by the City for the purpose of collecting any fee, charge, assessment or penalty that is provided for in this Chapter may[, in the discretion of the City Council,] include a prayer for an injunction to prevent repeated and recurring violations of this Chapter.

SECTION 79: Title 14, Chapter 17, Section 370, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.370: (A) Any person who negligently or wilfully violates any of the provisions of this Chapter is guilty of a misdemeanor, and each day during which such violation continues constitutes a separate offense.

(B) Any person who negligently or wilfully introduces or causes to be introduced into the system any pollutant or hazardous substance which such person knew, or with the exercise of reasonable diligence would have known, could cause personal injury or property damage or, unless such action is necessary in order for such person to comply with all applicable Federal, State and local [requirement or permit,] requirements or permits, which causes any of the City's wastewater treatment [plant] plants to violate any effluent limitation or condition of any permit that has been issued to the City pursuant to the [Clean Water] Act is guilty of a misdemeanor, and each day during which such person continues to introduce or cause to be introduced such pollutant or substance into the system shall constitute a separate offense.

(C) Any person who knowingly makes a false statement, representation or certification of any material fact in any application, record, report, plan or other document that is filed or required to be maintained pursuant to this Chapter or who knowingly falsifies, tampers with or renders inaccurate any monitoring device or method that is required by this Chapter to be maintained is guilty of a misdemeanor.

(D) Whenever in this Chapter any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this Chapter 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 any 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 one thousand dollars 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 Chapter shall constitute a separate offense.

SECTION 80: 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 81: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-22-10
_____
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. 2010-30
(Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-30, that will revise and update Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment.

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 regarding the proposed changes, including an invitation to respond, was published on seven consecutive days in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to the major (Class I) wastewater permit holders within the City. One written inquiry was received concerning the impact of the proposed ordinance, but no other written comments were received in response

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:

Brings code provisions into greater conformance with Federal regulations and allows more regulatory flexibility

Direct effects:

See beneficial effects above

Indirect effects:

See beneficial effects above

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 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:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

The City is required to implement federal pretreatment requirements mandated under federal regulations. In some cases and for certain industries, the City's local discharge limits are more stringent than federal limits. This is because the Environmental Protection Agency requires the City to have technically-based local limits to protect the City's wastewater collection and treatment facilities to ensure compliance with the City's National Pollutant Discharge Elimination System permit.

Date: June 23, 2010

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 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.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 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.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

Fiscal Impact

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

Amount: $218,356.75
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the installation of pavement, curb and gutter, sidewalks and driveway approaches.

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
Public hearing notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2010-04 for City of Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on June 2, 2010, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1513 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

VALADEZ (WEST SIDE) - from the centerline of Via Olivero Avenue north along Valadez approximately 340 feet (60-foot right-of-way)

VIA OLIVERO (NORTH SIDE) – from the centerline of Valadez Street west along Via Olivero Avenue approximately 600 feet (60-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a 23 foot wide pavement section, curb, gutter, sidewalks and residential driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer installed will be assessed on a per service or unit lot method for the installation of sewer laterals or water laterals. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, July 7, 2010, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, July 1, 2010, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be

assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in forty (40) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City shall provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties, at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Director of Finance and Business Services) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City for the assessments. A person desiring to apply for a hardship determination shall file an application no later than July 1, 2010, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this 2nd day of June, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

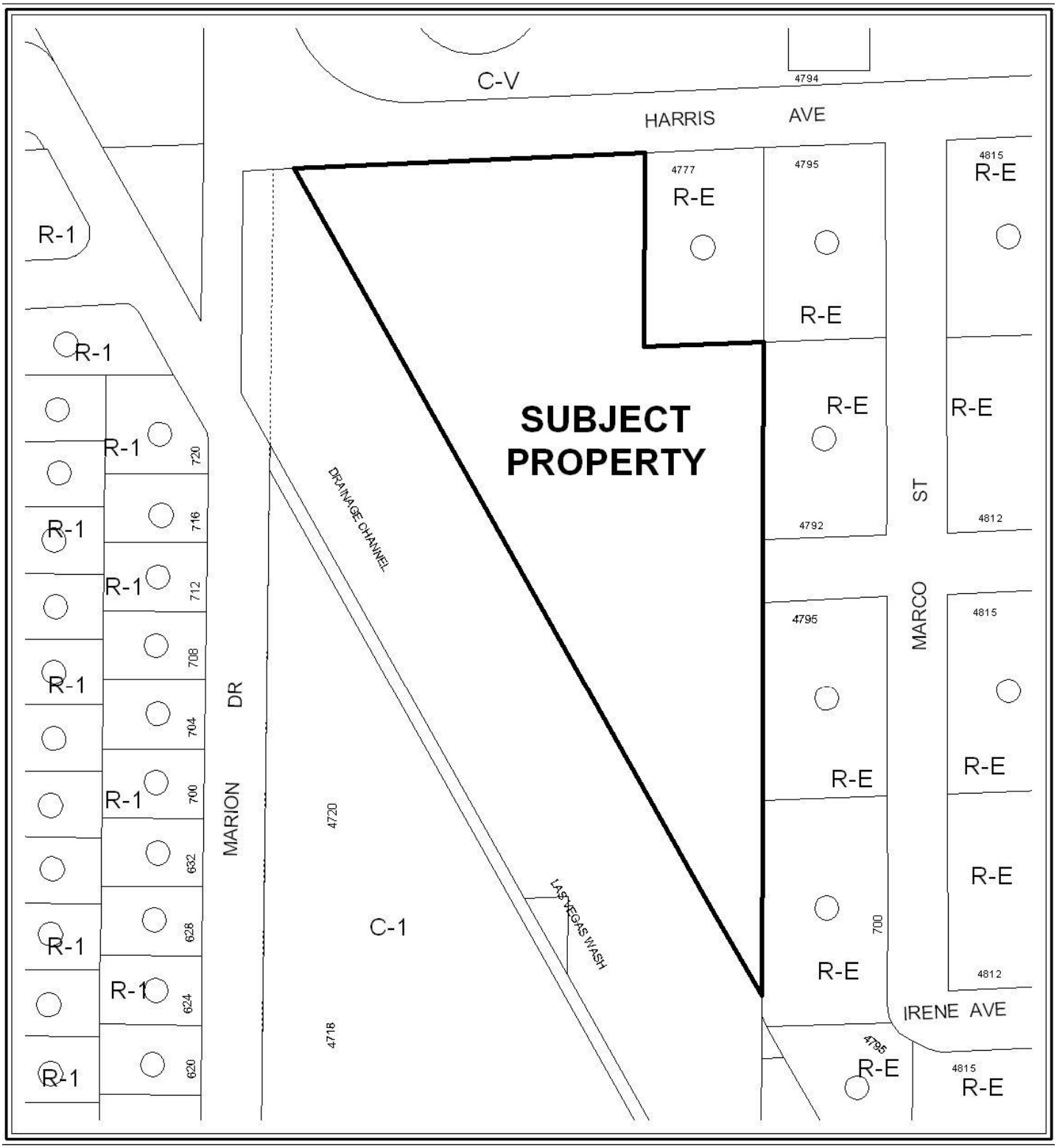
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-38379 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-28313) FOR A CITY PARK on 3.90 acres at the southeast corner of Marion Drive and Harris Avenue (APN 140-29-801-001), C-V (Civic) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SDR-28313
6. Justification Letter



0 200 400 Feet

CASE: **EOT-38379**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 200 400 Feet

CASE: **EOT-38379**

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38379	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-38379 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-28313) shall expire on August 6, 2013 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-28313) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-28313) for a City Park. The property is part of the Las Vegas Wash Park Phase 2 (aka Harris Trailhead) that is intended to serve as a trail head facility for the Las Vegas Wash Trail along the west side of the Las Vegas Wash and a neighborhood pocket park for the adjacent neighborhood with a private drive connecting Harris Avenue to Nettie Avenue.

No building permits have been issued for the proposed project. There have not been any changes in land use or new development in the surrounding area. The applicant is requesting an Extension of Time pending funding for the project. Staff does not object to the request and is therefore recommending approval. If the request is denied, the Site Development Plan Review (SDR-28313) will be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/02	The City Council approved a request for Rezoning (Z-0041-02) from R-E (Residence Estates) to R-PD3 (Residential Planned Development- 3 Units per Acre) of 4.40 acres adjacent to the south side of Harris Avenue, east of the Marion Drive alignment. The Planning Commission recommended approval on 11/21/02. Note: City Council approved the Rezoning to R-PD2 (Residential Planned Development- 2 Units Per Acre)
	The City Council approved a related request for a Site Development Plan Review [Z-0041-02(1)] for a proposed 15-lot single family subdivision. Note: City Council approved a maximum of nine (9) lots.
02/02/05	The City Council approved a request for an Extension of Time (EOT-5844) of a previously approved Site Development Plan Review [Z-0041-02(1)] for a proposed 9-lot single family development on 4.40 acres adjacent to the south side of Harris Avenue, east of the Marion Drive alignment.
08/06/08	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-28313) from R (Rural) to PF (Public Facilities) on 3.90 acres at the southeast corner of Marion Drive and Harris Avenue. The Planning Commission recommended approval on 07/10/08.
	The City Council approved a related request for Rezoning (ZON-28311) from R-PD2 (Residential Planned Development- 2 Units Per Acre) to C-V (Civic).

08/06/08	The City Council approved a related request for a Waiver to Title 18.12.130 (WVR-28569) to allow Nettie Avenue to terminate in a dead end street where a cul-de-sac is required 120-feet west of the intersection of Nettie Avenue and Marco Street.
	The City Council approved a related request for a Site Development Plan Review (SDR-28313) for a City Park.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/09/10	Staff conducted a field check of the subject site with the following observation: • The subject site was free of trash and debris, but did have a utility trailer parked on the northeast corner of the lot. • Worker were observed on the property trimming or cutting down some of the bushes/trees not far from the drainage channel

Details of Application Request	
Site Area	
Gross Acres	3.93

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed City Park	PF (Public Facilities)	C-V (Civic)
North	Junior High School	PF (Public Facilities)	C-V (Civic)

South	Undeveloped Land-Proposed Office Buildings and Mini Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
	Drainage Channel	PF (Public Facilities)	ROW (Right-of-Way)
East	Single Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residences)
	Drainage Channel	PF (Public Facilities)	ROW (Right-of-Way)

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		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-28313) for a City Park that is part of the Las Vegas Wash Park Phase 2 (aka Harris Trailhead) intended to serve as a trailhead facility for the Las Vegas Wash along the west side of the Las Vegas Wash and a neighborhood pocket park for the adjacent neighborhood. No building permits have been issued for the proposed project. There have not been any changes in land use or new development in the surrounding area. Staff conducted a field check of the subject site and found it free of debris/trash with a utility trailer parked at the northeast corner of the property. Additionally, there appeared to be workers trimming and/or cutting some of the brush near the drainage channel.

FINDINGS

As no building permits have yet to be issued for the proposed project, the Site Development Plan Review (SDR-28313) has not met Title 19.18.050 requirements to exercise the entitlement. The applicant is requesting an Extension of Time pending funding for the project. Staff has no objection to the request and is therefore recommending approval with a three-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-28313) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-38379 APN: 140-29-801-001

Name of Property Owner: City of Las Vegas

Name of Applicant: Michael Vlaovich

Name of Representative: Michael Vlaovich

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: MICHAEL J. VLAOVICH

Subscribed and sworn before me

This 25th day of May, 2010

Gail D. Wilkinson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GAIL D. WILKINSON
Appt. No. 03-80551-1
My Appt. Expires March 6, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Southeast corner of Harris Ave and Marion Drive

Project Name LV Wask Park 2 AKA Harris Trailhead **Proposed Use** City Park

Assessor's Parcel #(s) 140-29-801-001 **Ward #** 3

General Plan: existing PF proposed _____ **Zoning:** existing CV proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 3.98 **Lots/Units** _____ **Density** _____

Additional Information Extension of SDR-28313

PROPERTY OWNER City of Las Vegas **Contact** Michael Vlaovich

Address 400 Stewart Ave **Phone:** 229-1045 **Fax:** 464-5701

City Las Vegas **State** Nv **Zip** 89101

E-mail Address mvlaovich@lasvegasnevada.gov

APPLICANT Same as Property Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Same as Property Owner **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MICHAEL J. VLAOVICH

Subscribed and sworn before me

This 25th day of May, 20 10.

Gail D. Wilkinson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GAIL D. WILKINSON
Appt. No. 03-80551-1
My Appt. Expires March 6, 2011

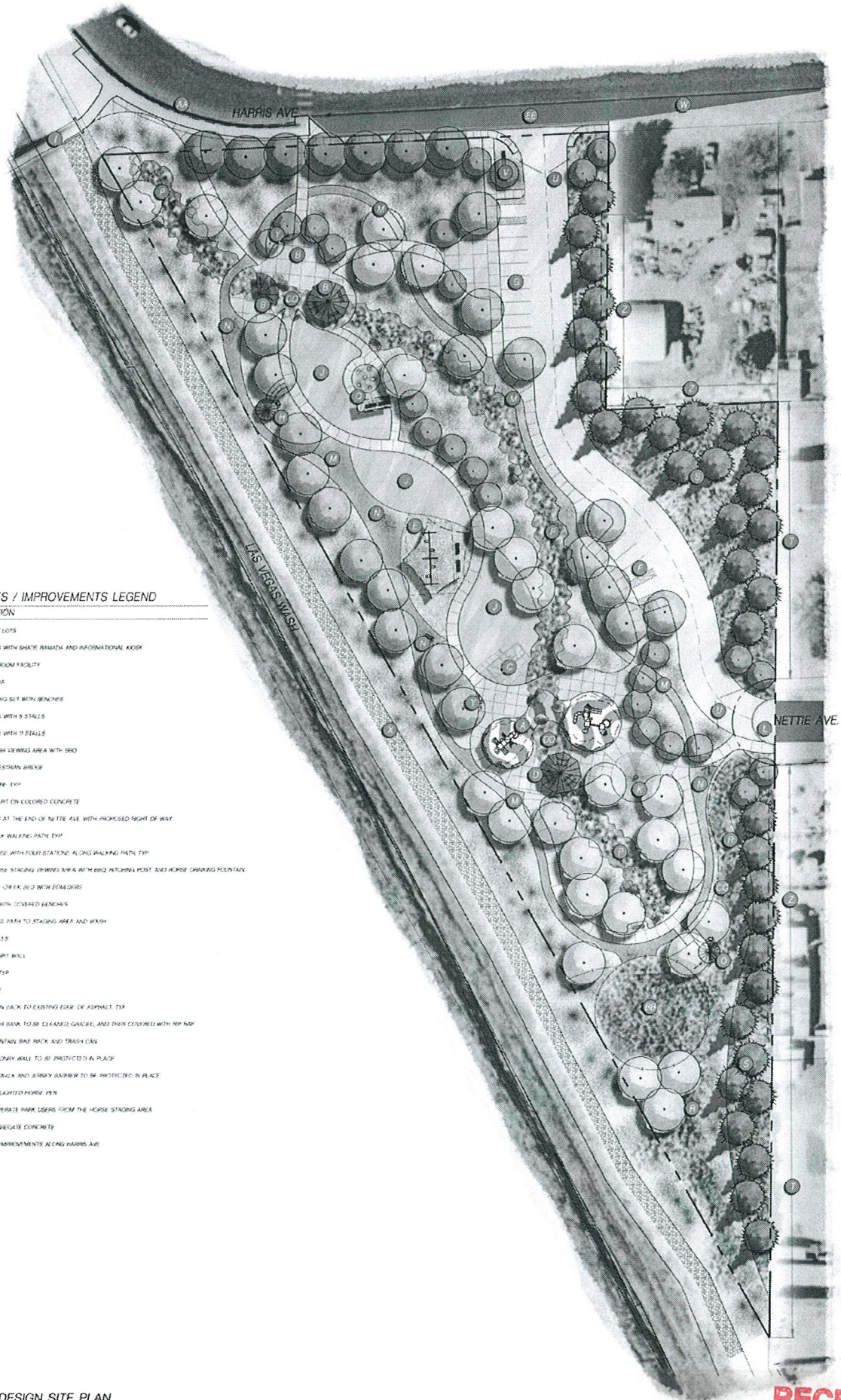
FOR DEPARTMENT USE ONLY

Case #	EOT-38579 ~~38577~~
Meeting Date:	7-7-10
Total Fee:	—
Date Received:*	5-27-10
Received By:	J.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.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



SITE AMENITIES / IMPROVEMENTS LEGEND

KEY	DESCRIPTION
A	COVERED TOT LOTS
B	STAGING AREA WITH SHADE RAMADA AND INFORMATIONAL KIOSK
C	FUTURE RESTROOM FACILITY
D	SHADE RAMADA
E	COVERED SEATING SET WITH BENCHES
F	PARKING AREA WITH 5 STALLS
G	PARKING AREA WITH 11 STALLS
H	COVERED WASH VIEWING AREA WITH BBQ
I	EXISTING PEDESTRIAN BRIDGE
J	SYNTHETIC TURF, TYP.
K	FUN BALL COURT ON COLORED CONCRETE
L	TURN AROUND AT THE END OF NETTIE AVE. WITH PROPOSED RIGHT OF WAY
M	CRUSHED ROCK WALKING PATH, TYP.
N	FITNESS COURSE WITH FOUR STATIONS ALONG WALKING PATH, TYP.
O	COVERED HORSE STAGING VIEWING AREA WITH BBQ, HITCHING POST, AND HORSE DRINKING FOUNTAIN
P	GROUTED 3'X3' CREEK BED WITH BOULDERS
Q	SPLASH PAD WITH COVERED BENCHES
R	HORSE ACCESS PATH TO STAGING AREA AND WASH
S	6" - 18" GUNITE
T	NEW 6' MASONRY WALL
U	ENTRY GATE, TYP.
V	PARK SIGNAGE
W	'BO' TRANSITION BACK TO EXISTING EDGE OF ASPHALT, TYP.
X	EXISTING WASH BANK TO BE CLEANED, GRADED, AND THEN COVERED WITH RIP RAP
Y	DRINKING FOUNTAIN, BIKE RACK, AND TRASH CAN
Z	EXISTING MASONRY WALL TO BE PROTECTED IN PLACE
AA	EXISTING SIDEWALK AND BARBEY BARRIER TO BE PROTECTED IN PLACE
BB	36" CRAWFORD LIGHTED HORSE PEN
CC	FENCE TO SEPERATE PARK USERS FROM THE HORSE STAGING AREA
DD	EXPOSED AGGREGATE CONCRETE
EE	HALF STREET IMPROVEMENTS ALONG HARRIS AVE.

SCHEMATIC DESIGN SITE PLAN

LAS VEGAS WASH PARK PHASE 2

OFFICE OF ARCHITECTURAL SERVICES

LAS VEGAS, NEVADA

MAY, 2010

NORTH

0 60 30 120

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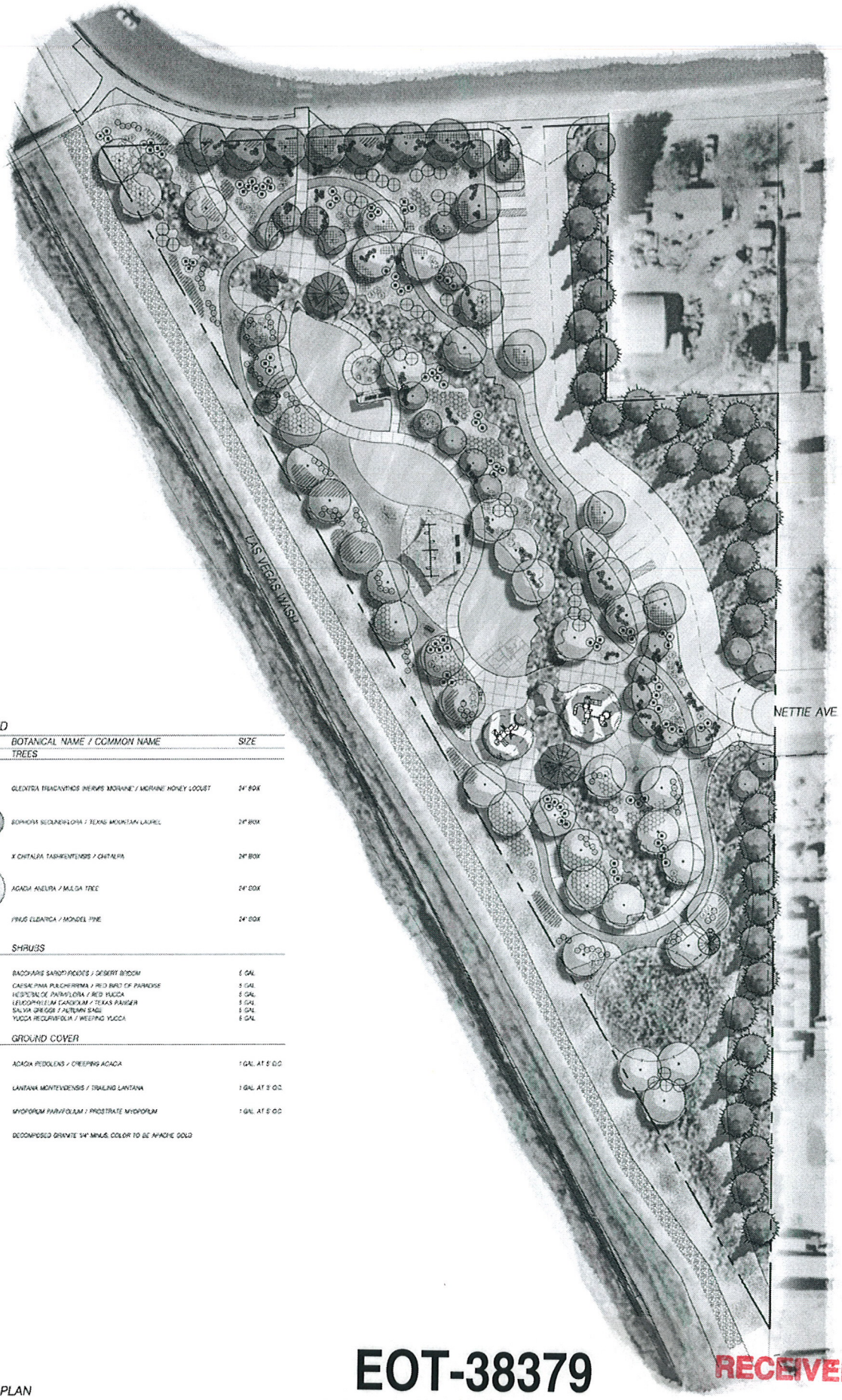
City of Las Vegas



PLANT LEGEND

KEY	BOTANICAL NAME / COMMON NAME	SIZE
	TREES	
	GLEDITSIA TRIACANTHOS INERMIS 'MORAINE' / MORAINE HONEY LOCUST	24" BOX
	SOPHORA SECUNDIFLORA / TEXAS MOUNTAIN LAUREL	24" BOX
	X CHITALPA TASHKENTENSIS / CHITALPA	24" BOX
	AGAVE ANDURA / MULGA TREE	24" BOX
	PINUS ELDARICA / MONDEL PINE	24" BOX
	SHRUBS	
	BACCHARIS SAROTHROIDES / DESERT BROOM	5 GAL
	CAESALPINIA PULCHERRIMA / RED BIRD OF PARADISE	5 GAL
	HESPERALOE PARVIFLORA / RED YUCCA	5 GAL
	LEUCOPHYLLUM CANDIDUM / TEXAS RANGER	5 GAL
	SALVIA GREGGII / AUTUMN SAGE	5 GAL
	YUCCA RECURVIFOLIA / WEEPING YUCCA	5 GAL
	GROUND COVER	
	ACACIA REDOLENS / CREEPING ACACIA	1 GAL AT 5' O.C.
	LANTANA MONTEVIDENSIS / TRAILING LANTANA	1 GAL AT 3' O.C.
	MYOPORUM PARVIFOLIUM / PROSTRATE MYOPORUM	1 GAL AT 5' O.C.
	DECOMPOSED GRANITE 1/4" MINUS, COLOR TO BE APACHE GOLD	

LANDSCAPE PLAN

LAS VEGAS WASH PARK PHASE 2

OFFICE OF ARCHITECTURAL SERVICES

LAS VEGAS, NEVADA
MAY, 2010

NORTH

0 30 60 120

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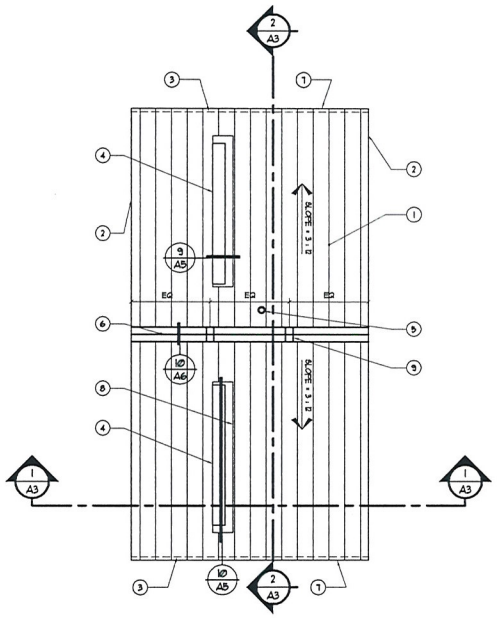
City of Las Vegas

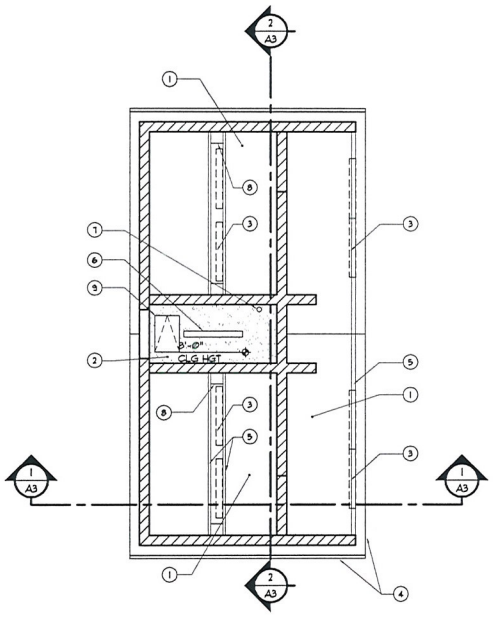


Roof Plan

Scale: 1/4"=1'-0"

Roof Plan Notes:

1. STANDING SEAM O/ 30# FELT O/ 1/2" FIBER BOARD O/ METAL DECK
2. EDGE OF STANDING SEAM GABLE FASCIA - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
3. LINE OF STANDING SEAM EAVE BELOW
4. LIGHT WELL - PAINT TO MATCH STANDING SEAM ROOF PANEL
5. PLUMBING VENT STACK - SEE DETAIL 7/A6 FOR FLASHING REQUIREMENTS
6. 18 GA GI. RIDGE CAP - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
7. EDGE OF STANDING SEAM FASCIA - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
8. LIGHT WELL FLASHING - SEE DETAILS INDICATED - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
9. RIDGE CAP EXPANSION COVER - LOCATE PER ROOF PLAN - SEE DETAIL 11/A6

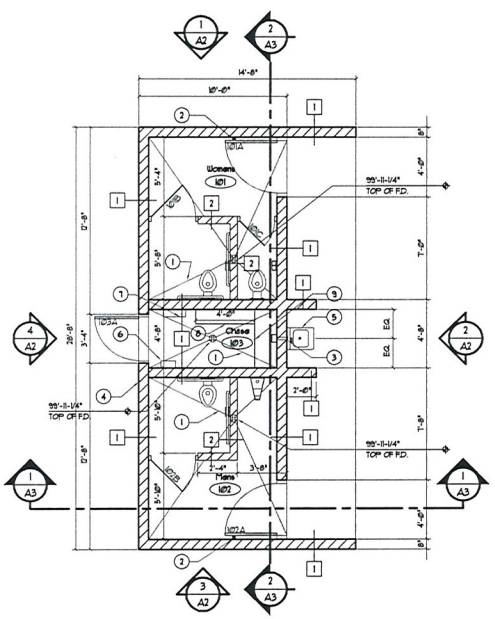


Reflected Ceiling Plan

Scale: 1/4"=1'-0"

Reflected Ceiling Plan Notes:

1. OPEN TO STRUCTURE (PAINT COLOR #)
2. GYP BOARD CEILING - SEE SPECS
3. LIGHT FIXTURES W/ CONCEALED MOUNT (TYP) - SEE ELECTRICAL DRAWINGS
4. EDGE OF FASCIA - TYP
5. ROOF FRAMING - SEE STRUCTURAL (PAINT COLOR #)
6. SURFACE MOUNTED LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
7. PLUMBING VENT STACK - SEE PLUMBING DWGS
8. LIGHT WELL (TYP) (PAINT COLOR #)
9. 20" X 30" CEILING ACCESS PANEL - SEE SPECS



Floor Plan

Scale: 1/4"=1'-0"

Floor Plan Notes:

1. SLOPE CONCRETE FLOOR TO PROVIDE PROPER DRAINAGE. THE PERIMETER OF THE ROOMS IS A BASE HEIGHT FINISH FLOOR MARK OF 100'-0" AFF.
2. 1/4" X 5" X 4" X 6" BENT PLATE - SEE DETAIL 5/A5
3. HAND DRYER - SEE SPECIFICATIONS FOR TYPE. PROVIDE CUT-OUT IN CMU AS REQUIRED FOR UNIT. CENTER UNIT OVER LAVATORY AND MOUNT @ 44" AFF. TO CENTER OF EXPOSED PORTION OF UNIT.
4. MAIN DISCONNECT WITH SIGNAGE - SEE ELECTRICAL DRAWINGS.
5. LAVATORY (MOUNT @ 34" MAX TO TOP OF RIM TYP) - SEE PLUMBING DRAWINGS
6. HEATER W/ THERMOSTAT - SEE ELECTRICAL/MECHANICAL DRAWINGS
7. ELECTRICAL PANEL - PROVIDE 36" CLEAR IN FRONT OF PANEL SEE ELECTRICAL DRAWINGS
8. 3/4" X 12" DEEP EXT. GRADE PLYWOOD SHELVING. PROVIDE L-BRACKET AT EA. END AND ONE INTERMEDIATE BRACKET. TYP. COORDINATE LOCATION W/ PLUMBING EQUIPMENT AND ELECTRICAL EQUIPMENT. MOUNT SHELVES @ 6'-0" AFF. F.V.
9. 3/4" X 18" DEEP EXT. GRADE PLYWOOD SHELVING. PROVIDE L-BRACKET AT EA. END AND ONE INTERMEDIATE BRACKET. TYP. COORDINATE LOCATION W/ PLUMBING EQUIPMENT AND ELECTRICAL EQUIPMENT. MOUNT SHELVES @ 6'-0" AFF. F.V.

Wall Legend

1. 8" X 8" X 16" SOLID GROUTED CONCRETE MASONRY UNIT W/ RUNNING BOND AND RAKE EXTERIOR JOINTS AND TOOLED CONCAVE INTERIOR- SEE FINISH SCHEDULE AND EXTERIOR ELEVATIONS FOR PAINT REQUIREMENTS AND CMU TYPES

2. 6" X 8" X 16" SOLID GROUTED CONCRETE MASONRY UNIT W/ RUNNING BOND AND TOOLED CONCAVE JOINT. SEE FINISH SCHEDULE FOR PAINT REQUIREMENTS AND CMU TYPE. PROVIDE 2" MASONRY CAP

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CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS

REVISIONS

CONSULTANT

STAMP

Las Vegas Wash Park Phase 2
Two Fixture Restroom

Floor Plan, Reflected Ceiling Plan, Roof Plan

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE (702) 229-6535
FAX (702) 384-4840
TDD (702) 386-9108

DRAWN	MP
FILE	/pw41
DATE	May 2008
SCALE	1/4"=1'-0"
RED NO	
CITY DWG NO	
SHT NO	RR-A1

DRAWINGS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE DESIGN PROFESSIONAL WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THE DESIGN PROFESSIONAL RETAINS ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT. THE DRAWINGS AND SPECIFICATIONS ARE NOT TO BE USED BY THE OWNER OR OTHERS ON EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT WITHOUT THE WRITTEN AGREEMENT OF THE DESIGN PROFESSIONAL. THE OWNER AND CONTRACTOR AGREE THAT THE DRAWINGS AND SPECIFICATIONS SHALL NOT BE REPRODUCED IN WHOLE OR IN PART OR RELIED UPON FOR BIDDING OR CONSTRUCTION OF ANY OTHER PROJECT OR ADDITIONS TO THIS PROJECT OR COMPLETION OF ANY OTHER PROJECT BY ANY PERSON OR ENTITY OTHER THAN THE DESIGN PROFESSIONAL WITHOUT THE WRITTEN CONSENT OF THE DESIGN PROFESSIONAL. THE OWNER AND CONTRACTOR AGREE TO INDEMNIFY AND HOLD HARMLESS THE DESIGN PROFESSIONAL FROM ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF THE UNAUTHORIZED USE OF THE DRAWINGS AND SPECIFICATIONS.

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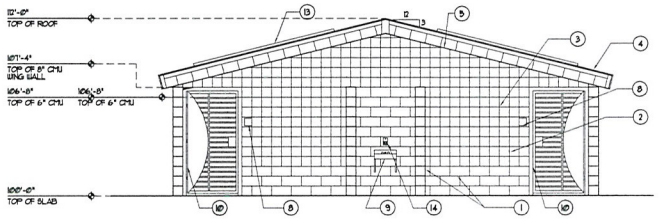
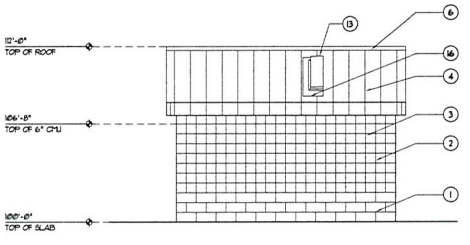


2 Elevation
Scale: 1/4"=1'-0"



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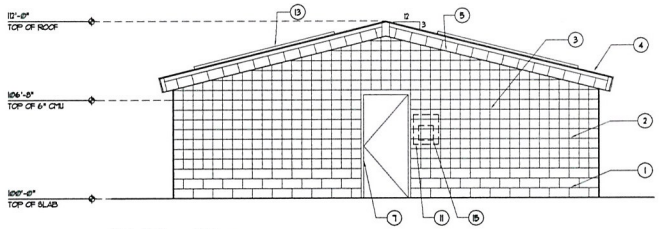
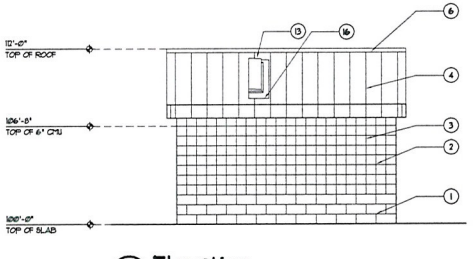


4 Elevation
Scale: 1/4"=1'-0"



3 Elevation
Scale: 1/4"=1'-0"

Sheet Legend

INDICATES MASONRY - PAINT VISTA 5813 - "SANDALWOOD"

INDICATES MASONRY - PAINT VISTA 9467 - "DESERT PALM"

PAINT VISTA 9669 - "AUTUMN BRONZE"

General Notes

1. SEE STRUCTURAL DRAWINGS FOR REBAR LOCATIONS.

Sheet Notes:

1. 8" X 8" X 16" SOLID GROUTED CMU W/ RUNNING BOND AND RAKE JOINT
2. 8" X 8" X 16" SOLID GROUTED SINGLE SCORE CMU W/ RUNNING BOND AND RAKE JOINT
3. 6" X 8" X 16" SOLID GROUTED CMU W/ RUNNING BOND AND RAKE JOINT - BLOCK TO BE INSET 2" FROM EXTERIOR FACE OF WALL
4. STANDING SEAM O/ 30# FELT O/ 1/2" FIBER BOARD O/ STEEL DECK
5. STANDING SEAM FASCIA TO MATCH ROOF COLOR AND FINISH
6. RIDGE FLASHING (COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL)
7. HOLLOW METAL DOOR AND FRAME - SEE DOOR TYPES
8. ALUMINUM SIGN - SEE SIGN SCHEDULE (TYP.)
9. LAVATORY - SEE PLUMBING DRAWINGS
10. TUBE STEEL FRAME W/ STEEL GATE - SEE DOOR TYPES
11. MAIN DISCONNECT - PAINT TO MATCH ADJACENT SURFACES - SEE ELECTRICAL DRAWINGS
12. PHOTO CELL LOCATION - SEE ELECTRICAL DRAWINGS - PROVIDE WEATHER TIGHT SEAL
13. LIGHT WELL (PAINT TO MATCH STANDING SEAM ROOF PANEL)
14. LOCATION OF HAND DRYER
15. MAIN DISCONNECT SIGN - SEE DETAIL 5/A2
16. 18 GA G.I. LIGHT WELL FLASHING TO MATCH STANDING SEAM COLOR AND FINISH

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CITY OF LAS VEGAS NEVADA

REVISIONS

CONSULTANT

DEPARTMENT OF PUBLIC WORKS

Las Vegas Wash Park Phase 2
Two Fixture Restroom

Exterior Elevations

STAMP

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-6535
FAX: (702) 384-4848
TDD: (702) 386-9108

DRAWN	swp
FILE	fpota2
DATE	May 2008
SCALE	1/4"=1'-0"
BID NO	
CLEARING NO	
SHT NO	RR-A2



EOT-38379 - APPLICANT/OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MARION DRIVE AND HARRIS AVENUE

06/09/10



EOT-38379 - APPLICANT/OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MARION DRIVE AND HARRIS AVENUE

06/09/10



EOT-38379 - APPLICANT/OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MARION DRIVE AND HARRIS AVENUE

06/09/10



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SOUTHEAST CORNER OF MARION DRIVE AND HARRIS AVENUE

06/09/10



EOT-38379 - APPLICANT/OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MARION DRIVE AND HARRIS AVENUE

06/09/10



EOT-38379 - APPLICANT/OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MARION DRIVE AND HARRIS AVENUE

06/09/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

August 11, 2008

Mr. Michael Vlaovich
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: SDR-28313 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 6, 2008
RELATED TO GPA-28312, ZON-28311 AND WVR-28569

Dear Mr. Vlaovich:

The City Council at a regular meeting held August 6, 2008 APPROVED the request for a Site Development Plan Review FOR A CITY PARK on 3.90 acres at the southeast corner of Marion Drive and Harris Avenue (APN 140-29-801-001), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone [Proposed: C-V (Civic)]. The Notice of Final Action was filed with the Las Vegas City Clerk on August 7, 2008. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-28312) Rezoning (ZON-28311) and Waiver (WVR-28569) shall be required, if approved.

2. All development shall be in conformance with the site plan and landscape plan, date stamped 06/18/08 and building elevations, date stamped 05/27/08, except as amended by conditions herein.

3. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed. For all developments/projects.

4. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

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5. 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.

6. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

7. Construct half-street improvements on Harris Avenue east of the existing concrete barrier rail to the eastern boundary of this site concurrent with development of this site, unless otherwise allowed by the City Engineer. The existing concrete barrier rail shall remain in place. 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.

8. A Waiver of Las Vegas Municipal Code Title 18.12.130 for the cul-de-sac termination of Nettie Avenue shall be approved prior to the issuance of any permits.

9. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Las Vegas Wash Trail Phase 1 project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

10. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection to this site, prior to the issuance of any permits. Comply with the recommendations of the Collection System Planning Section.

11. A Drainage Plan and Technical Drainage Study or other information acceptable to the Flood Control Section of the Department of Public Works must be submitted to and approved by the Department of Public Works prior to issuance of any building or grading permits. Provide and improve all drainageways recommended in the approved drainage plan/study.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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May 26th, 2010

City of Las Vegas
Department of Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

Attn: Current Planning

Re: Justification Letter for A.P.N. 140-29-801-001

The City of Las Vegas is requesting an extension of time for the Las Vegas Wash Park Phase 2 (AKA Harris Trailhead), SDR-28313. The trailhead is on approximately 3.98 acres, located on the southeast corner of Harris Avenue and Marion Drive. This parcel is owned by the City of Las Vegas and is currently undeveloped with a General Plan Category designation of PF and a Zoning Designation of CV.

This development is intended to serve as a trail head facility for the Las Vegas Wash Trail along the west side of the Las Vegas Wash and also as a neighborhood/pocket park for the adjacent neighborhood. This site will have a private drive connecting Harris Avenue to Nettie Avenue with sixteen parking stalls. On the north end of the site there is a trail head staging area with a shade ramada and informational kiosk. This is located near the existing pedestrian bridge connecting the site to the trail. Moving south there are synthetic turf pockets with a wash viewing area, splash pad, and covered swing set that lead to the two tot lots, fun ball court, and another shade ramada. In the tot lot area, there is room for a future restroom. From there, you have access to a shade ramada and horse staging area with 80' diameter lighted pen area south of the tot lots. This staging area is adjacent to a horse access path running from Nettie Avenue to the south end of the site utilizing an existing amenity used within this neighborhood. Adjacent to the pedestrian circulation is a crushed rock walking path with four fitness stations. Another amenity is the dry creek bed running through the site adding visual interest while tying this trail head / park site together

This project will develop raw land into a city facility, enhance the general health, safety and welfare of the surrounding neighborhood, and fit into the City's Strategic Plan.

If you have any questions, please contact me at 229-1045.

Michael J. Vlaovich, AIA
Architectural Project Manager
City of Las Vegas Public Works
229-1045 (fax) 464-5701

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MAY 27 2010

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

OFFICE 702.229.6276
FAX 702.382.0848
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-38379

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

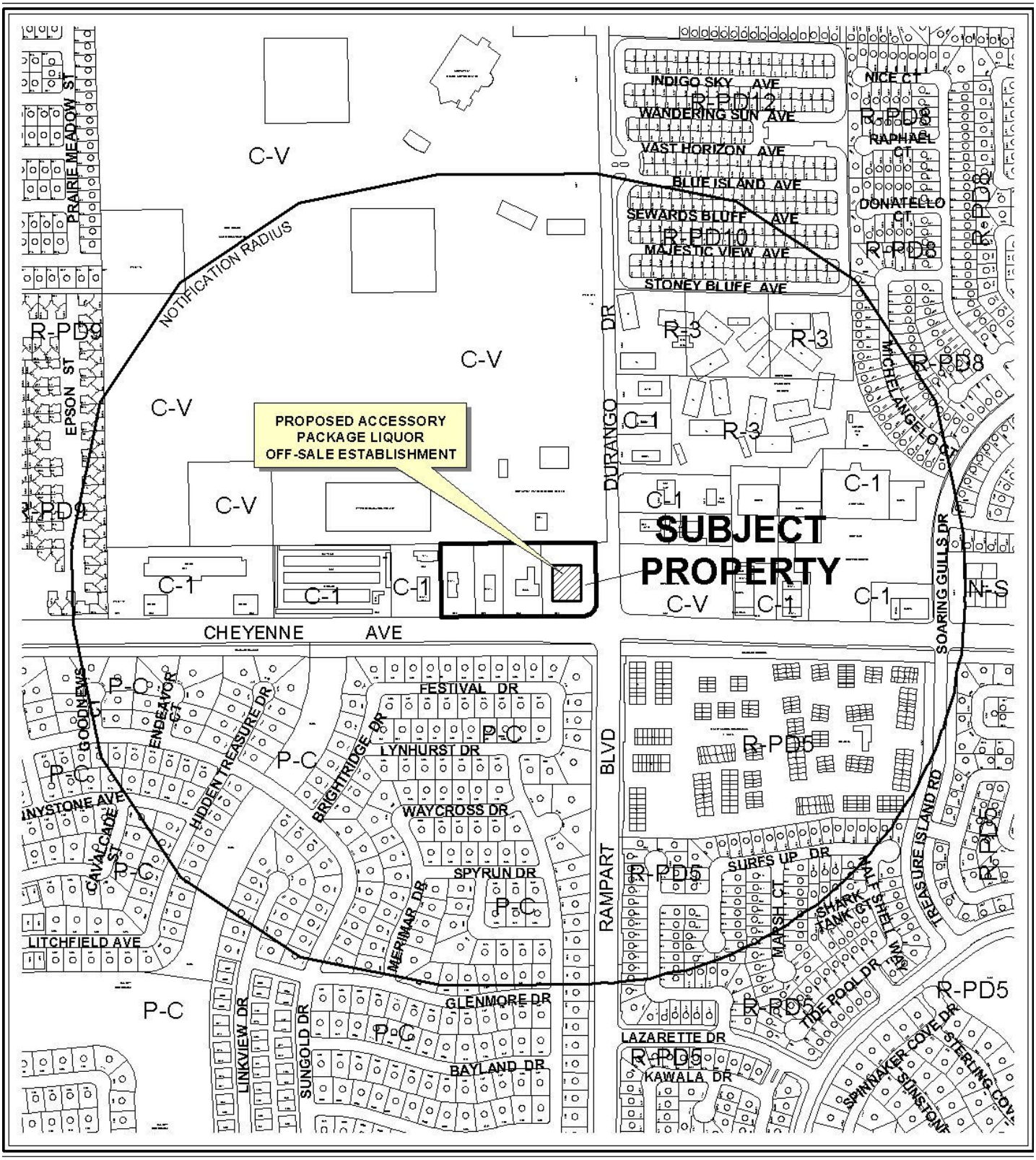
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37580 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC. - Request for a Special Use Permit FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 8500 West Cheyenne Avenue (APN 138-08-811-004), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). **NOTE: THIS APPLICATION HAS BEEN AMENDED TO REQUEST 79 SQUARE FEET FOR THE ACCESSORY PACKAGE LIQUOR OFF-SALE USE** The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**25**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**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. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-37580



0 500 1000 Feet

CASE: **SUP-37580**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 500 1000 Feet

CASE: **SUP-37580**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-37580

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: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC.

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37580	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-37580 CONDITIONS

Planning and Development

1. All on-site storage containers shall be removed from the premise.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for 79 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 8,997 square-foot Retail Establishment at 8500 West Cheyenne Avenue. 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 denial. If this request is denied, no alcohol may be sold on the premises without approval of another Special Use Permit.

ISSUES

- The storage containers located on site currently occupy required parking spaces. A condition of approval will require their removal from the property.
- There are no Waivers requested for the proposed Accessory Package Liquor Off-Sale use.
- Accessory Package Liquor Off-Sale is ancillary to the sale of other retail items, and is limited to no more than 10 percent of the retail floor space. The applicant is dedicating 0.53 percent of the retail floor space to the sale of alcohol.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/19/95	The City Council approved a request for a Zoning Reclassification (Z-0037-95) at 8500 West Cheyenne Avenue. The Planning Commission recommended approval of the request.
09/12/96	The Planning Commission approved a request for a Plot Plan and Building Elevation Review [Z-0037-95(5)] on a property located at the northwest corner of Cheyenne Avenue and Durango Drive for a proposed 13,905 square foot drug store.
04/22/10	The Planning Commission, at the request of the applicant, voted to hold this item in abeyance to properly renotify a proposed increase in the floor area dedicated to the sale of package liquor.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #6/ao).

Most Recent Change of Ownership	
08/19/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/30/97	A business license application (C05-01835) was issued for cigarette sales at 8500 West Cheyenne Avenue. The license is still active.
09/30/97	A business license application (D11-00146) was issued for a drug store at 8500 West Cheyenne Avenue. The license is still active.
05/30/07	A business license application (C14-00514) was issued for a clinic at 8500 West Cheyenne Avenue. The license was marked out of business on 01/30/08.
07/18/08	A business license application (Q04-00080) was issued for pharmacy at 8500 West Cheyenne Avenue. The license is still active.

Pre-Application Meeting	
02/11/10	A pre-application meeting was held with the applicant where elements of submitting a Special Use permit were discussed. Topics included: • The project meets the 400 foot distance separation. • The applicant is to provide calculations on the floor plan to indicate that the Accessory Package Liquor Off-Sale will occupy no more than 10% of the retail floor space. • No additional Parking is required beyond that which is required for the principal use(s) on the site.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	A site inspection was conducted by staff with the following observations: • The site was noted as a well maintained commercial development. • There are two storage containers located north and east of the subject site. One of the containers is taking up required parking spaces. • There are two unpermitted banner signs installed on the building façade facing Cheyenne Avenue. The violation has been referred to Code Enforcement.

Details of Application Request	
Site Area	
Net Acres	1.47

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
North	Water Resource Center	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
South	Single-Family Dwellings	Single Family (Sun City Summerlin)	P-C (Planned Community)
East	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
West	Nevada Power	PF (Public Facility)	C-V (Civic)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Centennial Hills Sector Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Interlocal Agreement	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	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)	8,997 SF	1:175	48		66		Y
TOTAL SPACES REQUIRED			51		70		Y
TOTAL (With Handicapped)			48	3	66	4	Y

ANALYSIS

The applicant is proposing an Accessory Package Liquor Off-Sale use as a part of an existing Retail Establishment at 8500 West Cheyenne Avenue. 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. There are no Waivers requested as a part of the subject Special Use Permit application. During a routine field check, staff discovered that two storage containers are being stored on the subject site. One the containers located north of the site is occupying parking spaces which are required to meet Title 19.04 requirements. Staff cannot support this application because the of the placement storage containers on the subject site. Staff therefore recommends denial.

FINDINGS (SUP-37580)

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. The proposed use can be conducted in a manner that is harmonious and compatible with the adjacent surrounding uses.

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 Cheyenne Avenue and Durango Drive, both 100-foot Primary Arterials as designated in the Master Plan of Street and Highways. These streets are of sufficient size to accommodate the needs of the proposed 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 21

NOTICES MAILED 819 (By City Clerk)

APPROVALS 4

PROTESTS 25

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37580** APN: 138-08-811-004

Name of Property Owner: Waltrust Properties, Inc.

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: 138-08-811-004

Signature of Property Owner: _____

Print Name: Robert M Silverman

Subscribed and sworn before me

This 23rd day of October, 2009

_____

Notary Public in and for said County and State

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
MAR 04 2010

#4197

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 8500 West Cheyenne Avenue

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 138-08-811-004 **Ward #** 4

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 Waltrust Properties, Inc. **Contact** Rebecca Lidskin

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** IL **Zip** 60015

E-mail Address rebecca.lidskin@walgreens.com

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert M Silverman

Subscribed and sworn before me

This 23rd day of November, 2009.

_____

Notary Public in and for said County and State

"OFFICIAL SEAL"
SUZANNE L. COLLINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/4/2010

FOR DEPARTMENT USE ONLY

Case #	SUP-37580
Meeting Date:	4/22/10
Total Fee:	1280.00
Date Received:*	
Received By:	3/4/10

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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Revised 10/27/08

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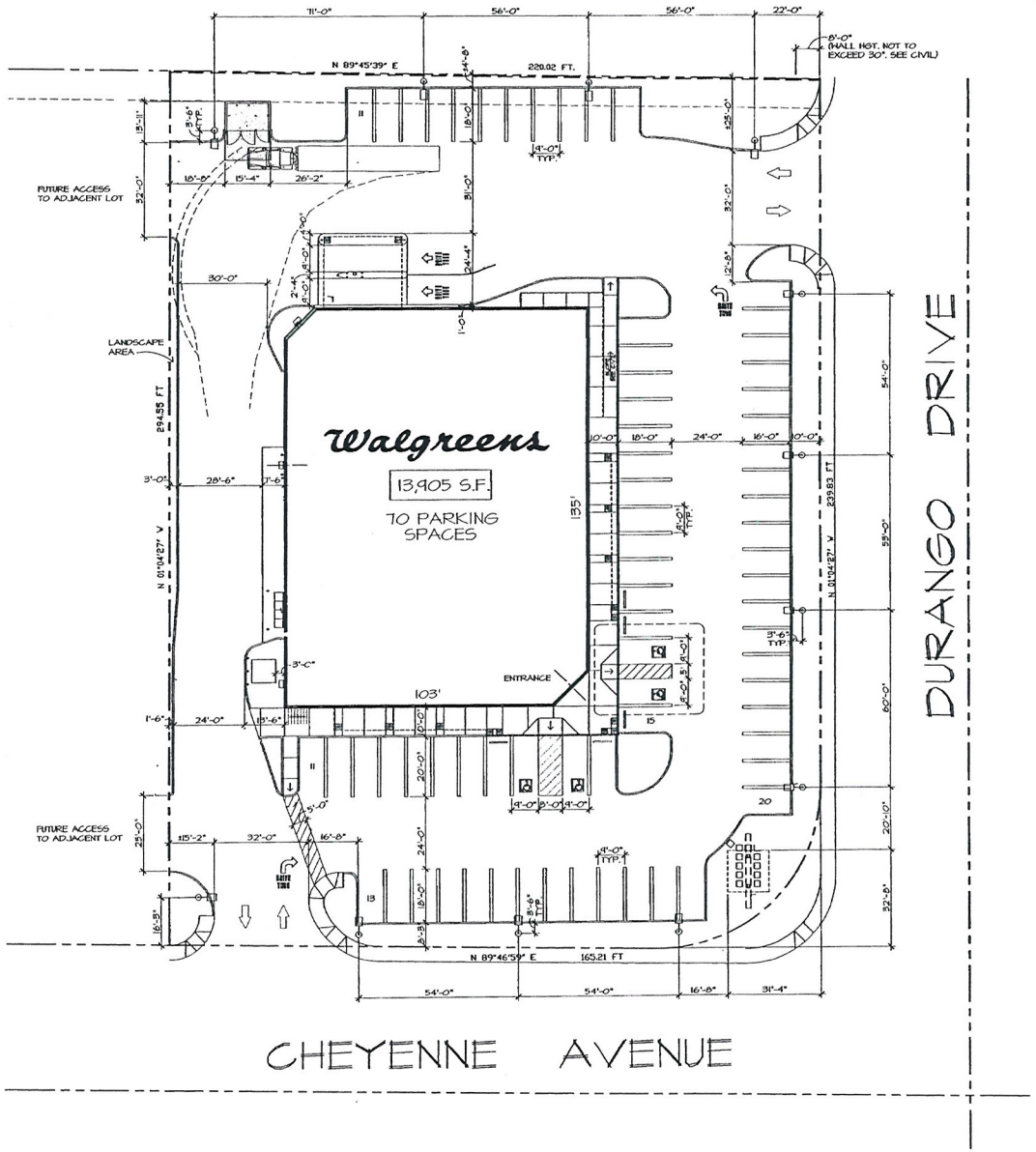
#4197



SITE PLAN

SCALE: 1" = 20'-0"

north

SUP-37580

04/22/10 PC

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MAR 04 2010

Walgreens

FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-5105

NO.	DATE	BY	DESCRIPTION	CON

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 04197

PROJECT NAME
WALGREENS STORE
8500 WEST CHEYENNE AVE.
LAS VEGAS, NV

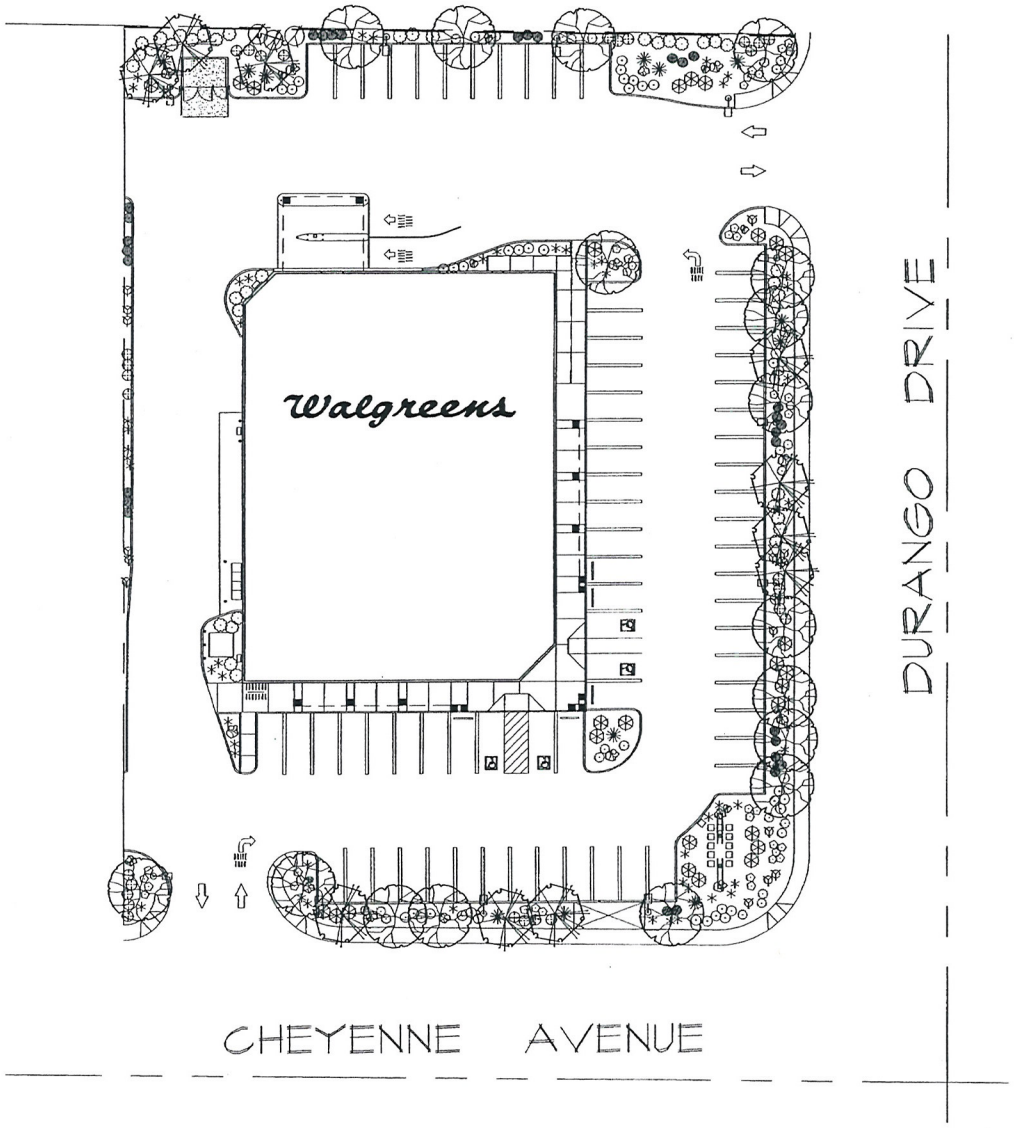
DRAWING TITLE
SITE PLAN

CADD PLOT: 4197-A01-BW-13NOV09
VOID PLOT:
SUPERSEDES PLAN DATED:

SCALE: 1"=20'-0"
DRAWN BY: RH
DATE: 11-13-09
REVIEWED BY:

DRAWING NO. A0.1
OF DWGS.

TIM MICHALSKI 11/17/2009 3:18 PM S:\DOCUMENTS AND SETTINGS\MICHAT\DESKTOP\JAMIE\04197-A01-BW-13NOV09



LANDSCAPE PLANTING PLAN

SCALE: 1"=20'-0"

NORTH

Walgreens

FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-5105

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

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STORE NUMBER 04197

PROJECT NAME
WALGREENS STORE
8500 WEST CHEYENNE AVE.
LAS VEGAS, NV

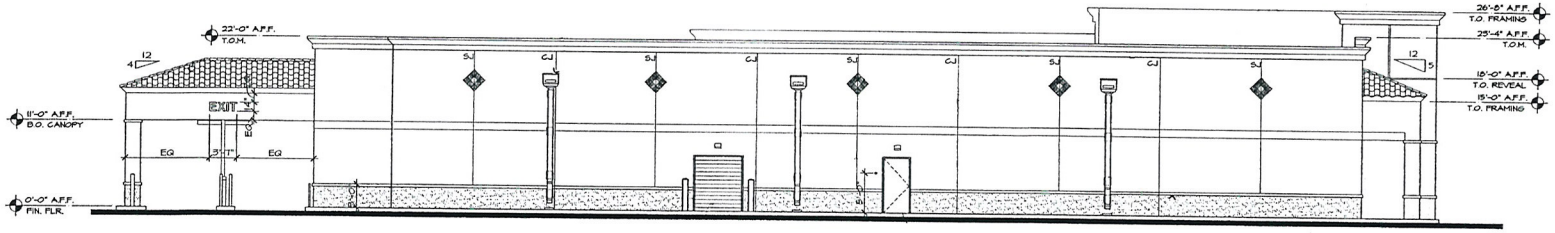
DRAWING TITLE
LANDSCAPE PLAN

CADD PLOT: 04197-L1-BW-13NOV09	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: RH	L1
SUPERSEDES PLAN DATED:	DATE: 11-13-09	
	REVIEWED BY:	OF DWGS.

BM MCKALSH 11/17/2009 3:18 PM C:\DOCUMENTS AND SETTINGS\MCRA1\DESKTOP\JAME\04197-L1-BW-13NOV09

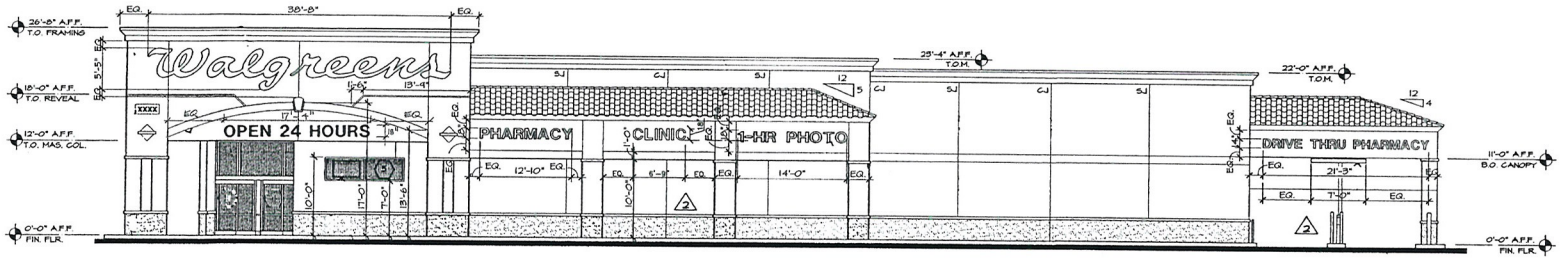
SUP-37580
04/22/10 PC

RECEIVED
MAR 04 2010



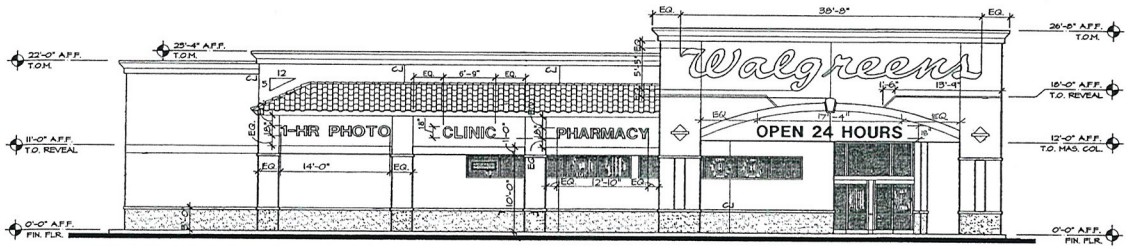
WEST ELEVATION

SCALE: 1/8"= 1'-0"



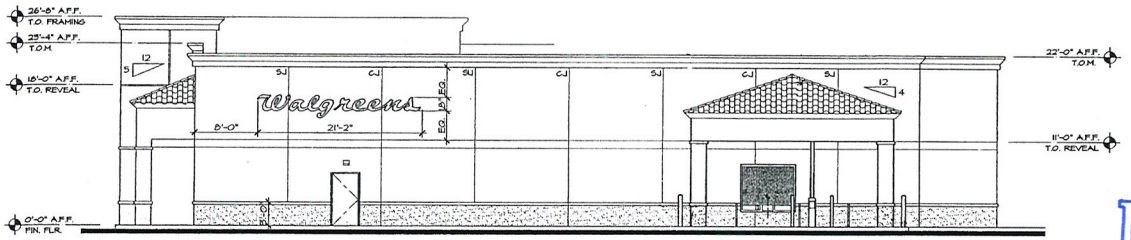
EAST ELEVATION

SCALE: 1/8"= 1'-0"



SOUTH ELEVATION

SCALE: 1/8"= 1'-0"



NORTH ELEVATION

SUP-37580
04/22/10 PC

RECEIVED
MAR 04 2010

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

PROJECT TYPE

DRAWINGS/SPECIFICATIONS BY:
☐ WALGREENS'
☐ LANDLORD'S CONSULTANT

ALL CONSTRUCTION WORK, UNLESS NOTED OTHERWISE, BY:
☐ WALGREENS' CONTRACTOR
☐ LANDLORD'S CONTRACTOR (TURNKEY CONSTRUCTION)

STORE	BUILDING
NEW ☐	NEW ☐
REMODELING ☐	EXISTING ☐
RELOCATION ☐	NEW SHELL ONLY ☐
OTHERS ☐	

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

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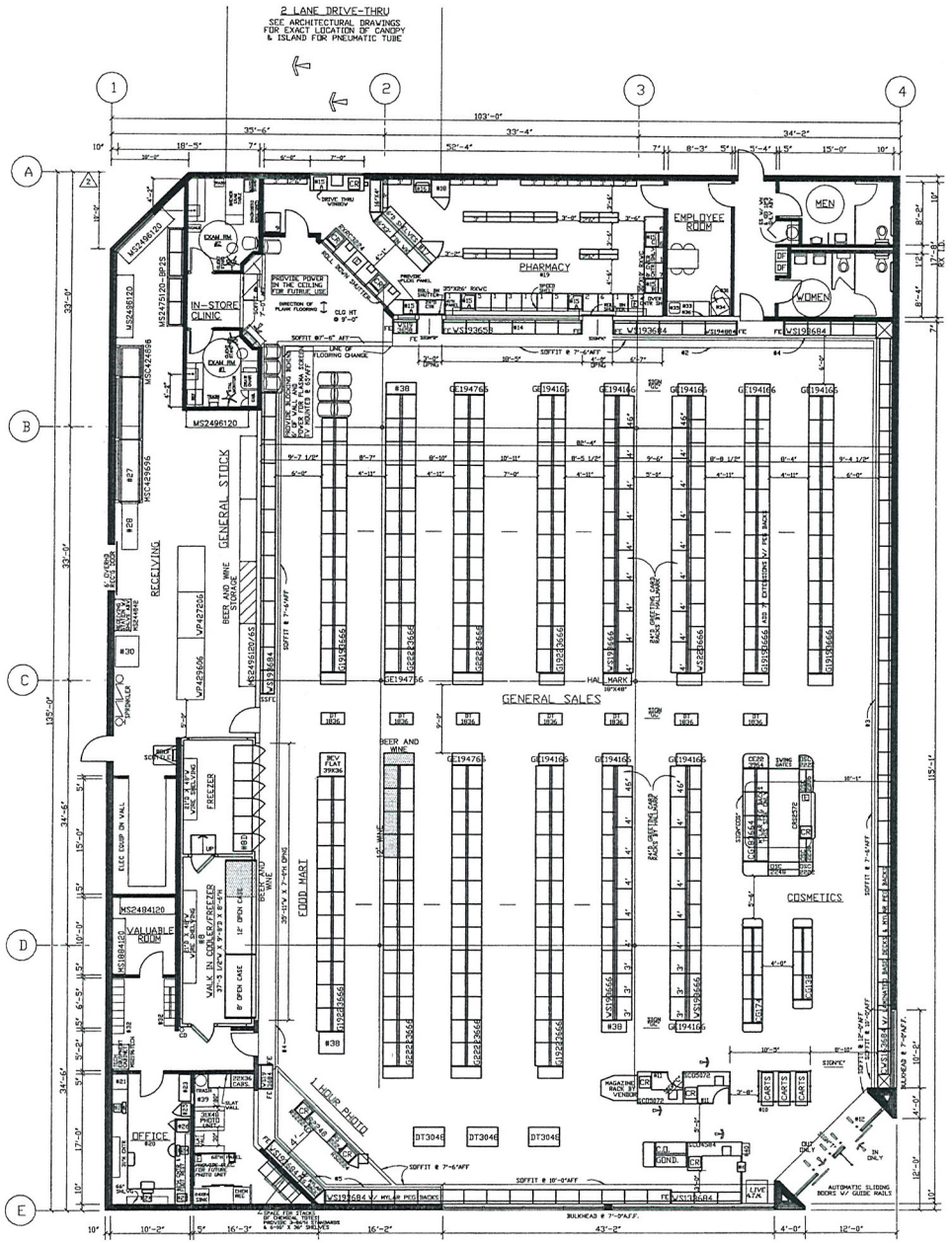
STORE NUMBER 04197

PROJECT NAME
WALGREENS STORE
8500 WEST CHEYENNE AVE.
LAS VEGAS, NV

DRAWING TITLE
EXTERIOR ELEVATIONS

CADD PLOT: 04197-a21-02-11oct06
VOID PLOT:
SUPERSEDES PLAN DATED:
SCALE: AS SHOWN
DRAWN BY: AMH
DATE: 11-12-96
REVIEWED BY: RWK
DRAWING NO. A2.1
OF DWGS.



LEGEND

BEER AND WINE SALES | BEER AND WINE STORAGE

OCCUPANCY LOAD

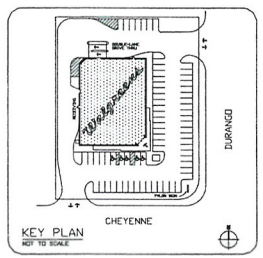
TOTAL OCCUPANCY: 414

TOTAL BEER/WINE SQUARE FEET

TOTAL BEER AND WINE SALES: 48 SQ. FT.

TOTAL SALES: 8997 SQ. FT.

% SALES FLOOR DEVOTED TO BEER AND WINE = .53%



FOR REFERENCE ONLY: SEE CONTRACT DOCUMENTS FOR FINAL SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SALES AREA:
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C" CHECKOUT/THANK YOU
SIGN "E" ENTRANCE/EXIT
SIGN "L" LIQUOR/THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARDS
SIGN "COS" COSMETIC HANGING CUBE 8" X 8" X 30"H @ 8'-0" AFF
SIGN "SB" SAN BRUNO CHECKOUT LANE #
SIGN "N" SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS.
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "O" CONSULTATION WINDOW

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) MOLLOY WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "S" CORNICE SPECIFIED ON THIS DRAWING TO BE SOFFIT MOUNTED.
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION: 3' SPACE BEHIND CASES
   A. MASTER-BILT: 3 DOOR MEDIUM TEMP CASE BMG-80; 84"W X 34.5"D X 78.5"H
   B. MASTER-BILT: 3 DOOR LOW TEMP CASE BLG-80; 84"W X 34.5"D X 78.5"H
   C. MASTER-BILT: 2 DOOR MEDIUM TEMP CASE BMG-52; 56"W X 34.5"D X 78.5"H
   D. MASTER-BILT: 2 DOOR LOW TEMP CASE BLG-52; 56"W X 34.5"D X 78.5"H
   E. MASTER-BILT: 2 DOOR BACK-UP BOX TLS-52; 56"W X 34.5"D X 78.5"H
   F. MASTER-BILT: WINE COOLER WMB-500; 70"W X 31"D X 76"H
   G. MASTER-BILT WALK-IN COOLER: PROVIDE
      ____ #1001 COOLMASTER DOORS 26 3/4" X 73" EACH AND
      6 #101 FREEZMASTER DOORS 26 3/8" X 73" EACH BY ANTHONY.
      A. __ DOORS<5> FOR EACH DOOR PROVIDE (7) "D BEV-O-FLOW GRAVITY SHELVES; UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS.
      B. __ DOORS<5> FOR EACH DOOR PROVIDE (7) 27"D ANTHONY WIRE SHELVES AND (4) 84" POSTS.
      C. __ DOORS<5> "D ROLLER CONVEYOR AT FLOOR LEVEL
      D. 6 DOORS<5> FOR EACH DOOR PROVIDE (8) 27"D ANTHONY SHELVES
      E. __ DOORS<5> FOR EACH DOOR PROVIDE (2) 27"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
      F. __ DOORS<5> "D DOUBLE DECK ROLLER CONVEYOR
      G. __ DOORS<5> FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
8. ICE CHEST BY VENDOR; APPROX. 50 X 34 X 78
9. RAILINGS TO BE 40"H DOUBLE LINE RAILS W/ DISPLAY PLATFORM ABOVE
10. FREE STANDING CHECKOUTS TO HAVE A GATE AND 36"H SIDE SCREEN. PROVIDE A 6"H DARK BROWN VINYL BASE AT ALL CHECKOUTS
11. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
12. RX WAITING ROOM
    (6) SEATS
    (-) TABLE LAMP (WHEN SHOWN)
    (1) MAGAZINE RACK; LOCATE AT 42" AFF
    (2) PIECES OF ARTWORK 22X25 (SEE INTERIOR ELEVATION FOR LOCATION)
13. FIXED GLASS PANEL OPENING (SEE ARCH DWGS)
14. COMPUTER TERMINAL
    15a INTERCOM PLUS TERMINAL
    15b INTERCOM TERMINAL
    15c TRAINING TERMINAL
15. RX SINK AND CABINET
16. CRX CABINET
17. RX REFRIGERATOR
18. 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
    #4 - RX PRINTER CABINET
    #5 - RX 5 DRAWER FILE INSERT
    #7 - RX OPEN UNIT W/ CPU SHELF
    #8 - RX PRINTER INSERT
    #9 - RX COMMUNICATION CABINET

OFFICE:
19. PROVIDE TILED FLOOR & VINYL WALLCOVERING
20. UNDER COUNTER SHELF UNIT
21. COMPUTER PRINTER
22. LATERAL FILE
23. ADMINISTRATION TERMINAL
24. TILL LOCKER
25. SAFE

STOCKROOM:
26. GRAVITY CONVEYOR
27. NEST-A-FLEX CONVEYOR
28. POWER ROLLER CONVEYOR
29. BALER: 56"W X 34"D X 78"H

EMPLOYEE ROOM:
30. TV, VCR & BRACKET PROVIDED BY WALGREENS
31. EMPLOYEE LOCKERS: (1) 7'W & (1) 6'W X 18"D
32. 5'-0" W X 2'-0" EMPLOYEE COUNTER W/ CABINET
33. EMPLOYEE ROOM REFRIGERATOR
34. EMPLOYEE ROOM SINK (IN COUNTER)
35. 5'-0" MIRROR ON WALL ABOVE COUNTER

MISC:
36. ELECTRICAL OUTLET FOR FUTURE USE
37. VENDOR RACKS: REMOVE BASE DECK & SHOES; END PANEL TO REMAIN
38. PROVIDE OPENING FOR ONE WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
39. NEWSPAPER RACK BY VENDOR

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS	G.S.KRAISS	08-26-96
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	W.A.SHIEL	08-26-96
VICE PRESIDENT DRUG STORE OPERATIONS	J.B.KARLIN	08-26-96
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J.C.MARK	08-26-96

Walgreens

FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL.
847-940-2500 60015

PROJECT DATA

TYPE					
NEW LOCATION	☒	GENERAL SALES	☒	FOOD MART	☒
NEW LOCATION EXISTS 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	8997	1621	1104		11722
CLINIC	EXIST					
	NEW			274		274
BEER	EXIST					
	NEW					
1 HR PHOTO	EXIST					
	NEW	225				225
BSMT.	EXIST					
	NEW					
MEZZ-ANINE	EXIST					
	NEW					
RX & WAIT'G	EXIST					
	NEW	984				984
FOOD MART	EXIST					
	NEW	700				700
TOTAL EXIST						
TOTAL NEW		10906	1621	1378		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 103 LIN. FT.
RX SQUARE FOOT AREA 799 SQ. FT.

FIXTURE MANUFACTURER

KIECHLER/MYERS ☐ MADIX/MYERS ☐ LOZIER/STOREKRAFT ☒

REVISIONS

NO.	DATE	BY	DESCRIPTION	CONST.
D1	3-31-97	CAB	REVISE D1 PER MDI	
1	07/24/06	JM	ADDED 3M STORE CLINIC RM'S (TO: REMOVE WINE WALL AT RX WAITING, SHORTEN CONF. VEYOR D 10', RESET AND NEW STOCK RM SHELVING WALGREENS PROVIDES POWER, PHONE, DATA LINES, BUFFED IN PLUMBING, LIGHTING, I GLAZING WHERE INDICATED AND FLOORING: "PINNACLE" WILL RESEARCH TYPE OF FLOORING "PINNACLE" PROVIDES THE DOMINING FINISH MATERIALS ADDED PLANK FLOORING PER JM & RVP REMOVED 3' SEC OF GONDOLA AND DMC GC AND ADDED SIX CHAIRS	
2	01/26/07	BL	UPDATE FIXTURES IN CLINIC PER CLINIC PROVIDER	
3	06/25/08	CAS	ADJUST CLINIC SCOPE ACCORDING TO CLINIC LAYOUT	

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 04197

PROJECT NAME
WALGREENS STORE
8500 W. CHEYENNE AVE.
LAS VEGAS, NV
REMODEL

DRAWING TITLE
FIXTURE PLAN

CADD PLOT: 04197-D1-06-23JUN08
VOID PLOT: F04197D105
SUPERSEDES PLAN DATED:
SCALE: 1/8"=1'-0"
DRAWN BY: BELLAMY
DATE: 06/22/96
REVIEWED BY:
DRAWING NO. D1
OF DWGS.

SUP-37580
04/22/10 PC

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SUP-37580 - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC.
8500 WEST CHEYENNE AVENUE

03/18/10



SUP-37580 - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC.
8500 WEST CHEYENNE AVENUE

03/18/10



SUP-37580 - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC.
8500 WEST CHEYENNE AVENUE

03/18/10



SUP-37580 - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC.
8500 WEST CHEYENNE AVENUE

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

January 26, 2010

VIA FACSIMILE & HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RE: ***Application for Special Use Permit***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 8500 West Cheyenne Avenue. 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 this store is intersected by two major thoroughfares – Cheyenne Avenue and Durango Drive – and is adjacent to commercial and public facility uses. The nearby residential areas are adequately buffered by Cheyenne Avenue and a flood channel. There are other businesses in the general area that sale alcohol, including a convenience store, so the proposed use would not be unique to the area. The site also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at drug and retail grocery stores in Las Vegas, there would be no variable impact on other businesses by

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SUP-37580
04/22/10 PC

allowing Walgreens to sell alcohol for the convenience of its customers at this location.

Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales. Also, the location will not devote more than 10% of the retail floor space to the display or merchandising of alcoholic beverages.

Furthermore, Walgreen Co. is a well-established national company with shares traded on the New York Stock Exchange. The company has over 60 stores in southern Nevada that maintain a low impact on neighboring properties.

As Walgreens is currently operating and the addition of packaged beer, wine, and liquor for sale is compatible with the surrounding area, we respectfully request a special use permit for the addition of accessory "off-sale" packaged beer, wine, and liquor sales.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

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04/22/10 PC

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

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-37580 - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC.*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 27, 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 MAY 26 2010.

Signature

5/26/10
Date

Rebecca Liddick
Please Print Name

Walgreens
Company Name

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MAY 26 2010

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

6

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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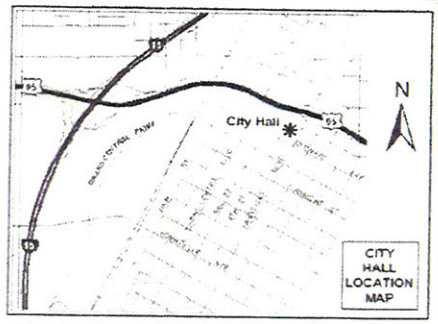

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 5/27/2010

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MAY 27 2010

Case: SUP-37580

13816120017
COVINGTON TRUST
353 GLEN ELLEN DR
VENTURA CA 93003-1732

Submitted after final agenda
Date
Item 6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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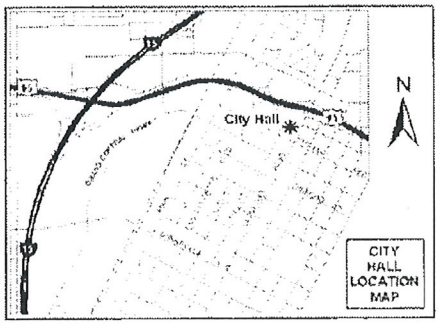

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580
13817512016
WEISROCK CARL J REVOCABLE TRUST
8508 FESTIVAL DR
LAS VEGAS NV 89134-8610

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APR 11 2010

HIP

7022436477

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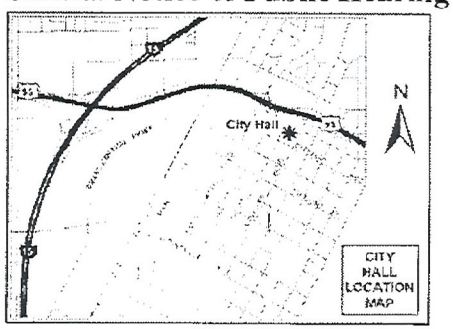

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

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Case: SUP-37580

~~13816115009~~
DICKEY BILL JR & RUTH REV LIV TR
7805 LONESOME HARBOR AVE
LAS VEGAS NV 89131-5001

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APR 12 2010

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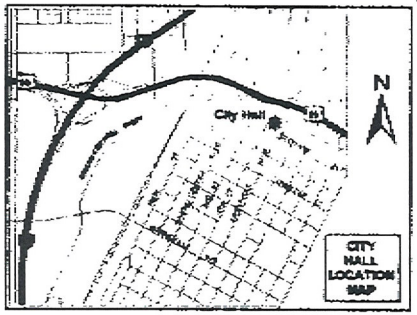

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580

13817512119
LEE ROBERT G & CAROL J
8525 WAYCROSS DR
LAS VEGAS NV 89134-8671

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HIP

04/12/2010 13:33 7024319795 JE PAGE 01

Application Information

SUP-37580 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: WALTRUST PROPERTIES, INC. - Request for a Special Use Permit FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 8500 West Cheyenne Avenue (APN 138-08-811-004), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

There must be enough places to buy booze in this town without adding one more. This is close to a park, school & my condo I bought for my son. Please curb this kind of sales in our neighborhoods —

Mr. K. Davis

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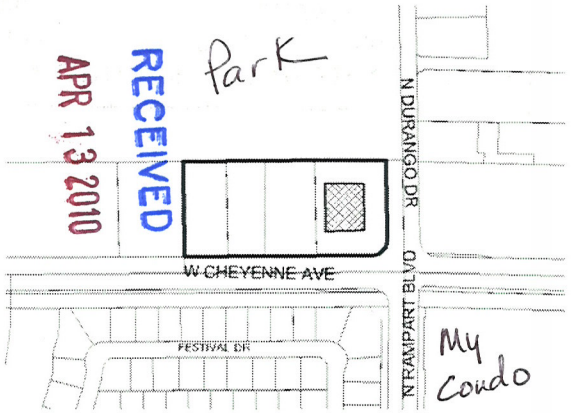
APR 13 2010

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 22, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. You may not receive an additional notice for the City Council meeting. For further information, please call (702) 229-6301 (TDD 386-9108) http://www.lasvegasnevada.gov.

4/P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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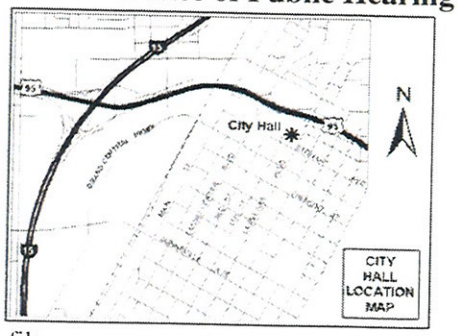

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580

13816120023
LEAVITT FAMILY TRUST
17010 BUTTERFIELD TRL
POWAY CA 92064-1332

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APR 19 2010

Submitted after final agenda
Date 4/19/10
Item 41
P

City of Las Vegas
Planning & Development Department
Development Services Center
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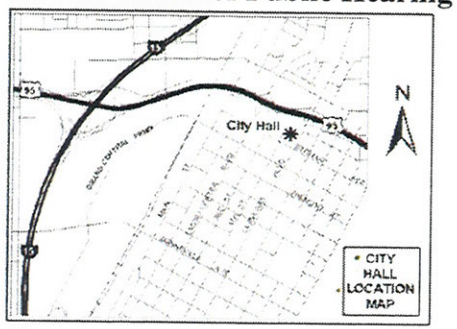

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580

13816120020
LEAVITT ROBERT A & PENELOPE N
17010 BUTTERFIELD TRL
POWAY CA 92064-1332

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Submitted after final agenda
Date 4/19/10
Item 41p

City of Las Vegas
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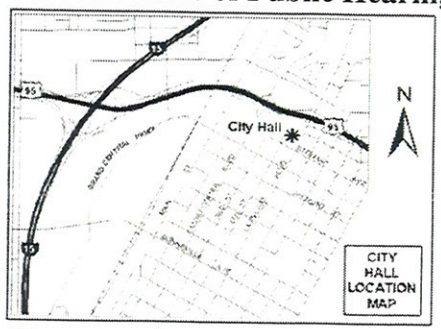

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580

13817510032
BAUER EDITH V VINES & DAVID J
3108 ENDEAVOR CT
LAS VEGAS NV 89134-8584

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APR 19 2010

Submitted after final agenda
Date 4/19/10
Item 41

City of Las Vegas
Planning & Development Department
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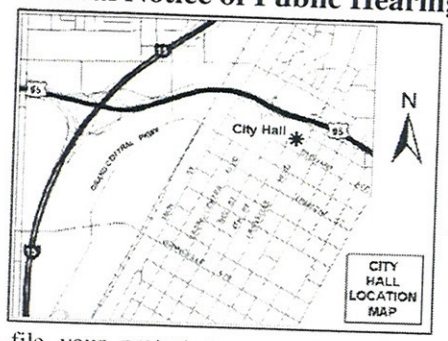

I oppose Because they just open a huge Wine Store in Baca Park & I heard Lee's Liq. also opening a store Near their ~~[illegible]~~, also Smiths & Albers have a nice selection, Wine, Beer, etc.

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-37580

Planning Commission Meeting of 4/22/2010

13817512053 Case: SUP-37580
KRAUSE VIRGINIA L TRUST
3021 MERIMAR DR
LAS VEGAS NV 89134-8659

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APR 14 2010

BAVDS11 89134

Submitted after final agenda
Date 4/14/10
Item 41p

APR-14-2010 11:23A FROM:

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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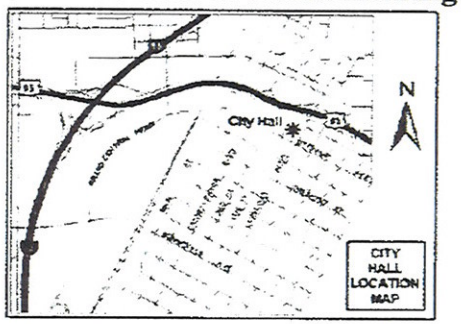

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580

13816120016
MAY WILLIAM M
10729 SPRUCEDALE AVE
LAS VEGAS NV 89144-4401

ENVOF11 89144

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/19/10
Item 4b

TO:3857268 P.1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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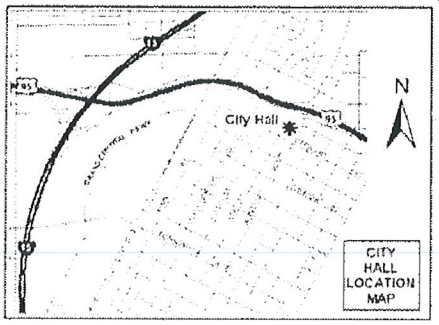
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 5/27/2010

Case: SUP-37580
13817512016
WEISROCK CARL J REVOCABLE TRUST
8508 FESTIVAL DR
LAS VEGAS NV 89134-8610

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7022436477

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Development Services Center
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Las Vegas, Nevada 89101-2986

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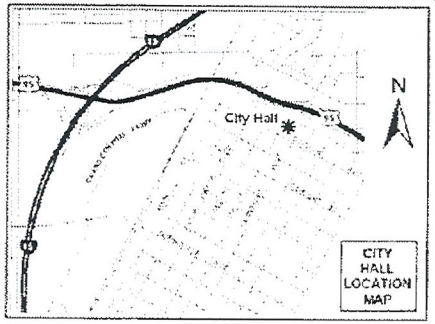

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 5/27/2010

Case: SUP-37580
13818115009
DICKEY BILL JR & RUTH REV LIV TR
7805 LONESOME HARBOR AVE
LAS VEGAS NV 89131-5001

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MAY 17 2010

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May. 17 2010 09:03AM P1
FAX NO. :
FROM :

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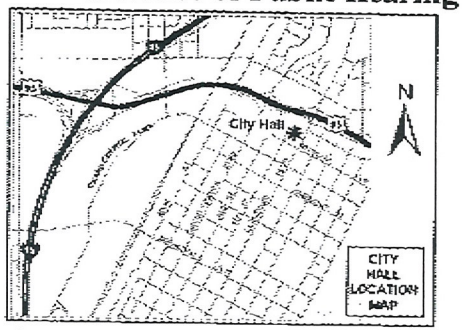

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SUP-37580

Planning Commission Meeting of 5/27/2010

Case: SUP-37580

13816114031
HECHT FAMILY TRUST
10170 CORBETT
LAS VEGAS NV 89149-1232

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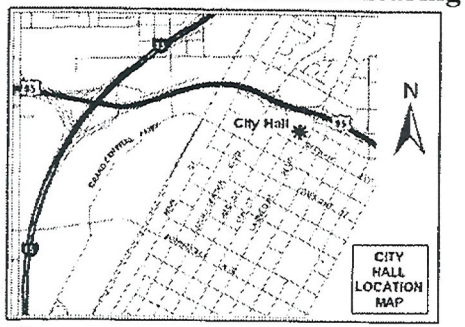

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Planning Commission Meeting of 5/27/2010

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Case: SUP-37580

13816120119
H B I G L L C
3461 ALCUDIA BAY AVE
LAS VEGAS NV 89141-3206

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05/18/2010 10:58 FAX

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City of Las Vegas
Planning & Development Department
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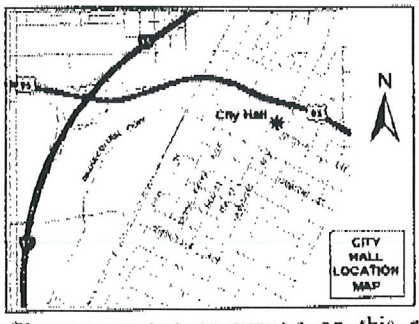

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SUP-37580
Planning Commission Meeting of 5/27/2010

Case: SUP-37580
13817512119
LEE ROBERT G & CAROL J
8525 WAYCROSS DR
LAS VEGAS NV 89134-8671

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05/18/2010 16:32 7024318085 JE PAGE 01

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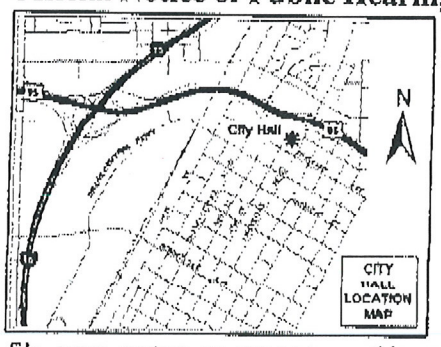

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SUP-37580

Planning Commission Meeting of 5/27/2010

Case: SUP-37580
13816120084
SOUTH METRO HOLDINGS L L C
1308 SONOMA CT
PALM BEACH GARDENS FL 33410-1517

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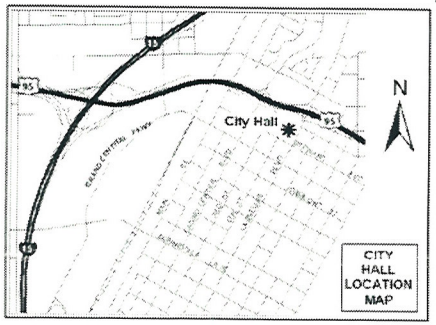

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Planning Commission Meeting of 5/27/2010

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Case: SUP-37580
13816120071
DAVIS WILLIAM K & VALERIE J
8304 AQUA SPRAY AVE
LAS VEGAS NV 89128-7432

CAVOS11 89128

6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
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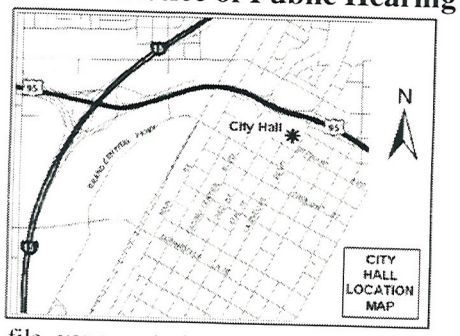

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Planning Commission Meeting of 5/27/2010

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Case: SUP-37580

13817510028
STEIN EMANUEL L & JUDITH
3105 ENDEAVOR CT
LAS VEGAS NV 89134-8585

CAVDS11 89134

6P

City of Las Vegas
Planning & Development Department
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731 S. Fourth Street
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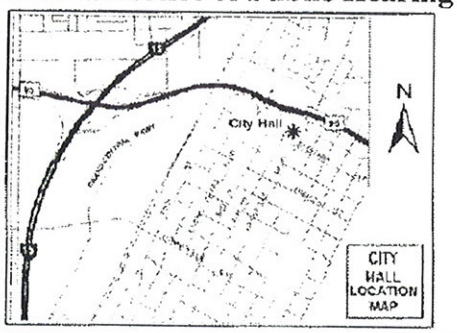

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Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580
13809313067
MURRIN 2003 FAMILY TRUST
1160 SOMERSET DR
SAN JOSE CA 95132-3043

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Submitted after final agenda
Date 4/20/10 Item 41 A

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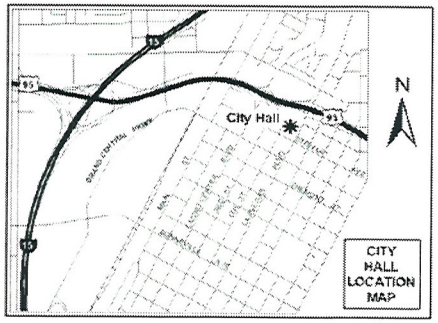

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37580

Planning Commission Meeting of 4/22/2010

Case: SUP-37580

13817512127
GOMSKI LEO & CECILIA TRUST
8516 SPYRUN DR
LAS VEGAS NV 89134-8668

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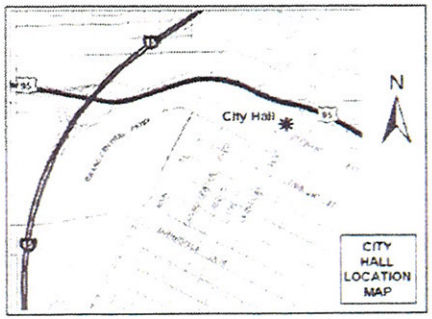

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SUP-37580
Planning Commission Meeting of 5/27/2010

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MAY 27 2010

Case: SUP-37580
13816120085
COVINGTON STEPHEN D & CAROL J
353 GLEN ELLEN DR
VENTURA CA 93003-1732

Submitted after final agenda
Date
Item 6P

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Las Vegas, Nevada 89101-2986

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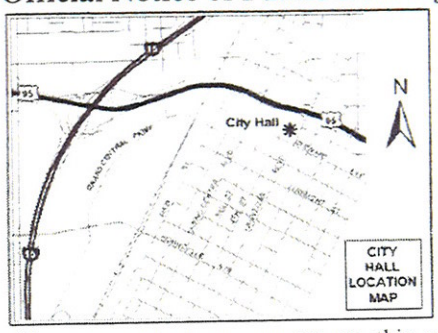

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580
Planning Commission Meeting of 5/27/2010

890 05-15-10

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Case: SUP-37580
~~13809313115~~
BROOKS CARMEN & STUART
10566 COLEBROOK ST
SUNLAND CA 91040-1402

Submitted after final agenda
Date
Item 6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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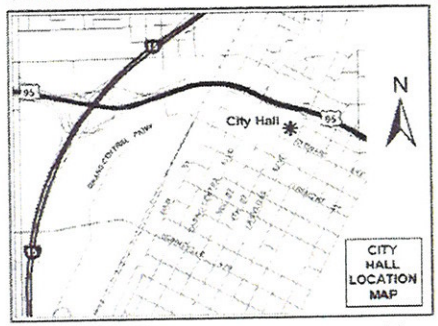

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SUP-37580 SEE COMMENTS ATTACHED.

Planning Commission Meeting of 5/27/2010

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XX LAS VEGAS NV 890 05-15-10

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MAY 27 2010

Case: SUP-37580
~~13809313107~~
GOD-GONZALEZ ANNA MARIE
P O BOX 3886
MERRIFIELD VA 22116-3886

CAVDS11 22116

Submitted after final agenda
Date
Item 2

TO: Planning Commission

FROM: Anna Marie God-Gonzalez

RE: Public Hearing of 5/24/2010
Opposition to "Request for Special Use Permit for a 48 Square-Foot Accessory Package Liquor Off-Sale Within An Existing 13,905 Square-Foot Retail Establishment at 8500 West Cheyenne Avenue"

DATE: May 20, 2010

I oppose granting a special use permit. The home values in area have plummeted by 50%. I processed over 30 credit reports before I found a tenant who could afford the modest rental at Angel Point Condominiums. Does a 79 SF accessory liquor bring any value to our neighborhood? I have never seen a liquor store add value to abutting or neighboring properties. Absolutely not. A drug store is not a liquor store. If such a use were granted, pretty soon, this applicant will hire a good zoning attorney to reapply for a larger area until we have a 2,000 SF liquor store inside a drug store.

SUP-37580

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#20.4.home values.051910

Submitted after final agenda
Date Item 6P
182

MAY-17-2010 02:14P FROM:

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2010 MAY 18 A 11:08

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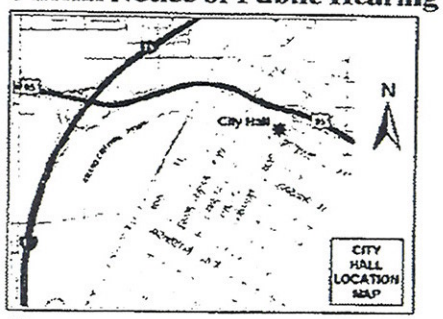

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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37580

Planning Commission Meeting of 5/27/2010

Case: SUP-37580

13816120016
MAY WILLIAM M
10729 SPRUCEDALE AVE
LAS VEGAS NV 89144-4401

CV0511 89144

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Date 5/18/10 Item 6P

TO:2296405 P.1/2

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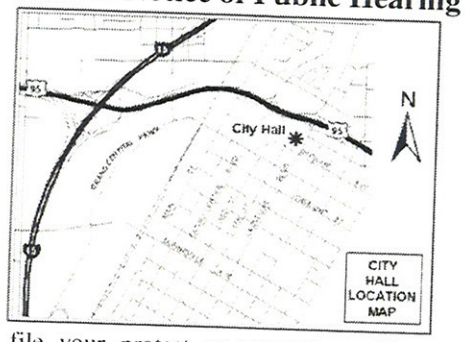

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37580

Planning Commission Meeting of 5/27/2010

Case: SUP-37580

13816120023
LEAVITT FAMILY TRUST
17010 BUTTERFIELD TRL
POWAY CA 92064-1332

Submitted after final agenda
Date
Item 6P

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Planning & Development Department
Development Services Center
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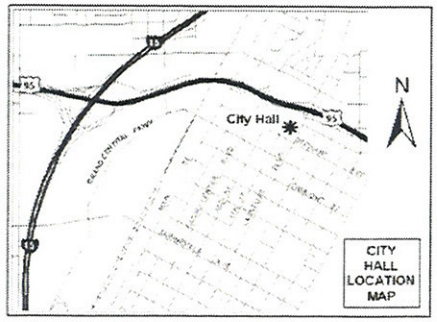

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SUP-37580

Planning Commission Meeting of 5/27/2010

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MAY 2 4 2010

Case: SUP-37580

13816120020
LEAVITT ROBERT A & PENELOPE N
17010 BUTTERFIELD TRL
POWAY CA 92064-1332

Submitted after final agenda
Date
Item 6P

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Planning & Development Department
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Las Vegas, Nevada 89101-2986

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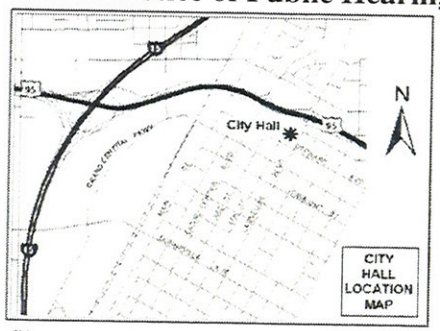

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☑ I OPPOSE this Request

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SUP-37580

Planning Commission Meeting of 5/27/2010

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MAY 24 2010

Case: SUP-37580

13809313106
SIMON COKI L L C
1652 MANNING AVE
LOS ANGELES CA 90024-5810

Submitted after final agenda
Date
Item 6P

City of Las Vegas
Planning & Development Department
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731 S. Fourth Street
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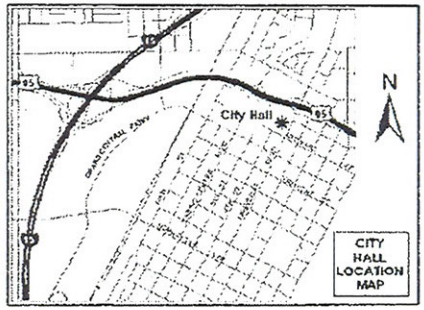

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Planning Commission Meeting of 5/27/2010

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Case: SUP-37580
13816120306
HUSAIN FARAZ Z
5630 RAVENSPUR DR #101
RPV CA 90275-3533

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MAY 24 2010

Submitted after final agenda
Date
Item 10P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
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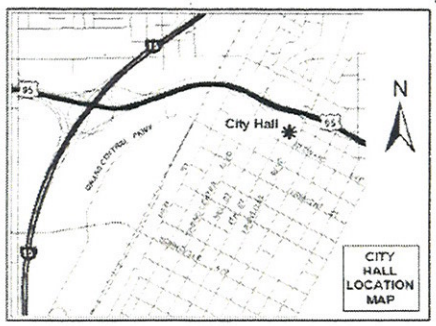
MAY 24 2010

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.

SUP-37580
Planning Commission Meeting of 5/27/2010

Case: SUP-37580
13808810007
PACKARD DANIEL B
8701 SANDRINGHAM AVE
LAS VEGAS NV 89129-7258

Submitted after final agenda
Date
Item 6A

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

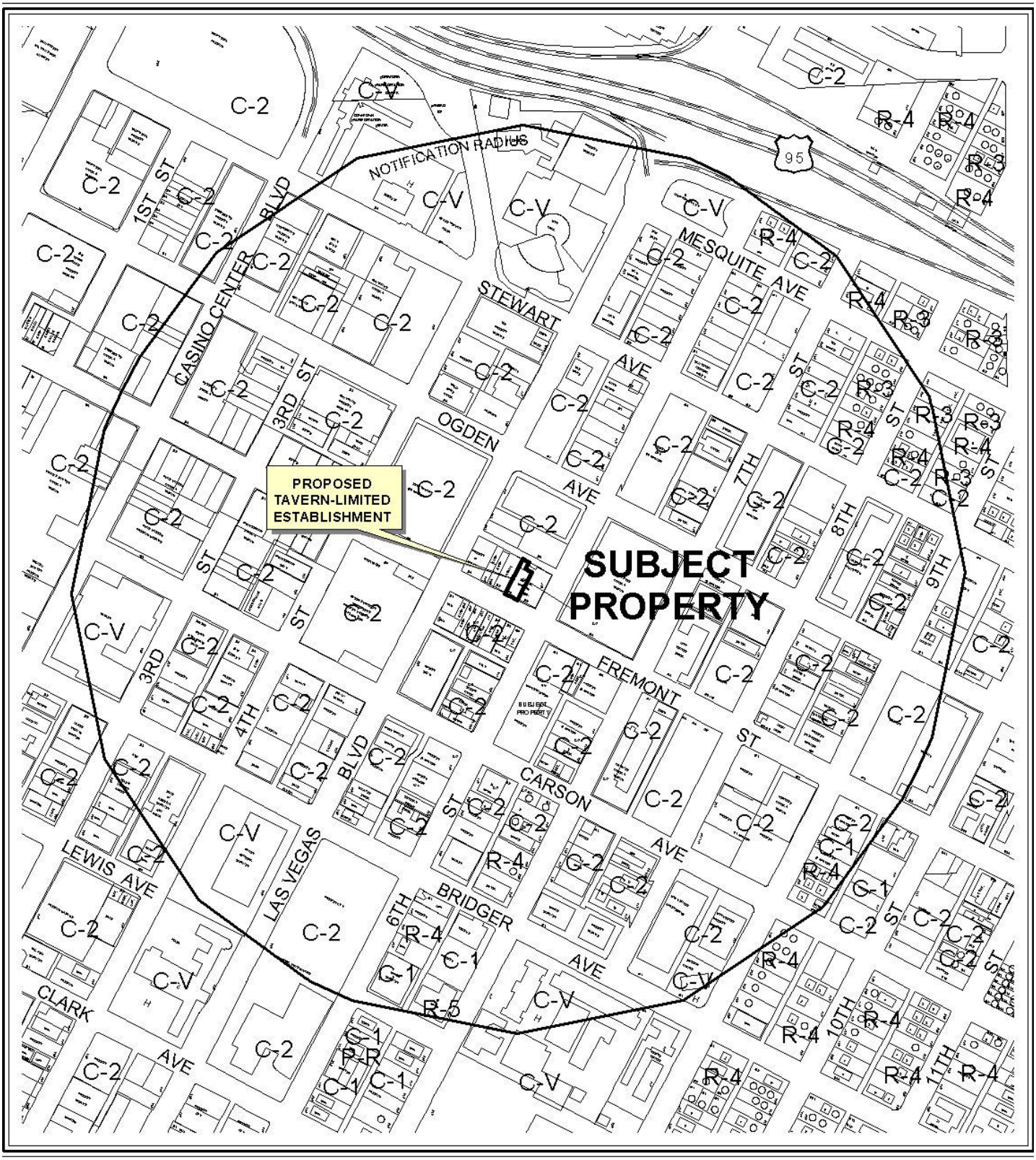
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37885 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VANGUARD LOUNGE, LLC - OWNER: A.W. HAM III TRUST - Request for a Special Use Permit FOR A PROPOSED 2,597 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT at 516 Fremont Street (APN 139-34-611-008), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-37885



0 400 800 Feet

CASE: **SUP-37885**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 400 800 Feet

CASE: **SUP-37885**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: VANGUARD LOUNGE, LLC - OWNER: A.W. HAM III TRUST

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37885	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37885 CONDITIONS

Planning and Development

1. Live entertainment shall be provided at least four nights per week in accordance with Title 6.50.250.
2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Tavern-Limited Establishment use.
3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.
5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.
6. Approval of this Special Use Permit does not constitute approval of a liquor license.
7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Tavern-Limited Establishment located within the Fremont East District of the Downtown Centennial Plan at 516 Fremont Street. Outdoor seating is also indicated at the proposed establishment. The proposed use meets all Title 19.04 standards for a Tavern-Limited Establishment, and can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval. If this request is denied, the proposed use will not be permitted at this location.

ISSUES

- The building will accommodate approximately 97 people.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/27/98	The City Council approved a request for a Special Use Permit (U-0023-98) on property located at 516 east Fremont Street for the Off-Premise Sale of Beer and wine in conjunction with a proposed 1,649 square foot convenience store. The Planning Commission recommended approval.
12/16/64	The City Council approved a request for a Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission recommended approval.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #42/ao).

Most Recent Change of Ownership	
07/28/99	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/17/08	A Building Permit (#113195) was issued for a non work certificate of occupancy at 516 Fremont Street. The permit was finaled on 04/23/08.
04/25/08	A Business License (S20-00515) was issued for guitar sales at 516 Fremont Street. The license was marked out of business on 12/01/09.

05/24/94	A Business License (Q01-00142) was issued for a real estate business at 516 Fremont Street. The license is still active.
06/23/99	A Business License (J01-01554) was issued for costume jewelry/ gifts at 516 Fremont Street. The license was marked out of business on 02/05/08.
04/21/10	A Business License application (C05-95514) was submitted for tobacco sales at 516 Fremont Street. The license is pending approval.
04/21/10	A Business License application (L38-95513) was submitted for a tavern limited at 516 Fremont Street. The license is pending approval.
04/30/10	A Business License application (M06-95723) was submitted for miscellaneous sales at 516 Fremont Street. The license is pending approval.

Pre-Application Meeting	
04/13/10	A pre-application meeting was held and the submittal requirements of a Special Use Permit application were discussed: 1. The total occupancy less than 100 does not need to be sprinklered. The maximum capacity of this space will be 97. 2. There will be no onsite parking. Parking will be available on nearby lots and in area parking structures. 3. The outdoor seating shall require approval of a Minor Site Development Plan Review and an encroachment agreement if in the right-of-way. May occupy up to 2/3 of the total width of the sidewalk, with minimum pedestrian clearance of five feet. 4. The tavern-limited license is subject to requirements of Title 6.50.250. Live entertainment will be provided four nights per week and there will be no gaming.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/22/10	A site inspection was required conducted by staff with the following observations: • The subject property was noted as a well maintained commercial building.

Details of Application Request	
Site Area	
Gross Acres	0.13

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Vacant	C (Commercial)	C-2 (General Commercial)
North	Condominiums	C (Commercial)	C-2 (General Commercial)
South	Tavern	C (Commercial)	C-2 (General Commercial)
East	Art Gallery and Retail Establishment	C (Commercial)	C-2 (General Commercial)
West	Vacant	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (Fremont East District)	X		Y
Downtown Redevelopment Area	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 ft)	X		Y
Downtown Entertainment Overlay District (Entertainment Overlay District)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Tavern-Limited Establishment	2,597 SF	1:50 plus 1:200 with a minimum of 10 spaces	45		Zero		N
TOTAL SPACES REQUIRED			45		Zero		N

TOTAL (With Handicapped)	43	2	Zero	Zero	N

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

ANALYSIS

The applicant is proposing a Tavern-Limited Establishment use within an existing 2,597 square foot building. The proposed use will feature indoor and outdoor seating. The outdoor seating will be 41% of the total occupancy, and per the submitted plans, the patio area does not encroach into the public right-of-way. The additional seating provided by the outdoor patio also does not interfere with the building egress and ingress.

The subject site is within the Fremont East District in the Downtown Centennial Plan, which is the only district that this type of proposed use is allowed. Pursuant to Title 19.06.120, any liquor-serving establishment approved by means of a Special Use Permit for a parcel located within the Downtown Entertainment Overlay District shall not be subject to the distance separation requirements set forth in Title 19.04. Staff is recommending approval of this Special Use Permit request, as it is compatible with the existing and future land uses of surrounding properties and meets Title 19.04 requirements for the use.

FINDINGS (SUP-37885)

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 Tavern Limited Establishment will be located within the Fremont East District of the Downtown Centennial Plan. The proposed use can be conducted in a harmonious and compatible manner with the existing and future development within the surrounding area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is currently a vacant retail space. Similar alcohol related uses are common in this area of the City. The subject site is physically suitable to accommodate the proposed use.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The proposed Tavern Limited Establishment use is located on Fremont Street and 6th Street, which are both defined as 80-foot Secondary Collectors, as defined by the Master Plan of Streets and Highways. The site will be accessed primarily by pedestrian traffic.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

The proposed Special Use Permit request will not be inconsistent with or compromise the public health, safety, and welfare or overall objectives of the General Plan.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Tavern Limited Establishment use meets all of the applicable conditions per Title 19.04.

PLANNING COMMISSION ACTION
The applicant agreed to all conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 206 (By City Clerk)

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37885** APN: A portion of 139-34-611-008

Name of Property Owner: HAM A W III Trust (Artemus Ham III)

Name of Applicant: Vanguard Lounge, LLC

Name of Representative: Jennifer Wheatley

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: A. W. Ham III, Trustee

Print Name: ARTEMUS W. HAM III, TRUSTEE

Subscribed and sworn before me

This 7th day of APRIL, 2010

Jana Shore

Notary Public in and for said County and State

JANA SHORE
Notary Public, State of Nevada
Appointment No. 01-71602-1
My Appt. Expires Sept. 13, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special use permit

Project Address (Location) 516 Fremont Street

Project Name Vanguard Lounge **Proposed Use** Bar

Assessor's Parcel #(s) A portion of 139-34-611-008 **Ward #** 5

General Plan: existing C proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 2,416 **Floor Area Ratio** _____

Gross Acres .13 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER A W Ham III Trust **Contact** _____

Address 2008 Gray Eagle Way, ~~Las Vegas, NV~~ **Phone:** 732-8334 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address _____

APPLICANT Vanguard Lounge, LLC **Contact** Jennifer Wheatley

Address 2637 Starfish Ct. **Phone:** 702-419-6339 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89128

E-mail Address Jennifer@wheatleyenterprises.org

REPRESENTATIVE Same as Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* A.W. Ham III, Trustee

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ARTEMUS W. HAM III, TRUSTEE

Subscribed and sworn before me

This 7th day of APRIL, 20 10.

Notary Public in and for said County and State

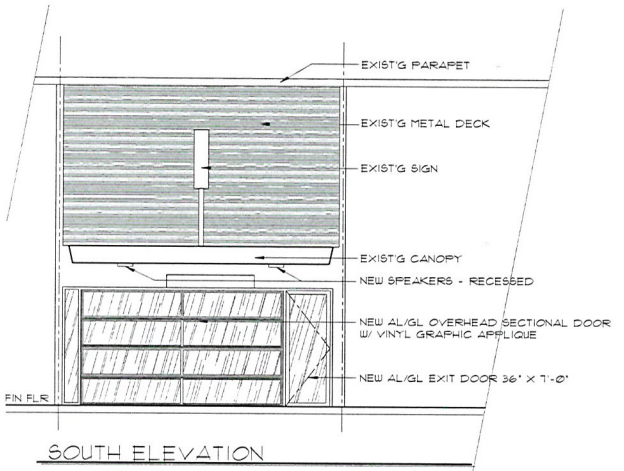
JANA SHORE
Notary Public, State of Nevada
Appointment No. 01-71602-1
My Appt. Expires Sept. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP 37895
Meeting Date:	5.27.10
Total Fee:	$1,280.-
Date Received:*	4.7.10
Received By:	JA

*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



SOUTH ELEVATION

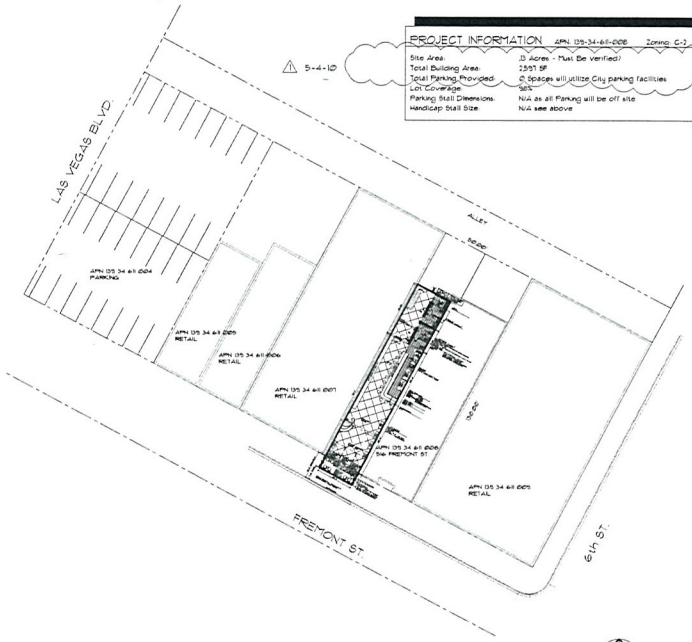
VICINITY MAP



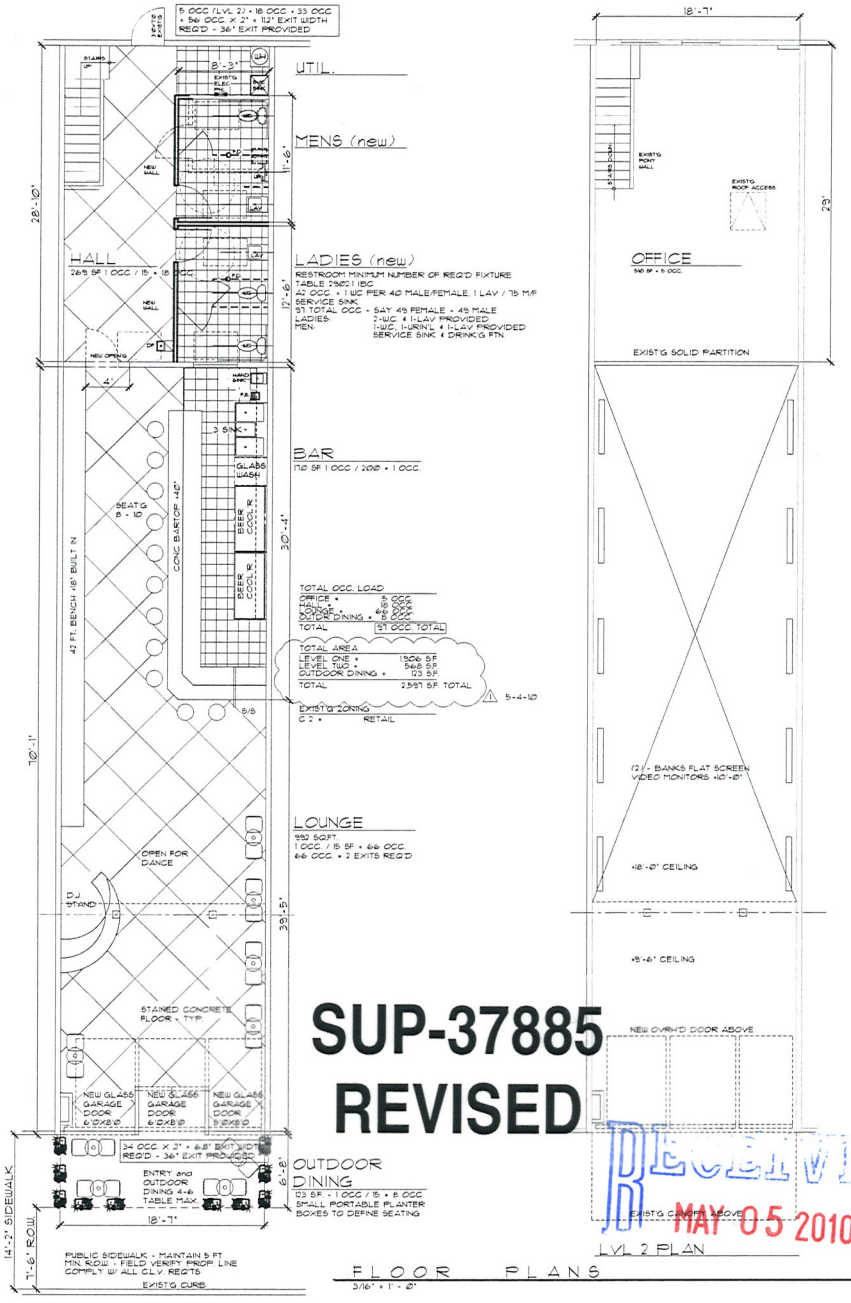
5-4-10

PROJECT INFORMATION APN: 139-34-611-008 Zoning: C-2

Site Area:	.13 Acres - (Must Be verified)
Total Building Area:	2597 SF
Total Parking Provided:	0 Spaces will utilize City parking facilities
Lot Coverage:	96%
Parking Stall Dimensions:	N/A as all Parking will be off site
Handicap Stall Size:	N/A see above



SITE PLAN
1" = 30'-0"



FLOOR PLANS
3/16" = 1'-0"

SUP-37885
REVISED

RECEIVED
MAY 05 2010

5-4-10

HART HOMES, INC.
P.O. BOX 81562
LAS VEGAS, NV 89180
702.374.8313
LIC # 41054

VANGUARD LOUNGE
3131 Fremont St.
LAS VEGAS, NV

Preliminary Design

PROJ NO.:
DATE: 14 MAR 2010
DRAWN BY:
CHECKED BY:
DWG. NO.

A-1.0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SUP-37885



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SUP-37885



SUP-37885



SUP-37885

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APR 30 2010



SUP-37885 - APPLICANT: VANGUARD LOUNGE, LLC - OWNER: AW HAM III, TRUST
516 FREMONT STREET

04/22/10



SUP-37885 - APPLICANT: VANGUARD LOUNGE, LLC - OWNER: AW HAM III, TRUST
516 FREMONT STREET

04/22/10

April 5, 2010

We are interested in converting 516 Fremont Street into a Lounge with a bar. The space has been vacant for over a year. The previous tenant had a guitar shop. We are interested in converting it into a bar and making all the necessary improvements to meet code. No food will be served at this location. Maximum occupancy will be 97 people as state on the plans. We are looking to provide a really cool place with a great vibe downtown. We will be the first Lounge/Bar that will be offering outdoor seating in the front. We feel that this will be a huge draw to our location since we are on the north side of the street that gets all of the sun. We will have around 10-15 employees. We plan on starting the hours of operation from 2:00 pm-2:00 am Sunday-Wednesday and 2:00 pm-4:00 am Thursday-Saturday. We are going to have live entertainment Thursday-Sunday with DJ's. We will have the proper security on the nights we do have live entertainment. We have no onsite parking so our patrons will be using the surrounding parking garages along Fremont and the metered spots along 6th street. We do understand that 50% of our sign will have to be neon. We are already working with a few sign companies getting quotes with those specifications. Upon receipt of our Special Use Permit we are applying for the Limited Tavern License. We have all our applications ready to submit and have met with a couple of the officers in their office to go over our paperwork to make sure we are ready to go and we are all set. I would really like to get the place open before all the big events come into the downtown area such as Helldorado.

We chose 516 Fremont Street due to the fact it is located inside the Entertainment District. We understand there is a need for more businesses in this area especially bars and restaurants. With our lounge concept, and extended hours we believe that it will draw a numerous amount of people in the community, and visitors to the Entertainment District.

Thank you,

Andrew Wheatley
Vanguard Lounge, LLC

Jennifer Wheatley
Vanguard Lounge, LLC

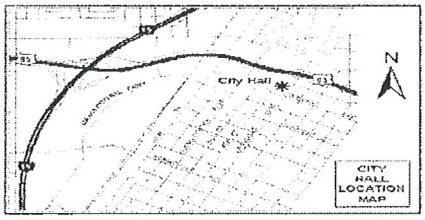
RECEIVED
APR 07 2010

SUP-37885

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

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-37885

Planning Commission Meeting of 5/27/2010

PRESORTED FIRST CLASS

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MAILED FROM ZIPCODE 89101

Case: SUP-37885

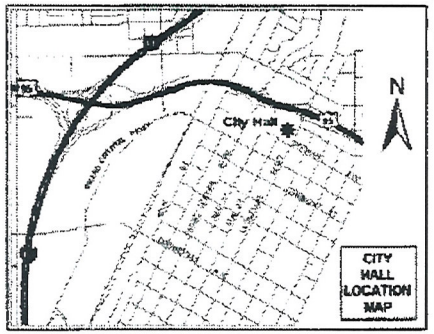
13934613175
WATTS LEONARD F
550 STONEYWOOD TERR
MABLETON GA 30126-0000

RECEIVED
MAY 18 2010

42A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37885

Planning Commission Meeting of 5/27/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

Case: SUP-37885
13934612047
PRESARIO PROPERTIES L L C
2559 BEECHWOOD VILLAGE CT
HENDERSON NV 89052-7139

CAVDS11 89052

RECEIVED
MAY 17 2010

42A

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

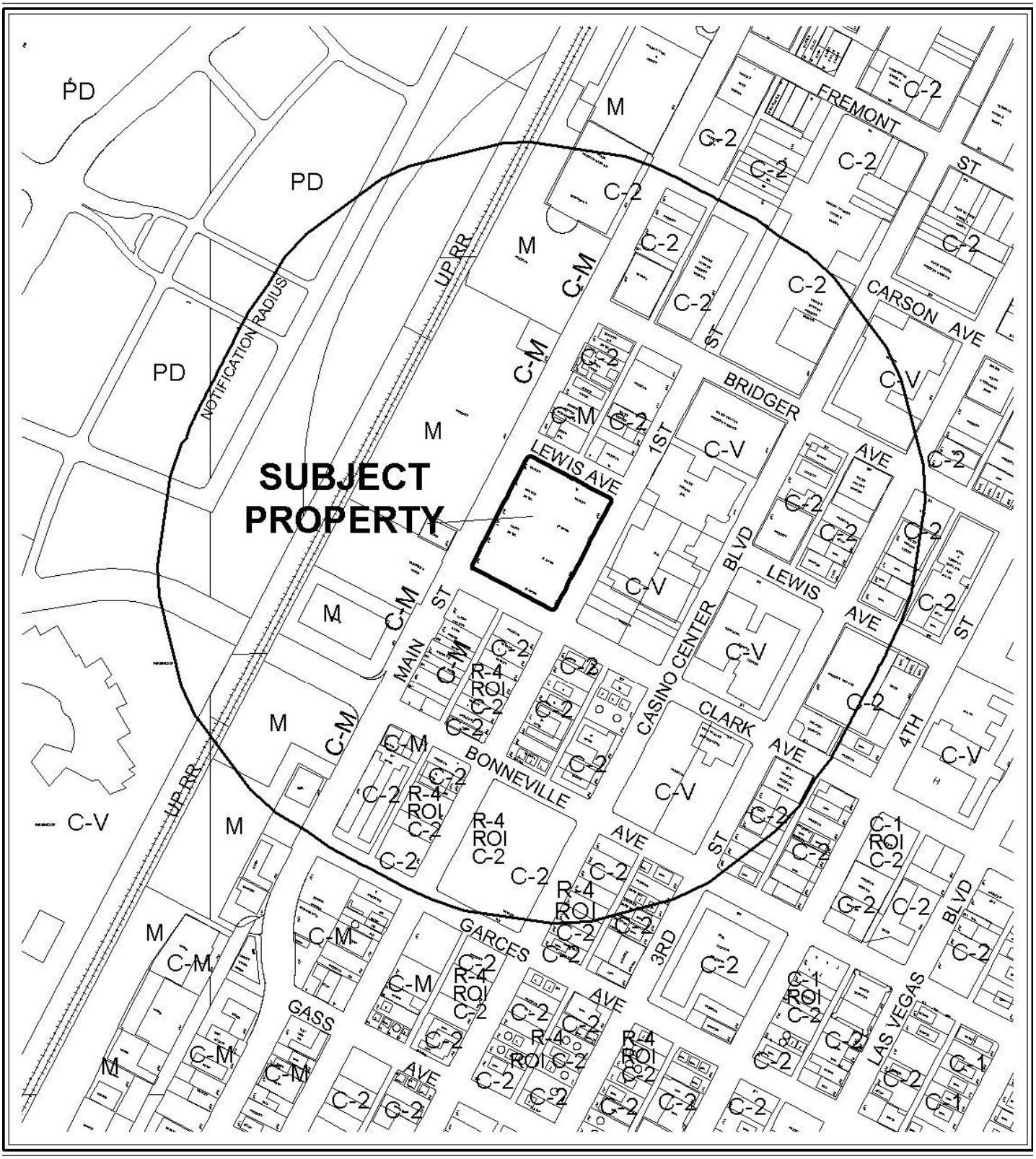
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37904 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: PQ LAS VEGAS, LLC - Request for a Special Use Permit FOR SIX PROPOSED SATELLITE DISHES THAT EXCEED 10 FEET IN DIAMETER AND 12 FEET IN HEIGHT at 495 South Main Street (APN 139-34-201-022), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



0 300 600 Feet

CASE: **SUP-37904**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37904**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: PQ LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37904	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37904 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Satellite Dish use.

2. Conformance to the approved conditions for Rezoning (ZON-30369) and Site Development Plan Review (SDR-31749).

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Satellite Dishes. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow six Satellite Dishes, which will be located on the rooftop and unscreened from adjacent properties. They are approximately sixteen feet in diameter and eighteen feet high. The subject site is the location of the new 303,085 square-foot Las Vegas City Hall, which is under construction at the present time. The subject site contains three permitted construction trailers and various machines for demolition and excavation. Staff recommends approval of this request, as the proposed Satellite Dishes will allow the city to provide enhanced communication services to the community. If this request is denied, the proposed Satellite Dishes could not be installed. Alternatively, smaller dishes with limited capabilities and lower bandwidth could be installed.

ISSUES

- Satellite Dishes will be located on the rooftop without being screened to minimize the impact on other properties. Screening the dishes would result in limited or no reception of signals.
- The six Satellite Dishes will be eighteen feet in height and sixteen feet in diameter.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) to reclassify property, including the subject parcels, in the area generally bounded by Main Street, Bonanza Road, Las Vegas Boulevard and Charleston Boulevard from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial) and C-V (Civic) to C-2 (General Commercial).
04/04/07	The City Council approved a Vacation (VAC-19235) of the 20-foot north/south alley located within the subject block. The Planning Commission and staff recommended approval.
06/04/08	The Planning and Development Department approved an Extension of Time (EOT-27762) for a Petition to Vacate (VAC-19235) a 20-foot wide section of public right-of-way generally located south of Lewis Avenue, north of Clark Avenue, between Main Street and First Street.
11/19/08	The City Council approved a Rezoning (ZON-30369) for a portion of the subject property from C-M (Commercial/Industrial) to C-2 (General Commercial). The Planning Commission and staff recommended approval.

01/21/09	The City Council approved a request for a Site Development Plan Review (SDR-31749) for a 303,085 square-foot office building with Waivers from the Downtown Centennial Plan Streetscape Requirements, Build-To line Requirements, and Aerial Encroachment Limitation on 4.2 acres at the northwest corner of South 1st Street and Clark Avenue (APNs 139-34-210-007 through 013, and 139-34-210-019 through 023). The Planning Commission and staff recommended approval.
05/14/09	The Planning and Development Department approved an Extension of Time (EOT-33932) for a Petition to Vacate (VAC-19235) a 20-foot wide section of public right-of-way generally located south of Lewis Avenue, north of Clark Avenue, between Main Street and First Street.
11/10/09	A Parcel Map (PMP-36248) Merger and Resubdivision for 2.71 acres located at the northeast corner of Main Street and Clark Avenue (APNs 139-34-210-007 through 013 and 019 through 023) was recorded on 11/10/09.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #13/jg).

Most Recent Change of Ownership	
12/10/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/18/09	A Building Permit (#142811) was issued 12/18/09 for new city hall building. The permit has not been finaled.
12/18/09	A Building Permit (#142812) was issued 12/18/09 for on-site construction. The permit has not been finaled.
02/04/10	A Building Permit (#155983) was issued 02/04/10 for a construction trailer. The permit was finaled 02/12/10.
02/04/10	A Building Permit (#155984) was issued 02/04/10 for a construction trailer. The permit was finaled 02/12/10.
02/04/10	A Building Permit (#155985) was issued 02/04/10 for a construction trailer. The permit was finaled 02/12/10.

Pre-Application Meeting	
03/24/10	A pre application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • Satellite Dishes cannot be properly screened from other properties. • Revise Justification letter to address the physical properties of the Satellite Dishes'.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	The subject site is undergoing demolition and excavation in preparation for the construction phase.

Details of Application Request	
Site Area	
Net Acres	2.71

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	City Hall	C (Commercial)	C-2 (General Commercial)
North	Service Station Use, Parking Lot Use	C (Commercial)	C-M (Commercial/Industrial); C-2 (General Commercial)
South	Auto Parts Use, Parking Lot Use	C (Commercial)	C-M (Commercial/Industrial); C-2 (General Commercial)
East	Custodial Institution Use, Parking Lot Use	PF (Public Facility)	C-V (Civic)
West	Parking Lot Use, Warehouse Use	C (Commercial)	C-M (Commercial/Industrial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District (Office Core)	X		Y
A-O (Airport Overlay) District (200 feet)	X		Y
Live/Work Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for a Special Use Permit for six Satellite Dishes that are eighteen feet in height and sixteen feet in diameter. The proposed Dishes would be mounted on the rooftop of the new Las Vegas City Hall located at 495 South Main Street. Title 19.20.020 defines a Satellite Dish use as "a device which:

1. Incorporates a reflective surface that is solid, open mesh, or bar-configured;

2. Has the shape of a shallow dish, cone, horn, or cornucopia; and

3. Is used to receive electromagnetic signals."

The proposed Satellite Dishes do not meet the Conditional Use Requirements set forth in (1) (b and c) in Title 19.04; therefore a Special Use Permit is required.

The subject property is located in the Downtown Centennial Plan Overlay District (Office Core) and will provide a start to revitalizing the downtown area. As the new city hall will be 7 stories tall and 151-foot in height, the height of the building will help to minimize the impact of the height and diameter of the dishes, as well as the lack of screening at street level. The addition of the six Satellite Dishes will have a minimal impact on the adjacent properties; therefore, staff recommends approval.

FINDINGS (SUP-37904)

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 use is located in the Downtown Centennial Plan Overlay District (Office Core) and can be conducted in a manner that is harmonious and compatible with the existing land uses project by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

The new city hall building will be physically suitable for the type and intensity of land use proposed by the six 18-foot tall Satellite Dishes with a maximum 16-foot in diameter. The dishes will be located on the roof top and the building height will help to minimize the impact of the Satellite Dishes.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

The city hall will provide vehicular access from Lewis Avenue and 1st Street, both which are 80-foot rights-of-way. The proposed Satellite Dish use requires no additional parking required beyond that which is required for the principal use on site.

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 Satellite Dish use will not jeopardize the public health, safety or welfare, as it will be subject to permit review and inspection prior to completion.

5. **The use meets all of the applicable conditions per Title 19.04.**

The proposed Satellite Dish use does not meet the conditions of Title 19.04.010., as they are unscreened and exceed the diameter and height requirements for conditional use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 59 (By City Clerk)

APPROVALS 0

PROTESTS 0

JG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37904 APN: 139-34-201-022

Name of Property Owner: P Q Las Vegas LLC

Name of Applicant: Forest City

Name of Representative: JMA Architecture Studios (Cherie L. Guzman, Assoc. AIA)

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: DIMITRI VAZELAKIS

Subscribed and sworn before me

This _____ day of _____, 20_____

_____

Notary Public in and for said County and State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On April 5, 2010 (Date) before me, Lisa M. Stevens, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Dimitri Vazelakis (Name(s) of Signer(s))

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

LISA M. STEVENS
Commission # 1843392
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: — Number of Pages: 1

Signer(s) Other Than Named Above: —

Capacity(~~ies~~) Claimed by Signer(~~s~~)

Signer's Name: Dimitri Vazelakis

- ☐ Individual
- ☒ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: PQ Las Vegas, LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 495S. 1st Street Las Vegas, NV 89101

Project Name CLV City Hall Building **Proposed Use** Satellites

Assessor's Parcel #(s) 139-34-201-022 **Ward #** 3

General Plan: existing C proposed C **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 303,085 s.f. **Floor Area Ratio** 1.6

Gross Acres 4.2 acres **Lots/Units** n/a **Density** n/a

Additional Information

PROPERTY OWNER PQ Las Vegas LLC **Contact** Dimitri Vazelakis

Address 50 Public Square, Suite 1140 **Phone:** (212) 486-4444 **Fax:** (213) 488-9308

City Cleveland **State** OH **Zip** 44113

E-mail Address dimitrivazelakis@forestcity.net

APPLICANT Forest City Commercial Development **Contact** Dimitri Vazelakis

Address 949 South Hope Street, Suite 110 **Phone:** (213) 416-2200 **Fax:** (213) 488-9308

City Los Angeles **State** CA **Zip** 90051

E-mail Address dimitrivazelakis@forestcity.net

REPRESENTATIVE JMA Architecture Studios **Contact** Cherie L. Guzman

Address 10150 Covington Cross Drive **Phone:** (702) 731-2033 **Fax:** (702) 731-2039

City Las Vegas **State** NV **Zip** 89144

E-mail Address cguzman@jmaarch.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 DIMITRI VAZELAKIS

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	SUP-37904
Meeting Date:	5/27/10 PC
Total Fee:	$1030.00
Date Received:*	4/09/10
Received By:	M. Howe

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On April 5, 2010 (Date) before me, Lisa M. Stevens, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Dimitri Vazelakis (Name(s) of Signer(s))
,

LISA M. STEVENS
Commission # 1843392
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2013

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M Stevens (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application/Petition Form - Special Use Permit

Document Date: — Number of Pages: 1

Signer(s) Other Than Named Above: —

Capacity(~~ies~~) Claimed by Signer(~~s~~)

Signer's Name: Dimitri Vazelakis
- ☐ Individual
- ☒ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: PQ Las Vegas, LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
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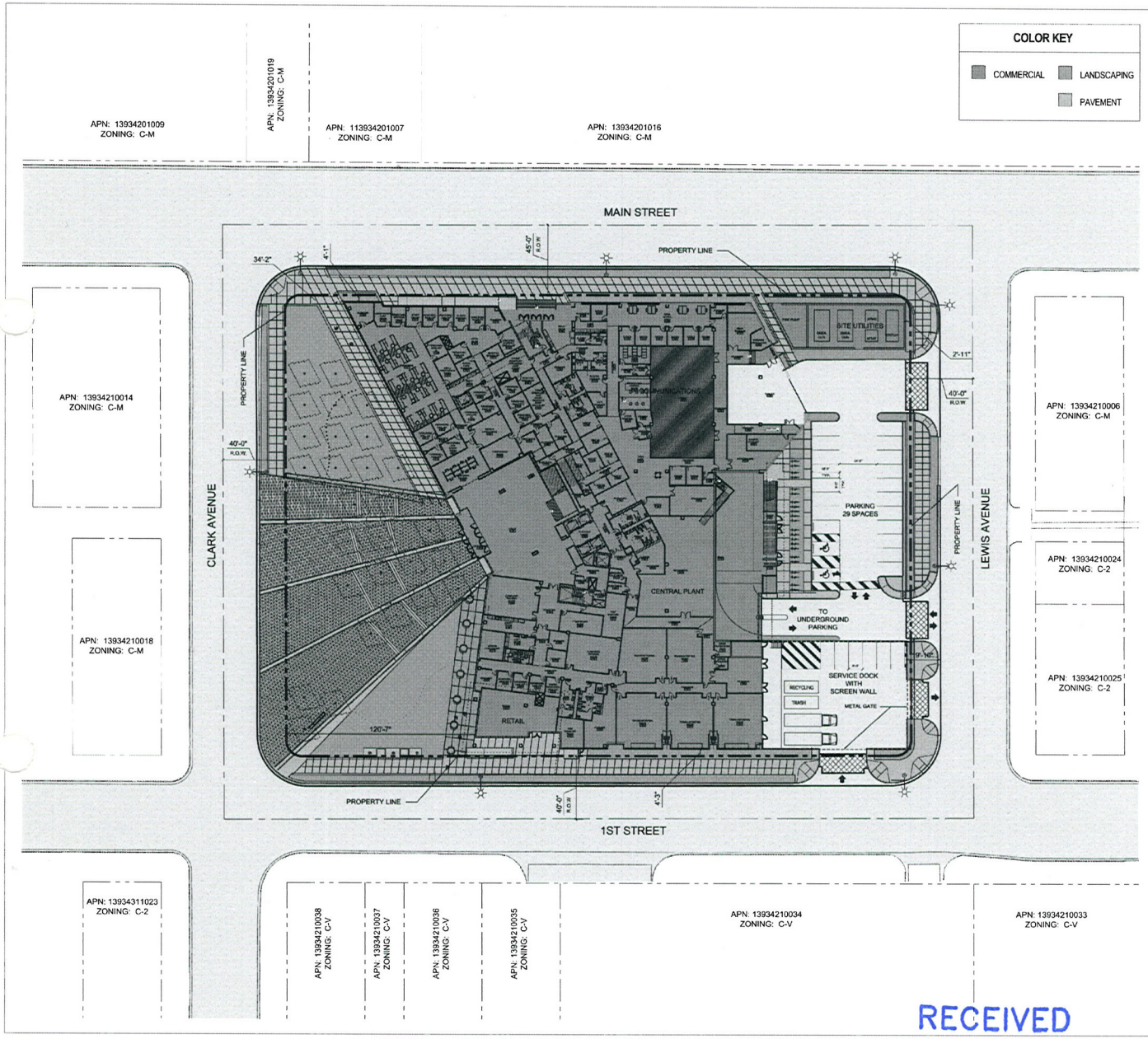

SITE DATA

SITE ANALYSIS:

PROPOSED SITE (NET):	2.71 ACRES (118,173 SF)
PROPOSED SITE (GROSS)	4.20 ACRES (182,728 SF)
A.P.N. #	139-34-201-022
CURRENT ZONING:	C-2
PROPOSED ZONING:	C-2
GRADE LEVEL BUILDING AREA:	59,414 S.F.
LOT COVERAGE:	50.2 %
F.A.R.:	1.6

COMMERCIAL DATA:

RETAIL AREA:	1,545 S.F.
OFFICE AREA:	301,540 S.F.
TOTAL GROSS SQ/FT.	303,085 S.F.

PARKING ANALYSIS:

BASEMENT LEVEL PARKING PROVIDED	47 SPACES
GRADE LEVEL PARKING PROVIDED	35 SPACES
TOTAL PARKING PROVIDED	82 SPACES
ACCESSIBLE PARKING INCLUDED	5 SPACES
(VAN PARKING) INCLUDED	2 SPACES
TOTAL LOADING PRIVIDED	2 SPACES

VICINITY MAP



NORTH
SCALE: 1" = 30'

SWA
580 Broadway, Suite 200
Laguna Beach
CA 92651
voice: (949) 497 5471
fax: (949) 494-7961

ELKUS | MANFREDI
ARCHITECTS
[address] 300 A STREET
BOSTON MASSACHUSETTS 02210
[tel] 617-426-1300

jma
10150 Covington Cross Drive Las Vegas, NV 89144
p 702.791.0303 f 702.791.2638 www.jmainc.com

LAS VEGAS CITY HALL
PROJECT #: 200703315
CITY OF LAS VEGAS
APRIL 9, 2010

OVERALL
SITE PLAN

A1.00

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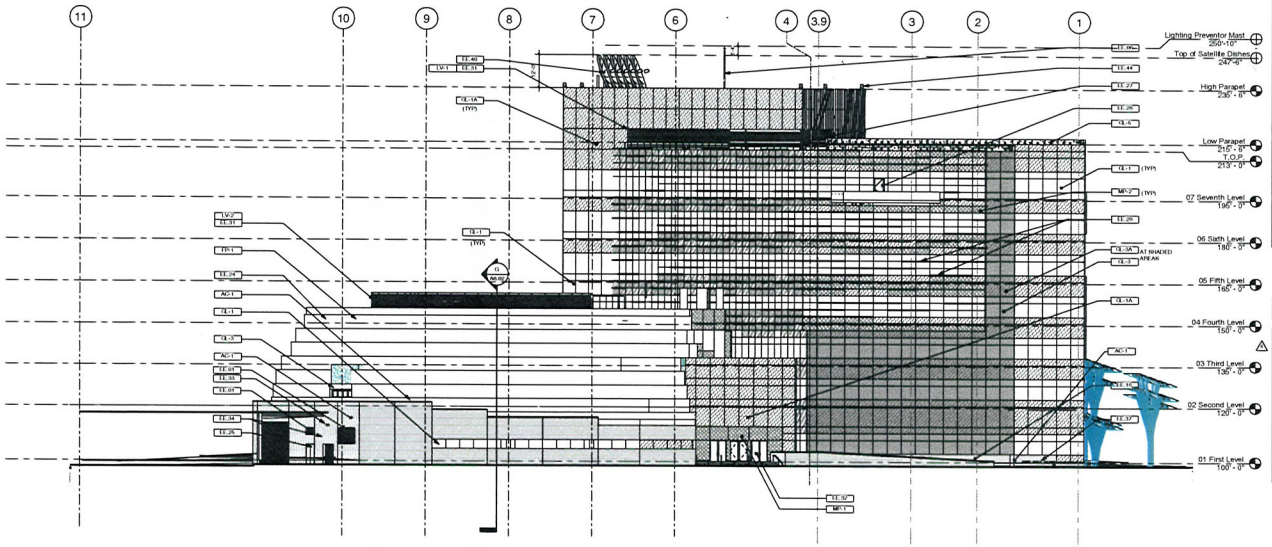
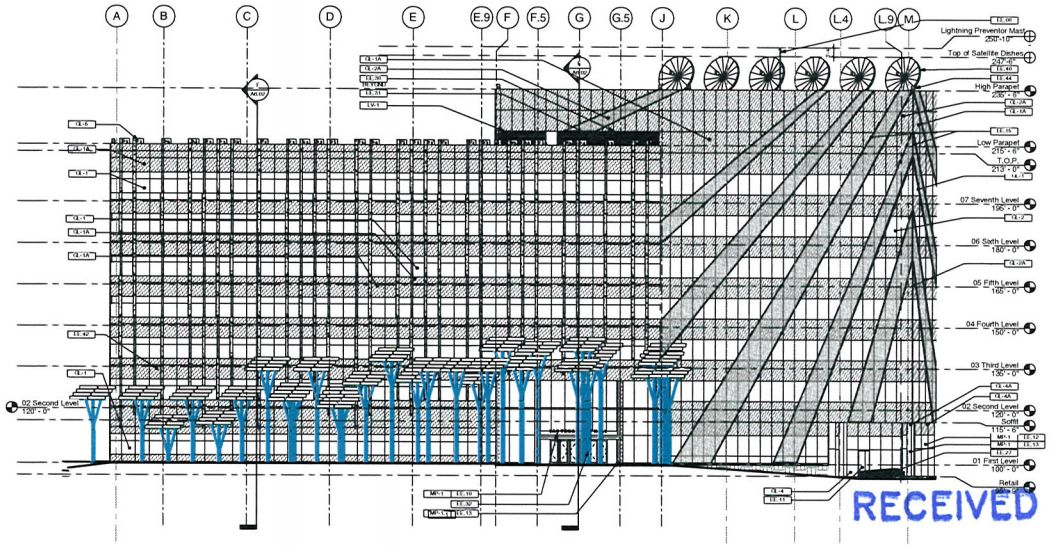
APR 09 2010

SUP-37904



A OVERALL WEST EXTERIOR ELEVATION
1/16" = 1'-0"



B OVERALL SOUTH EXTERIOR ELEVATION
1/16" = 1'-0"

EXTERIOR ELEVATION LEGEND

- VISION GLASS - GLAZING ABOVE THE PEDESTRIAN LEVEL SHALL BE LIMITED TO A MAXIMUM REFLECTANCE RATING OF 34% (AS DEFINED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY). GLAZING AT PEDESTRIAN LEVELS (IE: LOBBY AND RETAIL SPACES) NO REFLECTIVE GLAZING ALLOWED - REFER TO GLAZING SCHEDULE
- METAL PANEL - COLOR = SILVER - CUSTOM COLOR TO MATCH ARCHITECTS SAMPLE
  METAL PANEL, TYPE 2 COLOR = CHAMPAGNE - CUSTOM COLOR TO MATCH ARCHITECTS SAMPLE
- SPANDREL GLAZING
- 50% HORIZONTAL FRIT GLASS
- FIBERGLASS PANELS - COLOR = CHAMPAGNE - CUSTOM COLOR TO MATCH ARCHITECTS SAMPLE
- CMU WALL

MATERIAL SCHEDULE

KEY	DESCRIPTION
AC-1	CONCRETE MASONRY UNITS- VERIFY COLOR AND PATTERN WITH DESIGN ARCHITECT
FP-1	FIBERGLASS PANELS WITH STAGGERED VERTICAL JOINTS - PANELS WIDTH NOT TO EXCEED 10 FEET IN LENGTH - PANEL JOINTS ARE NOT TO ALIGN VERTICALLY
GL-1	VISION GLASS - BASIS: VISTACYN VNE 1-40
GL-1A	SPANDREL GLASS: BASIS: AS GL-1 W/ SOLID DARK GRAY FRIT ON #4 SURFACE- VITRACON VNE 1-40 W - VIRABRIAN VISION SOLID GRAY FRIT
GL-2	VISION GLASS - (SUN PAYS)- VITRACON VNE 1-40 40% DOT PATTERN (VIRABRIAN 6006 WHITE) ON #2 SURFACE
GL-2A	SPANDREL GLASS: (SUN PAYS)- BASIS: AS GL-2 W/ 40% DOT PATTERN- VIRABRIAN 6006, WHITE) ON #2 SURFACE
GL-3	VISION GLASS - (WEST ELEVATION + SKYLIGHT)- VITRACON VNE 1-40 40% DOT PATTERN (VIRABRIAN 6006, VISN GRAY) ON #2 SURFACE
GL-3A	SPANDREL GLASS: BASIS: AS GL-3 W/ VIRABRIAN VISN SOLID GRAY FRIT
GL-4	BUILDING ENTRANCES / FENESTRATION VITRINES: CLEAR LOW-E GLAZING
GL-4A	SPANDREL GLASS: BASIS: AS GL-4 W/ VIRABRIAN VISN SOLID GRAY FRIT
GL-5	LAMINATED GLASS ITEM
LV-1	ALUMINUM LOUVER - COLOR - SILVER
LV-2	ALUMINUM LOUVER - COLOR TO MATCH MP-2
MP-1	METAL PANEL - COLOR - SILVER
MP-2	METAL PANEL - COLOR - CHAMPAGNE

EXTERIOR ELEVATION NOTES

KEY	DESCRIPTION
EE.01	MECHANICAL LOUVER - VERIFY SIZE WITH MECHANICAL DRAWINGS
EE.06	ROOF MOUNTED LIGHTNING PREVENTOR MAST - COORDINATE LOCATION W/ ELEC. & MECH.
EE.09	POWDER COATED STEEL HANDRAIL
EE.10	ALUMINUM LETTERS MOUNTED TO GLASS BLADE
EE.11	EXPANSION/RETHMIC JOINT
EE.12	METAL CANOPY
EE.13	METAL COLUMN COVER ENCLOSURE
EE.15	EDGE BLADE
EE.16	CMU CONTROL JOINT PER DETAIL 5/A6.05.3
EE.24	VERTICAL JOINTS AT RANDOM SPACING
EE.25	PAINTED HOLLOW METAL DOOR AND FRAME
EE.26	ALUMINUM AND GLASS DOOR
EE.27	PAINTED STEEL PIPE GUARDRAIL
EE.29	MULLION CAP
EE.30	STEEL TUBE FRAME
EE.31	ALUMINUM LOUVERS
EE.32	ENTRY DOORS
EE.33	LIGHT FIXTURE
EE.34	INSULATED OVERHEAD COILING DOOR
EE.37	METAL TRIANGLE
EE.40	ROOF MOUNTED SATELLITE DISH - OWNER FURNISHED OWNER INSTALLED (NIC - SEPARATE PERMIT REQUIRED)
EE.42	PHOTOVOLTAIC TILES - CONCRETE TILE - COLOR: BY ALL THE DAVIS COLOR- SANDSTONE
EE.44	CANTILEVERED LIGHT POST ELECTRICAL DRAWINGS

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APR 09 2010

SUP-37904

NEVADA
CALIFORNIA
Corporate Office
10150 Covington Cross Drive
Las Vegas, Nevada 89144
702.731.2033 T
702.731.2039 F
jmaarch.com

jma elevated architecture

City Hall Building
Core and Shell Package
Las Vegas, Nevada
City of Las Vegas

ELKUS | MANFREDI

Issued for: Core and Shell Package
Date: July 2, 2009

Revisions

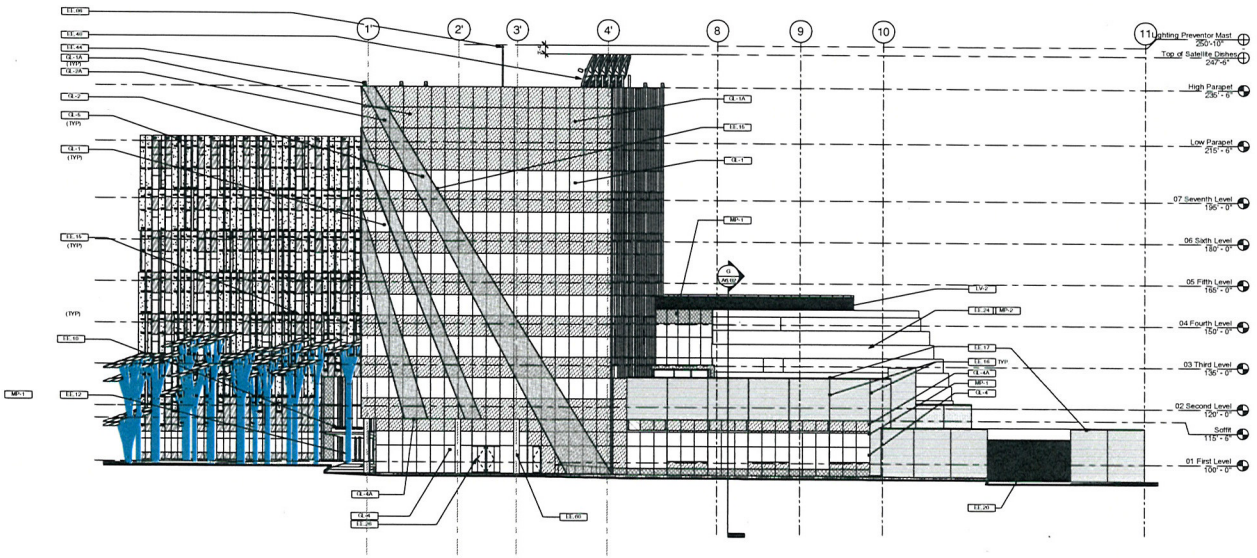
A	Building Department Comments	7/30/09
B	Building Department Comments	8/31/09
4	Addendum 3	11/5/09

Copyright 2007 JMA Architects Inc.
Contractor shall check and verify all dimensions prior to commencing work. Drawings are not to be scaled.

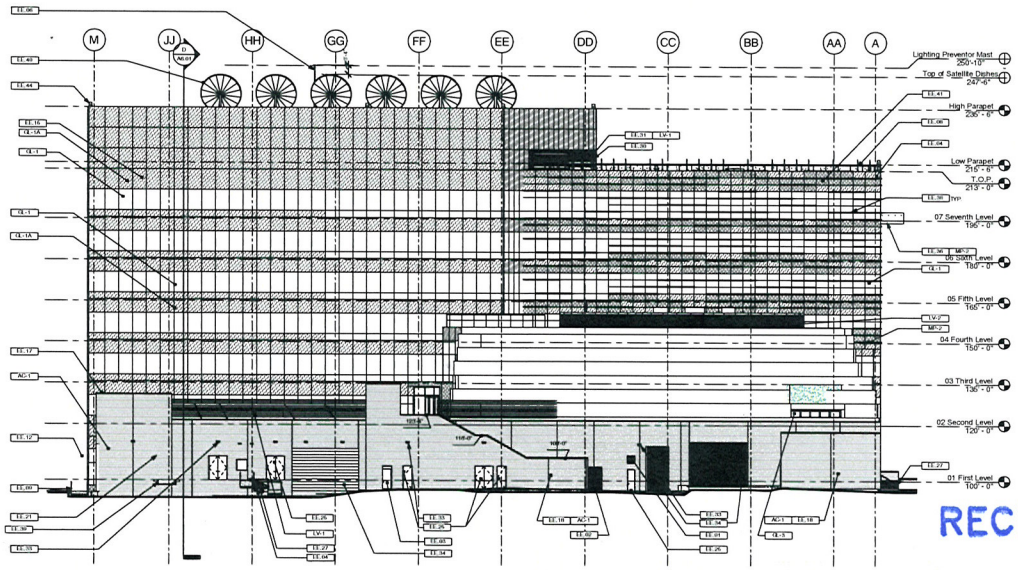
Project Number: 200703315

Overall Exterior Elevations

A5.01



C OVERALL EAST EXTERIOR ELEVATION
1/16" = 1'-0"



D OVERALL NORTHEAST EXTERIOR ELEVATION
1/16" = 1'-0"

EXTERIOR ELEVATION LEGEND

- VISION GLASS - GLAZING ABOVE THE PEDESTRIAN LEVEL SHALL BE LIMITED TO A MAXIMUM REFLECTANCE RATING OF 34% (AS DEFINED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY) GLAZING AT PEDESTRIAN LEVELS (IE: LOBBY AND RETAIL SPACES) NO REFLECTIVE GLAZING ALLOWED - REFER TO GLAZING SCHEDULE
- METAL PANEL - COLOR = SILVER - CUSTOM COLOR TO MATCH ARCHITECTS SAMPLE
  METAL PANEL TYPE 2 COLOR = CHAMPAGNE - CUSTOM COLOR TO MATCH ARCHITECTS SAMPLE
- SPANDREL GLAZING
- 50% HORIZONTAL FRIT GLASS
- FIBERGLASS PANELS - COLOR = CHAMPAGNE - CUSTOM COLOR TO MATCH ARCHITECTS SAMPLE
- CMU WALL

MATERIAL SCHEDULE	
KEY	DESCRIPTION
AC-1	CONCRETE MASONRY UNITS- VERIFY COLOR AND PATTERN WITH DESIGN ARCHITECT
GL-1	VISION GLASS (BASE): VITRACON VNE1-46
GL-1A	SPANDREL GLASS: BASE AS GL-1 W/ SOLID DARK GRAY FRIT ON #4 SURFACE - VITRACON VNE1-46 W/ VITRAPAN VP44 SOLID GRAY FRIT
GL-2	VISION GLASS: (SUN RAYS)- VITRACON VNE1-46 40% DOT PATTERN (VITRAPAN 6006 WHITE) ON #2 SURFACE
GL-2A	SPANDREL GLASS: (SUN RAYS)- BASE AS GL-2 W/ 40% DOT PATTERN VITRAPAN 6006 WHITE) ON #2 SURFACE
GL-3	VISION GLASS: (WEST ELEVATION + SKYLIGHT)- VITRACON VNE1-46 40% DOT PATTERN (VITRAPAN 6006, VP66 GRAY) ON #2 SURFACE
GL-4	BUILDING ENTRANCES + STOREFRONT VITRINES- CLEAR LOW-E GLAZING
GL-4A	SPANDREL GLASS: BASE AS GL-4 W/ VITRAPAN VP66 SOLID GRAY FRIT
GL-5	LAMINATED GLASS FINS
LV-1	ALUMINUM LOUVER- COLOR - SILVER
LV-2	ALUMINUM LOUVER- COLOR TO MATCH MP-2
MP-1	METAL PANEL- COLOR - SILVER
MP-2	METAL PANEL- COLOR - CHAMPAGNE

EXTERIOR ELEVATION NOTES	
KEY	DESCRIPTION
EE.01	MECHANICAL LOUVER - VERIFY SIZE WITH MECHANICAL DRAWINGS
EE.02	POWDER COATED STEEL GATE
EE.03	ELEVATOR
EE.04	STAIR
EE.05	ROOF MOUNTED LIGHTNING PREVENTOR MAST- COORDINATE LOCATION W/ ELEC. & STRUCT.
EE.06	TINTED BIRDLIGHT TO MATCH DOOR
EE.09	POWDER COATED STEEL HANDRAIL
EE.10	ALUMINUM LETTERS MOUNTED TO CLEAR BLADE
EE.12	METAL CANOPY
EE.16	EDGE BLADE
EE.19	SMC CONTROL JOINT PER DETAIL 5/A9.00(C)
EE.17	MASONRY COPING (COLOR TO MATCH CMU FIELD COLOR)
EE.18	SINGLE PLY ROOFING SYSTEM
EE.20	ROLLING STEEL GATE WITH LOUVERS LV-1
EE.21	STEEL TUBE HEADER
EE.24	VERTICAL JOINTS AT RANDOM SPACING
EE.25	PAINTED HOLLOW METAL DOOR AND FRAME
EE.26	ALUMINUM AND GLASS DOOR
EE.27	PAINTED STEEL PIPE GUARDRAIL
EE.30	STEEL TUBE FRAME
EE.31	ALUMINUM LOUVERS
EE.33	LIGHT TEXTURE
EE.34	INSULATED OVERHEAD COILING DOOR
EE.36	CANTILEVERED TERRACE - TYPE 2 METAL PANEL
EE.39	HORIZONTAL MULLION CAP
EE.39	LOADING DOOR
EE.40	ROOF MOUNTED SATELLITE DISH - OWNER FURNISHED OWNER INSTALLED (NIC - SEPARATE PERMIT REQUIRED)
EE.41	METAL PANELS - COLOR TO MATCH MP-2
EE.44	CERTIFICATION LIGHT PER ELECTRICAL DRAWINGS
EE.60	RECESSED FIRE DEPARTMENT KNOX BOX MOUNTED AT 72" AFF

RECEIVED
APR 09 2010

SUP-37904

NEVADA
CALIFORNIA
Corporate Office
10150 Covington Cross Drive
Las Vegas, Nevada 89144
702.731.2033 T
702.731.2038 F
jmaarch.com

jma
elevated architecture

City Hall Building
Core and Shell Package
Las Vegas, Nevada
City of Las Vegas

ELKUS | MANFREDI

Issued for: Core and Shell Package
Date: July 2, 2009

Revisions

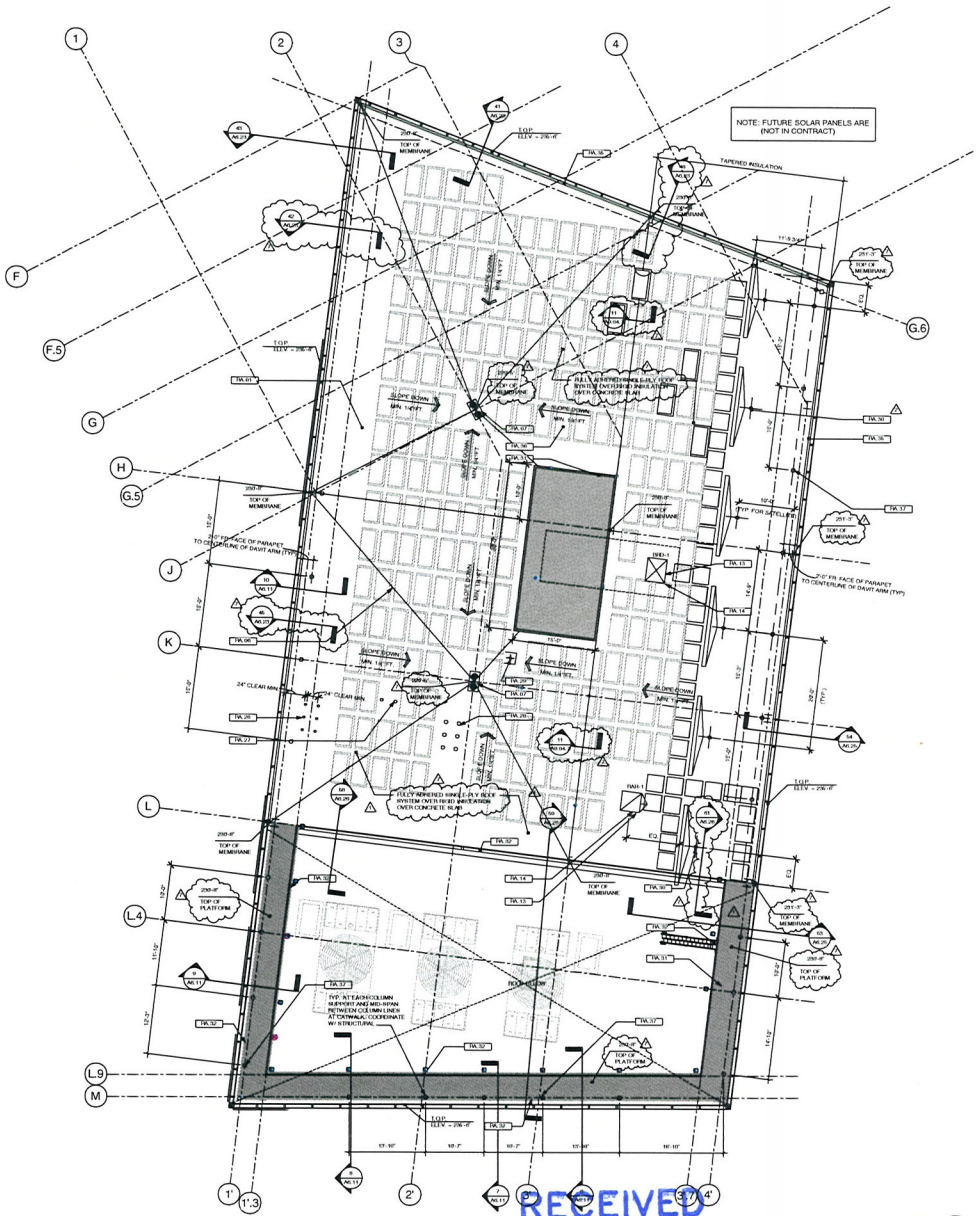
A	Building Department Comments	7/20/09
B	Building Department Comments	9/21/09
4	Addendum 3	11/5/09

Copyright 2007 JMA Architects Inc.
Contractor shall check and verify all dimensions prior to commencing work. Drawings are not to be scaled.

Project Number: 200703315

Overall Exterior Elevations

A5.02



1 HIGH ROOF PLAN
1/8" = 1'-0"

PLAN GENERAL NOTES

GFA.01	CONTRACTOR SHALL VERIFY THAT ROOF EQUIPMENT, VENTS, AND FLUES SHALL NOT PROTRUDE ABOVE ENCLOSURES
GFA.02	ALL FLOOR PLAN PENETRATION LOCATIONS AND ELEVATIONS SHALL BE COORDINATED WITH ENGINEERING (STRUCTURAL, MP&E) DRAWINGS BEFORE CONCRETE SLAB IS POURED
GFA.03	ALL DIMENSIONS SHOWN ON PLANS ARE TO FACE OF RATED UNLESS NOTED OTHERWISE
GFA.04	DO NOT SCALE DRAWINGS
GFA.06	REFER TO DETAIL 1 ON SHEET A9.00 & 1 FOR STANDPIPE CABINET DETAIL AND DETAIL 2 ON SHEET A9.00 & 1 FOR FIRE DEPARTMENT KNOX DETAIL
GFA.07	REFER TO SHEET G1.01 AND G2.02 FOR PARTITION TYPES

ROOF GENERAL NOTES

GRF.01	CONTRACTOR SHALL VERIFY THAT ROOF EQUIPMENT, VENTS, AND FLUES SHALL NOT PROTRUDE ABOVE ENCLOSURES
GRF.04	CONTRACTOR TO COORDINATE ACTUAL SIZE OF ALL ROOF PENETRATIONS WITH THE ACTUAL SIZE OF THE EQUIPMENT BEING INSTALLED
GRF.05	CONTRACTOR TO COORDINATE ACTUAL SIZE OF ALL ROOF PENETRATIONS SO AS NOT TO INTERFERE WITH MAJOR STRUCTURAL MEMBERS
GRF.07	REFER TO MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL ROOF ELEMENT INFORMATION
GRF.08	ALL ROOF CRICKETS TO BE FORMED WITH TAPERED INSULATION
GRF.09	CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ROOF DRAINS AS NOT TO INTERFERE WITH ANY STRUCTURAL MEMBER. LEADERS SHALL BE LOCATED TO CLEAR A SLOPE AS REQUIRED BY APPLICABLE CODES
GRF.10	FOR ROOF RATED INSULATION, REFER TO SPECIFICATIONS REGARDING THE MINIMUM THICKNESS AND R-VALUES
GRF.11	SINGLE-PLY ROOF MEMBRANE TO BE MECHANICALLY ATTACHED UNLESS OTHERWISE NOTED

ROOF PLAN SPECIFIC NOTES

KEY	DESCRIPTION
RA.01	SINGLE-PLY ROOFING SYSTEM
RA.06	TAPERED CONCRETE CRICKET
RA.07	ROOF OVERFLOW DRAIN, REFER TO PLUMBING DRAWINGS - SEE DETAIL 9/A9.04.2
RA.13	BUILT-UP CURB REFER TO STRUCTURAL DRAWINGS
RA.14	MECHANICAL EQUIPMENT- REFER TO MECHANICAL DRAWINGS
RA.26	BOILER FLUES
RA.27	WATER HEATER FLUES
RA.28	COMBUSTION AIR DUCTS
RA.29	ROOF MOUNTED LIGHTNING PREVENTOR MAST- REFER TO ELECTRICAL DRAWINGS - PROVIDE STRUCTURAL STEEL SUPPORT
RA.30	TYPICAL SATELLITE DISH MOUNT: 18"X18"X1" STL PLATE WELDED TO 12"X12" STEEL TUBE, MIN. 24" ABOVE ROOF SURFACE, LAG TO STRUCTURAL ATTACHMENT TYP. - SATELLITE DISH FURNISHED BY OWNER AND INSTALLED BY OWNER
RA.31	ANTENNA PLATFORM 42" BELOW TOP OF PARAPET AND 24" ABOVE ROOF
RA.32	42" HIGH GUARDRAIL
RA.36	PARAPET WALL
RA.38	PHOTOVOLTAIC ROOF MOUNTED SOLAR PANELS (N.I.C.)
RA.37	DAVIT ARM BASE - COORDINATE LOCATION WITH STRUCTURAL

HIGH ROOF KEY

RECEIVED
APR 09 2010

SUP-37904

NEVADA
CALIFORNIA
Corporate Office
10150 Covington Cross Drive
Las Vegas, Nevada 89144
T 702.731.2000
F 702.731.2039
jmaarch.com

jma elevated architecture

City Hall Building
Core and Shell Package
Las Vegas, Nevada

City of Las Vegas

ELKUS | MANFREDI

Issued for: Core and Shell Package
Date: July 2, 2009

Revisions
1 Addendum 1 9/7/09
2 Addendum 1 9/15/09
7 Bulletin 3 4/15/10

Copyright 2007 JMA Architects Inc.
Contractor shall check and verify all dimensions prior to commencing work. Drawings are not to be scaled.

Project Number: 200703315

Partial High Roof Plan - Area B

A2.09B



SUP-37904 - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: PQ LAS VEGAS, LLC
495 SOUTH MAIN STREET

04/22/10



SUP-37904 - APPLICANT: FOREST CITY COMMERCIAL DEVELOPMENT - OWNER: PQ LAS VEGAS, LLC
495 SOUTH MAIN STREET

04/22/10

jma

elevated architecture

April 13, 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 South 4th Street
Las Vegas, NV 89101

Attn: Planning Staff
Re: New City Hall Building
Justification Letter
Special Use Permit
JMA No. #200703315

Apn: #139-34-201-022

Dear Sir or Madam:

We are respectfully requesting a Special Use Permit application for satellite dishes that will be located on the roof of the new City of Las Vegas City Hall building. The project consists of 6 satellite dishes which do not meet two conditions. The first condition not met is, when satellite dishes are located on a rooftop, they shall be located and screened so as to minimize visual impact from other properties in the area. The second condition not met is, satellite dishes shall not exceed 10 feet in diameter, nor 12 feet in height when the dish is vertically positioned. The approximate size of each dish is 16 feet in diameter and 18 feet high.

This development is bound by Main Street to the West, First Street to the East, Lewis Avenue to the North and Clark Avenue to the South. The site is within the Downtown Centennial Plan (Office Core) and the Downtown Redevelopment Plan (Commercial) with a Commercial (C) general plan designation and is currently zoned C-2 (General Commercial District).

Thank you in advance for your time and consideration regarding this application. If you should have any questions or concerns regarding this application, please do not hesitate to call our office.

Sincerely,

Cherie L. Guzman, Assoc. AIA
Strategic Development Director

G:\2007\200703315 City Hall Building\00 Project Information\Entitlements\Entitlements for the Satellite Dishes 2010\CLV_Satellite_LTR_Justification_April 13-2010.doc

10150 Covington Cross Drive Las Vegas NV 89144 702.731.2033 t 702.731.2039 f www.jmaarch.com

SUP-37904
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APR 15 2010

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNICL MEETING OF: JULY 7, 2010

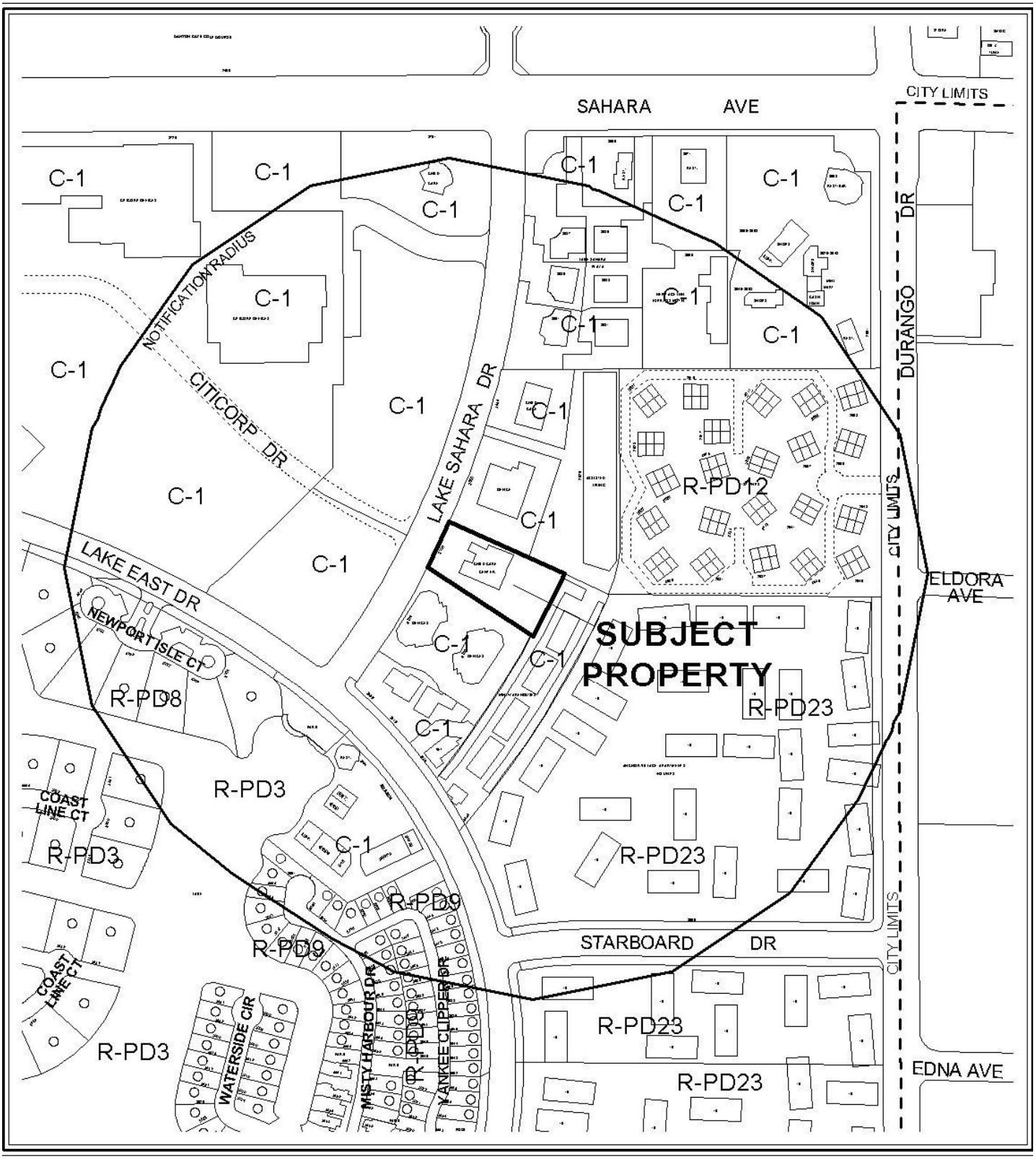
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37922 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY E. BULLARD REVOCABLE TRUST, ET AL - Request for a Special Use Permit FOR A 10,600 SQUARE-FOOT PRIVATE SCHOOL, PRIMARY at 2750 Lake Sahara Drive (APN 163-08-502-002), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: **SUP-37922**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **SUP-37922**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY E. BULLARD REVOCABLE TRUST, ET AL

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37922	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37922 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Private School, Primary use.

2. Conformance to the approved conditions for Site Development Plan Review (Z-0113-87).

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a Private School, Primary use within an existing 10,680 square-foot building at 2750 Lake Sahara Drive. The proposed Private School, Primary use at this location provides adequate pick-up and drop-off areas, and meets the parking requirements. As the use can be conducted in a manner that is harmonious and compatible with existing neighboring land uses and meets the minimum Special Use Permit requirements of Title 19.04, staff recommends approval. If denied, a Private School, Primary use cannot be allowed to be located on this site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/18/87	The City Council approved the Reclassification of Property (Z-0113-87) located on the northeast corner of Lake East Drive and Lake Sahara Drive, From: N-U (Non-Urban)(under Resolution of Intent to P-R), To: C-1(Limited Commercial), Proposed Use: Retail/Office/Restaurant/Commercial Storage Facility. Planning Commission and staff recommended approval.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #15/rg).

Most Recent Change of Ownership	
08/13/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/08/88	A building permit (#8082) was issued for a Day Care Center at 2750 Lake Sahara Drive. The project was completed 06/07/88
06/08/99	A business license (N14-00019) was issued for a Nursery Center at 2750 Lake Sahara Drive. The license is inactive as of 05/12/09.

Pre-Application Meeting	
04/01/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Private School, Primary were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting. • The revision of the site plan to include parking calculation for Private School, Primary use of three spaces per classroom. • The revision of the site plan to illustrate the adequacy of pick-up and drop-off areas on-site.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/22/10	Staff conducted a site visit and noted that the landscape buffer along the eastern side of the property is lacking sufficient trees and shrubs to meet code. The perimeter wall will need to be repainted due to graffiti removal paint not matching with the overall color of the wall.

Details of Application Request	
Site Area	
Net Acres	1.37

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Residential Facility for Group (11 or more) / Dental Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Office	SC (Service Commercial)	C-1 (Limited Commercial)
East	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Parking/Vacant Lot	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

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	
Private School, Primary	10,680 SF or 11 classrooms	Three spaces per classroom	33		43		Y
TOTAL SPACES REQUIRED			33		43		Y
TOTAL (With Handicapped)			31	2	41	2	Y

ANALYSIS

The site was utilized as a Day Care Center until May 12, 2009 and the proposed Private School, Primary use will have no additions to the size of the building. The exterior of the building will be improved by re-striping and sealing the existing parking lot. During the site visit, staff had noted that the landscaping areas at the rear will need to be restored to their original condition. The perimeter wall has been repainted to cover up graffiti which does not match the color of the existing wall. The applicant had indicated the landscaping deficiencies on the justification letter and indicated that the landscaping will be restored to the original condition.

The floor plan submitted depicts the single story building as consisting of eleven classrooms and six offices. The front entrance is located on the west side of the building along with two separate doors to the east side of the building leading to an outdoor play area. The applicant has submitted a site plan detailing 43 parking spaces, while two parking stalls are ADA compliant per Title 19.10 standards. The minimum parking requirement for Private School, Primary use is three spaces per classroom; therefore, 33 parking spaces are required. The designated pick-up and drop-off area is located on the south side of the building. The proposed use will have minimal impact on the existing Commercial Center and surrounding neighborhood and meets the requirements set forth in Title 19; therefore, staff recommends approval of this request.

FINDINGS (SUP-37922)

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 Private School, Primary 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 Private School, Primary will have minimal impact on the surrounding Commercial Center and neighborhood land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed Private School, Primary use will locate within an existing building, which is physically suitable for the type and intensity of the land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The adjacent roadways are of adequate capacity: Lake East Drive and Lake Sahara Drive (80-foot wide Secondary Collectors) provide access to the overall Commercial Center. The roadway network has adequate capacity to serve the Private School, Primary.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Private School, Primary will be consistent with the General Plan land use designation of SC (Service Commercial) and will not be inconsistent with nor compromise the public health, safety, welfare or overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use conforms to the Minimum Special Use Requirements for a Private School, Primary use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 535 (By City Clerk)

APPROVALS 0

PROTESTS 0

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37922** APN: 163-08-502-002

Name of Property Owner: Security Financial Bancorp Inc - 50 Percent Ownership

Name of Applicant: American Education Group

Name of Representative: WESTAR Architects - Dee Frandsen

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: _____ pres

Print Name: Richard Heymann

Subscribed and sworn before me

This 28 day of April, 2010

_____

Notary Public in and for said County and State

SCOTT LEACH
Commission # 1833864
Notary Public - California
San Diego County
My Comm. Expires Jan 27, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37922** APN: 163-08-502-002

Name of Property Owner: Mary E. Bullard Revocable Trust - 50 Percent Ownership

Name of Applicant: American Education Group

Name of Representative: WESTAR Architects - Dee Frandsen

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: Mary E. Bullard, Trustee

Print Name: MARY E. BULLARD, TRUSTEE

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

SEE ATTACHMENT FOR OFFICIAL NOTARIZATION

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 2750 Lake Sahara Drive, Las Vegas, Nevada 89117

Project Name American Education Group Lexis Prep School **Proposed Use** Private School

Assessor's Parcel #(s) 163-08-502-002 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 10,600 **Floor Area Ratio** _____

Gross Acres 1.37 **Lots/Units** One **Density** 18% Lot Covergae

Additional Information Present use of building is a Day Care Center. SUP is for the change of use to a Private Preparatory School, grades K through 8

PROPERTY OWNER Security Financial Bancorp Inc **Contact** Richard Heymann

Address P O Box 9704 **Phone:** (858) 756-1005 **Fax:** (858) 756-3038

City Rancho Santa Fe **State** CA **Zip** 92067-4704

E-mail Address heymann@cox.net

APPLICANT American Education Group **Contact** Mike VanDinther

Address 25 Ionia Avenue SW, Suite 400 **Phone:** (616) 301-1221 **Fax:** (616) 301-1224

City Grand Rapids **State** MI **Zip** 49503

E-mail Address mvandinther@americanedgroup.com

REPRESENTATIVE WESTAR Architects **Contact** Dee Frandsen

Address 701 Bridger Avenue, Suite 400 **Phone:** (702) 878-0000 **Fax:** (702) 878-8430

City Las Vegas **State** NV **Zip** 89101

E-mail Address dfrandsen@wagnarchitects.com

Property Owner Signature* _____ pwo

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Richard Heymann

Subscribed and sworn before me

This 28 day of April, 2010.

_____

Notary Public in and for said County and State

SCOTT LEACH
Commission # 1833864
Notary Public - California
San Diego County
My Comm. Expires Jan 27, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-37922
Meeting Date:	5/27/10
Total Fee:	$1030
Date Received:*	5/4/10 (Revised)
Received By:	Romeo

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 2750 Lake Sahara Drive, Las Vegas, Nevada 89117

Project Name American Education Group Lexis Prep School **Proposed Use** Private School

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Additional Information Present use of building is a Day Care Center. SUP is for the change of use to a Private Preparatory School, grades K through 8

PROPERTY OWNER Mary E. Bullard Revocable Trust **Contact** Mary Bullard

Address 2685 Piantino Circle 1 **Phone:** (619) 284-0900 **Fax:** _____

City San Diego **State** CA **Zip** 92108

E-mail Address mbullard@san.rr.com

APPLICANT American Education Group **Contact** Mike VanDinther

Address 25 Ionia Avenue SW, Suite 400 **Phone:** (616) 301-1221 **Fax:** (616) 301-1224

City Grand Rapids **State** MI **Zip** 49503

E-mail Address mvandinther@americanedgroup.com

REPRESENTATIVE WESTAR Architects **Contact** Dee Frandsen

Address 701 Bridger Avenue, Suite 400 **Phone:** (702) 878-0000 **Fax:** (702) 878-8430

City Las Vegas **State** NV **Zip** 89101

E-mail Address dfrandsen@wagnarchitects.com

Property Owner Signature* Mary E. Bullard, Trustee

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MARY E. BULLARD, TRUSTEE

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

SEE ATTACHMENT FOR OFFICIAL NOTARIZATION

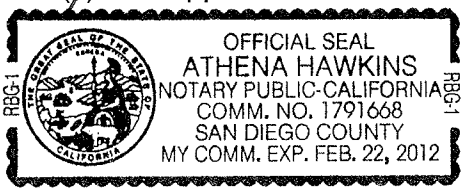
FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

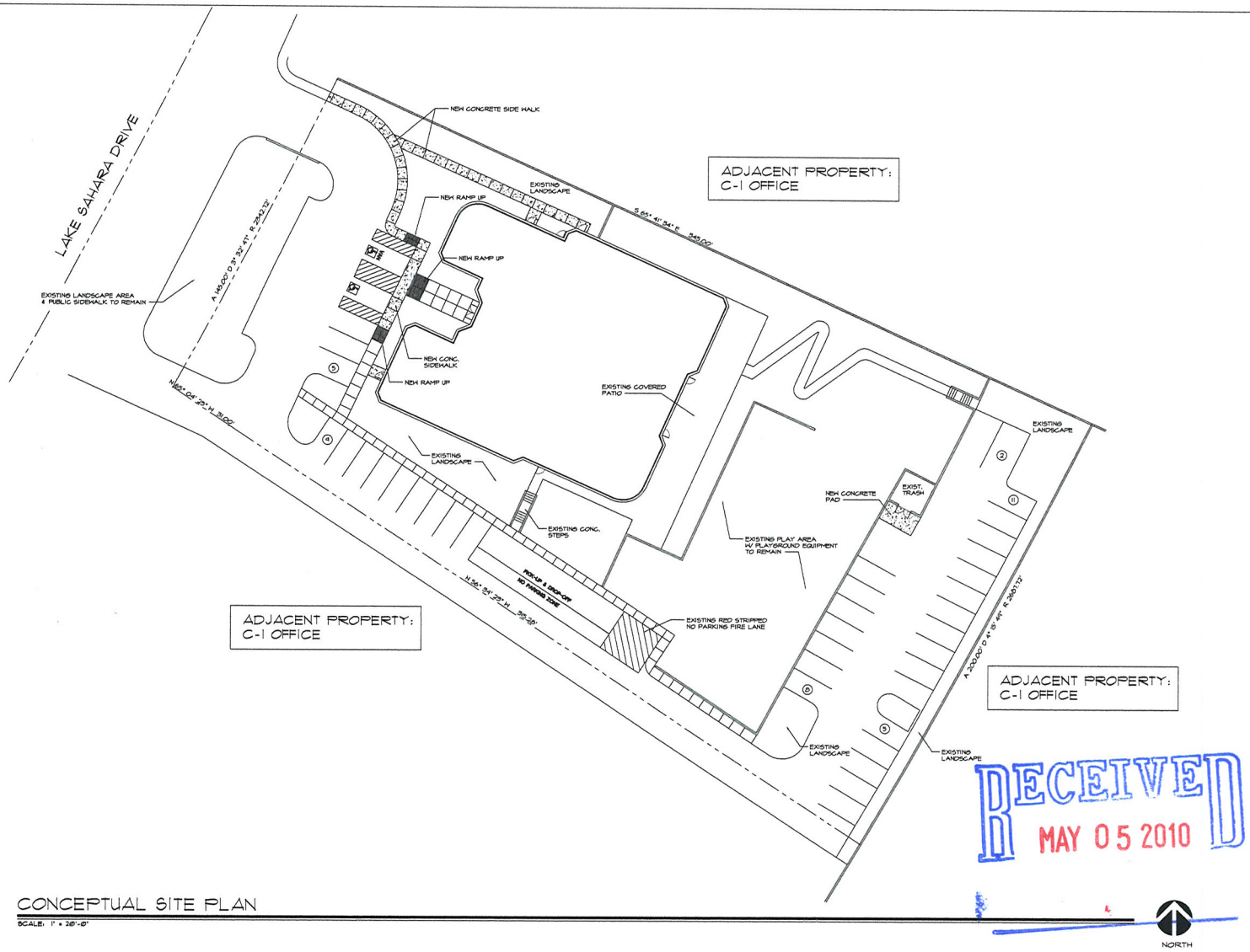
State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 28th day of April, 2010, by Mary E. Bullard, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature _____



CONCEPTUAL SITE PLAN

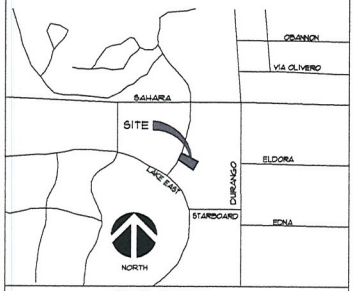
SCALE: 1" = 20'-0"

RECEIVED
MAY 05 2010

VICINITY MAP



LOCATION MAP



SITE DATA

TOTAL SITE AREA:	1.37 ACRES
ZONING:	LIMITED COMMERCIAL DISTRICT (C-1)
OCCUPANCY CLASSIFICATION:	E (EDUCATIONAL GROUP)
LANDSCAPING:	NO CHANGE
STREET ACCESS:	EXISTING
SETBACKS:	APPROVED BY EXISTING NO CHANGE
PARKING:	PARKING REQUIRED PER TITLE 19.04 LAND USE TABLE 3 PARKING SPACES PER CLASSROOM 11 CLASSROOMS x 3 = 33 SPACES REQ. PROVIDED - 38 STANDARD 1 ACCESSIBLE 1 VAN TOTAL 40 SPACES
BUILDING SIZE:	+/- 10,680 SQ. FT.

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WESTAR
WESTAR Architectural Group/Nevada, Inc.
ARCHITECTURE • PLANNING • INTERIOR DESIGN
701 Bridger Avenue, Las Vegas, NV 89101 ph 702.878.2000 fax 702.878.6430

A REMODEL FOR:
AMERICAN EDUCATION GROUP
LEXIS PREPARATORY SCHOOL LAS VEGAS
2750 LAKE SAHARA DRIVE
LAS VEGAS, NEVADA 89117

SUP-37922
REVISED

A1 - SITE PLAN

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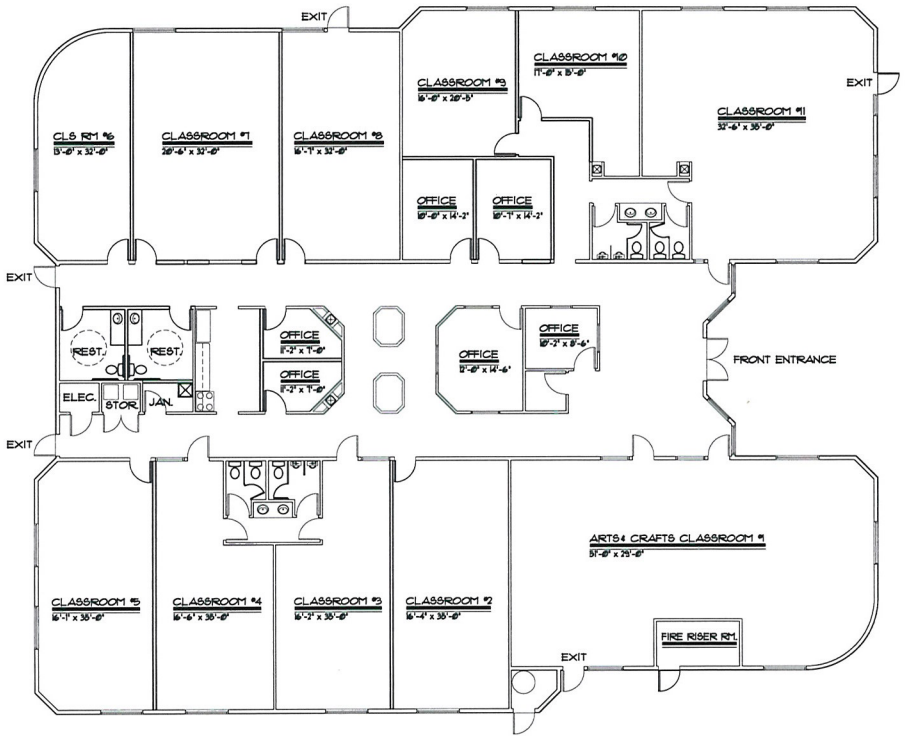

CONCEPTUAL FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH

WESTAR
WESTAR Architectural Group/Nevada, Inc.
ARCHITECTURE • PLANNING • INTERIOR DESIGN
701 Bridger Avenue, Las Vegas, NV. 89101 ph 702.878.0200 fax 702.878.8430

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A REMODEL FOR:
AMERICAN EDUCATION GROUP
LEXIS PREPARATORY SCHOOL LAS VEGAS
2750 LAKE SAHARA DRIVE
LAS VEGAS, NEVADA 89117

DR2 - FLOOR PLAN

SUP-37922



SUP-37922 - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY BULLARD REVOCABLE TRUST, ET AL
2750 LAKE SAHARA DRIVE

04/22/10



SUP-37922 - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY BULLARD REVOCABLE TRUST, ET AL
2750 LAKE SAHARA DRIVE

04/22/10



SUP-37922 - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY BULLARD REVOCABLE TRUST, ET AL
2750 LAKE SAHARA DRIVE

04/22/10



SUP-37922 - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY BULLARD REVOCABLE TRUST, ET AL
2750 LAKE SAHARA DRIVE

04/22/10



SUP-37922 - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY BULLARD REVOCABLE TRUST, ET AL
2750 LAKE SAHARA DRIVE

04/22/10



SUP-37922 - APPLICANT: AMERICAN EDUCATION GROUP - OWNER: MARY BULLARD REVOCABLE TRUST, ET AL
2750 LAKE SAHARA DRIVE

04/22/10

Architecture
Interior Design
WESTAR
ARCHITECTS

April 12, 2010

City of Las Vegas
Development Services Center
Planning & Development
731 South Fourth Street
Las Vegas, NV 89101

RE: American Education Group
Lexis Preparatory School
2750 Lake Sahara Drive
Las Vegas, Nevada 89117
APN 163-08-502-002

To Whom It May Concern,

Please accept this letter as justification for the above referenced property.
Our client, American Education Group of Grand Rapids, Michigan is seeking to purchase the 'Mini-Skool' Day Care Center located at 2750 Lake Sahara Drive, Las Vegas, Nevada.
Our client is requesting a Special Use Permit to change the property referenced above from a day care center to a private school with grades K through 8.

The existing building will be brought up to current codes.
There will be no additions to the size of the building.

Exterior improvements will include re-stripe and seal existing parking lot. Add required accessible parking spaces with accessible aisles and accessible ramps as required.
The dead landscaping located at the East parking lot will be removed and replaced with trees and plants as required by City of Las Vegas, Title 19 Zoning Code.
Exterior walls will be repaired as necessary and repainted colors to match or complement surrounding buildings.

Interior improvements will include the installation of an Automatic Fire Sprinkler System.
Remodel of existing restrooms to make ADA compliant and up-grade all plumbing fixtures.

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SUP-37922

3900 Meadows Lane suite, 220 Las Vegas, NV., 89107 phone: 878.0000 fax: 878.8430 email: info@wagnarchitects.com

Building Area = 10,600 square feet

Parking Requirements per Title 19.04 'Land Use Table'

3 Parking Spaces per Classroom.
11 Classrooms x 3 spaces = 33 Parking Spaces are required.
43 Parking Spaces are provided.
Pick-Up and Drop-Off Area shown on Site Plan (66'-0" x 18'-0"), located on South side Parking Area.

Thank you for your consideration in this matter.

Yours truly,
WESTAR Architects

Dee Frandsen
Project Manager

RECEIVED
APR 12 2010

SUP-37922

3900 Meadows Lane suite, 220 Las Vegas, NV., 89107 phone: 878.0000 fax: 878.8430 email: info@wagnarchitects.com

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

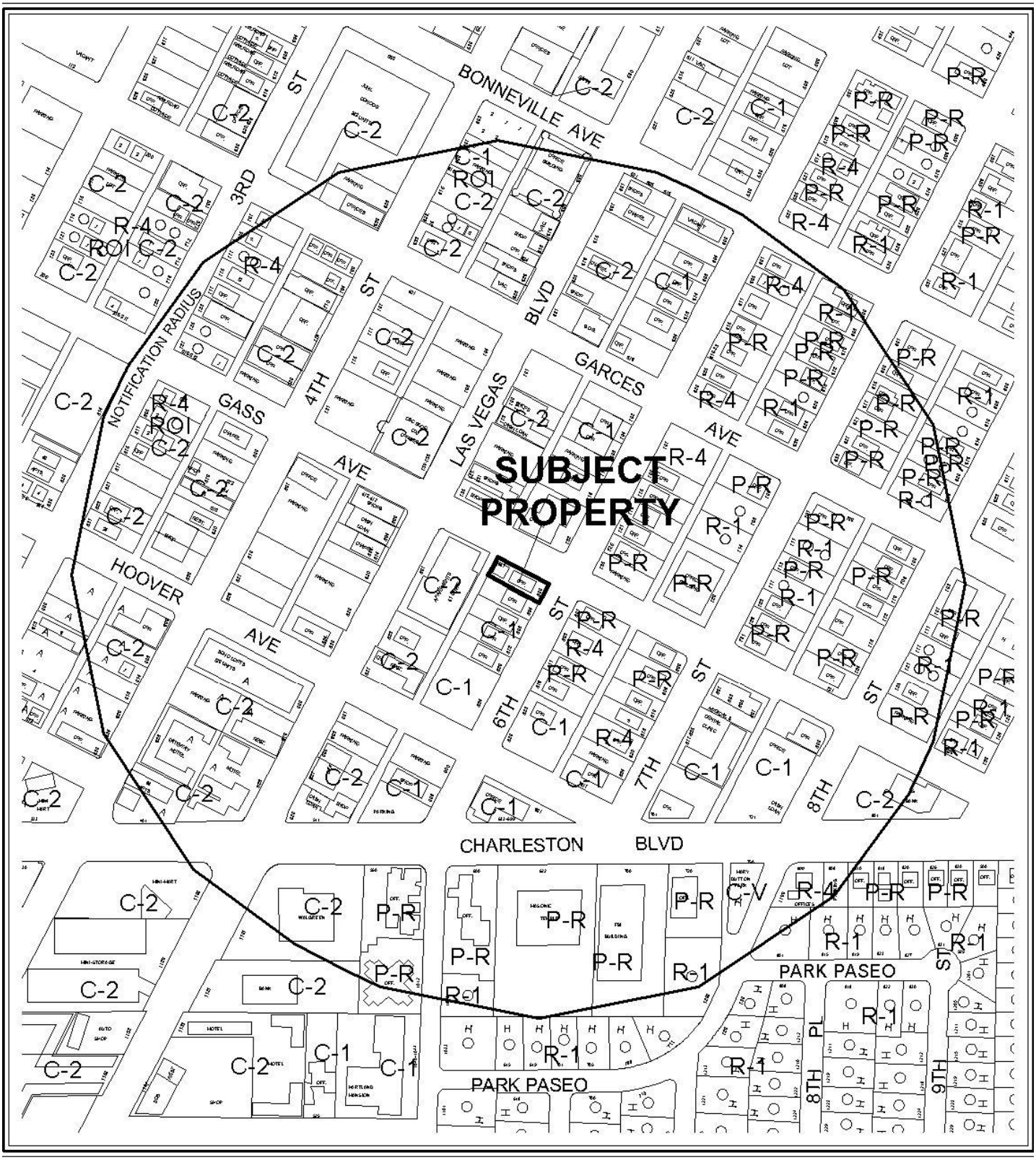
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37937 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP - Request for a Special Use Permit FOR A PROPOSED 1,807 SQUARE-FOOT BAILBOND SERVICE at 800 South 6th Street (APN 139-34-410-194), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-37937



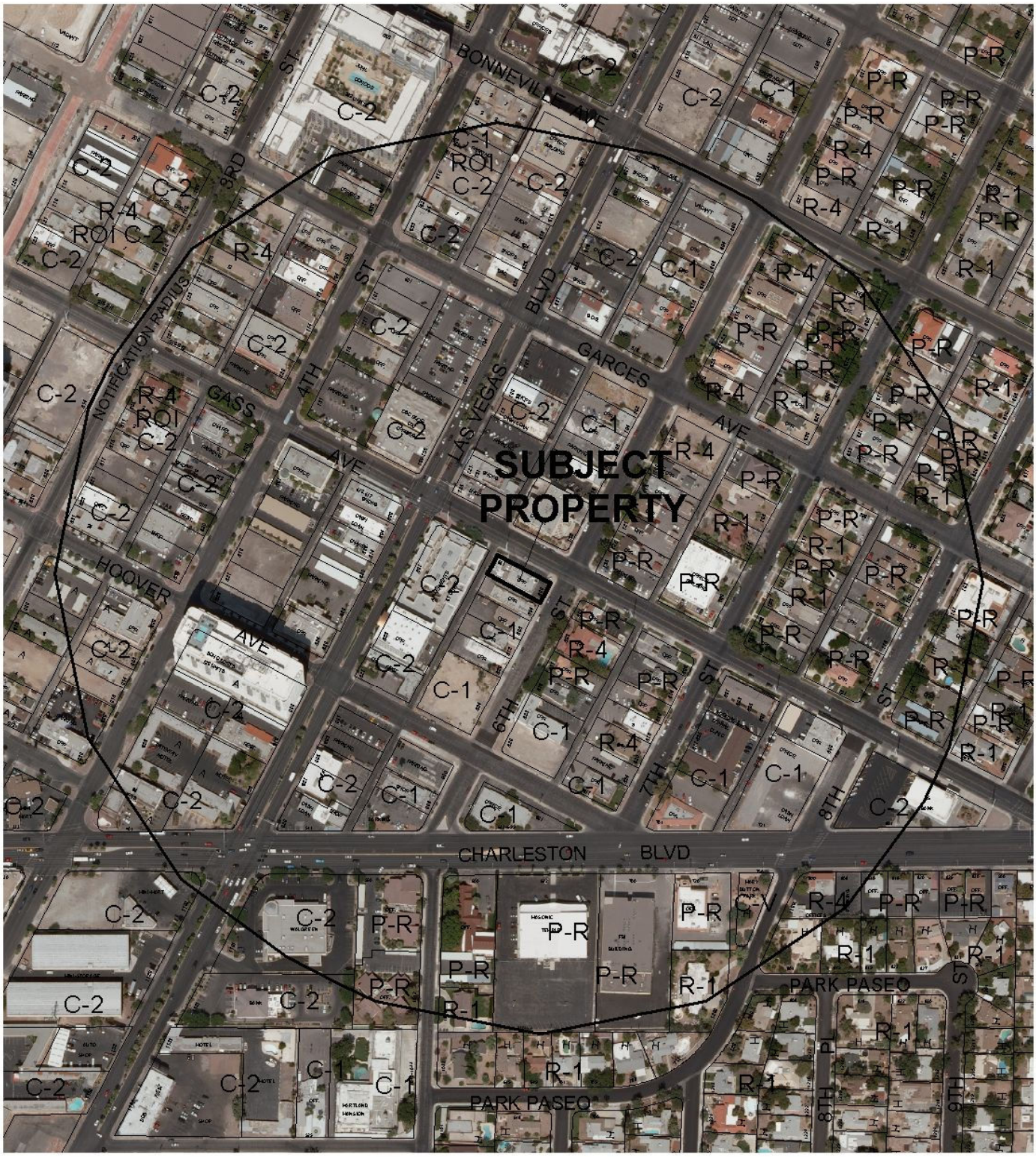
0 300 600 Feet

CASE: **SUP-37937**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37937**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: SHAWN W. MAYFIELD - OWNER: LSH, LP

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37937	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37937 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Bail bond Service use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. One van accessible handicapped parking space in conformance with Title 19.10 and the site plan date stamped 04/21/10 shall be provided at the subject site.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 1,807 square-foot Bailbond Service use at 800 South 6th Street. The site is accessed from Gass Avenue, and an alley. Two office buildings exist on the subject site, which total 2,828 square feet; the proposed Bailbond Service use will be located in the east building, which is located adjacent to 6th Street. The proposed Bailbond Service use complies with all Title 19.04 requirements and can be conducted in a compatible manner with the surrounding development and land uses; therefore staff recommends approval. If the Special Use Permit is denied, the building will remain vacant.

ISSUES

- The site is parking impaired, per Title 19.10. The proposed use of the site for a Bailbond Service will not result in any increase of the parking requirement for the site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #16/jg).

Most Recent Change of Ownership	
09/16/93	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1945	The structures were built.
03/02/00	A business license (Q13-00791) was issued for a Law Firm at 551 Gass Avenue. The license is still active.
04/27/01	A building permit (#01007390) Certificate of Occupancy was issued for an addition of 229 square-foot of office space at 800 South 6th Street. The permit was finaled 06/19/01.
02/11/02	A business license (M21-00634) was issued for a Merchandise Broker at 800 South 6th Street. The license was marked out of business 03/13/09.
02/05/10	A business license (B20-01777) was issued for a Tax and Legal Support service at 551 Gass Avenue. The license is still active.
02/11/10	A business license (Q13-01298) was issued for a Law Firm at 551 Gass Avenue. The license is still active.

Pre-Application Meeting	
03/29/10	A pre application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • Revise the Site Plan to show the correct setbacks. • Six parking spaces are located in the Right-of-Way and cannot be counted towards onsite parking. Revise the Site Plan to eliminate these spaces from the parking table.

Neighborhood Meeting
A neighborhood meeting was neither required nor held.

Field Check	
04/22/10	There are two existing buildings on the subject site, with an unscreened trash dumpster, an unpermitted banner at 551 Gass Avenue, and a few weeds growing along the alley.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office	MXU (Mixed-Use)	C-1 (Limited Commercial)
North	Office	MXU (Mixed-Use)	C-1 (Limited Commercial)
South	Office	MXU (Mixed-Use)	C-1 (Limited Commercial)
East	Office	C (Commercial)	P-R (Professional Offices and Parking) R-4 (High Density Residential)
West	Apartments	MXU (Mixed-Use)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y

JG

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District - (Downtown South)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	*Base Parking Requirement*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Office, Other than Listed	1,021 Square Feet	1:300 SF	4		1		N
BailBond Service	1,807 Square Feet	1:300 SF	6		2		N
TOTAL SPACES REQUIRED			10		3		N
TOTAL (With Handicapped)			9	1	2	1	N

ANALYSIS

This is a request for a Special Use Permit to allow a Bailbond Service use in a 1,807 square-foot building located at 800 South 6th Street. A Bailbond Service use is defined by Title 19.20.020 as "an establishment that makes available to the public undertakings of bail in connection with judicial proceedings." The subject site is located in close proximity to various courthouse and correctional facilities.

The proposed Bailbond Service use requires approval of a Special Use Permit within a C-1 (Limited Commercial) zoning district. There are no minimum Special Use Permit requirements for a Bailbond Service use. If approved, the subject application for a Special Use Permit would fulfill that requirement. The proposed Bailbond Service use meets all applicable Title 19.04 requirements and can be conducted in a manner that is compatible with surrounding uses. Therefore, staff is recommending approval of the subject Special Use Permit.

FINDINGS (SUP-37937)

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 use is compatible with the neighboring commercial and future land uses proposed by the General Plan. Similar uses are located on adjacent properties and within the Downtown Centennial Plan area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed Bailbond Service use will be located within an existing office building, which is vacant. The proposed use is appropriate in the subject C-1 (Limited Commercial) zoning designation and is consistent with other Bailbond Service uses in the area.

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.**

   Principal access to the site is provided from Gass Avenue, an 80-foot Local Street. An alley also provides access to the site. The alley is located adjacent to the west property line. Gass Avenue has sufficient capacity to accommodate the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Bailbond Service use meets all applicable requirements as set forth pursuant to Title 19.04 requirements, as conditioned.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 321 (By City Clerk)

APPROVALS 0

PROTESTS 3

JG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37937** APN: 139-34-410-194

Name of Property Owner: LSH

Name of Applicant: ALL STAR BONDING, INC.

Name of Representative: LEA ENGINEERING

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: _____ TRUSTEE

Print Name: STEPHEN HAMPE - TRUSTEE FOR LSH

Subscribed and sworn before me

This 6th day of May, 20 10

Wendy Whitmore

Notary Public in and for said County and State

WENDY WHITMORE
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 09-7-2011
Certificate No: 96-3006-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) 551 GASS AVE

Project Name ALL STAR BAILBOND **Proposed Use** _____

Assessor's Parcel #(s) 139-34-410-194 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.16 **Lots/Units** 1 **Density** 6.25

Additional Information _____

PROPERTY OWNER LSH **Contact** STEPHEN HAMPE

Address P.O. BOX 60933 **Phone:** (702) 210-7614 **Fax:** _____

City BOULDER CITY **State** NV **Zip** 89006-0933

E-mail Address _____

APPLICANT ALL STAR BONDING INC. **Contact** SEAYNOAH MAYFIELD

Address 2414 HIGH VISTA DR **Phone:** (702) 327-7661 **Fax:** _____

City HENDERSON **State** NV **Zip** 89014

E-mail Address _____

REPRESENTATIVE LEA ENGINEERING **Contact** PETYA BALOVA

Address 823 LAS VEGAS BLVD. SOUTH, #500 **Phone:** (702) 682-1706 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address petya@lea-engineering.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 STEPHEN HAMPE - TRUSTEE FOR LSH

Subscribed and sworn before me

This 6th day of May, 20 10.

Wendy Whitmore

Notary Public in and for said County and State

WENDY WHITMORE
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 09-7-2011
Certificate No: 96-3006-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-37937
Meeting Date:	5/27/10
Total Fee:	$1030.00
Date Received:*	5/10/10
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.

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

BASIS OF BEARING

NORTH 89° 52' 34" WEST – THE CENTER LINE OF GASS STREET, AS SHOWN ON PLAT BOOK 1, PAGE 51, CLARK COUNTY RECORDS, NEVADA.

LEGAL DESCRIPTION

A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS LOT 31 AND LOT 32, OF BLOCK 20 OF SOUTH ADDITION SUBDIVISION, AS RECORDED IN BOOK 1 OF PLATS, PAGE 51, CLARK COUNTY, NEVADA OFFICIAL RECORDS.

FLOOD ZONE INFORMATION

THIS PROPERTY IS LOCATED IN A FLOOD ZONE DESIGNATED "ZONE X", DESIGNATED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA FLOOD INSURANCE RATE MAP NO. 32003C2170, CLARK COUNTY, NEVADA AND INCORPORATED AREAS, DATED SEPTEMBER 27, 2002.

ZONING REQUIREMENTS

ZONING CLASSIFICATION: C-1
LAND USE PLAN: MIXED USE

OWNER

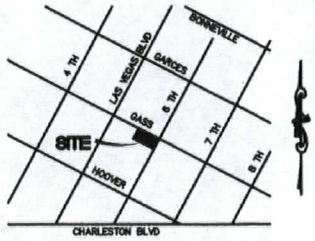
LSH
PO BOX 60633
BOULDER CITY
NV 89006-0633

APN 139-34-410-194

AREA: 0.16 ACRES NET

PARKING SPACES

REQUIRED: ONE SPACE FOR EACH 300 SQUARE FEET OF GROSS FLOOR AREA
2,828 SQ. FT. TOTAL AREA
REQUIRED: 10 SPACES
PROVIDED: 9 ON-SITE SPACES
(1 HC SPACE)



VICINITY MAP
N.T.S.

LEGEND

- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- CURB AND GUTTER
- EXISTING BLOCK WALL
- EXISTING BUILDING
- LOT LINE
- EXISTING STREET LIGHT
- POWER POLE
- SIGN
- FIRE HYDRANT
- APN ASSESSOR'S PARCEL NUMBER
- R/W RIGHT OF WAY
- SQ. FT. SQUARE FEET
- TRASH DUMPSTER
- CONCRETE AREA
- ADA ACCESS

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APR 21 2010

SUP-37937
REVISED

NO	DATE	BY	REVISION
1	3/29/10	PB	PER STAFF COMMENTS
2	4/21/10	PB	PER STAFF COMMENTS

LEA
LAND ENGINEERING ASSOCIATES
9979-B Charleston Blvd
Las Vegas, NV 89117
Phone: 702-341-1040
www.LEAengineering.com

ALLSTAR BAIL BONDS
SITE PLAN

800 SOUTH 6TH AVE
LAS VEGAS, NEVADA

DESIGNED BY: PB
CHECKED BY: PB
DATE: 03/29/10
JOB #: 10-003
APN: 139-34-410-194
SECTION 34 T 20S R 61E
SCALE: 1" = 20'

SHEET #
SP
1 OF 1



RECEIVED
APR 13 2010
SUP-37937



SUP-37937 - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP
800 SOUTH 6TH STREET

04/22/10



SUP-37937 - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP
800 SOUTH 6TH STREET

04/22/10



SUP-37937 - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP
800 SOUTH 6TH STREET

04/22/10



SUP-37937 - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP
800 SOUTH 6TH STREET

04/22/10



SUP-37937 - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP
800 SOUTH 6TH STREET

04/22/10



SUP-37937 - APPLICANT: ALL STAR BAIL BONDS, INC. - OWNER: LSH, LP
800 SOUTH 6TH STREET

04/22/10

April 12, 2010

City Las Vegas
Planning and Zoning Department
823 South 4th Avenue
Las Vegas, NV 89101

Re: LETTER OF INTENT FOR A SPECIAL USE PERMIT
APN 139-34-410-194

The purpose of this letter is to request a Special Use Permit, on behalf of the owner, for a bailbond service in a 1,807 building, on an area of 0.44 acres net, located at 800 South Sixth Street. The Assessor's Parcel Number is 139-34-410-194. Bailbond service is defined as an establishment that makes available to the public undertakings of bail in connection with judicial proceedings.

The property is currently zoned C-1 (Limited Commercial District). Bailbond service requires a Special Use Permit application. The Future Land Use map shows the property in the Mixed Use planning area. The C-1 District is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

The property consists of two office buildings, one 1,021-square foot one-story building, and a 1,807-square foot building. There are currently six on-site parking spaces. The parcel is fully improved and no construction is proposed at this time. The parcel borders Gass Avenue and Sixth Street, which are fully improved public streets with curb, gutter and sidewalk. There is an existing 6-foot CMU block wall along the southerly property line. The buildings height is approximately 14 feet. There are 3-foot wide planters along the northerly and the easterly face of the buildings.

The bailbonding service, All Star Bail Bonds, Inc. will occupy the existing 1,807-square foot building. The company will have eight full time licensed employees. The office will be open seven days a week, 24 hours a day.

Currently, All Star Bail Bonds, Inc. is licensed in the State of Nevada, and has the following four locations:

- 501 South First Street, City of Las Vegas, which the company is required to vacate, due to proposed CLV Public Works street improvements
- 223 Water Street, City of Henderson
- 1852 Civic Center Drive, City of North Las Vegas, and
- Laughlin

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SUP-37937

823 Las Vegas Blvd. So., #500 Las Vegas, NV 89101 Office: 702.385.3343 Fax: 702.385.2899

The proposed use will not be detrimental to the health, safety or welfare of the community, nor will cause additional traffic congestion. This use is compatible with the existing uses of the surrounding businesses, and it will not affect the value of the surrounding properties.

If you require further information, please feel free to contact me at (702) 682-1706.

Sincerely,

Petya Balova, P.E.

RECEIVED

APR 13 2010

SUP-37937

823 Las Vegas Blvd. So., #500 Las Vegas, NV 89101 Office: 702.385.3343 Fax: 702.385.2899

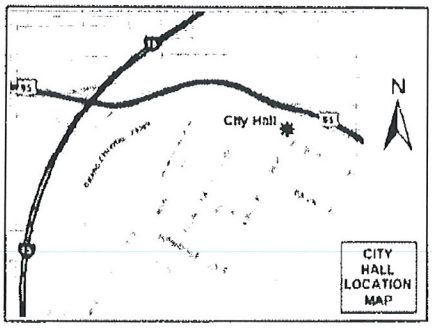
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 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-37937

Planning Commission Meeting of 5/27/2010

Case SUP-37937
13934311141
GARCES VENTURE L L C
%R FINVARB
1065 KANE CONCOURSE #201
BAY HARBOR ISLANDS FL 33154-2100

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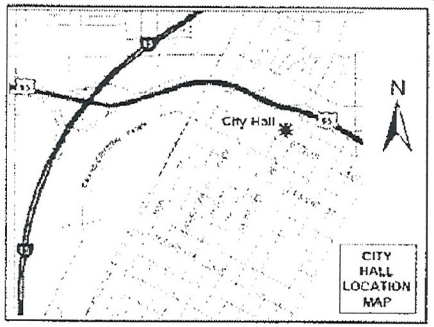
MAY 17 2010

16P

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-37937

Planning Commission Meeting of 5/27/2010

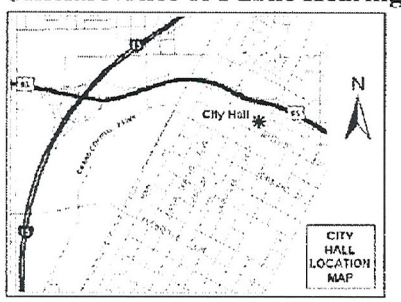
Case: SUP-37937
13934410126
COLLURA MARY ETAL
3220 BRYANT AVE
LAS VEGAS NV 89102-2055

RECEIVED
MAY 17 2010

16P

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-37937

Planning Commission Meeting of 5/27/2010

16P

RECEIVED
MAY 17 2010

Case: SUP-37937

13934410126
COLLURA MARY ETAL
3220 BRYANT AVE
LAS VEGAS NV 89102-2055

May 16 10 03:50p chicago joe's resraurant 702-877-5637 p.1

2

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

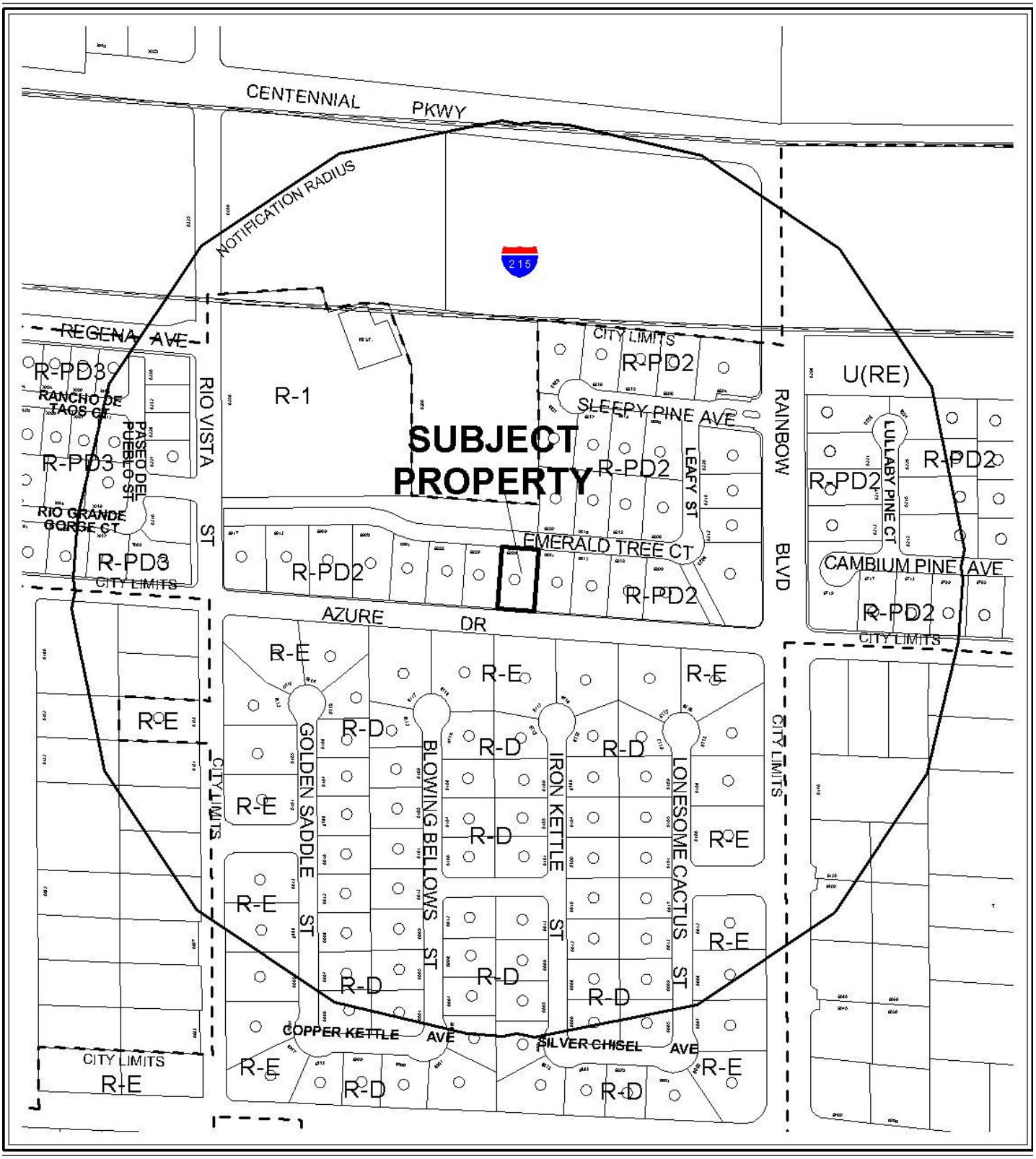
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37939 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: ROBERT AND MARY GRACE AMATO - Request for a Special Use Permit FOR A PROPOSED 600 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) at 6825 Emerald Tree Court (APN 125-27-510-021), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



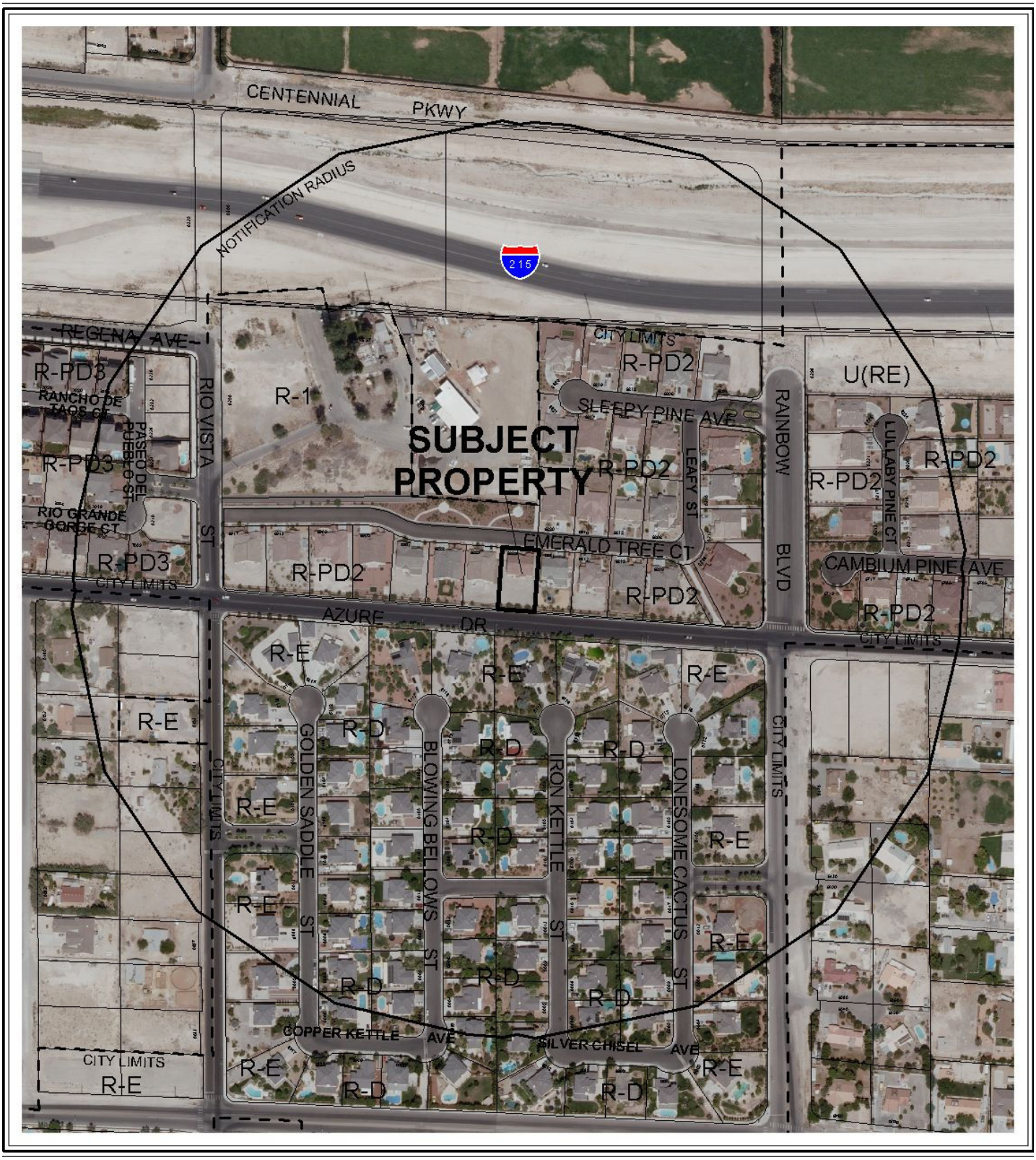
0 300 600 Feet

CASE: **SUP-37939**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD (RESIDENTIAL PLANNED DEVELOPMENT)

N



0 300 600 Feet

CASE: **SUP-37939**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD (RESIDENTIAL PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: ROBERT AND MARY GRACE AMATO

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37939	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37939 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Accessory Structure (Class I) use.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structure (Class I). An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

4. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 600 square-foot Accessory Structure (Class I) on a developed single-family residential lot at 6825 Emerald Tree Court. The lot contains an existing 4,043 square-foot residence with 5,332 square feet of rear yard area. The use complies with Title 19 requirements for an Accessory Structure (Class I) use and can be conducted in a way that is harmonious and compatible with surrounding properties. Staff therefore recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/14/03	The City Council approved by Ordinance 5569, Annexation (A-0038-02) of 495 acres generally located on the north side of Azure Drive, east and west of Rainbow Boulevard.
03/19/03	The City Council approved a request for Rezoning (ZON-1577) from: U (Undeveloped) Zone [DR (Desert Rural Residential) General Plan Designation] to R-PD2 (Residential Planned Development - 2 Units per Acre) on 35.06 acres adjacent to the northwest and northeast corners of Rainbow Boulevard and Azure Drive (APNs 125-26-101-003, 125-27-502-005 and 125-26-101-002).
03/19/03	The City Council approved a request for a Site Development Review (SDR-1580) for a 66-lot single family residential development on 35.06 acres adjacent to the northwest and northeast corners of Rainbow Boulevard and Azure Drive. The Planning Commission and staff recommended approval.
03/19/03	The Planning Commission approved a request for a Tentative Map (TMP-1825) for a 66-lot single family residential development on 35.0635.06 acres adjacent to the northwest and northeast corners of Rainbow Boulevard and Azure Drive (APNs 125-26-101-003, 125-27-502-005 and 125-26-101-002).
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #17/ao).

Most Recent Change of Ownership	
06/24/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/15/04	A Building Permit (#4021855) was issued for a single family dwelling at 321 Fremont Street. The permit was finaled 05/06/05.

Pre-Application Meeting	
03/29/10	A pre-application meeting was held and the submittal requirements of a Special Use Permit application were discussed: • A revised justification letter was required to reflect the request for an Accessory Structure (Class I). • A revised site plan was required to show the distance separation from the main dwelling and from all property lines. • Elevations were required to show the height of the Accessory Structure (Class I), and to show that Accessory Structure (Class I) is aesthetically compatible with the principal dwelling unit.. The height shall not exceed two stories (with a maximum of 35 feet), or the height of the main structure.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/20/10	Staff performed a routine field check where a well-maintained single family residence was observed. Staff observed the rear yard where the proposed accessory structure is to be constructed; there was no discernable change in grade and there are no structures located on the site.

Details of Application Request	
Site Area	
Gross Acres	0.28

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	R (Rural)	R-PD2 (Residential Planned Development – 2 Units Per Acre)
North	Private Park	R (Rural)	R-PD2 (Residential Planned Development – 2 Units Per Acre)
South	Single Family Residence	DR (Desert Rural) Density Residential	R-E (Residence Estates)
East	Single Family Residence	R (Rural)	R-PD2 (Residential Planned Development – 2 Units Per Acre)
West	Single Family Residence	R (Rural)	R-PD2 (Residential Planned Development – 2 Units Per Acre)

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		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks (Accessory Structures)			
• Side	3 Feet	23 Feet	Y
• Rear	3 Feet	10 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Single Family Residence	1 Unit	2 / Unit	2		2		Y
Accessory Structure (Class I)	1 Structure	1 Additional	1		1		Y
TOTAL SPACES REQUIRED			3		3		Y

ANALYSIS

The proposed single story Accessory Structure, (Class I) is to be located in the rear yard of an existing single-family residential lot. The structure meets all Title 19.04 and 19.08 requirements for an Accessory Structure (Class I) and is compatible with the surrounding residential uses; therefore, staff is recommending approval of this Special Use Permit request.

FINDINGS (SUP-37939)

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 use can be conducted in a manner that is harmonious and compatible with the surrounding residential uses.

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 Accessory Structure (Class I) use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Emerald Tree Court, a 40-foot Local Street, which is adequate in size to meet the requirements of the proposed Accessory Structure (Class I) 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 Accessory Structure (Class I) use will not jeopardize the public health, safety or welfare, as it will be subject to permit review and inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Accessory Structure (Class I) use meets the conditions of Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 136 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37939** APN: 125-27-510-021

Name of Property Owner: Robert & MARY GRACE AMATO

Name of Applicant: Robert Amato & Mary Amato

Name of Representative: Robert Amato

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Robert Amato

Subscribed and sworn before me

This 19th day of March, 2010

Bonnie Furnell

Notary Public in and for said County and State

Bonnie Furnell
Notary Public
State of Nevada
Date Appointment Exp: 12-12-2010
Certificate No: 07-1682-1

RECEIVED
APR 13 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Robert & MARYGRACE AMATO

Project Address (Location) 6825 EMERALD TREE COURT LV. NV. 89130-7908

Project Name AMATO GUEST HOUSE **Proposed Use**

Assessor's Parcel #(s) 125-27-510-021 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing R-PD2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.28 **Lots/Units** 21 **Density** _____

Additional Information _____

PROPERTY OWNER Robert & MARY GRACE AMATO **Contact** (702) 355-8372

Address 6825 EMERALD TREE COURT **Phone:** 355-8372 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address THE BUILDER 911 @ HOTMAIL.COM

APPLICANT Robert & MARYGRACE AMATO **Contact** _____

Address 6825 EMERALD TREE COURT **Phone:** 355-8372 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address THE BUILDER 911 @ HOTMAIL.COM

REPRESENTATIVE Robert AMATO **Contact** _____

Address 6825 EMERALD TREE COURT **Phone:** 355-8372 **Fax:** _____

City LAS VEGAS **State** NV. **Zip** 89130

E-mail Address THE BUILDER 911 @ HOTMAIL.COM

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert Amato

Subscribed and sworn before me

This 19th day of March, 2010.

Bonnie Funnell

Notary Public in and for said County and State

Bonnie Funnell
Notary Public
State of Nevada
Date Appointment Exp: 12-12-2010
Certificate No: 07-1682-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-37939
Meeting Date:	05/27/10
Total Fee:	$1030.00
Date Received:*	04/13/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
APR 13 2010

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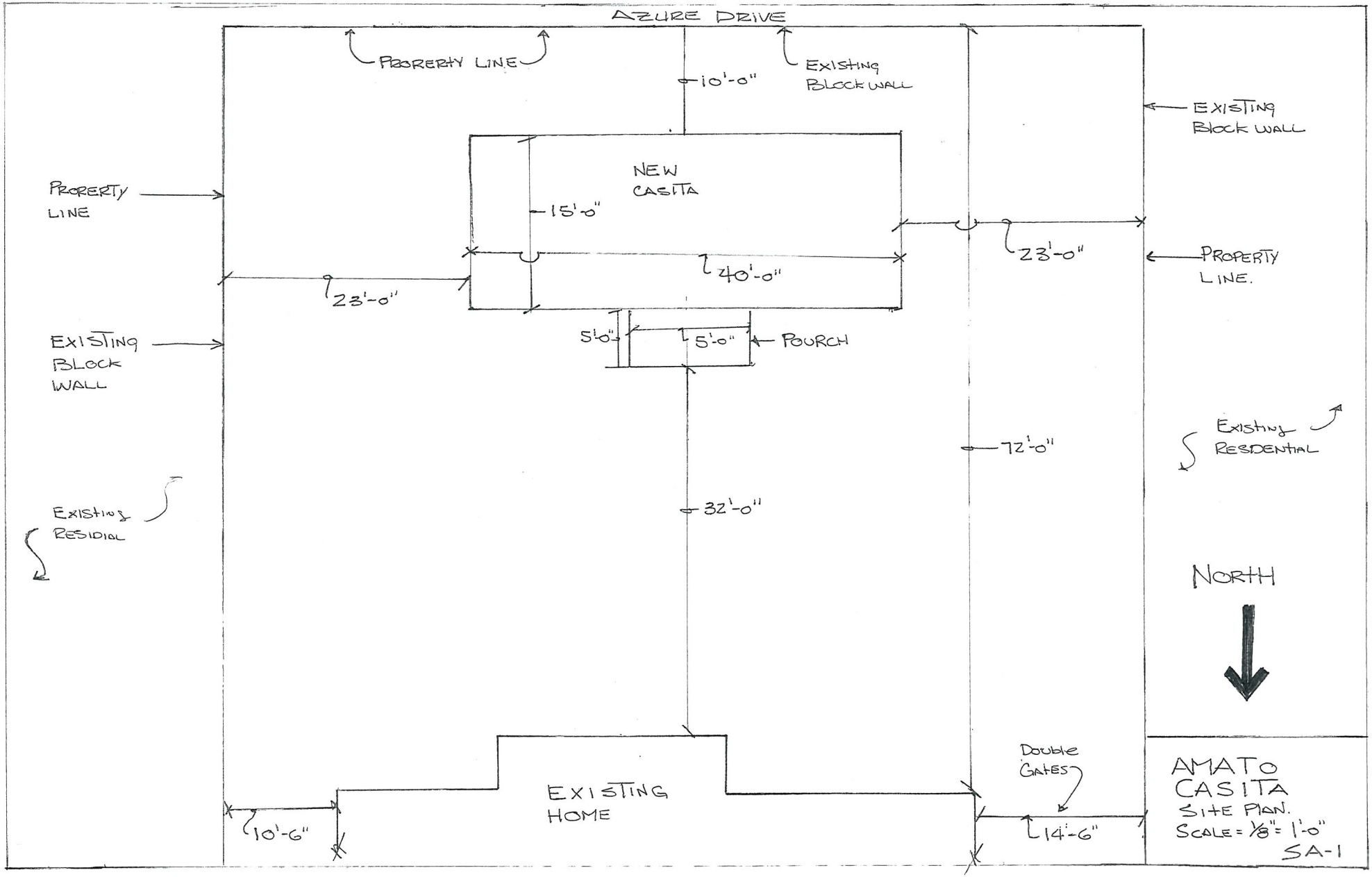

EMERALD TREE COURT.

SUP-37939

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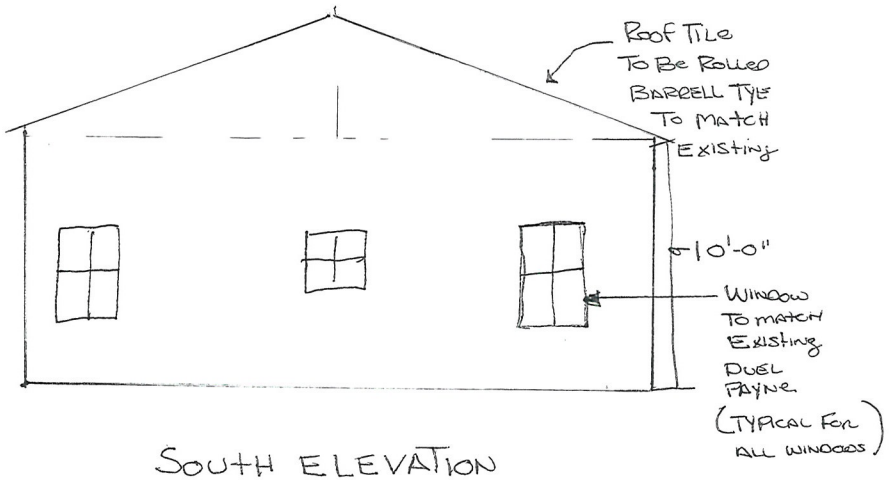
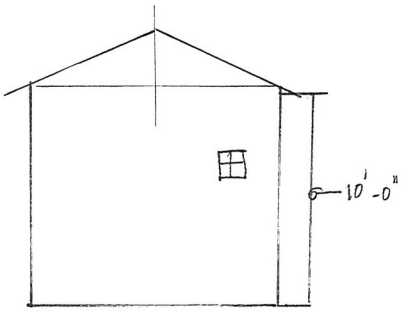
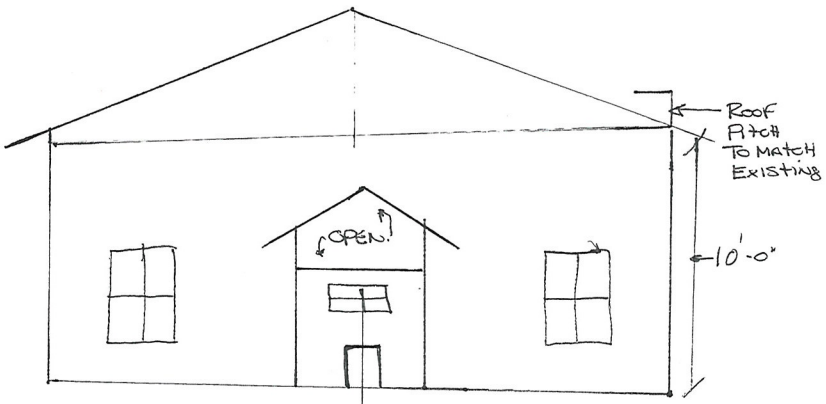


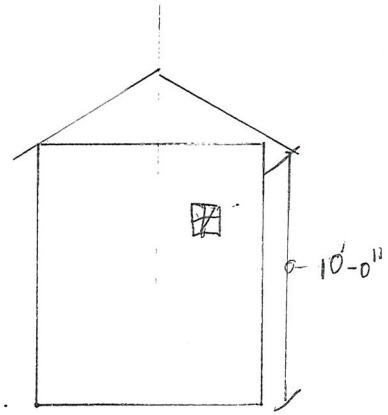
South Elevation



East Elevation.



North Elevation



West Elevation.

Blue
Notes:

Building
To be Wood
Frame

(3) Part Stucco
over Lath.

Color To
Match Existing
Home.

Window To Be
Duel Payne
Style To Match
Existing
Home.

Roof Tile
& Pitch To
Match Existing

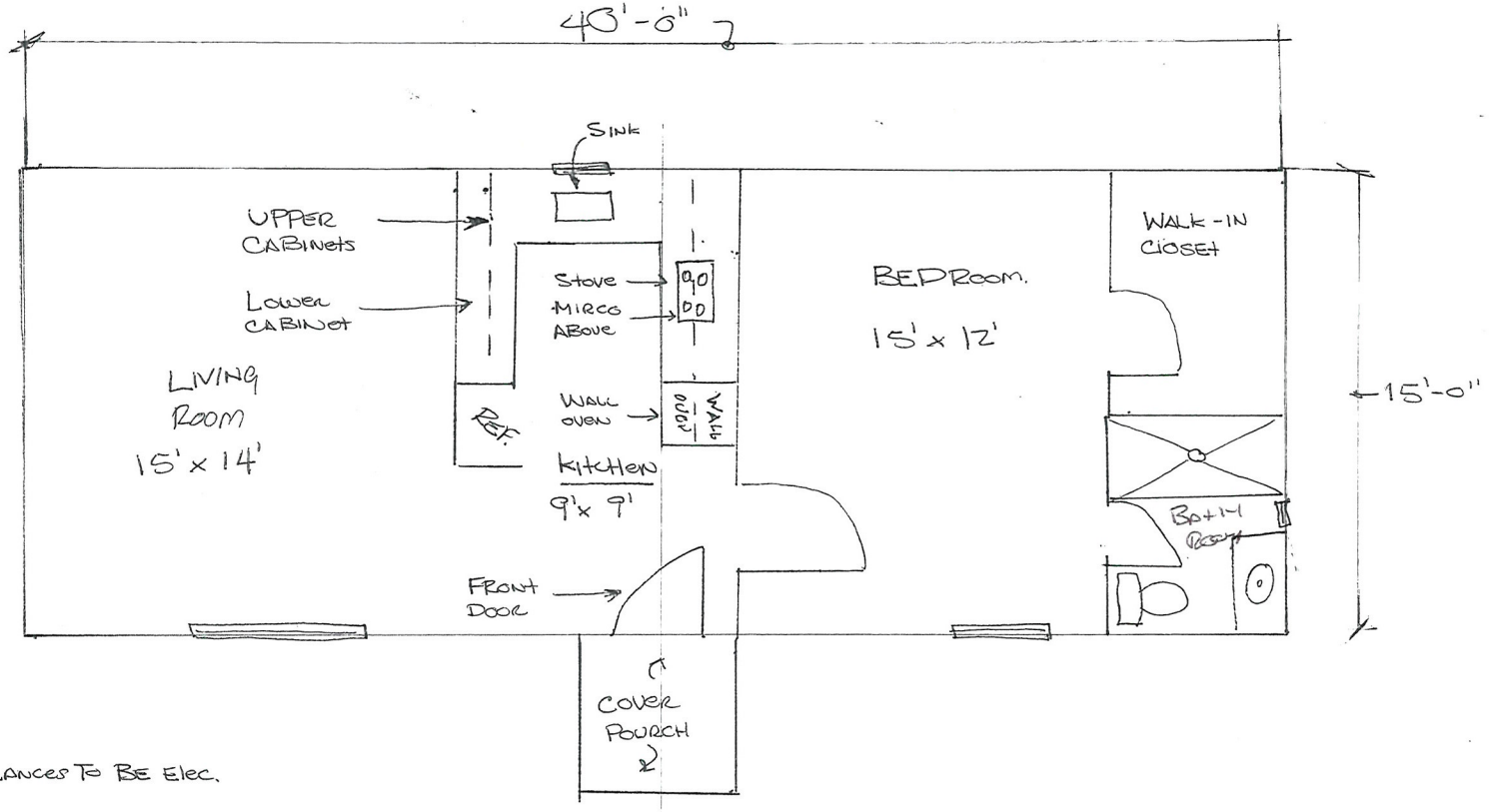
North.

AMATO
CASTIA
Scale = 1/8" = 1'-0"

A-1

SUP-37939

RECEIVED
APR 13 2010



NOTES:

1) ALL APPLIANCES TO BE ELEC.
2) ALL EXISTIOR FINISH TO MATCH EXISTING HOME.
3) HEIGHT NOT TO EXCESS 15'-0"

FLOOR PLAN: 1/4" = 1'-0"

TOTAL SQFT = 600±

AMATO
CASITA
FLOOR PLAN
SCALE 1/4" = 1'-0"
A-2

RECEIVED
APR 13 2010
SUP-37939


SUP-37939



SUP-37939 - APPLICANT/OWNER: ROBERT AND MARY GRACE AMATO
6825 EMERALD TREE COURT

04/22/10



SUP-37939 - APPLICANT/OWNER: ROBERT AND MARY GRACE AMATO
6825 EMERALD TREE COURT

04/22/10



SUP-37939 - APPLICANT/OWNER: ROBERT AND MARY GRACE AMATO
6825 EMERALD TREE COURT

04/22/10

March 18 2010

Robert Amato
6825 Emerald Tree Ct.
Las Vegas, NV 89130

Dear Sir or Madam,

This letter is being written regarding the Amato Purposed guest house located at 6825 Emerald Tree ct in Las Vegas Nevada, with in the county of Clark and the APN being 125-27-510-021. We would like to build this guest house, so that when our elderly parents and relatives come to visit they can have a space of their own that does not consist of going up and down stairs, because all of our bedrooms are up stairs and they can are not able to fluidly maneuver the stairs because of their age.

Thank you for your consideration.



Robert Amato

RECEIVED
APR 13 2010
SUP-37939

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNICL MEETING OF: JULY 7, 2010

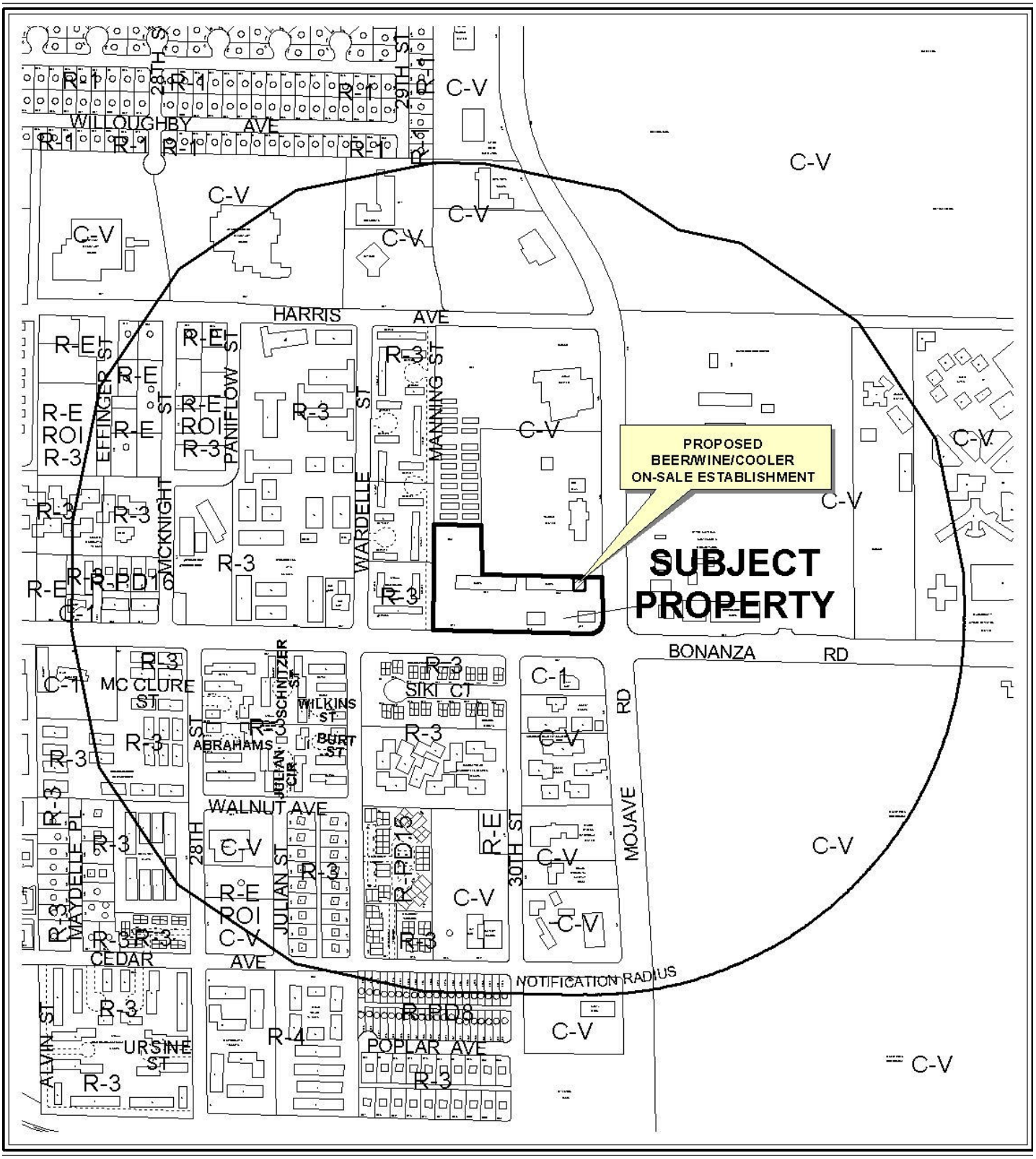
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38028 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LUIS CASTILLO - OWNER: D.I. PROPERTIES, INC. - Request for a Special Use Permit FOR A PROPOSED 4,488 SQUARE-FOOT BILLIARD PARLOR OR POOL HALL at 3050 East Bonanza Road, Suite #190 (APN 139-25-405-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). 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	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps – SUP-38028 and SUP-38029
2. Conditions and Staff Report – SUP-38028 and SUP-38029
3. Supporting Documentation
4. Photos – SUP-38028 and SUP-38029
5. Justification Letter – SUP-38028 and SUP-38029
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-38028 and SUP-38029



0 500 1000 Feet

CASE: **SUP-38028 AND SUP-38029**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SUP-38028 AND SUP-38029**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LUIS CASTILLO - OWNER: D.I. PROPERTIES, INC.

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38028	Staff recommends APPROVAL, subject to conditions:	
SUP-38029	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-38028 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Billiard Parlor or Pool Hall use.

2. Conformance to the approved conditions for Rezoning (ZON-3371) and Site Development Plan Review (SDR-3372) 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 subject suite on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-38029 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Beer/Wine/Cooler On-Sale Establishment use.

2. Conformance to the approved conditions for Rezoning (ZON-3371) and Site Development Plan Review (SDR-3372) 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 subject suite on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

These requests are for a Billiard Parlor or Pool Hall and Beer/Wine/Cooler On-Sale Establishment at 3050 East Bonanza Road, Suite #190. The subject site is a vacant suite located within a recently constructed shopping center, which is designed to accommodate a variety of retail and food related uses. As there are no protected uses located within the minimum 400-foot distance separation required for the Beer/Wine/Cooler On-Sale Establishment use, and both of the proposed uses can be conducted in a manner that is compatible with the adjacent surrounding uses, staff is recommending approval of the requests for Special Use Permits.

ISSUES

- A Liquor Establishment, Tavern was originally requested by the applicant; however, the use is not permitted at the subject location as there are protected uses, including a church/house of worship and child care facilities, located within the minimum 1,500-foot distance separation required. This required distance separation is not waivable, per Title 19.04.
- A Beer/Wine/Cooler On-Sale Establishment requires that the sale of alcohol is limited to beer, wine and coolers for consumption only in connection with a meal on the premises in conjunction with a restaurant serving a minimum of 45 persons at tables or stools. The restaurant itself will have 44 seats, with additional seating available at the bar.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/07/04	The City Council approved a request for a Site Development Plan Review (SDR-3275) for a proposed animal shelter and veterinary complex on 9.5 acres adjacent to the southwest corner of Harris Avenue and Mojave Road. The Planning Commission recommended approval on 12/04/03.
02/04/04	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-3370) from PF (Public Facilities) to SC (Service Commercial) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road. The Planning Commission recommended approval on 01/08/04.
02/04/04	The City Council approved a request for Rezoning (ZON-3371) from C-V (Civic) to C-1 (Limited Commercial) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road. The Planning Commission recommended approval on 01/08/04.

SG

02/04/04	The City Council approved a request for a Site Development Plan Review (SDR-3372) and Waivers to allow a 10-foot rear yard setback where 20 feet is the minimum setback required; two loading zones where three are required; and a 10-foot wide loading zone where 15 feet is required for a proposed 43,349 square-foot Retail Center and 8,995 square-foot Auto Service building on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road. The Planning Commission recommended approval on 01/08/04.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16475) of an approved Rezoning (ZON-3371) from C-V (Civic) to C-1 (Limited Commercial) on 4.76 acres adjacent to the northwest corner of Bonanza Road and Mojave Road.
07/16/08	The City Council approved a request for a Major Amendment (SDR-27920) to an approved Site Development Plan Review (SDR-3372) for a proposed 3,264 square-foot restaurant with drive through on 4.76 acres at 3040 East Bonanza Road. The Planning Commission recommended approval on 06/12//08.
10/15/08	The City Council approved a request for a Special Use Permit (SUP-29227) for a 5,000 square-foot retail establishment with accessory package liquor off-sale in an approved shopping center at the northwest corner of Bonanza Road and Mojave Road. The Planning Commission and staff recommended approval.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL of companion items SUP-38028 and SUP-38029 concurrently (PC Agenda Items 47-48/sg).

Most Recent Change of Ownership	
03/29/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/13/07	A building permit (7000574) was issued for a retail shell building (building "E") at 3050 East Bonanza Road. The permit was completed on 11/13/08.
03/08/10	An application for a building permit for tenant improvement was submitted for 3050 East Bonanza Road, Suite #190. The permit is still under review and pending approval of these Special Use Permit requests.

Pre-Application Meeting	
03/30/10	A pre-application meeting was held to discuss submittal requirements for a Billiard Parlor or Pool Hall and for a Beer/Wine/Cooler On-Sale Establishment. The applicant had requested a Liquor Establishment, Tavern use at the site, but as there are both school and child care facilities located within the minimum required 1,500-foot distance separation distance, a

	Tavern is not permitted.

Staff Report Page Three
July 7, 2010 - City Council Meeting

Neighborhood Meeting
A neighborhood meeting was neither required nor held for these requests.

Field Check	
04/27/10	A field check was conducted by staff. The subject site is a vacant suite within a relatively new, well maintained shopping center.

Details of Application Request	
Site Area	
Net Acres	4.70

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Fire Training Center and Animal Shelter	PF (Public Facilities)	C-V (Civic)
South	Condominiums	Medium Density Residential	R-3 (Medium Density Residential)
	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	City of Las Vegas Maintenance and Storage Yards	PF (Public Facilities)	C-V (Civic)
West	Multi-family (Housing Authority)	M (Medium Density Residential)	R-3 (Medium Density Residential)

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	
Shopping Center	50,093 SF	1:250	201		215		Y
TOTAL SPACES REQUIRED			201		215		Y
TOTAL (With Handicapped)			194	7	208	7	Y

ANALYSIS

The subject site is a vacant suite located within a recently constructed shopping center, which will contain other similar food related and retail uses. A Liquor Establishment, Tavern was originally requested by the applicant; however, the use is not permitted at the subject location as there are protected uses, including a church/house of worship and child care facilities, located within the minimum 1,500-foot distance separation required. This required distance separation is not waivable, per Title 19.04.

A Beer/Wine/Cooler On-Sale Establishment requires that the sale of alcohol be limited to beer, wine and coolers for consumption only in connection with a meal on the premises in conjunction with a restaurant serving a minimum of 45 persons at tables or stools. The restaurant area itself will have 44 seats, with additional seating available at the bar in the pool hall area. There are no minimum Special Use Permit Requirements for a Billiard Parlor or Pool Hall.

As there are no protected uses located within the minimum 400-foot distance separation required for the Beer/Wine/Cooler On-Sale Establishment use, and both of the proposed uses can be conducted in a manner that is compatible with the adjacent surrounding uses, staff is recommending approval of the requests.

FINDINGS (SUP-38028)

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 use will be located within a shopping center site with other retail and food related uses. It can be conducted in a manner that is compatible and harmonious with the surrounding adjacent uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is a shopping center site that has been designed to accommodate a variety of uses. It is physically suitable for the type and intensity of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed via Bonanza Road and Mojave Road, both classified as 100-foot Primary Arterials by the Master Plan of Streets and Highways. These streets are adequate to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   It will not be inconsistent with or compromise the health, safety, and welfare of the general public as the use is subject to permitting and licensing reviews. It is consistent with the overall objectives of the General Plan as the use is permitted in the SC (Service Commercial) land use designation.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use complies with all applicable conditions of Title 19.04.

FINDINGS (SUP-38029)

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 use will be located within a shopping center site with other retail and food related uses. It can be conducted in a manner that is compatible and harmonious with the surrounding adjacent uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is a shopping center site that has been designed to accommodate a variety of uses. It is physically suitable for the type and intensity of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed via Bonanza Road and Mojave Road, both classified as 100-foot Primary Arterials by the Master Plan of Streets and Highways. These streets are adequate to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   It will not be inconsistent with or compromise the health, safety, and welfare of the general public as the use is subject to permitting and licensing reviews. It is consistent with the overall objectives of the General Plan as the use is permitted in the SC (Service Commercial) land use designation.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use complies with all applicable conditions of Title 19.04, including all minimum required distance separation requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 195 (By City Clerk)

APPROVALS 0

PROTESTS 1

1 More copy

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38028** APN: 13925405009

Name of Property Owner: DI PROPERTIES INC

Name of Applicant: LUIS CASTILLO

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: S. Ehamka

Print Name: SAM E HAMIKA

Subscribed and sworn before me

This 26 day of March, 2010

Sunshine Muangsopa

Notary Public in and for said County and State

SUNSHINE MUANGSOPA
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 7-13-2011
Certificate No: 03-83788-1

1 Note copy

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: BILLIARD HALL

Project Address (Location) 3050 E. BONANZA RD STE # 190

Project Name THE OFFICE VILLAR CLUB **Proposed Use** C-1, C-2

Assessor's Parcel #(s) 139-25-405-009 **Ward #** _____

General Plan: existing _____ proposed C-1 **Zoning:** existing _____ proposed C-2

Commercial Square Footage 50,093 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER D I properties inc **Contact** _____

Address 790 N. Eastern Ave **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address Smhamika@yahoo.com

APPLICANT Luis Castillo **Contact** _____

Address 809 E. Cartier Apt "C" **Phone:** 449-2775 **Fax:** _____

City No Las Vegas **State** NV **Zip** 89030

E-mail Address _____

REPRESENTATIVE Construction By Juan Cruz **Contact** Juan Cruz

Address 3305 E. Tonopah Ave **Phone:** 448-0149 **Fax:** 399-2727

City No Las Vegas **State** NV **Zip** 89030

E-mail Address JCConstructionNV@Hotmail.com

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This 26 day of March, 20 10.

[signature]

Notary Public in and for said County and State

SUNSHINE MUANGSOPA
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 7-13-2011
Certificate No: 03-83788-1

FOR DEPARTMENT USE ONLY

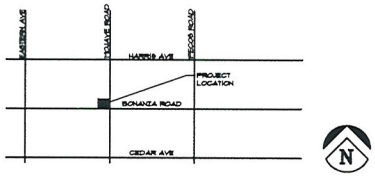
Case #	SUP-38028
Meeting Date:	6/24/10
Total Fee:	$1030
Date Received:*	4/20/10
Received By:	[signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

VICINITY MAP



PROJECT

TENANT IMPROVEMENT FOR
THE OFFICE VILLAR CLUB
AT
3050 BONANZA ROAD SUITE 190
LAS VEGAS, NV. 89101

PROJECT DATA

ASSESSOR'S PARCEL NUMBER:	139-25-405-008
SHELL BUILDING CONSTRUCTION TYPE:	V-B
OCCUPANCY GROUP:	A-2
SPRINKLERED:	NO
AREA OF TENANT IMPROVEMENT:	4,488 SF
OCCUPANT LOAD:	108

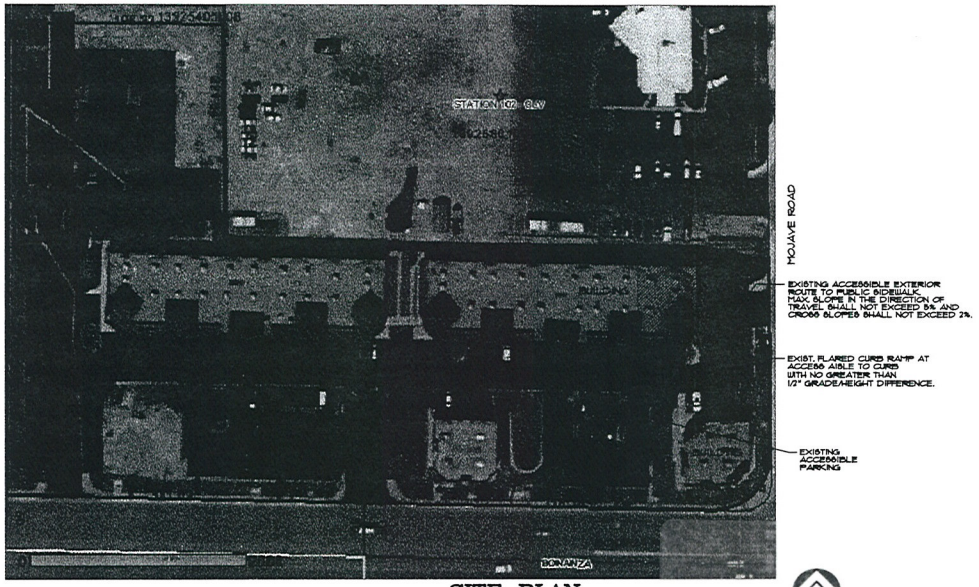
PARKING ANALYSIS

UD 1/250 PARKING	540/93 SF. EQUALS 201 SPACES REQUIRED
11 SHOPPING CENTER USE	GENERAL RETAIL STORE, OTHER GREATER THAN 35000 SF. GROSS FLOOR AREA
12 TOTAL SPACES FOR CENTER	215 PROVIDED PER ORIGINAL SITE DESIGNER
13 TOTAL SF. FOR CENTER	540/93

PARKING REQUIRED PER LAS VEGAS PLANNING CODE 19.04 TABLE 2 FOR BILLIARD PARLOR/POOL HALL	2 PARKING SPACES PER BILLIARD TABLE
PARKING REQUIRED	TOTAL NUMBER OF POOL TABLES = 15 TOTAL PARKING = 36 SPACES
PARKING REQUIRED PER LAS VEGAS PLANNING CODE 19.04 TABLE 2 FOR TAVERN	One space for each 50 square feet of public seating and waiting area (including areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.
PARKING REQUIRED	SEATING=684 SF. 1:50 FOR 684 SF. = 14 SPACES REMAINING GROSS FLOOR AREA=3804 SF. = 19 SPACES TOTAL SPACES REQUIRED = 33 SPACES GRAND TOTAL = 69 SPACES

RECEIVED
APR 20 2010

PROJECT LOCATION



SITE PLAN

NOT TO SCALE

SUP-38028

SUP-38029

EXITING ANALYSIS

TOTAL SQUARE FOOTAGE = 4,488 S.F. (APPROX.)

MEANS OF EGRESS

OCCUPANT LOAD TOTAL= 168 OCCUPANTS
TOTAL EGRESS WIDTH REQUIRED= 0.3 x 168 = 50.2 INCHES
TOTAL EGRESS WIDTH PROVIDED= 108 INCHES (PER IBC TABLE 1005.1, EGRESS WIDTH OF DOORS = 36")

MAXIMUM LENGTH OF EXIT TRAVEL = 250'-0" (IBC TABLE 1016.1)
MINIMUM NUMBER OF EXITS REQUIRED= 2 (IBC SECTION 1015)
NUMBER OF EXITS PROVIDED = 3
MINIMUM WIDTH OF HALLS= 44" (IBC SECTION 1016.2)
MINIMUM CLEAR DOOR OPENING= 32" (IBC SECTION 1008.1.1)

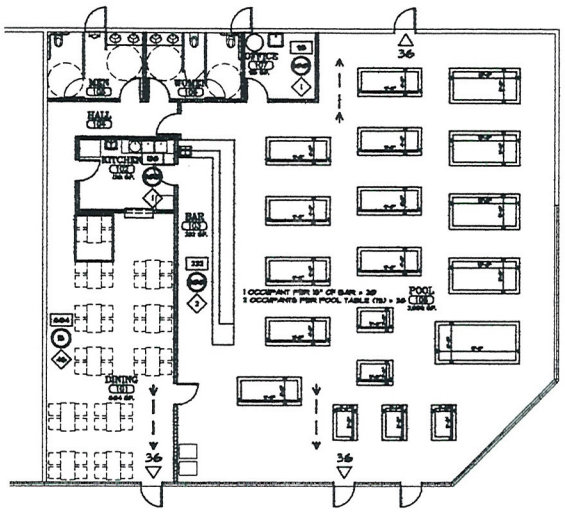
MEANS OF EGRESS

ROOM NAME	SQ. FT/OCCUPANT	TOTAL OCC.
SEE PLAN	SEE PLAN	168
TOTAL		168

(PER IBC 2006 TABLE 1004.1.1, CHAPTER 10)

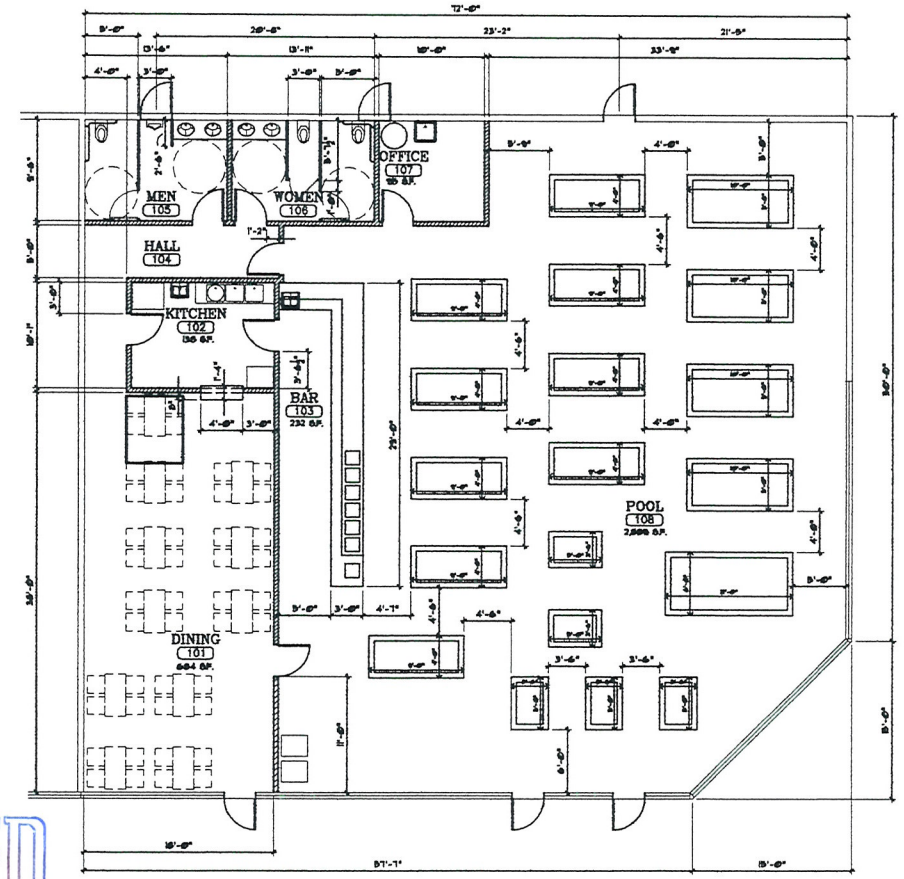
EXITING LEGEND

- XXX — AREA
- (XX) — OCCUPANT LOAD
- (X) — NUMBER OF OCCUPANTS
- X — EXITING QUANTITY
- ---<--- DENOTES PATH TO EXIT (250'-0" MAXIMUM)



EXITING PLAN

NOT TO SCALE



FLOOR PLAN

RECEIVED
APR 20 2010

SUP-38028
SUP-38029



SUP-38028 & SUP-38029 - APPLICANT: LUIS CASTILLO – OWNER: DI PROPERTIES, INC
3050 EAST BONANZA ROAD< SUITE #190

04/22/10



SUP-38028 & SUP-38029 - APPLICANT: LUIS CASTILLO – OWNER: DI PROPERTIES, INC
3050 EAST BONANZA ROAD< SUITE #190

04/22/10

Justification Letter

City of Las Vegas
Planning & Development Department

An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 45 or more people may be served with meals at any one time at tables or stools

CONSTRUCTION BY JUAN CRUZ
3305 E. TONOPAH AVE
N.LAS VEGAS NV,89030

Juan Cruz
04/13/10

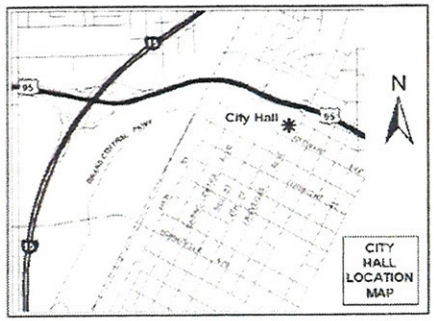
RECEIVED
APR 20 2010

SUP-38028
SUP-38029

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

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-38028 & SUP-38029

Planning Commission Meeting of 5/27/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

RECEIVED
MAY 27 2010

Case: SUP-38028
13936117036
HORLACHER N PETER & DELORES
BOX 758
PANACA NV 89042-0758

CAVDS11 89042

Submitted after final agenda
Date
Item 47-48
P

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

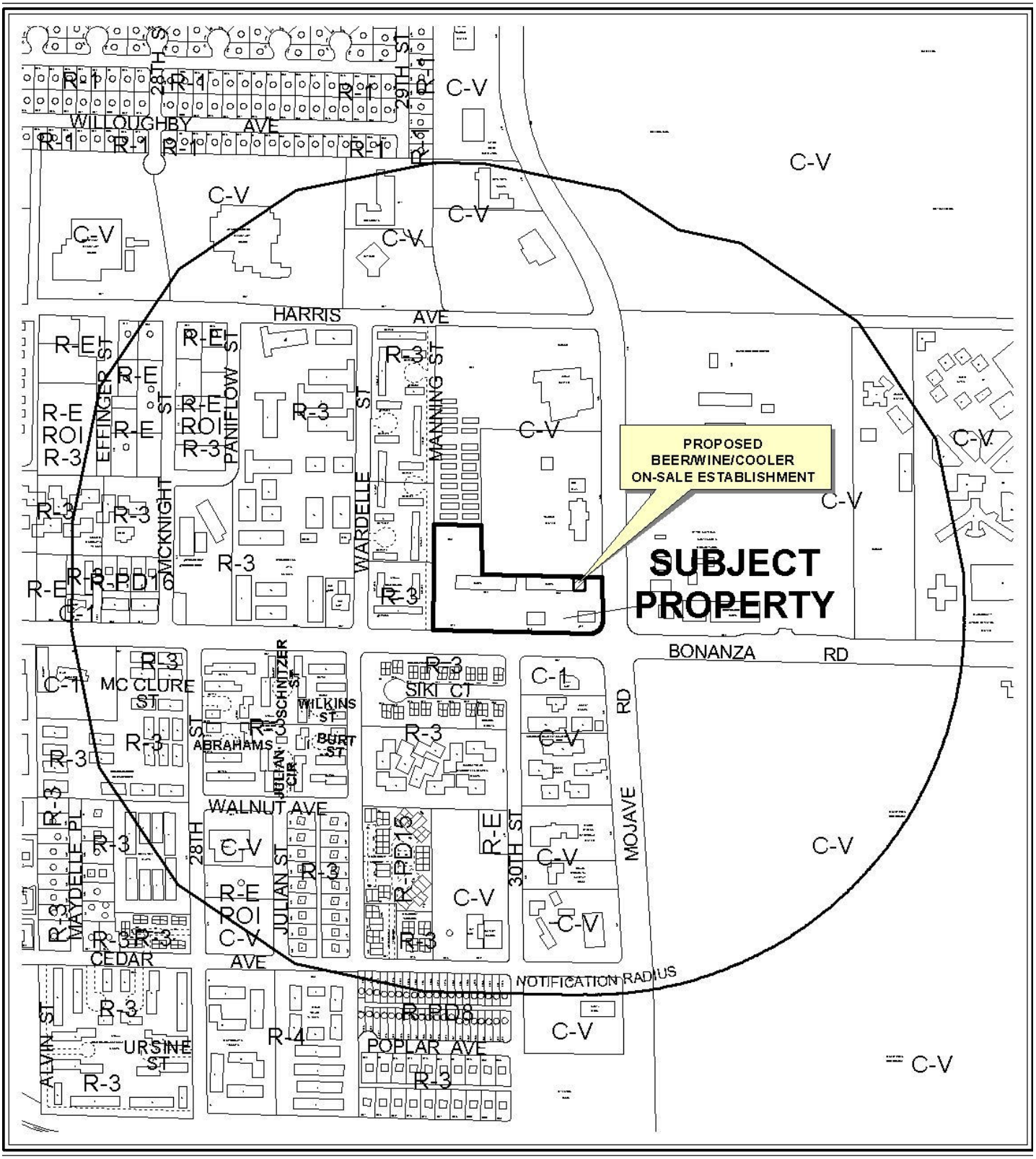
SUBJECT:
SUP-38029 - SPECIAL USE PERMIT RELATED TO SUP-38028 - PUBLIC HEARING - APPLICANT: LUIS CASTILLO - OWNER: D.I. PROPERTIES, INC. - Request for a Special Use Permit FOR A PROPOSED 4,488 SQUARE-FOOT BEER/WINE/COOLER ON-SALE ESTABLISHMENT at 3050 East Bonanza Road, Suite #190 (APN 139-25-405-009), C-1 (Limited Commercial) Zone, Ward 3 (Reese). 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	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Special Map
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 500 1000 Feet

CASE: **SUP-38028 AND SUP-38029**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SUP-38028 AND SUP-38029**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-38029

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

1 Mole Cert 7

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38029** APN: _____

Name of Property Owner: DI PROPERTIES INC

Name of Applicant: Luis Castillo

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: S. Ehamka

Print Name: SAM E HAMIKA

Subscribed and sworn before me

This 26 day of March, 2010

Sunshine Muangsopa

Notary Public in and for said County and State

SUNSHINE MUANGSOPA
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 7-13-2011
Certificate No: 03-83788-1

1 Note copy

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: BEER / WINE / COOLER ON-SALE ESTABLISHMENT

Project Address (Location) 3050 E. BONANZA RD STE # 190

Project Name THE OFFICE VILLAR CLUB **Proposed Use** _____

Assessor's Parcel #(s) 139-25-405-009 **Ward #** _____

General Plan: existing _____ proposed C-1 **Zoning:** existing _____ proposed C-2

Commercial Square Footage 50,093 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER D I properties inc **Contact** _____

Address 790 N. Eastern Ave **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address Smhamika@yahoo.com

APPLICANT LUIS CASTILLO **Contact** _____

Address 809 E. CARTIER APT "C" **Phone:** 449-2775 **Fax:** _____

City No LAS VEGAS **State** NV **Zip** 89030

E-mail Address _____

REPRESENTATIVE CONSTRUCTION BY JUAN CRUZ **Contact** JUAN CRUZ

Address 3305 E. TONOPAH AVE **Phone:** (702) 448-0149 **Fax:** (702) 399-2727

City No LAS VEGAS NV, 89030 **State** NV **Zip** 89030

E-mail Address JCCONSTRUCTIONONV@HOTMAIL.COM

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This 26 day of March, 20 10.

[signature]

Notary Public in and for said County and State

SUNSHINE MUANGSOPA
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 7-13-2011
Certificate No: 03-83788-1

FOR DEPARTMENT USE ONLY

Case #	SUP-38029
Meeting Date:	6/24/10
Total Fee:	$1280
Date Received:*	4/20/10
Received By:	[signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

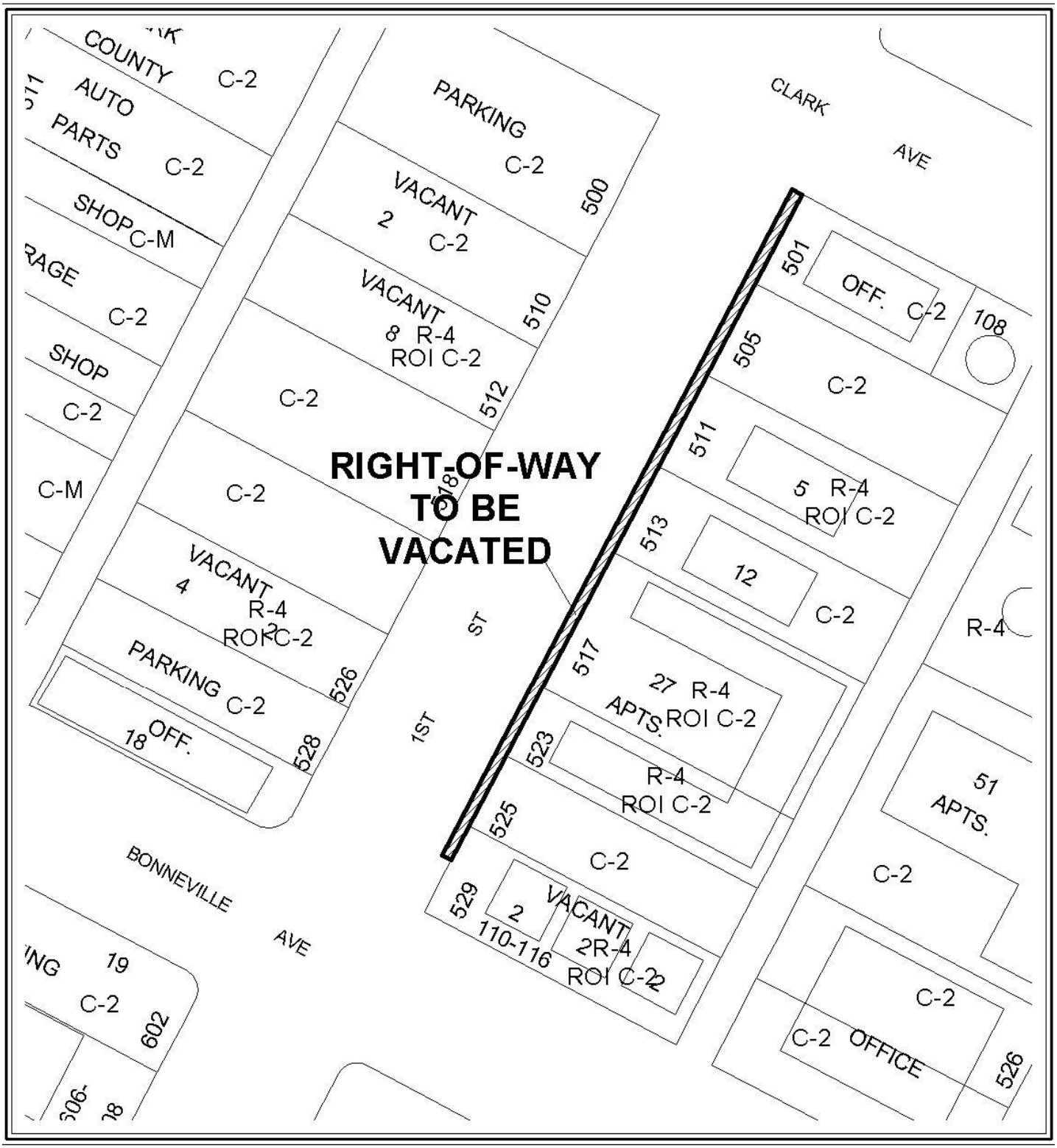
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-37884 - VACATION - PUBLIC HEARING - APPLICANT: FC VEGAS 39, LLC - OWNER: FC VEGAS 39, LLC, ET AL - Petition to Vacate the east six feet of public right-of-way commonly known as First Street and located between Clark Avenue and Bonneville Avenue, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

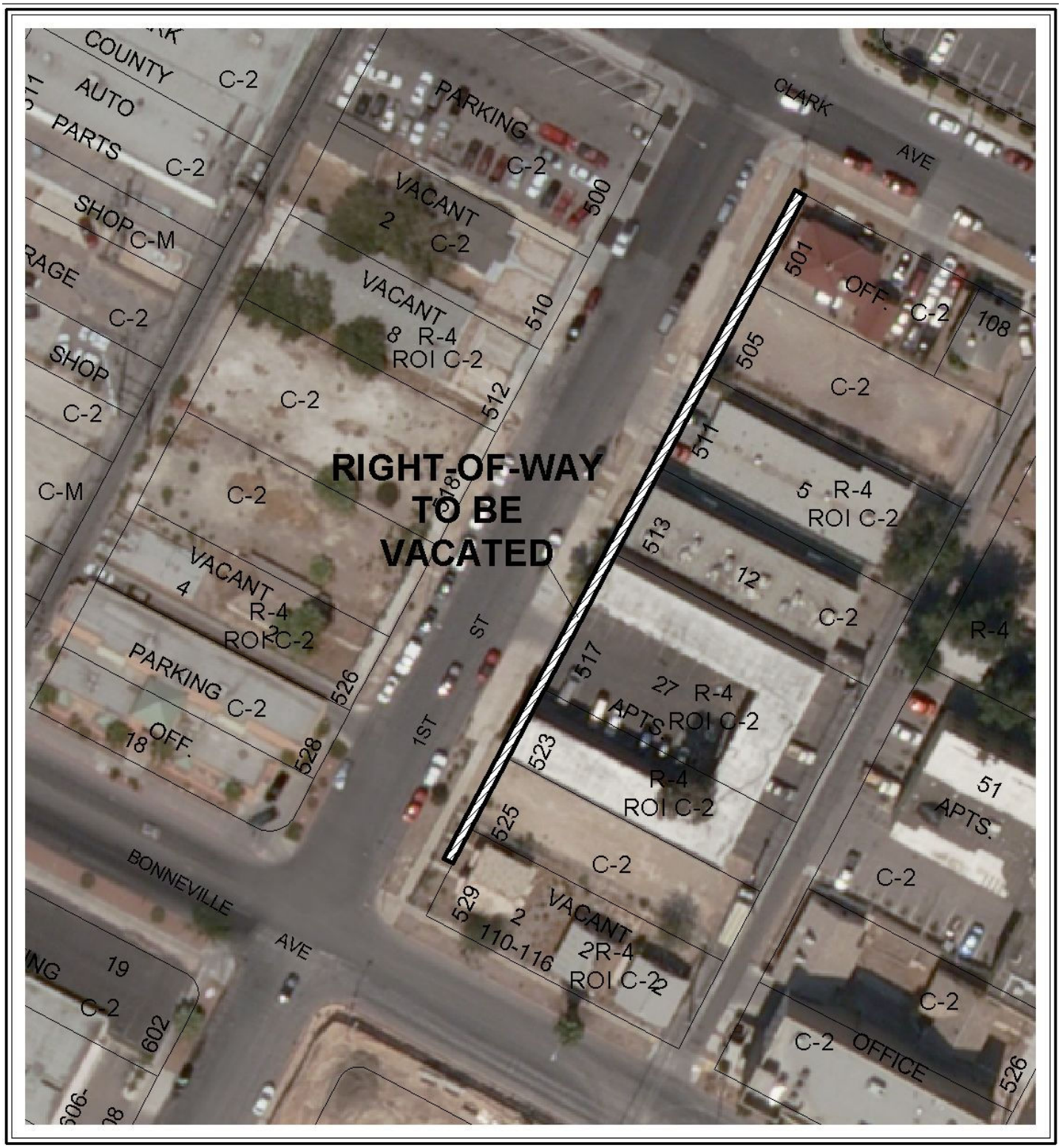
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: **VAC-37884**



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CASE: **VAC-37884**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FC VEGAS 39, LLC - OWNER: FC VEGAS 39, LLC, ET AL

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-37884	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

VAC-37884 CONDITIONS

1. The limits of this Petition of Vacation shall be the easternmost six feet of First Street between Clark Avenue and Bonneville Avenue.

2. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of the Order of Vacation.

3. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

4. All development shall be in conformance with code requirements and design standards of all City Departments.

5. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant

purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

6. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a petition to vacate the existing east six feet of First Street between Bonneville Avenue and Clark Avenue. The purpose of the vacation is to allow for continuity throughout the project located within the downtown redevelopment area. The vacation request is being submitted pursuant to the terms of the Bonneville-Clark connector Agreement and Right of Entry Agreement. Since the portion of right-of-way is no longer being utilized in its intended form, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) to reclassify property, including the subject parcels, in the area generally bounded by Main Street, Bonanza Road, Las Vegas Boulevard and Charleston Boulevard from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial) and C-V (Civic) to C-2 (General Commercial).
02/15/06	The City Council approved a request for a Site Development Plan Review (SDR-10451) for a 32-story residential building with 20,850 square feet of commercial spaces; a 25-story office building with 9,995 square feet of commercial space; and waivers of the Downtown Centennial Plan Building Placement Standards, Downtown Centennial Plan Streetscape and Downtown Centennial Plan Step Back requirements on 1.84 acres at 501 through 529 South First Street; 108 and 122 Clark Avenue; and 508 thru 514 South Casino Center Boulevard. Planning Commission and staff recommended approval.
02/15/06	The City Council approved a Special Use Permit (SUP-10452) for a proposed mixed use development for a 32 story building and a 25 story building on 1.84 acres at 501 through 529 South First Street; 108 and 122 Clark Avenue; and 508 through 514 South Casino Center Boulevard. Planning Commission and staff recommended approval.
02/15/06	The City Council approved a Special Use Permit (SUP-10453) for a 405 foot building in the Airport Overlay District on 1.84 acres at 501 through 529 South First Street; 108 and 122 Clark Avenue; and 508 through 514 South Casino Center Boulevard. Planning Commission and staff recommended approval.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #18/rg).

Most Recent Change of Ownership	
06/22/07	A deed was recorded for a change in ownership for 139-34-311-023, 025 through 031

Related Building Permits/Business Licenses
There are no related Building Permits or Business Licenses associated with this property.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held

Neighborhood Meeting
A neighborhood meeting is not required for this application, nor was one held.

Field Check	
04/22/10	Staff conducted a field check on the indicated date and noted the following: • No landscaping between the curb and sidewalk along First Avenue.

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office and Multi-Family Residential	C (Commercial)	C-2 (General Commercial) and R-4 (High Density Residential) under Resolution of Intent to C-2 (General Commercial) Zone
North	Parking and Government Buildings	PF (Public Facilities)	C-V (Civic)
South	Office and Multi-Family Residential	C(Commercial)	C-2 (General Commercial)
East	Parking and Government Buildings	PF (Public Facilities)	C-V (Civic)
West	Office and Multi-Family Residential	C (Commercial)	C-2 (General Commercial) and R-4 (High Density Residential) under Resolution of Intent to C-2 (General Commercial)

			Zone

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
A-O (Airport Overlay) District	X		Y
Live/Work Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

The above property is legally described as the east six feet of First Street, extending approximately 382 feet south of Clark Avenue. Said Property being a portion of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 34, Township 20 South, Range 61 East, M.D.M.

ANALYSIS

A) Planning Discussion

The six-foot wide right-of-way extends approximately 382 feet south of Clark Avenue. The vacation will allow for continuity throughout the project located within the downtown re-development area. The area of the proposed vacation is within the Office Core of the Downtown Centennial Plan. The vacation request is being submitted pursuant to the terms of the Bonneville-Clark connector Agreement and Right of Entry Agreement. Since the portion of right-of-way is no longer being utilized in its intended form, staff recommends approval of this request.

B) Public Works Discussion

We present the following information concerning this request to vacate certain public street ROW:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? Uniform. *The width of First Street will be 74 feet for the entire block between Clark Avenue and Bonneville Avenue.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since the street width will still be wide enough to accommodate two way traffic.*

C. Does it appear that the vacation request involves only excess right-of-way? *No, it is to vacate right-of-way unnecessary for the Bonneville/Clark couplet project.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Not parcels, but it is for the construction of the Bonneville/Clark couplet.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? *No.*

G. Does the Department of Public Works have an objection to this vacation request? *No.*

NOTICES MAILED 1 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-37884** APN: 139-34-311-023, 025-031

Name of Property Owner: FC Vegas 39, LLC

Name of Applicant: FC Vegas 39, LLC

Name of Representative: Dimitri Vazelakis

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 names(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: Dimitri G. Vazelakis

Subscribed and sworn before me

This _____ day of _____ ,20 ____

_____

Notary Public in and for said County and State

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APR 07 2010

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-37884 APN: 139-34-311-023, 025-031

Name of Property Owner: Livework, LLC

Name of Applicant: FC Vegas 39, LLC

Name of Representative: Dimitri Vazelakis

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 names(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: David Mitchell

Subscribed and sworn before me

This 2 day of April ,20 10

_____

Notary Public in and for said County and State

SARAH MOORE NOTARY PUBLIC STATE OF NEW YORK NO. 01MO6213730 QUALIFIED IN NEW YORK COUNTY

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-37884** APN: 139-34-311-023, 025-031

Name of Property Owner: FC Vegas 20, LLC

Name of Applicant: FC Vegas 39, LLC

Name of Representative: Dimitri Vazelakis

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 names(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: Dimitri G. Vazelakis

Subscribed and sworn before me

This _____ day of _____ ,20 ____

_____

Notary Public in and for said County and State

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On March 23, 2010 (Date) before me, Lisa M. Stevens, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Dimitri Vazelakis (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M Stevens (Signature of Notary Public)

LISA M. STEVENS
Commission # 1843392
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application / Petition Form

Document Date: — Number of Pages: 2

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis
- ☐ Individual
- ☒ Corporate Officer — Title(s): Authorized Rep.
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: FC Vegas 20, LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VACATION

Project Address (Location) First Street between Bonneville Ave & Clark

Project Name First Street Vacation **Proposed Use** N/A

Assessor's Parcel #(s) 139-34-311-023, 025-031 **Ward #** 3

General Plan: existing N/A proposed N/A **Zoning:** existing N/A proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information VAC-30172

PROPERTY OWNER Livework, LLC **Contact** David J Mitchell

Address 41 E. 60th Street **Phone:** 212-486-4444 **Fax:**

City New York **State** NY **Zip** 10021

E-mail Address djm@mitchellholdings.com

APPLICANT FC Vegas 39, LLC **Contact** Dimitri Vazelakis

Address 949 South Hope Street **Phone:** 213-416-2274 **Fax:**

City Los Angeles **State** CA **Zip** 90015

E-mail Address dimitrivazelakis@forestcity.net

REPRESENTATIVE VTN Nevada **Contact** Kathy Dancho

Address 2727 S. Rainbow Blvd. **Phone:** 702-253-2469 **Fax:** 702-362-2597

City Las Vegas **State** NV **Zip** 89146

E-mail Address kathyd@vtnnv.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 David Mitchell

Subscribed and sworn before me

This 2nd day of April, 20 10.

_____

Notary Public in and for said County and State

SARAH MOORE NOTARY PUBLIC NO. 01MO6213730 QUALIFIED IN NEW YORK COUNTY STATE OF NEW YORK

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Revised 10/21/08

FOR DEPARTMENT USE ONLY

Case #	VAC-37884
Meeting Date:	05/27/10
Total Fee:	$1000.00
Date Received:*	04/07/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VACATION

Project Address (Location) First Street between Bonneville Ave & Clark

Project Name First Street Vacation **Proposed Use** N/A

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Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information VAC-30172

PROPERTY OWNER FC Vegas 20, LLC **Contact** Dimitri Vazelakis

Address 949 South Hope Street **Phone:** 213-416-2274 **Fax:**

City Los Angeles **State** CA **Zip** 90015

E-mail Address dimitrivazelakis@forestcity.net

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Address 2727 S. Rainbow Blvd. **Phone:** 702-253-2469 **Fax:** 702-362-2597

City Las Vegas **State** NV **Zip** 89146

E-mail Address kathyd@vtnnv.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 Dimitri G. Vazelakis

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

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APR 07 2010

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAC-37884
Meeting Date:	05/27/10
Total Fee:	$1000.00
Date Received:*	04/07/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VACATION

Project Address (Location) First Street between Bonneville Ave & Clark

Project Name First Street Vacation **Proposed Use** N/A

Assessor's Parcel #(s) 139-34-311-023, 025-031 **Ward #** 3

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Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information VAC-30172

PROPERTY OWNER FC Vegas 39, LLC **Contact** Dimitri Vazelakis

Address 949 South Hope Street **Phone:** 213-416-2274 **Fax:**

City Los Angeles **State** CA **Zip** 90015

E-mail Address dimitrivazelakis@forestcity.net

APPLICANT FC Vegas 39, LLC **Contact** Dimitri Vazelakis

Address 949 South Hope Street **Phone:** 213-416-2274 **Fax:**

City Los Angeles **State** CA **Zip** 90015

E-mail Address dimitrivazelakis@forestcity.net

REPRESENTATIVE VTN Nevada **Contact** Kathy Dancho

Address 2727 S. Rainbow Blvd. **Phone:** 702-253-2469 **Fax:** 702-362-2597

City Las Vegas **State** NV **Zip** 89146

E-mail Address kathyd@vtnnv.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 Dimitri G. Vazelakis

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

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Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAC-37889
Meeting Date:	05/27/10
Total Fee:	$ 1000.00
Date Received:*	04/07/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On March 23, 2010 (Date) before me, Lisa M. Stevens, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Dimitri Vazelakis (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

LISA M. STEVENS
Commission # 1843392
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application / Petition Form

Document Date: — Number of Pages: 2

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dimitri Vazelakis
☐ Individual
☒ Corporate Officer — Title(s): Authorized Rep.
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: FC Vegas 39, LLC

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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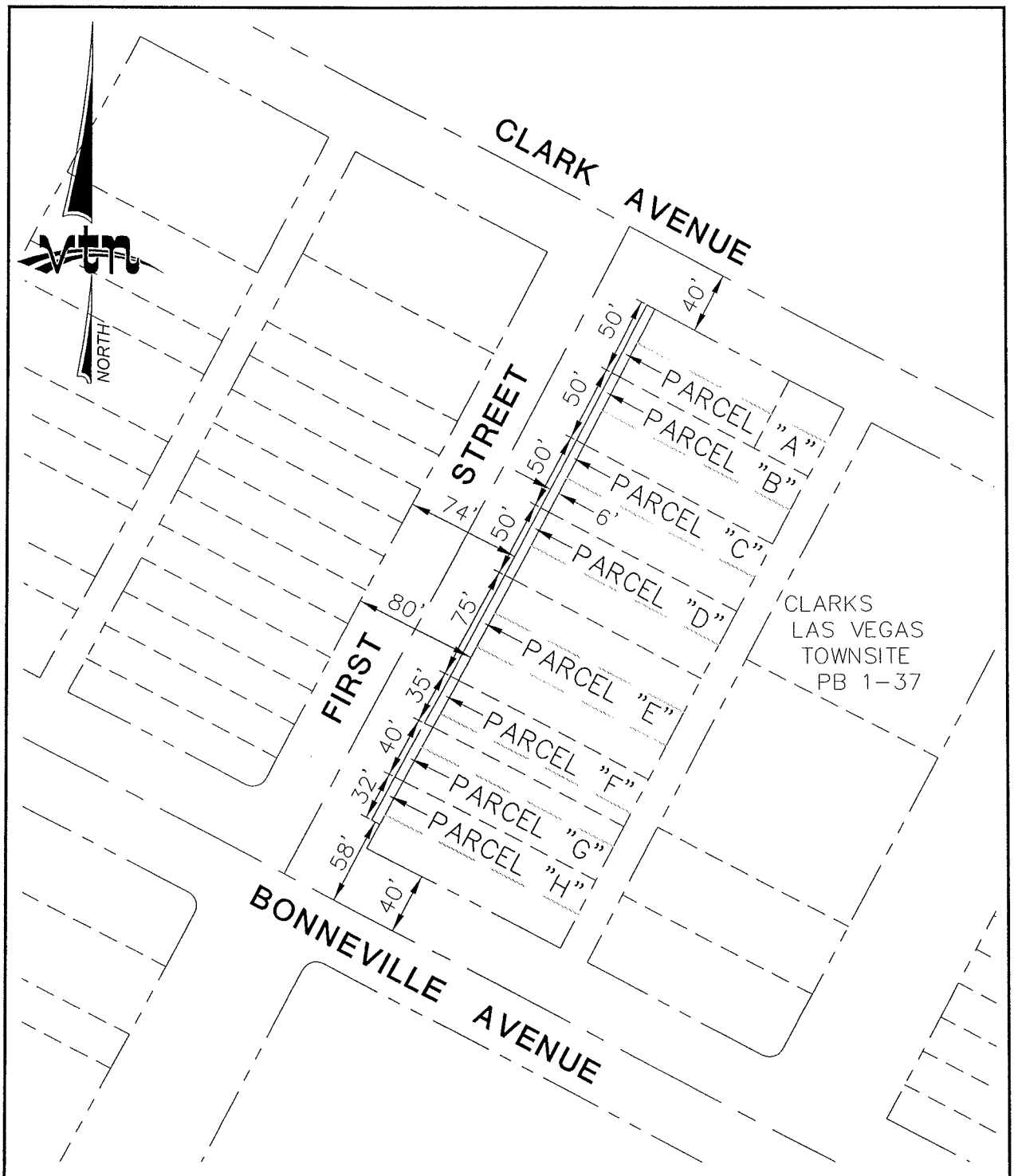

G:\7118\LEGALS\7118-LGL.dwg (VAC-firstst)

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

VACATION
RIGHT-OF-WAY
FIRST STREET

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SCALE	HORZ. **NONE**
	VERT. **NA**
W.O. NO.	**7118-A-2**
DRAWN BY:	**VCL**
DATE	**03/18/10**
SHEET	**1** OF **1**

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VAC-37884



VAC-37884 - APPLICANT: FC VEGAS 39, LLC - OWNER: FC VEGAS 39, LLC, ET AL
FIRST STREET, BETWEEN CLARK AND BONNEVILLE AVENUES

04/22/10



VAC-37884 - APPLICANT: FC VEGAS 39, LLC – OWNER: FC VEGAS 39, LLC, ET AL
FIRST STREET, BETWEEN CLARK AND BONNEVILLE AVENUES

04/22/10

vtn nevada
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3/30/2010
W.O. 7118-A-2

City of Las Vegas Planning & Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101

RE: JUSTIFICATION FOR VACATION OF FIRST STREET

On behalf of our client, FC Vegas 39, LLC, FC Vegas 20, LLC, and LiveWork LLC (collectively "FCLW"), VTN Nevada respectfully submits this vacation application to vacate the east 6 feet of First Street between Bonneville Avenue and Clark Avenue.

FCLW intends to master plan the entire 2 city blocks bisected by First Street between Bonneville Avenue and Clark Avenue. The vacation will allow for continuity throughout the project located within the downtown re-development area. Further, the vacation request is being submitted pursuant to the terms of the Bonneville-Clark connector Agreement and Right of Entry Agreement which is being negotiated between FCLW and the City staff.

We appreciate your consideration of this request. Should you have any questions or concerns please contact me at 702-873-7550.

Sincerely,

VTN NEVADA

David Edwards, P.E.
Principal

RECEIVED
APR 07 2010
VAC-37884

2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
TEL. (702) 873-7550 FAX: 362-2597

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

MOD-30617 - TABLED ITEM – RENOTIFICATION - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Request for a Major Modification to the Lone Mountain West Plan to Amend the Land Use Designation FROM: L (LOW DENSITY RESIDENTIAL) and P (PARK/SCHOOL/RECREATION/OPEN SPACE) TO: PF (PUBLIC FACILITIES) on 5.07 acres located approximately 660 feet east of the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-011 and 137-12-410-003), PD (Planned Development) Zone [L (Low Density Residential) Lone Mountain West Land Use Designation] and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [P (Park/School/Recreation/Open Space) Lone Mountain West Land Use Designation], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

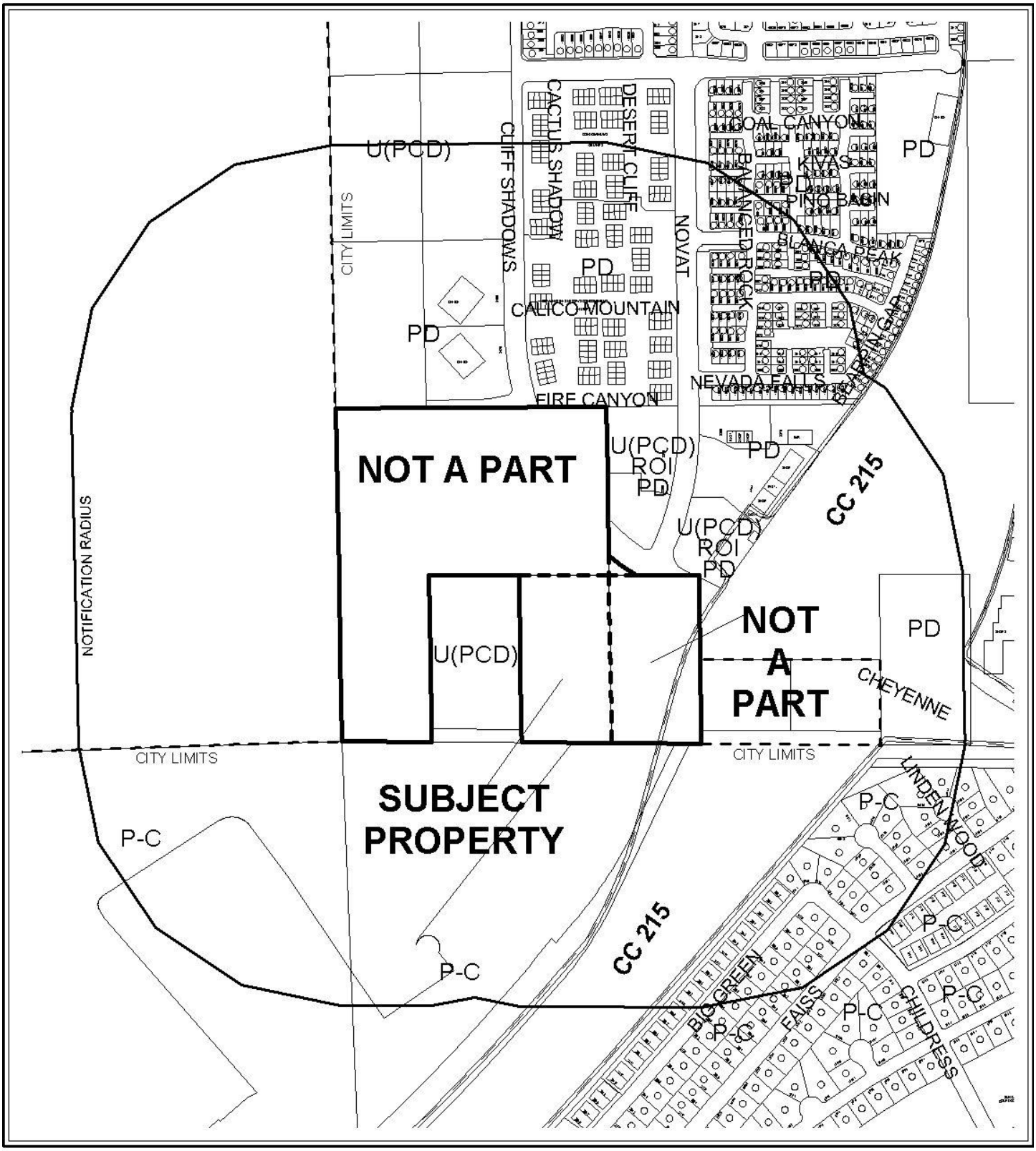
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Shared Parking Agreement
6. Justification Letter



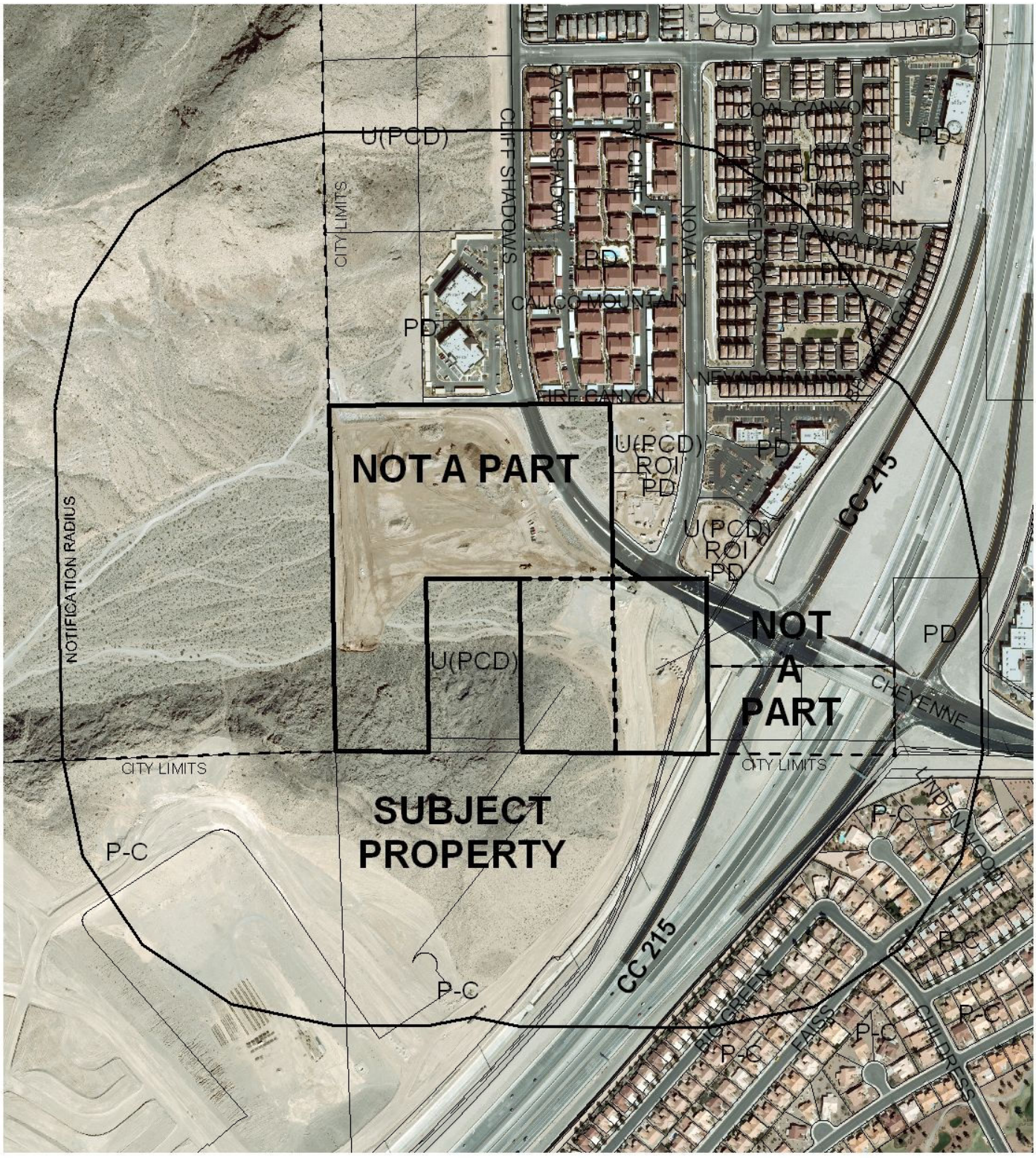
0 400 800 Feet

CASE: **MOD-30617**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [L (LOW DENSITY RESIDENTIAL) LONE MOUNTAIN WEST LAND USE DESIGNATION] ; U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] [P (PARK/SCHOOL/RECREATION/ OPEN SPACE) LONE MOUNTAIN WEST LAND USE DESIGNATION] AND C-V (CIVIC) ZONE

PROPOSED ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES) LONE MOUNTAIN WEST LAND USE DESIGNATION]



CASE: **MOD-30617**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [L (LOW DENSITY RESIDENTIAL) AND P (PARK/SCHOOL/ RECREATION/OPEN SPACE)] LONE MOUNTAIN WEST LAND USE DESIGNATION

PROPOSED ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES)] LONE MOUNTAIN WEST LAND USE DESIGNATION

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.

THIS ITEM WAS TABLED AT THE APRIL 1, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Modification of the Lone Mountain West Land Use Plan from L (Low Density Residential) and P (Park/School/Recreation/Open Space) to PF (Public Facilities) Land Use Designation on 5.07 acres located at the southwest corner of the intersection of Cliff Shadows Parkway and Novat Street. The applicant has also submitted a request for Rezoning from U (Undeveloped) [PCD (Planned Community Development) General Plan designation] to PD (Planned Development) for one of the two affected parcels, and a Site Development Plan Review (SDR-37942) for a Church/House of Worship and related school facility at the subject site.

The proposed amendment to PF (Public Facilities) is compatible with the surrounding P (Park/School/Recreation/Open Space) and L (Low Density Residential) Lone Mountain West land use designations, and the PD (Planned Development) zoning, and the proposed use of a Church/House of Worship is consistent with the proposed PF (Public Facilities) designation; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/03	The City Council approved an Annexation (A-0038-02) for the subject property as part of a larger request. The Planning Commission recommended approval. The effective date was 2/14/03.
12/17/03	The City Council approved a Rezoning (ZON-3209) to PD (Planned Development), a Major Modification (MOD-3206) to add approximately five acres to the Lone Mountain West Master Plan area and to amend the Plan to allow churches within all residential land use designations with approval of a Special Use Permit (SUP-3304) for the Church/House of Worship. The Planning Commission and Staff recommended denial as no Site Development Plan Review accompanied the application for a Special Use Permit. A two year approval was granted for the Church and pre-school, set to expire 12/17/05. The Planning Commission and Staff recommended denial.
03/01/06	The City Council approved a request for an Extension of Time (EOT-11349) of an approved Special Use Permit (SUP-3304) that allowed a Church/House of Worship and a Preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval. A one-year extension was granted, set to expire 12/17/07.

02/06/08	The City Council approved a request for a second Extension of Time (EOT-26060) for an approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval. The Special Use Permit is set to expire on 12/17/09.*
04/01/09	At the request of the applicant, the City Council tabled requests for a Major Modification (MOD-30617), Rezoning (ZON-31062), Variances (VAR-30620 and VAR-31394), Vacation (VAC-30622) and a Site Development Plan Review (SDR-30614) for a Church/House of Worship located at the southwest corner of Cliff Shadows Parkway and the 215 Beltway. The Planning Commission recommended approval of all requests, whereas staff recommended approval of the Major Modification, Rezoning and Vacation, but recommended denial on the Variances and the Site Development Plan Review.
02/03/10	The City Council approved a request for an Extension of Time (EOT-36912) of a previously approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool at 3319 Cliff Shadows Parkway. Staff recommended approval.
05/27/10	The Planning Commission recommended approval of a Site Development Plan Review (SDR-37942) for a proposed two-story, 35-foot high, 66,192 square-foot church/house of worship with waivers of the Lone Mountain West wall and landscape standards to allow retaining walls up to 16 feet in height and zero-foot landscape buffers along portions of the north, south, east, and west perimeters; and a Variance (VAR-37943) to allow 119 parking spaces where 338 spaces are required on 9.12 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway.

Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with the subject site,	
Pre-Application Meeting	
07/10/08	A pre-application meeting was held to discuss the requirements for submitting applications for a Major Modification, Site Development Plan Review and Variance. Also discussed were the requirements for meeting the Hillside Development standards and guidelines.
03/09/10	A pre-application meeting was held to review proposed changes for a previously submitted project. The changes will require re-submittal of a Site Development Plan Review and a Variance for parking.

Neighborhood Meeting	
11/13/08	A neighborhood meeting was held on Thursday, November 13, 2008 at 6:30 p.m. at the YMCA Building located at 3521 North Durango Drive, Las Vegas, Nevada. The meeting was attended by seven representatives for the applicant, five members of the general public and one staff person from the Planning and Development Department. The applicant gave a brief presentation detailing the development of the proposed church and school. It was indicated that the facility will be approximately 90,000 SF in size, and the school will include kindergarten through fifth grade, as well as pre-school classes. Questions and concerns from the public were as follows: • Concern about the 85' height of the building and impact on views. • Questions about the number of church goers; the applicant responded that Phase I would accommodate approximately 500-600, and Phase II would accommodate somewhere between 1,000 and 1,500. • A resident questioned whether the perimeter trees shown in the rendering would actually be planted; the applicant responded that the trees were required by code. • A resident asked why the Waiver from the landscape standards was necessary; the applicant responded that landscaping was required along all property lines, and they wanted to leave the sloping portion of the hillside undisturbed. • Concern was expressed about traffic control at Desert Hope Drive and Cliff Shadows Parkway; the applicant responded that they would conform to the previously-approved traffic study (submitted by Pulte for the Reverence development to the south). • A question was raised about the construction timeframe; the applicant responded that they hoped to have Phase I completed in four years. • Residents expressed approval for the earth-tone color scheme of the building and materials, in the hope that it would blend in with the adjacent hillside. It was reiterated by a resident that the principal concern with the project was the height of the building, but that they were otherwise in favor of the project.

01/26/09	An additional neighborhood meeting was held on Monday, January 26, 2009 at 6:00 p.m. at the YMCA Building located at 3521 North Durango Drive, Las Vegas, Nevada. The meeting was attended by three representatives for the applicant, forty two members of the general public, with additional people standing in the hallway outside the room, one councilman, three commissioners, and two staff persons (one each from Field Operations and the Planning and Development Department). The applicant gave a brief presentation regarding the project, and displayed several photo renderings of the proposed structure. The applicant did not have any site plans available to show to the members of the public. It was noted that the applicant would be constructing an additional parking area off-site on BLM land leased by the City of Las Vegas. The following questions and issues were raised by the audience: • There were issues regarding the size of the congregation and the resulting impact to the neighborhood. • Several residents commented that the proposed tower was too tall and would impact views of the mountains. • Concerns were raised about traffic that would be generated by the proposed use. • Concerns were raised about the parking variance. • Questions were asked about the exterior materials and appearance of the building, and whether it would blend in to its location. • Several residents commented that they moved to the Lone Mountain West area because it was quiet and had great views, and expressed concern that the proposed church would impact their quality of life and property values. • Several attendees stated that the proposed church would be beneficial to the area. At the end of the meeting, attendees were asked to indicate whether or not they were members of the International Church of Las Vegas, and whether or not they lived within the notification area.
04/05/10	There was a voluntary Neighborhood Meeting held at Mountain Crest Community Center, 4701 North Durango Drive, Las Vegas, Nevada 89129, from 6:30 pm to 7:10 pm. In attendance were five members of the general public, three representatives for the applicant and two staff members (one City Council liaison and one Planning and Development). The applicant representatives announced that the height of the church building was reduced to 35 feet, and the area of the building would total 66,192 square feet, built in two phases; approximately 27,000 square feet in Phase I, and approximately 39,000 square feet in Phase II. The public still had concerns: • Site disturbance • Traffic study

Field Check	
10/14/08	A field check was conducted by staff. The site is vacant and undeveloped, with an unpermitted chain link fence around the perimeter. It has been partially graded to allow for construction staging activities for the Desert Hope Drive right-of-way and a nearby drainage project; there are concrete barriers and pipe stored on the site.

Details of Application Request	
Site Area	
Gross Acres	5.07 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped, Vacant	PCD (Planned Community Development)	PD (Planned Development) [L (Low Density Residential) Lone Mountain West Land Use Designation] and U (Undeveloped) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation] [**Proposed**: PD (Planned Development) [PF (Public Facilities) Lone Mountain West Land Use Designation]
North	Vacant (SDR-7404 approved for an Equestrian Trailhead, under construction)	PCD (Planned Community Development)	CV (Civic) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation]
	Vacant (SDR-21198 approved for a Financial Institution, General with Drive Thru, under construction)	PCD (Planned Community Development)	PD (Planned Development) [V-C (Village Commercial) Lone Mountain Land Use Designation]

	Vacant (SDR-15956 approved for a Service Station and Auto Repair Garage, Minor, under construction)		
South	Undeveloped (Village 26 – Reverence)	SUM (Summerlin)	PC (Planned Community)
East	Undeveloped, Vacant	PCD (Planned Community Development)	CV (Civic) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation]
West	Undeveloped, Vacant	PCD (Planned Community Development)	U (Undeveloped) [L (Low Density Residential) Lone Mountain West Land Use Designation]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Lone Mountain West	X		N
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Hillside Development Area	X		N
Trails	X		N
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

- **Land Use and Zoning**

  The subject site has a General Plan designation of PCD (Planned Community Development), which allows for a mix of residential uses that maintains an average overall density of 2-8 dwelling units/gross acre, depending upon compatibility with adjacent uses. In addition,

commercial, public facilities, and office projects may be used as buffers (depending on compatibility issues) within the PCD. It is zoned PD (Planned Development) and U (Undeveloped) [PCD (Planned Community Development)], but the applicant has requested a Rezoning (ZON-31062) to PD (Planned Development) for the entire site, which is consistent with the existing General Plan designation. The intent of the PD (Planned Development) district is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, and cultural enrichment, or to provide a single-purpose or multi-use planned development.

The subject site is within the Lone Mountain West Master Plan area and subject to the Lone Mountain West Master Development Plan adopted by City Council on February 5, 1997. The existing Lone Mountain West land use designations for the subject site are L (Low Density Residential) and P (Park/School/Recreation/Open Space). The applicant is requesting to amend these to PF (Public Facilities), which is intended to include uses such as schools, churches and other quasi-public facilities. The applicant has submitted a Site Development Plan Review (SDR-37942) for a Church/House of Worship and related school facility at the location, which is compatible with the proposed land use designation. Staff recommends approval of this Major Modification request.

FINDINGS

In order to approve a Major Modification application, pursuant to the Lone Mountain West Master Development Plan, Section 1.5.2, and Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed Lone Mountain West land use designation of PF (Public Facilities) is consistent with the PCD (Planned Community Development) General Plan designation.

2. **"The uses which would be allowed on the subject property by approving the Major Modification will be compatible with the surrounding land uses and zoning districts."**

   The uses allowed by the PF (Public Facilities) Lone Mountain West land use designation, including public and quasi-public facilities, are compatible with the uses allowed by the surrounding P (Park/School/Recreation/Open Space) and L (Low Density Residential) Lone Mountain West land use designations, as well as the SUM (Summerlin) designation to the south.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the Major Modification."**

The subject site is located adjacent to the La Madre Equestrian Trailhead, which is under construction. The Church/House of Worship, as proposed, will share some parking facilities for the equestrian trailhead with the City of Las Vegas, thereby giving the appearance of a larger planned development at a very prominent entryway to the Lone Mountain, Lone Mountain West and Summerlin Master Plan areas. It will also act as a transitional buffer between the CC 215 right-of-way and these plan areas.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site will be accessed by two driveways; a driveway that will serve the subject site, the La Madre Trailhead park and the adjacent property to the west, with access from Cliff Shadows Parkway, which is classified as an 80-foot Secondary Collector, and a second driveway with access from the future Desert Hope Drive, which is anticipated to be a Secondary Collector in the Master Plan of Streets and Highways.

PLANNING COMMISSION ACTION

At the Planning Commission Meeting there were 12 speakers in favor of this application and four opposed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 531 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **MOD-30617** APN: 137-12-401-011

Name of Property Owner: CHURCH INTERNATIONAL LAS VEGAS

Name of Applicant: CHURCH INTERNATIONAL LAS VEGAS

Name of Representative: SOUTHWEST ENGINEERING

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: PAUL GOULET

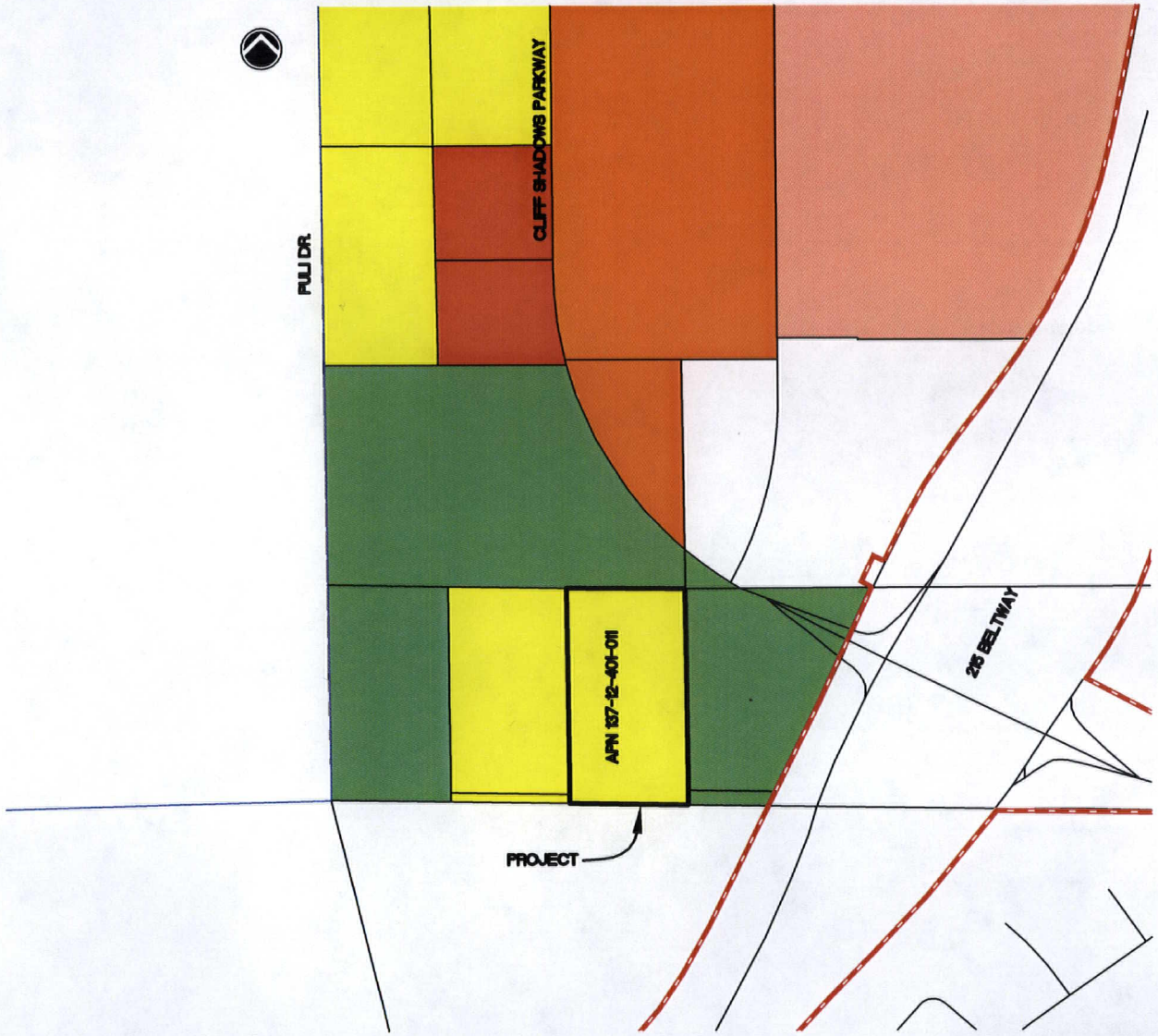
Subscribed and sworn before me

This 23RD day of SEPTEMBER, 20 08

_____

Notary Public in and for said County and State

MIRIAM R. SCHARSCH
Notary Public, State of Nevada
Appointment No. 03-80745-1
My Appt. Expires March 15, 2011



RECEIVED

OCT 06 2008

LEGEND

- LOW
- MULTI-FAMILY MEDIUM
- MEDIUM LOW
- PARK/SCHOOL/RECREATION/OPEN SPACE
- VILLAGE COMMERCIAL
- CITY LIMITS

MOD-30617

11/20/08 PC

NO.	DATE	BY	APP'VD.	REVISION DESCRIPTION

STAMP DATE:

DIMENSIONS
SOUTHWEST LAND PLANNING · MAPPING · DEVELOPMENT

TITLE: **LOCATION MAP**
LONE MOUNTAIN WEST LAND USE

PROJECT: **PRAYER MOUNTAIN**
INTERNATIONAL CHURCH OF LAS VEGAS
CITY OF LAS VEGAS NEVADA

WORK ORDER NO.: 050915
DESIGN BY: JJ
DRAWN BY: JJ
DATE: Oct 02, 2008
SCALE:
SHEET 1 OF 1 SHEETS
CLV DWG NO.:

Q:\dd_proj\050915\dwg\Exhibit\SHADED LAND USE PLAN.dwg Oct 02, 2008 - 11:16am (Plotted by: pdarragh)

SHARED PARKING AGREEMENT

This Shared Parking Agreement ("AGREEMENT") is made and entered into this ___ day of _____, 2009 ("Effective Date"), between the City of Las Vegas, a municipal corporation in the State of Nevada ("CITY") and The International Church of Las Vegas, a nonprofit organization ("ICLV"). CITY and ICLV are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the CITY is a governmental entity, which leases from the Bureau of Land Management (BLM), through Recreation and Public Purpose Lease serial number N-75746, the real property located at Cliff Shadows Parkway and Novat Street, Las Vegas, Nevada (the "Property"); and

WHEREAS, ICLV desires to use a portion of the Property for parking purposes; and

WHEREAS, the CITY has agreed to enter into this AGREEMENT subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Property is 4.057 acres of BLM leased land identified as a portion of Assessor's Parcel Number's 137-12-401-001 and 137-12-401-040 as depicted in Exhibit "A," attached hereto and incorporated herein.

2. The CITY grants the ICLV the right to use the Property for parking and no other use. The ICLV acknowledges that this AGREEMENT does not grant exclusive use of the Property for parking at any time because the Property is a public facility and open to public use.

3. The CITY shall pursue obtaining a patent on the Property from the Bureau of Land Management ("BLM") once development has been completed.

4. ICLV acknowledges that it shall construct and maintain the parking lot and other conditions of development though a separate agreement with the CITY.

5. Each Party shall have the right to terminate this Agreement immediately upon written notice to the other party if (i) the other party breaches any term of this Agreement, which the other party has failed to cure within thirty days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree to terminate this Agreement; or (iii) the Property reverts to the BLM for any reason.

6. The term of this Agreement shall begin on the Effective Date and terminate on May 21, 2032 ("Termination Date"). Within ninety days of the Termination Date, the ICLV shall notify the CITY in writing of its intentions to request an extension of this Agreement. An extension for any term shall be at the sole discretion of the CITY.

7. Indemnity. ICLV hereby agrees to protect, indemnify, and hold the CITY, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CITY, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY,

MOD-30617 ZON-31062
VAR-30620 VAR-31394
VAC-30622 SDR-30614

its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the ICLV or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the ICLV, officers, its employees, contractors, subcontractors, visitors, volunteers or agents in the performance of this AGREEMENT.

The ICLV expressly agrees, at its sole cost and expense, to defend City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the ICLV has agreed to indemnify the CITY, its officers, employees and agents. If the ICLV fails so to do, the CITY shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the ICLV.

8. General Liability. The ICLV shall maintain the following general liability insurance for the Property:

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:	ICLV
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To ICLV:	Ron Portaro 7958 Lookout Rock Circle Las Vegas, Nevada 89129 Attn: Ron Portaro (702) 610-1919 phone (702) 395-8707 fax
With Copy to:	International Church of Las Vegas 8100 Westcliff Dr. Las Vegas, Nevada 89145 Attn: Michael Bradanini (702) 242-2273 phone (702) 242-5316 fax
To CITY:	City of Las Vegas Real Estate & Utilities 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101 Attn: Real Estate Administrator (702) 229-1022 phone (702) 464-2522 fax

10. Assignment and Subletting. ICLV shall not assign or encumber its interest in this AGREEMENT or in the Property or sublease all or any part of the Property without the written consent of the CITY.

11. Modification or Amendments. No amendment, change or modification of this AGREEMENT shall be valid unless in writing and signed by both parties.

12. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, ICLV warrants that it has disclosed on the form attached as Exhibit "B," all principals and partners of ICLV, as well as all persons and entities holding more than a one percent (1%) interest in ICLV or any principal of ICLV. Throughout the term hereof, ICLV shall notify the CITY in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the CITY and ICLV have executed this AGREEMENT as of the date set forth above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

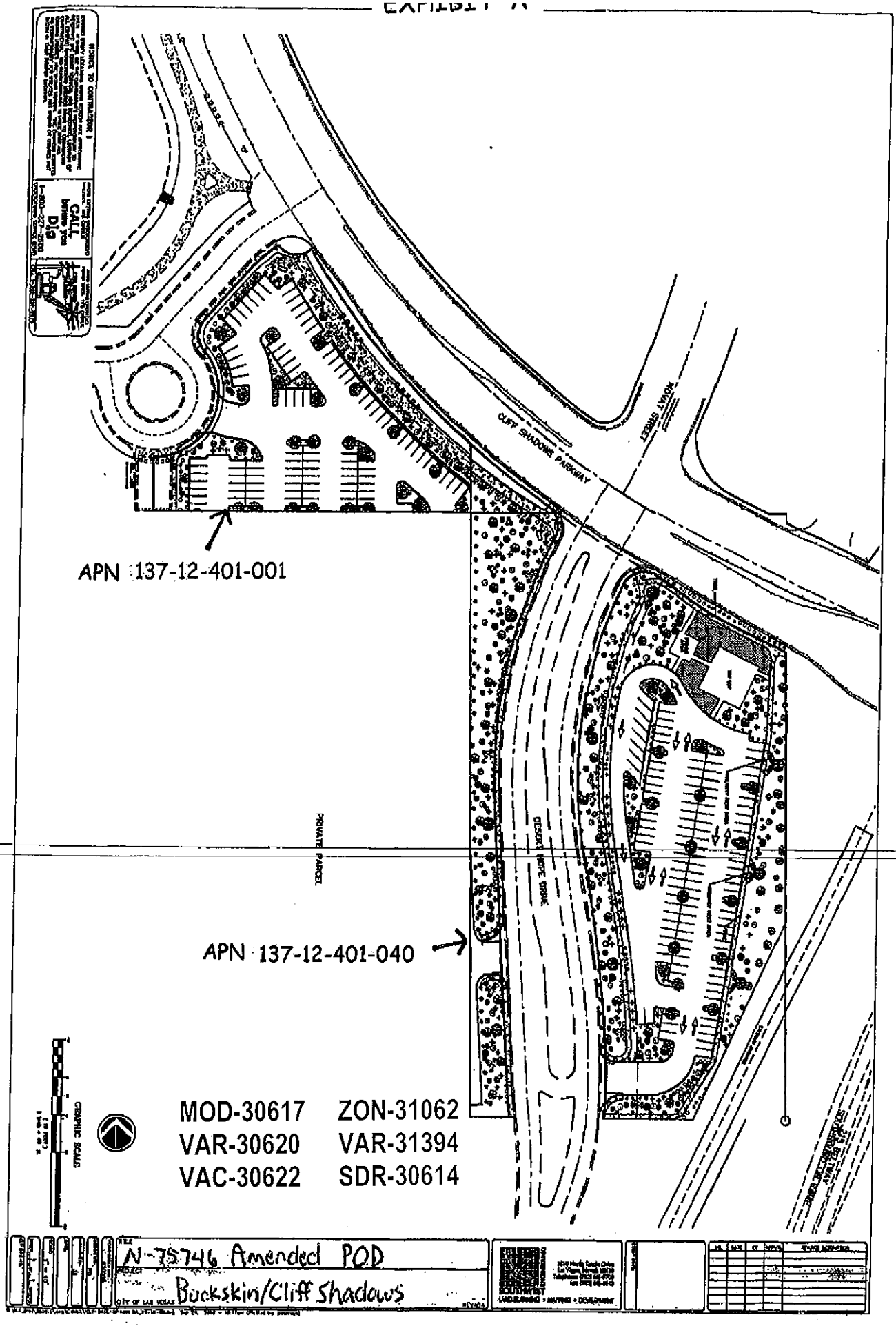
_____
BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 1/20/09
DEPUTY CITY ATTORNEY Date

INTERNATIONAL CHURCH
OF LAS VEGAS

By: _____



CLIFF SHADOWS PARKWAY
NOVAY STREET
APN 137-12-401-001
PRIVATE PARCEL
DESERT HOPE DRIVE
APN 137-12-401-040
MOD-30617
ZON-31062
VAR-30620
VAR-31394
VAC-30622
SDR-30614
GRAPHIC SCALE
N-75746 Amended POD
Buckskin/Cliff Shadows

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors The International Church of Las Vegas and all persons and entities holding more than 1% interest in The International Church of Las Vegas are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. President Paul M. Gaulet	8100 Westcliff Drive	242-2273
2. Vice President Steve Beason	" "	"
3. Treasurer Stanley Loupe	" "	"
4. Secretary Richard Sacca	" "	"
5.		
6.		
7.		
8.		
9.		
10.		

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

The International Church of Las Vegas
a Non-Profit organization

By: _____
Its: President

Subscribed and sworn to before me this
21st day of January, 2009.

_____
Notary Public

NORMA URRABAZO
Notary Public, State of Nevada
Appointment No. 03-80746-1
My Appt. Expires February 16, 2011

MOD-30617 ZON-31062
VAR-30620 VAR-31394
VAC-30622 SDR-30614

SOUTHWEST ENGINEERING
LAND PLANNING • MAPPING • DEVELOPMENT

October 3, 2008

City of Las Vegas Planning Department
400 Stewart Avenue
Las Vegas, NV 89101

RE: ICLV Prayer Mountain
SWE Project No. 050915.10

Dear Planning Commission:

On behalf of our client, International Church of Las Vegas, we hereby request recommendation for approval of the following items:

MAJOR MODIFICATION
This application is for a 5+ acre parcel(s) located at the south end of The Lone Mountain West Land Use Plan at the southwest corner of Desert Hope Drive and Cliff Shadows Parkway. Additionally, the application includes Parcel I, II, and III as depicted in Exhibit "A" of the Disposition and Development Agreement between the City of Las Vegas and the International Church of Las Vegas.

These combined parcels, referred to as the "Project", is designated for "L", low density residential development and Park/School uses. The surrounding parcels to the west and northwest of the Project are designated for Park/School/Recreation/Open Space and Low Density residential. The parcels to the north are designated for Village Commercial and to the east is the Beltway.

We are requesting a Major Modification to change from low density residential and park/school uses, to "PF", Public Facility, for the construction of a Church/School facility. The Project consists of a multi-story 1,500-seat church; 28,100 square feet of meeting rooms and main assembly (multi-purpose); 15,770 square feet of office/lobby/prayer room space; and 1,400 square feet of kitchen and storage at ultimate build out.

Phase 1 will consist of 218 total staff and student day care rooms, 6,000 square feet of lobby, 8,600 square feet of assembly/multi-purpose room, and 1,400 square feet of kitchen/storage in 2 stories adjacent to a 5-story tower with 9,000 square feet of office/prayer rooms. Phase II will consist of the remaining 19,500 square feet of meeting rooms and the 1,500-seat church on levels 1 and 2.

MOD-30617
11/20/08 PC

The project is suited for this area because the site is situated adjacent to the freeway interchange at 215 and Cheyenne that will provide direct access to this Project. In addition, being adjacent to the Village Commercial makes this a compatible use with the surrounding area's commercial and retail uses.

SITE DEVELOPMENT PLAN REVIEW

As mentioned previously, the Project is situated within the Lone Mountain Land Use Plan and will be developed for use as a church/school. Specifically, the uses will include office space, classrooms, daycare, kitchen, chapel, meditation, recreation, entertainment and retail. The retail will be for church members only and will consist of light refreshments.

The access to this Project is through the La Madre Equestrian Trail Park to the north and from Desert Hope Drive to the east. These two accesses will provide the necessary access and movement for both patrons of the church as well as emergency vehicles for fire and safety. There will be a fire emergency access around the rear of the building to accommodate the circulation of fire safety personnel.

Parking for the Project will be situated within the parcel that the church occupies as well as the parcel(s) to the east of Desert Hope Drive and the La Madre Equestrian trailhead. Parking for the Project is tabulated and shown on the site plan. The total cumulative parking as shown on this tabulation indicates that 540 spaces are required. However, all uses shown on the tabulation will not be conducted simultaneously. Our analysis, with regards to the uses that occur simultaneously, indicate that the most intense use occurs during church services. The only other use that occurs in conjunction with those services is Sunday School. Sunday School is for the children of the adults attending the church services and, therefore, does not add to the total of parking required. Therefore, the total maximum amount of parking required would be during church services, or 375 spaces. The Project as configured provides for 395 parking spaces.

Of the parking spaces provided, a total of 275 spaces are provided on the parcel the church is situated on. The balance of the parking will come from the parcel on the east side of Desert Hope Drive. The pedestrians will cross over to the church via a cross walk at the intersection of Cliff Shadows Parkway and Desert Hope Drive.

A Disposition and Development Agreement was entered into between the City of Las Vegas and the International Church of Las Vegas on January 9, 2008. Pursuant to this agreement, the City grants ICLV the right to use these parcels for overflow parking and recreational purposes associated with their organization.

Title 19.06.170(D)(4)(b) of the Hillside Development Standards and Guidelines requires preservation of prominent skyline ridges. This plan complies with that requirement as can be shown on the "Line of Site Cross Section" plan. The building, including the 5-story tower, is

well below the prominent ridge line as viewed by a pedestrian from the intersection of Cliff Shadow and Desert Hope Drive.

VARIANCES

Title 19.06.170(C)(1)(c) and (d) of the Hillside Development Standards and Guidelines restricts us to a maximum site disturbance based on the existing natural slope of the land. The total area of disturbance allowed as shown on the "Slope Analysis" plan provided is 3.56 acres. The disturbance as a result of this development amounts to 3.78 ac.

This development exceeds the allowable site disturbance area by 0.22 acres or approximately 6% over the maximum allowed. We are requesting that a variance be granted to this project. We believe this is a reasonable request due to its proximity to the Beltway and the deviation is less than 10%.

Title 19.06.170(C)(4)(e) of the Hillside Development Standards and Guidelines restricts the height of the structure to no more than 35'. In addition, a minimum of 20' of the structure must be lower than the elevation of the primary ridge line.

The main building and tower are considerably below the primary ridge line and no variance will be required for that portion of the ordinance. However, the main building is 36' in height and the tower is 85' in height. We are requesting that a variance be granted to this portion of the ordinance. We believe this is a reasonable request given the minimal amount of deviation of only 1' for the main building. Despite the tower's height being much greater than allowed, we believe this variance is reasonable because the tower comprises only 60' of a 400' wide building, or only 15% of the total width. The intent of the hillside ordinance is maintained because not only the main building is below the primary ridge line but the tower is as well.

Title 19.12.075 allows for a maximum retaining wall height of 6 feet. Due to the steep terrain of this project, we are requesting a variance to allow a maximum retaining wall height of 16 feet. We believe this is a reasonable request because these walls will be located behind the building and obscured from view in keeping with the intent of the Hillside ordinance.

VACATIONS

We are requesting that the patent easements surrounding parcels 137-12-401-003 and –011 be vacated. These patents will no longer be needed as we will be dedicating access, drainage, and utility easements as necessary with the development of this project.

Sincerely,
SOUTHWEST ENGINEERING

Mark E. Jones

Mark E. Jones, P.E.
President

MOD-30617
11/20/08 PC

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

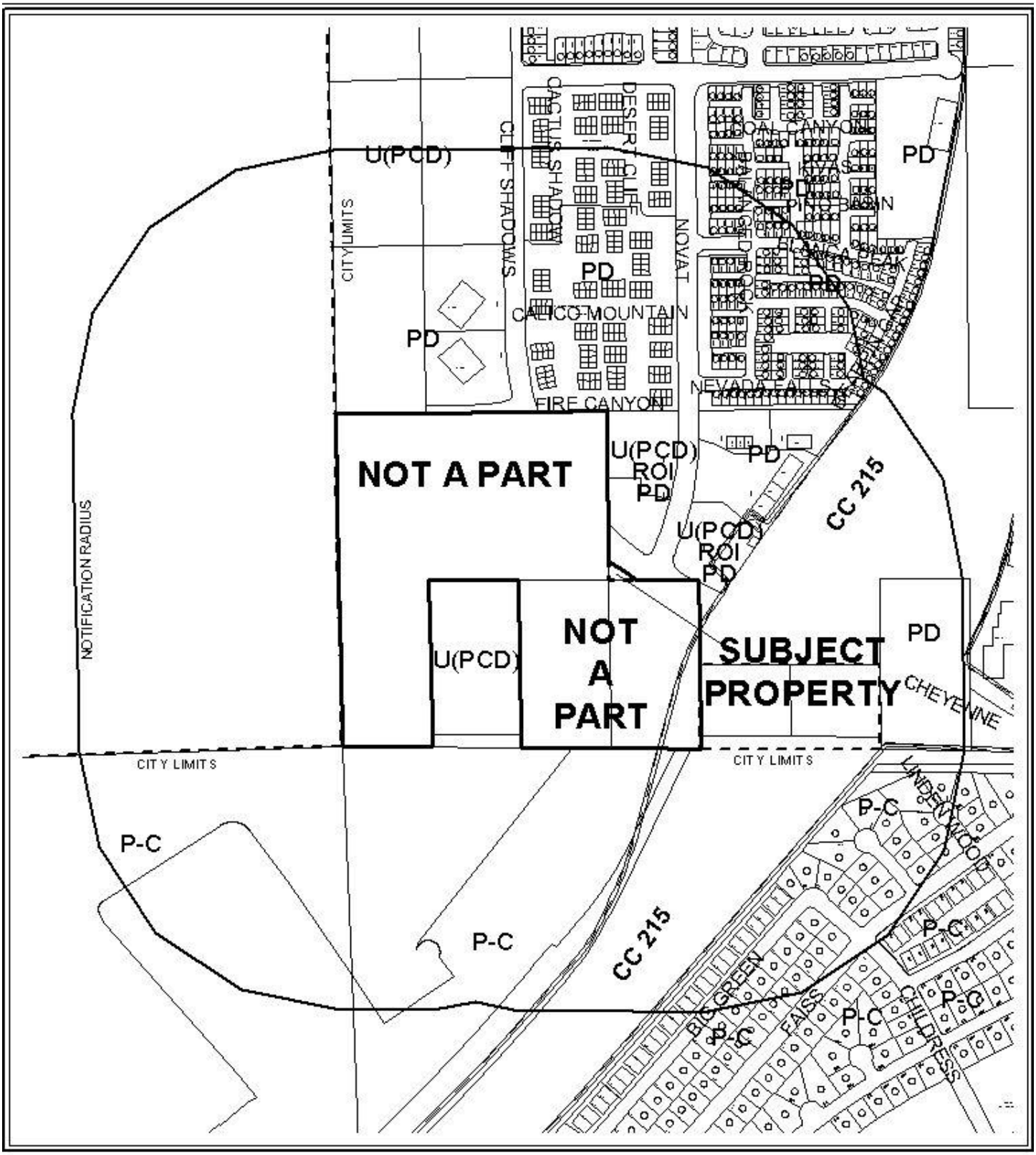
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-31062 - TABLED ITEM – RENOTIFICATION - REZONING RELATED TO MOD-30617 - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Request for Rezoning FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 0.08 acres at the southwest corner of Cliff Shadows Parkway and Novat Street (APN 137-12-410-003), Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Shared Parking Agreement
5. Justification Letter



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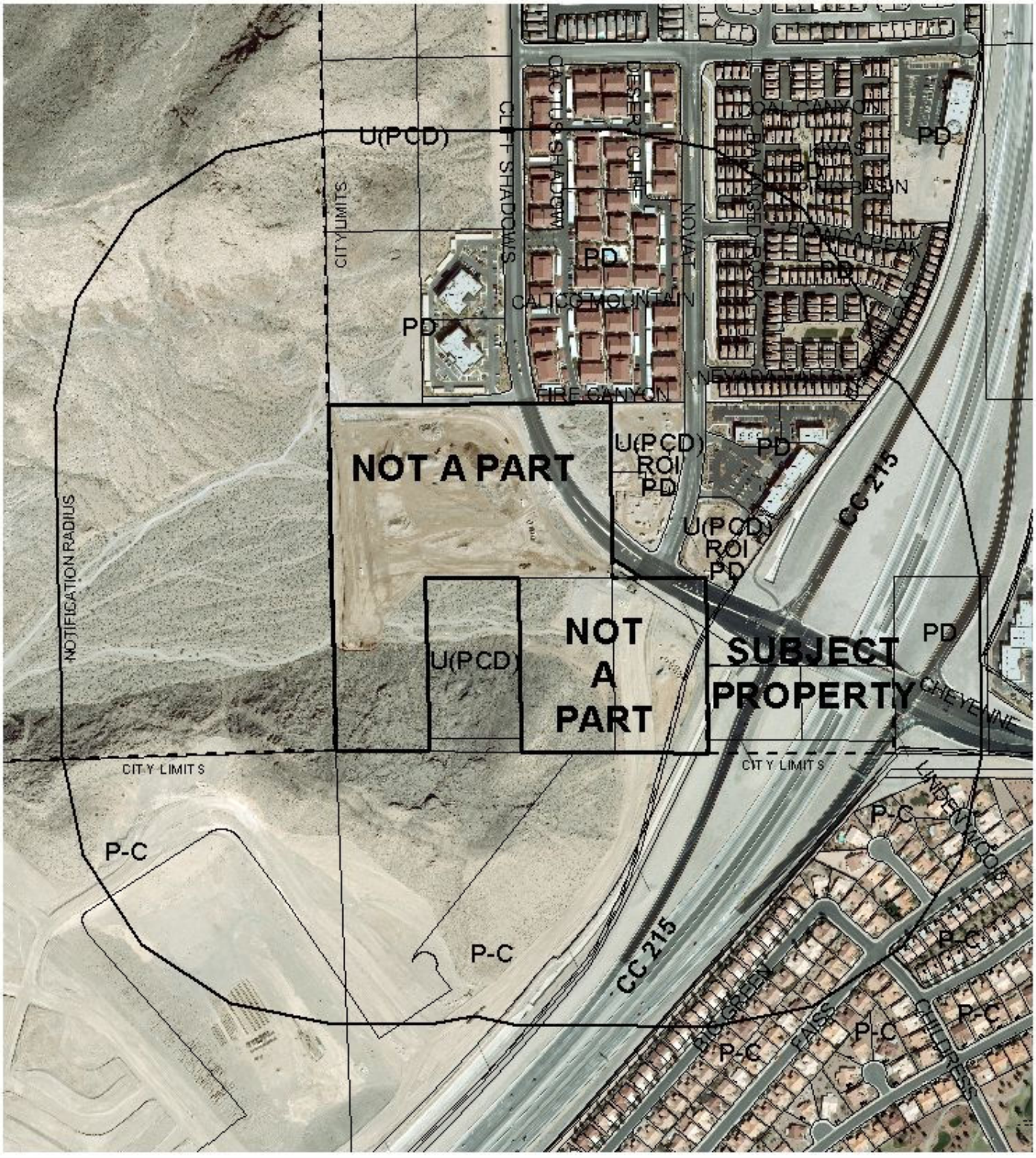
CASE: **ZON-31062**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] [P (PARK/SCHOOL/RECREATION/OPEN SPACE) LONE MOUNTAIN WEST LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES) LONE MOUNTAIN WEST LAND USE DESIGNATION]



0 400 800 Feet

CASE: **ZON-31062**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] [P (PARK/SCHOOL/RECREATION/OPEN SPACE) LONE MOUNTAIN WEST LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES) LONE MOUNTAIN WEST LAND USE DESIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 1, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning from U (Undeveloped) [PCD (Planned Community Development) General Plan designation] to PD (Planned Development) on 0.08 acres located at the southwest corner of the intersection of Cliff Shadows Parkway and Novat Street. The applicant has also submitted a request for a Major Modification (MOD-30617) of the Lone Mountain West Land Use Plan from L (Low Density Residential) and P (Park/School/Recreation/Open Space) designations to the PF (Public Facilities) land use designation, and a Site Development Plan Review (SDR-37942) for a Church/House of Worship and related school facility at the subject site.

The subject site is located within the Lone Mountain West Master Plan area, for which the PD (Planned Development) zoning district is appropriate. The PD (Planned Development) district is consistent with the existing PCD (Planned Community Development) General Plan designation, the proposed PF (Public Facilities) Lone Mountain West land use designation, and would allow the proposed use of a Church/House of Worship. Therefore, staff recommends approval of the Rezoning.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/03	The City Council approved an Annexation (A-0038-02) for the subject property as part of a larger request. The Planning Commission recommended approval. The effective date was 2/14/03.
12/17/03	The City Council approved a Rezoning (ZON-3209) to PD (Planned Development), a Major Modification (MOD-3206) to add approximately five acres to the Lone Mountain West Master Plan area and to amend the Plan to allow churches within all residential land use designations with approval of a Special Use Permit (SUP-3304) for the Church/House of Worship. The Planning Commission and Staff recommended denial as no Site Development Plan Review accompanied the application for a Special Use Permit. A two year approval was granted for the Church and pre-school, set to expire 12/17/05. The Planning Commission and Staff recommended denial.
03/01/06	The City Council approved a request for an Extension of Time (EOT-11349) of an approved Special Use Permit (SUP-3304) that allowed a Church/House of Worship and a Preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval. A one-year extension was granted, set to expire 12/17/07.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/06/08	The City Council approved a request for a second Extension of Time (EOT-26060) for an approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval. The Special Use Permit is set to expire on 12/17/09.*
04/01/09	At the request of the applicant, the City Council tabled requests for a Major Modification (MOD-30617), Rezoning (ZON-31062), Variances (VAR-30620 and VAR-31394), Vacation (VAC-30622) and a Site Development Plan Review (SDR-30614) for a Church/House of Worship located at the southwest corner of Cliff Shadows Parkway and the 215 Beltway. The Planning Commission recommended approval of all requests, whereas staff recommended approval of the Major Modification, Rezoning and Vacation, but recommended denial of the Variances and the Site Development Plan Review.
02/03/10	The City Council approved a request for an Extension of Time (EOT-36912) of a previously approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool at 3319 Cliff Shadows Parkway. Staff recommended approval.
05/27/10	The Planning Commission recommended approval of a Site Development Plan Review (SDR-37942) for a proposed two-story, 35-foot high, 66,192 square-foot church/house of worship with waivers of the Lone Mountain West wall and landscape standards to allow retaining walls up to 16 feet in height and zero-foot landscape buffers along portions of the north, south, east, and west perimeters; and a Variance (VAR-37943) to allow 119 parking spaces where 338 spaces are required on 9.12 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway.

Related Building Permits/Business Licenses	
02/08/08	Building permits were issued for onsite improvements, hardscapes and site lighting (#107381) and a Ramada building (#107383) at the La Madre Equestrian Trailhead located at 3355 Cliff Shadows Parkway.
Pre-Application Meeting	
07/10/08	A pre-application meeting was held to discuss the requirements for submitting applications for a Major Modification, Site Development Plan Review and Variance. Also discussed were the requirements for meeting the Hillside Development standards and guidelines.
03/09/10	A pre-application meeting was held to review proposed changes for a previously submitted project. The changes will require re-submittal of a Site Development Plan Review and a Variance for parking.

Neighborhood Meeting	
11/13/08	A neighborhood meeting was held on Thursday, November 13, 2008 at 6:30 p.m. at the YMCA Building located at 3521 North Durango Drive, Las Vegas, Nevada. The meeting was attended by seven representatives for the applicant, five members of the general public and one staff person from the Planning and Development Department. The applicant gave a brief presentation detailing the development of the proposed church and school. It was indicated that the facility will be approximately 90,000 SF in size, and the school will include kindergarten through fifth grade, as well as pre-school classes. Questions and concerns from the public were as follows: • Concern about the 85' height of the building and impact on views. • Questions about the number of church goers; the applicant responded that Phase I would accommodate approximately 500-600, and Phase II would accommodate somewhere between 1,000 and 1,500. • A resident questioned whether the perimeter trees shown in the rendering would actually be planted; the applicant responded that the trees were required by code. • A resident asked why the Waiver from the landscape standards was necessary; the applicant responded that landscaping was required along all property lines, and they wanted to leave the sloping portion of the hillside undisturbed. • Concern was expressed about traffic control at Desert Hope Drive and Cliff Shadows Parkway; the applicant responded that they would conform to the previously-approved traffic study (submitted by Pulte for the Reverence development to the south). • A question was raised about the construction timeframe; the applicant responded that they hoped to have Phase I completed in four years. • Residents expressed approval for the earth-tone color scheme of the building and materials, in the hope that it would blend in with the adjacent hillside. It was reiterated by a resident that the principal concern with the project was the height of the building, but that they were otherwise in favor of the project.
01/26/09	An additional neighborhood meeting was held on Monday, January 26, 2009 at 6:00 p.m. at the YMCA Building located at 3521 North Durango Drive, Las Vegas, Nevada. The meeting was attended by three representatives for the applicant, forty two members of the general public, with additional people standing in the hallway outside the room, one councilman, three commissioners, and two staff persons (one each from Field Operations and the Planning and Development Department).

01/26/09	The applicant gave a brief presentation regarding the project, and displayed several photo renderings of the proposed structure. The applicant did not have any site plans available to show to the members of the public. It was noted that the applicant would be constructing an additional parking area off-site on BLM land leased by the City of Las Vegas. The following questions and issues were raised by the audience: • There were issues regarding the size of the congregation and the resulting impact to the neighborhood. • Several residents commented that the proposed tower was too tall and would impact views of the mountains. • Concerns were raised about traffic that would be generated by the proposed use. • Concerns were raised about the parking variance. • Questions were asked about the exterior materials and appearance of the building, and whether it would blend in to its location. • Several residents commented that they moved to the Lone Mountain West area because it was quiet and had great views, and expressed concern that the proposed church would impact their quality of life and property values. • Several attendees stated that the proposed church would be beneficial to the area. At the end of the meeting, attendees were asked to indicate whether or not they were members of the International Church of Las Vegas, and whether or not they lived within the notification area.
04/05/10	There was a voluntary Neighborhood Meeting held at Mountain Crest Community Center, 4701 North Durango Drive, Las Vegas, Nevada 89129, from 6:30 pm to 7:10 pm. In attendance were five members of the general public, three representatives for the applicant and two staff members (one City Council liaison and one Planning and Development). The applicant representatives announced that the height of the church building was reduced to 35 feet, and the area of the building would total 66,192 square feet, built in two phases; approximately 27,000 square feet in Phase I, and approximately 39,000 square feet in Phase II. The public still had concerns: • Site disturbance • Traffic study

Field Check	
10/14/08	A field check was conducted by staff. The site is vacant and undeveloped, with an unpermitted chain link fence around the perimeter. It has been partially graded to allow for construction staging activities for the Desert Hope Drive right-of-way and a nearby drainage project; there are concrete barriers and pipe stored on the site.

Details of Application Request	
Site Area	
Gross Acres	0.08 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped, Vacant	PCD (Planned Community Development)	U (Undeveloped) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation] [**Proposed**: PD (Planned Development) [PF (Public Facilities) Lone Mountain West Land Use Designation]
North	Vacant (SDR-21198 approved for a Financial Institution, General with Drive Thru, under construction)	PCD (Planned Community Development)	PD (Planned Development) [V-C (Village Commercial) Lone Mountain Land Use Designation]
East	Vacant (SDR-15956 approved for a Service Station and Auto Repair Garage, Minor, under construction)	PCD (Planned Community Development)	PD (Planned Development) [V-C (Village Commercial) Lone Mountain Land Use Designation]
South	Undeveloped, Vacant	PCD (Planned Community Development)	(Civic) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation]

West	Undeveloped, (SDR-7404 approved for an Equestrian Trailhead, under construction)	PCD (Planned Community Development)	(Civic) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation]

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Lone Mountain West	X		N
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Hillside Development Area	X		N
Trails	X		N
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is zoned U (Undeveloped) [PCD (Planned Community Development) General Plan designation] and is located within the Lone Mountain West Master Plan area. The applicant is proposing to Rezone the property to PD (Planned Development), which is intended to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, and cultural enrichment, or to provide a single-purpose or multi-use planned development. The PD (Planned Development) zone district is appropriate for the Lone Mountain West Master Plan area, and is consistent with the PCD (Planned Community Development) General Plan designation; therefore, staff recommends approval of this Rezoning request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed PD (Planned Development) zone district conforms to the PCD (Planned Community Development) designation of the General Plan.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The uses allowed on the subject property by the proposed PD (Planned Development) zoning will be compatible with the surrounding PD (Planned Development), C-V (Civic), U (Undeveloped) [PCD (Planned Community Development) General Plan designation] and P-C (Planned Community) zoning districts.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The PD (Planned Development) zoning district is the appropriate zoning district for parcels located within the Lone Mountain West Master Plan area, and is required for all parcels prior to development.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site will be accessed by two driveways; a driveway that will serve the subject site, the La Madre Trailhead park and the adjacent property to the west, with access from Cliff Shadows Parkway, which is classified as an 80-foot Secondary Collector, and a second driveway with access from the future Desert Hope Drive, which is anticipated to be a Secondary Collector in the Master Plan of Streets and Highways.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 531 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-31062** APN: 137-12-410-003

Name of Property Owner: CHURCH INTERNATIONAL LAS VEGAS

Name of Applicant: CHURCH INTERNATIONAL LAS VEGAS

Name of Representative: SOUTHWEST ENGINEERING

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: Stanley Loupe

Print Name: STANLEY LOUPE.

Subscribed and sworn before me

This 14th day of OCTOBER, 2008

Miriam R Sch

Notary Public in and for said County and State

MIRIAM R. SCHARSCH
Notary Public, State of Nevada
Appointment No. 03-80745-1
My Appt. Expires March 15, 2011



ZON-31062

11/20/08 PC

ZONING LEGEND

RECEIVED

OCT 16 2008

LOCATION MAP

LONE MOUNTAIN WEST ZONING MAP

PRAYER MOUNTAIN

INTERNATIONAL CHURCH OF LAS VEGAS

CITY OF LAS VEGAS NEVADA

SHARED PARKING AGREEMENT

This Shared Parking Agreement ("AGREEMENT") is made and entered into this ___ day of _____, 2009 ("Effective Date"), between the City of Las Vegas, a municipal corporation in the State of Nevada ("CITY") and The International Church of Las Vegas, a nonprofit organization ("ICLV"). CITY and ICLV are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the CITY is a governmental entity, which leases from the Bureau of Land Management (BLM), through Recreation and Public Purpose Lease serial number N-75746, the real property located at Cliff Shadows Parkway and Novat Street, Las Vegas, Nevada (the "Property"); and

WHEREAS, ICLV desires to use a portion of the Property for parking purposes; and

WHEREAS, the CITY has agreed to enter into this AGREEMENT subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Property is 4.057 acres of BLM leased land identified as a portion of Assessor's Parcel Number's 137-12-401-001 and 137-12-401-040 as depicted in Exhibit "A," attached hereto and incorporated herein.

2. The CITY grants the ICLV the right to use the Property for parking and no other use. The ICLV acknowledges that this AGREEMENT does not grant exclusive use of the Property for parking at any time because the Property is a public facility and open to public use.

3. The CITY shall pursue obtaining a patent on the Property from the Bureau of Land Management ("BLM") once development has been completed.

4. ICLV acknowledges that it shall construct and maintain the parking lot and other conditions of development though a separate agreement with the CITY.

5. Each Party shall have the right to terminate this Agreement immediately upon written notice to the other party if (i) the other party breaches any term of this Agreement, which the other party has failed to cure within thirty days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree to terminate this Agreement; or (iii) the Property reverts to the BLM for any reason.

6. The term of this Agreement shall begin on the Effective Date and terminate on May 21, 2032 ("Termination Date"). Within ninety days of the Termination Date, the ICLV shall notify the CITY in writing of its intentions to request an extension of this Agreement. An extension for any term shall be at the sole discretion of the CITY.

7. Indemnity. ICLV hereby agrees to protect, indemnify, and hold the CITY, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CITY, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY,

MOD-30617 ZON-31062
VAR-30620 VAR-31394
VAC-30622 SDR-30614

its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the ICLV or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the ICLV, officers, its employees, contractors, subcontractors, visitors, volunteers or agents in the performance of this AGREEMENT.

The ICLV expressly agrees, at its sole cost and expense, to defend City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the ICLV has agreed to indemnify the CITY, its officers, employees and agents. If the ICLV fails so to do, the CITY shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the ICLV.

8. General Liability. The ICLV shall maintain the following general liability insurance for the Property:

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:	ICLV
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To ICLV:	Ron Portaro 7958 Lookout Rock Circle Las Vegas, Nevada 89129 Attn: Ron Portaro (702) 610-1919 phone (702) 395-8707 fax
With Copy to:	International Church of Las Vegas 8100 Westcliff Dr. Las Vegas, Nevada 89145 Attn: Michael Bradanini (702) 242-2273 phone (702) 242-5316 fax
To CITY:	City of Las Vegas Real Estate & Utilities 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101 Attn: Real Estate Administrator (702) 229-1022 phone (702) 464-2522 fax

10. Assignment and Subletting. ICLV shall not assign or encumber its interest in this AGREEMENT or in the Property or sublease all or any part of the Property without the written consent of the CITY.

11. Modification or Amendments. No amendment, change or modification of this AGREEMENT shall be valid unless in writing and signed by both parties.

12. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, ICLV warrants that it has disclosed on the form attached as Exhibit "B," all principals and partners of ICLV, as well as all persons and entities holding more than a one percent (1%) interest in ICLV or any principal of ICLV. Throughout the term hereof, ICLV shall notify the CITY in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the CITY and ICLV have executed this AGREEMENT as of the date set forth above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

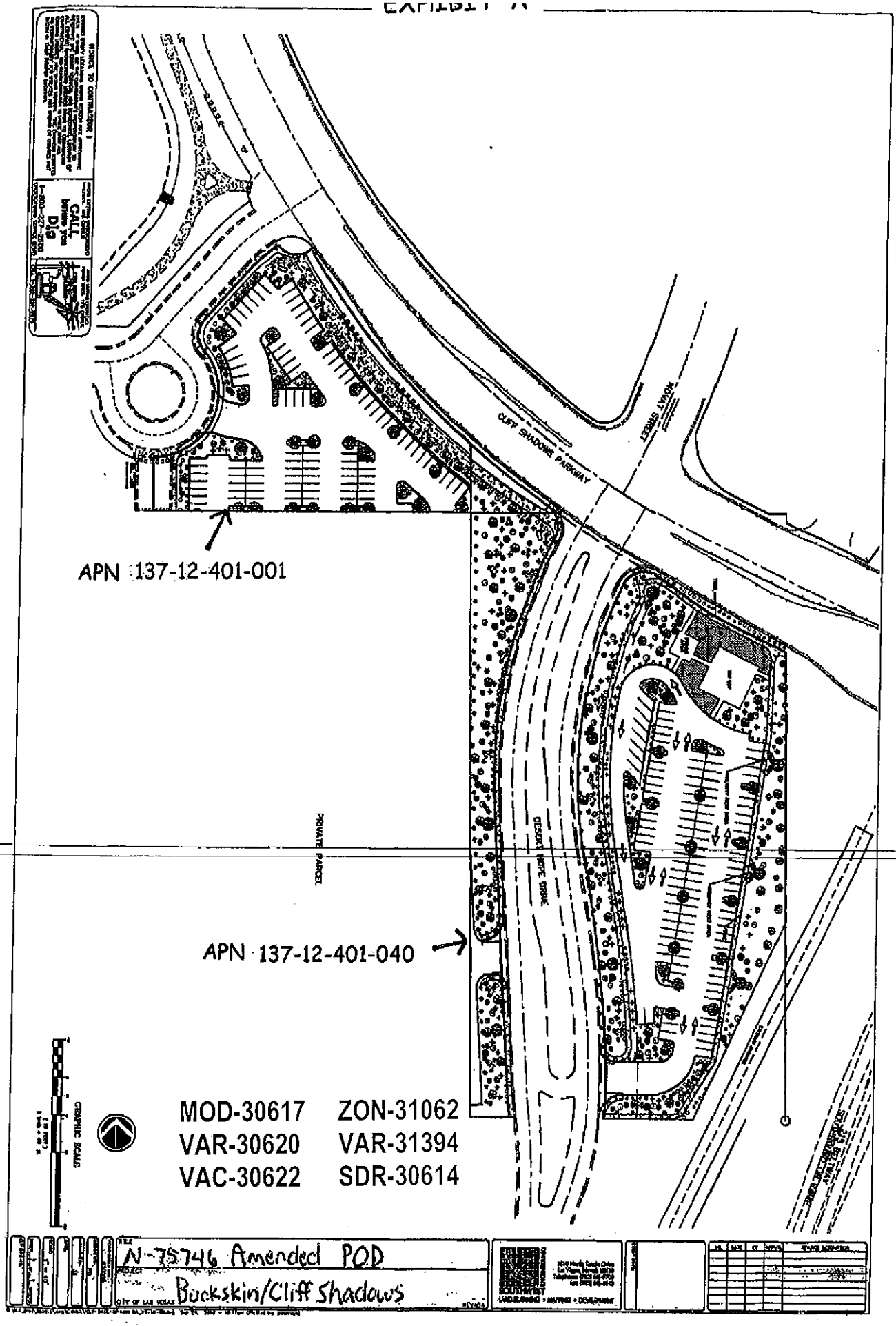
_____
BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 1/20/09
DEPUTY CITY ATTORNEY Date

INTERNATIONAL CHURCH
OF LAS VEGAS

By: _____



CLIFF SHADOWS PARKWAY
NOVAY STREET
APN 137-12-401-001
PRIVATE PARCEL
DESERT HOPE DRIVE
APN 137-12-401-040
MOD-30617
ZON-31062
VAR-30620
VAR-31394
VAC-30622
SDR-30614
GRAPHIC SCALE
N-75746 Amended POD
Buckskin/Cliff Shadows

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors The International Church of Las Vegas and all persons and entities holding more than 1% interest in The International Church of Las Vegas are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. President Paul M. Gaulet	8100 Westcliff Drive	242-2273
2. Vice President Steve Beason	" "	"
3. Treasurer Stanley Loupe	" "	"
4. Secretary Richard Sacca	" "	"
5.		
6.		
7.		
8.		
9.		
10.		

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

The International Church of Las Vegas
a Non-Profit organization

By: _____
Its: President

Subscribed and sworn to before me this
21st day of January, 2009.

_____
Notary Public

NORMA URRABAZO
Notary Public, State of Nevada
Appointment No. 03-80746-1
My Appt. Expires February 16, 2011

MOD-30617 ZON-31062
VAR-30620 VAR-31394
VAC-30622 SDR-30614

cc: Sally

SOUTHWEST ENGINEERING

LAND PLANNING • MAPPING • DEVELOPMENT

October 3, 2008

City of Las Vegas Planning Department
400 Stewart Avenue
Las Vegas, NV 89101

RE: ICLV Prayer Mountain
SWE Project No. 050915.10

Dear Planning Commission:

On behalf of our client, International Church of Las Vegas, we hereby request recommendation for approval of the following items:

MAJOR MODIFICATION

This application is for a 5+ acre parcel(s) located at the south end of The Lone Mountain West Land Use Plan at the southwest corner of Desert Hope Drive and Cliff Shadows Parkway. Additionally, the application includes Parcel I, II, and III as depicted in Exhibit "A" of the Disposition and Development Agreement between the City of Las Vegas and the International Church of Las Vegas.

These combined parcels, referred to as the "Project", is designated for "L", low density residential development and Park/School uses. The surrounding parcels to the west and northwest of the Project are designated for Park/School/Recreation/Open Space and Low Density residential. The parcels to the north are designated for Village Commercial and to the east is the Beltway.

We are requesting a Major Modification to change from low density residential and park/school uses, to "PF", Public Facility, for the construction of a Church/School facility. The Project consists of a multi-story 1,500-seat church; 28,100 square feet of meeting rooms and main assembly (multi-purpose); 15,770 square feet of office/lobby/prayer room space; and 1,400 square feet of kitchen and storage at ultimate build out.

Phase 1 will consist of 218 total staff and student day care rooms, 6,000 square feet of lobby, 8,600 square feet of assembly/multi-purpose room, and 1,400 square feet of kitchen/storage in 2 stories adjacent to a 5-story tower with 9,000 square feet of office/prayer rooms. Phase II will consist of the remaining 19,500 square feet of meeting rooms and the 1,500-seat church on levels 1 and 2.

ZON-31062

3610 N. Rancho Drive • Las Vegas, Nevada 89130 • Telephone: (702) 648-9700 • Fax: (702) 648-4143

The project is suited for this area because the site is situated adjacent to the freeway interchange at 215 and Cheyenne that will provide direct access to this Project. In addition, being adjacent to the Village Commercial makes this a compatible use with the surrounding area's commercial and retail uses.

SITE DEVELOPMENT PLAN REVIEW

As mentioned previously, the Project is situated within the Lone Mountain Land Use Plan and will be developed for use as a church/school. Specifically, the uses will include office space, classrooms, daycare, kitchen, chapel, meditation, recreation, entertainment and retail. The retail will be for church members only and will consist of light refreshments.

The access to this Project is through the La Madre Equestrian Trail Park to the north and from Desert Hope Drive to the east. These two accesses will provide the necessary access and movement for both patrons of the church as well as emergency vehicles for fire and safety. There will be a fire emergency access around the rear of the building to accommodate the circulation of fire safety personnel.

Parking for the Project will be situated within the parcel that the church occupies as well as the parcel(s) to the east of Desert Hope Drive and the La Madre Equestrian trailhead. Parking for the Project is tabulated and shown on the site plan. The total cumulative parking as shown on this tabulation indicates that 540 spaces are required. However, all uses shown on the tabulation will not be conducted simultaneously. Our analysis, with regards to the uses that occur simultaneously, indicate that the most intense use occurs during church services. The only other use that occurs in conjunction with those services is Sunday School. Sunday School is for the children of the adults attending the church services and, therefore, does not add to the total of parking required. Therefore, the total maximum amount of parking required would be during church services, or 375 spaces. The Project as configured provides for 395 parking spaces.

Of the parking spaces provided, a total of 275 spaces are provided on the parcel the church is situated on. The balance of the parking will come from the parcel on the east side of Desert Hope Drive. The pedestrians will cross over to the church via a cross walk at the intersection of Cliff Shadows Parkway and Desert Hope Drive.

A Disposition and Development Agreement was entered into between the City of Las Vegas and the International Church of Las Vegas on January 9, 2008. Pursuant to this agreement, the City grants ICLV the right to use these parcels for overflow parking and recreational purposes associated with their organization.

Title 19.06.170(D)(4)(b) of the Hillside Development Standards and Guidelines requires preservation of prominent skyline ridges. This plan complies with that requirement as can be shown on the "Line of Site Cross Section" plan. The building, including the 5-story tower, is

well below the prominent ridge line as viewed by a pedestrian from the intersection of Cliff Shadow and Desert Hope Drive.

VARIANCES

Title 19.06.170(C)(1)(c) and (d) of the Hillside Development Standards and Guidelines restricts us to a maximum site disturbance based on the existing natural slope of the land. The total area of disturbance allowed as shown on the "Slope Analysis" plan provided is 3.56 acres. The disturbance as a result of this development amounts to 3.78 ac.

This development exceeds the allowable site disturbance area by 0.22 acres or approximately 6% over the maximum allowed. We are requesting that a variance be granted to this project. We believe this is a reasonable request due to its proximity to the Beltway and the deviation is less than 10%.

Title 19.06.170(C)(4)(e) of the Hillside Development Standards and Guidelines restricts the height of the structure to no more than 35'. In addition, a minimum of 20' of the structure must be lower than the elevation of the primary ridge line.

The main building and tower are considerably below the primary ridge line and no variance will be required for that portion of the ordinance. However, the main building is 36' in height and the tower is 85' in height. We are requesting that a variance be granted to this portion of the ordinance. We believe this is a reasonable request given the minimal amount of deviation of only 1' for the main building. Despite the tower's height being much greater than allowed, we believe this variance is reasonable because the tower comprises only 60' of a 400' wide building, or only 15% of the total width. The intent of the hillside ordinance is maintained because not only the main building is below the primary ridge line but the tower is as well.

Title 19.12.075 allows for a maximum retaining wall height of 6 feet. Due to the steep terrain of this project, we are requesting a variance to allow a maximum retaining wall height of 16 feet. We believe this is a reasonable request because these walls will be located behind the building and obscured from view in keeping with the intent of the Hillside ordinance.

VACATIONS

We are requesting that the patent easements surrounding parcels 137-12-401-003 and –011 be vacated. These patents will no longer be needed as we will be dedicating access, drainage, and utility easements as necessary with the development of this project.

Sincerely,
SOUTHWEST ENGINEERING

Mark E. Jones, P.E.
President

ZON-31062

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

VAC-30622 – TABLED ITEM – RENOTIFICATION - VACATION RELATED TO MOD-30617, ZON-31062, VAR-30620 AND VAR-31394 - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Petition to Vacate U.S. Government Patent Easements generally located approximately 63 feet southwest of the intersection of Cliff Shadows Parkway and Novat Street, Ward 4 (Anthony). **NOTE: RELATED VAR-30620 IS NO LONGER REQUIRED AND VAR-31394 IS REPLACED BY VAR-37943.** The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

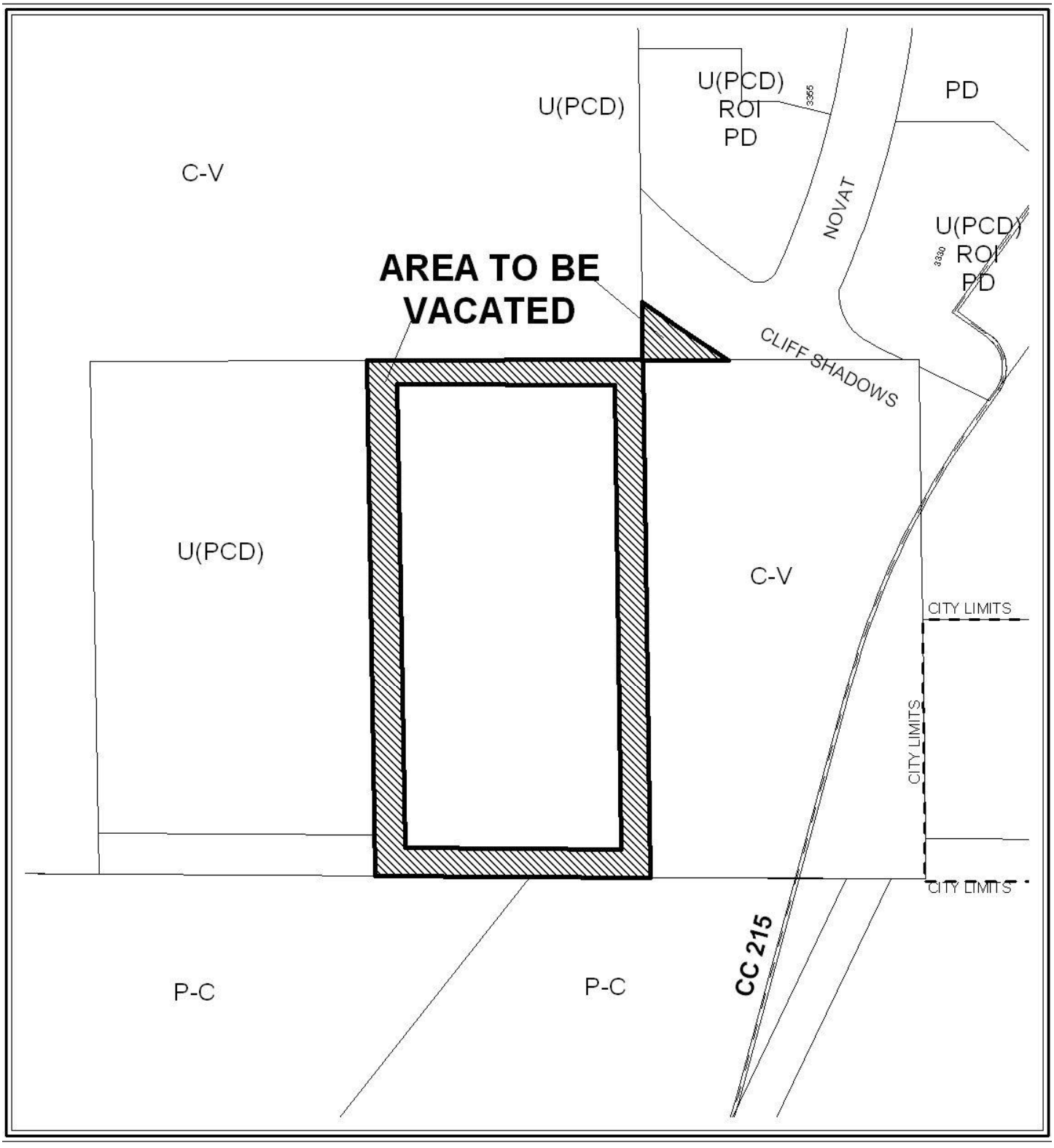
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Shared Parking Agreement



CASE: **VAC-30622**

0 500 Feet

N



CASE: **VAC-30622**

0 500 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 1, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommends APPROVAL, subject to:

1. If the Order of Relinquishment of Interest is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

2. The limits of this Petition of Vacation shall be the U.S. Government Patent Easements generally located approximately 63 feet southwest of the intersection of Cliff Shadows Parkway and Novat Street. Exclusive of the 5-feet needed for South West of Cliffs Shadows Parkway, and the area needed for access to assessor's parcel number 137-12-401-010.

3. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Relinquishment of Interest.

4. The Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request from the International Church of Las Vegas, Inc. to Vacate U.S. government patent easements generally located approximately 63 feet southwest of the intersection of Cliff Shadows Parkway and Novat Street. The Vacation of these easements will facilitate the development of a proposed 66,192 square-foot, two-story Church/House of Worship and related school facility (SDR-37942). As these U.S. Government Patent Easements are no longer needed in their current configuration, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/03	The City Council approved an Annexation (A-0038-02) for the subject property as part of a larger request. The Planning Commission recommended approval. The effective date was 2/14/03.
12/17/03	The City Council approved a Rezoning (ZON-3209) to PD (Planned Development), a Major Modification (MOD-3206) to add approximately five acres to the Lone Mountain West Master Plan area and to amend the Plan to allow churches within all residential land use designations with approval of a Special Use Permit (SUP-3304) for the Church/House of Worship. The Planning Commission and Staff recommended denial as no Site Development Plan Review accompanied the application for a Special Use Permit. A two year approval was granted for the Church and pre-school, set to expire 12/17/05. The Planning Commission and Staff recommended denial.
03/01/06	The City Council approved a request for an Extension of Time (EOT-11349) of an approved Special Use Permit (SUP-3304) that allowed a Church/House of Worship and a Preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval. A one-year extension was granted, set to expire 12/17/07.
02/06/08	The City Council approved a request for a second Extension of Time (EOT-26060) for an approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval. The Special Use Permit is set to expire on 12/17/09.*

04/01/09	At the request of the applicant, the City Council tabled requests for a Major Modification (MOD-30617), Rezoning (ZON-31062), Variances (VAR-30620 and VAR-31394), Vacation (VAC-30622) and a Site Development Plan Review (SDR-30614) for a Church/House of Worship located at the southwest corner of Cliff Shadows Parkway and the 215 Beltway. The Planning Commission recommended approval of all requests, whereas staff recommended approval of the Major Modification, Rezoning and Vacation, but recommended denial of the Variances and the Site Development Plan Review.
02/03/10	The City Council approved a request for an Extension of Time (EOT-36912) of a previously approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool at 3319 Cliff Shadows Parkway. Staff recommended approval.
05/27/10	The Planning Commission recommended approval of a Site Development Plan Review (SDR-37942) for a proposed two-story, 35-foot high, 66,192 square-foot church/house of worship with waivers of the Lone Mountain West wall and landscape standards to allow retaining walls up to 16 feet in height and zero-foot landscape buffers along portions of the north, south, east, and west perimeters; and a Variance (VAR-37943) to allow 119 parking spaces where 338 spaces are required on 9.12 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway.

Related Building Permits/Business Licenses	
There are no related building permits or business licenses associated with the subject site.	
Pre-Application Meeting	
07/10/08	A pre-application meeting was held to discuss the requirements for submitting applications for a Major Modification, Site Development Plan Review and Variance. Also discussed were the requirements for meeting the Hillside Development standards and guidelines.
03/09/10	A pre-application meeting was held to review proposed changes for a previously submitted project. The changes will require re-submittal of a Site Development Plan Review and a Variance for parking.

Neighborhood Meeting	
11/13/08	A neighborhood meeting was held on Thursday, November 13, 2008 at 6:30 p.m. at the YMCA Building located at 3521 North Durango Drive, Las Vegas, Nevada. The meeting was attended by seven representatives for the applicant, five members of the general public and one staff person from the Planning and Development Department. The applicant gave a brief presentation detailing the development of the proposed church and school. It was indicated that the facility will be approximately 90,000 SF in size, and the school will include kindergarten through fifth grade, as well as pre-school classes. Questions and concerns from the public were as follows: • Concern about the 85' height of the building and impact on views. • Questions about the number of church goers; the applicant responded that Phase I would accommodate approximately 500-600, and Phase II would accommodate somewhere between 1,000 and 1,500. • A resident questioned whether the perimeter trees shown in the rendering would actually be planted; the applicant responded that the trees were required by code. • A resident asked why the Waiver from the landscape standards was necessary; the applicant responded that landscaping was required along all property lines, and they wanted to leave the sloping portion of the hillside undisturbed. • Concern was expressed about traffic control at Desert Hope Drive and Cliff Shadows Parkway; the applicant responded that they would conform to the previously-approved traffic study (submitted by Pulte for the Reverence development to the south). • A question was raised about the construction timeframe; the applicant responded that they hoped to have Phase I completed in four years. • Residents expressed approval for the earth-tone color scheme of the building and materials, in the hope that it would blend in with the adjacent hillside. It was reiterated by a resident that the principal concern with the project was the height of the building, but that they were otherwise in favor of the project.
01/26/09	An additional neighborhood meeting was held on Monday, January 26, 2009 at 6:00 p.m. at the YMCA Building located at 3521 North Durango Drive, Las Vegas, Nevada. The meeting was attended by three representatives for the applicant, forty two members of the general public, with additional people standing in the hallway outside the room, one councilman, three commissioners, and two staff persons (one each from Field Operations and the Planning and Development Department).

01/26/09	The applicant gave a brief presentation regarding the project, and displayed several photo renderings of the proposed structure. The applicant did not have any site plans available to show to the members of the public. It was noted that the applicant would be constructing an additional parking area off-site on BLM land leased by the City of Las Vegas. The following questions and issues were raised by the audience: • There were issues regarding the size of the congregation and the resulting impact to the neighborhood. • Several residents commented that the proposed tower was too tall and would impact views of the mountains. • Concerns were raised about traffic that would be generated by the proposed use. • Concerns were raised about the parking variance. • Questions were asked about the exterior materials and appearance of the building, and whether it would blend in to its location. • Several residents commented that they moved to the Lone Mountain West area because it was quiet and had great views, and expressed concern that the proposed church would impact their quality of life and property values. • Several attendees stated that the proposed church would be beneficial to the area. At the end of the meeting, attendees were asked to indicate whether or not they were members of the International Church of Las Vegas, and whether or not they lived within the notification area.
04/05/10	There was a voluntary Neighborhood Meeting held at Mountain Crest Community Center, 4701 North Durango Drive, Las Vegas, Nevada 89129, from 6:30 pm to 7:10 pm. In attendance were five members of the general public, three representatives for the applicant and two staff members (one City Council liaison and one Planning and Development). The applicant representatives announced that the height of the church building was reduced to 35 feet, and the area of the building would total 66,192 square feet, built in two phases; approximately 27,000 square feet in Phase I, and approximately 39,000 square feet in Phase II. The public still had concerns: • Site disturbance • Traffic study

Field Check	
10/14/08	A field check was conducted by staff. The site is vacant and undeveloped, with an unpermitted chain link fence around the perimeter. It has been partially graded to allow for construction staging activities for the Desert Hope Drive right-of-way and a nearby drainage project; there are concrete barriers and pipe stored on the site.

Details of Application Request	
Site Area	
Gross Acres	4.99 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped, Vacant	PCD (Planned Community Development)	PD (Planned Development) [L (Low Density Residential) Lone Mountain West Land Use Designation], [**Proposed**: PD (Planned Development) [PF (Public Facilities) Lone Mountain West Land Use Designation]
North	Vacant (SDR-7404 approved for an Equestrian Trailhead, under construction)	PCD (Planned Community Development)	CV (Civic) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation]
South	Undeveloped (Village 26 – Reverence)	SUM (Summerlin)	PC (Planned Community)
East	Undeveloped, Vacant	PCD (Planned Community Development)	CV (Civic) [P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation]
West	Undeveloped, Vacant	PCD (Planned Community Development)	U (Undeveloped) [L (Low Density Residential) Lone Mountain West Land Use Designation]

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Lone Mountain West	X		N
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Hillside Development Area	X		N
Trails	X		N
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

A request has been received from the International Church of Las Vegas, Inc. to Vacate U.S. government patent easements generally located approximately 63 feet southwest of the intersection of Cliff Shadows Parkway and Novat Street.

The above property is legally described as follows:

The north, east, west and south 33.00 feet of the west half (W½) of the southeast quarter (SE¼) of the southwest quarter (SW¼) of the southwest quarter (SW¼) of Section 12, Township 20 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, as reserved in the patent recorded in Book 702, Instrument Number 861767, Clark County official records.

The west and south 33.00 feet of lot Three (3) of Cheyenne/Beltway (A Commercial Subdivision) as shown by map thereof on file in Book 105 of Plats, Page 86, in the Office the County Recorder of Clark County, Nevada, being a portion of the east half (E½) of the northeast quarter (NE¼) of the southwest quarter (SW¼) of the southwest quarter (SW¼) of Section 12, Township 20 South, Range 59 East, M.D.M., City of Las Vegas, Clark County, Nevada, as reserved in the patent recorded in Book 893, Instrument Number 852328, Clark County official records.

ANALYSIS

- **Planning Discussion**

  This is a request from the International Church of Las Vegas, Inc. to Vacate U.S. government patent easements generally located approximately 63 feet southwest of the intersection of Cliff Shadows Parkway and Novat Street. The Vacation of these easements will facilitate the development of a proposed 66,192 square-foot, two story Church/House of Worship and related school facility (SDR-37942). As these U.S. Government Patent Easements are no longer needed in their current configuration, staff recommends approval of this request.

- **Public Works Discussion**

  The Public Works Department has no objection to the vacation application request to vacate U.S. Government Patent Reservations generally located approximately 63 feet southwest of the intersection of Cliff Shadows Parkway and Novat Street.

PLANNING COMMISSION ACTION

The Planning Commission amended condition #1 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

NOTICES MAILED 5 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-30622** APN: 137-12-401-003 & 011

Name of Property Owner: CHURCH INTERNATIONAL LAS VEGAS

Name of Applicant: CHURCH INTERNATIONAL LAS VEGAS

Name of Representative: SOUTHWEST ENGINEERING

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: PAUL GOULET

Subscribed and sworn before me

This 23RD day of SEPTEMBER, 20 08

_____

Notary Public in and for said County and State

MIRIAM R. SCHARSCH
Notary Public, State of Nevada
Appointment No. 03-80745-1
My Appt. Expires March 15, 2011

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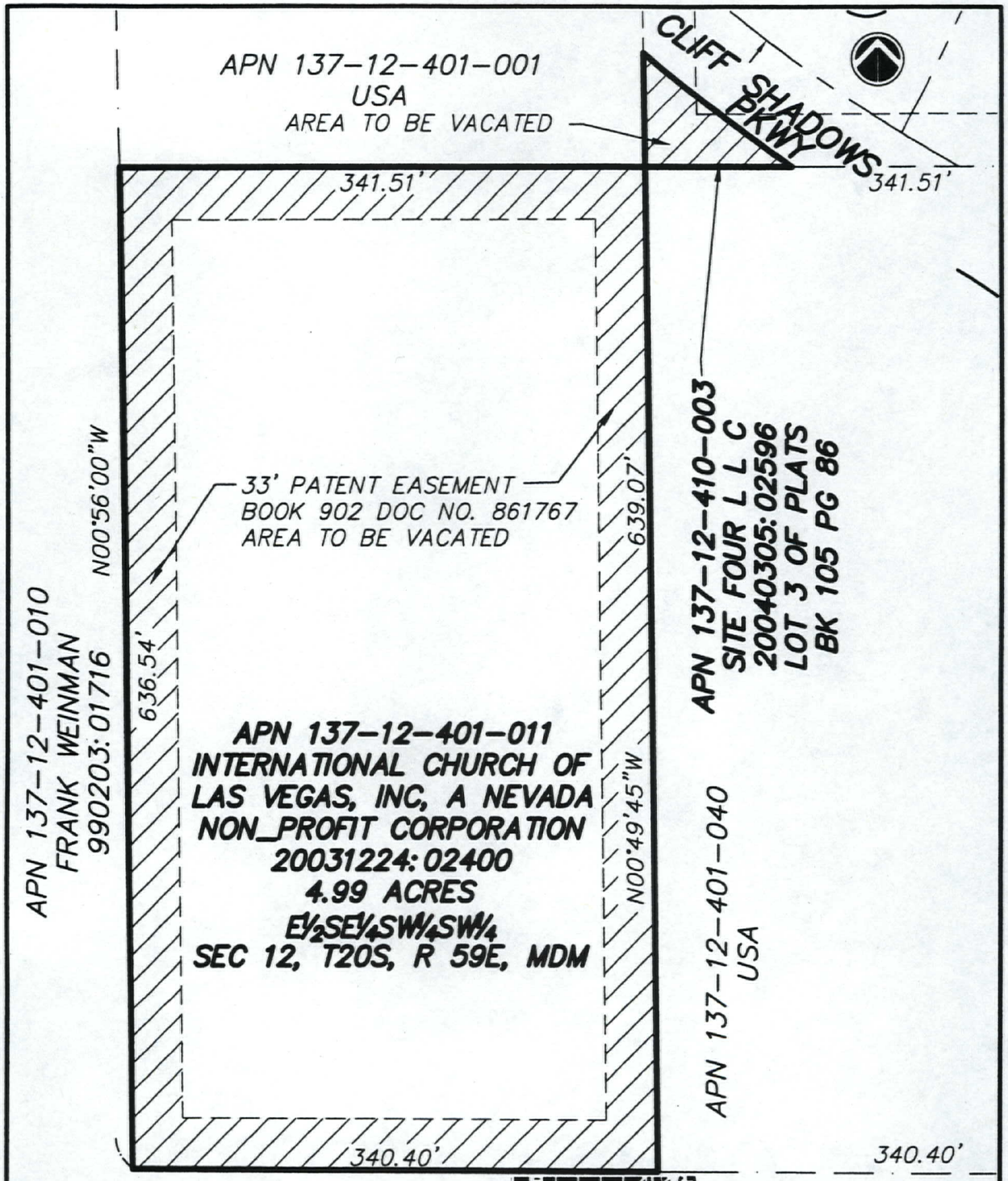


PATENT RESERVATION VACATION EXHIBIT

1"=100'

ICLV-PRAYER MOUNTAIN

050915S/DWG/ICLV-BNDY

PAGE OF

SOUTHWEST ENGINEERING
LAND PLANNING • MAPPING • DEVELOPMENT

3610 North Rancho Drive
Las Vegas, Nevada 89130
Telephone: (702) 648-9700
fax: (702) 648-4143

COPY

RECEIVED
OCT 06 2008

VAC-30622
11/20/08 PC



VAC-30622 - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.
SOUTHWEST CORNER OF CLIFF SHADOWS PARKWAY AND THE 215 BELTWAY

10/14/08



VAC-30622 - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.
SOUTHWEST CORNER OF CLIFF SHADOWS PARKWAY AND THE 215 BELTWAY

10/14/08



VAC-30622 - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.
SOUTHWEST CORNER OF CLIFF SHADOWS PARKWAY AND THE 215 BELTWAY

10/14/08



VAC-30622 - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.
SOUTHWEST CORNER OF CLIFF SHADOWS PARKWAY AND THE 215 BELTWAY

10/14/08



VAC-30622 - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.
SOUTHWEST CORNER OF CLIFF SHADOWS PARKWAY AND THE 215 BELTWAY

10/14/08

SHARED PARKING AGREEMENT

This Shared Parking Agreement ("AGREEMENT") is made and entered into this ___ day of _____, 2009 ("Effective Date"), between the City of Las Vegas, a municipal corporation in the State of Nevada ("CITY") and The International Church of Las Vegas, a nonprofit organization ("ICLV"). CITY and ICLV are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, the CITY is a governmental entity, which leases from the Bureau of Land Management (BLM), through Recreation and Public Purpose Lease serial number N-75746, the real property located at Cliff Shadows Parkway and Novat Street, Las Vegas, Nevada (the "Property"); and

WHEREAS, ICLV desires to use a portion of the Property for parking purposes; and

WHEREAS, the CITY has agreed to enter into this AGREEMENT subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Property is 4.057 acres of BLM leased land identified as a portion of Assessor's Parcel Number's 137-12-401-001 and 137-12-401-040 as depicted in Exhibit "A," attached hereto and incorporated herein.

2. The CITY grants the ICLV the right to use the Property for parking and no other use. The ICLV acknowledges that this AGREEMENT does not grant exclusive use of the Property for parking at any time because the Property is a public facility and open to public use.

3. The CITY shall pursue obtaining a patent on the Property from the Bureau of Land Management ("BLM") once development has been completed.

4. ICLV acknowledges that it shall construct and maintain the parking lot and other conditions of development though a separate agreement with the CITY.

5. Each Party shall have the right to terminate this Agreement immediately upon written notice to the other party if (i) the other party breaches any term of this Agreement, which the other party has failed to cure within thirty days after the breaching party's receipt of written notice of such breach; or (ii) both parties mutually agree to terminate this Agreement; or (iii) the Property reverts to the BLM for any reason.

6. The term of this Agreement shall begin on the Effective Date and terminate on May 21, 2032 ("Termination Date"). Within ninety days of the Termination Date, the ICLV shall notify the CITY in writing of its intentions to request an extension of this Agreement. An extension for any term shall be at the sole discretion of the CITY.

7. Indemnity. ICLV hereby agrees to protect, indemnify, and hold the CITY, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the CITY, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY,

MOD-30617 ZON-31062
VAR-30620 VAR-31394
VAC-30622 SDR-30614

its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the ICLV or its officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the ICLV, officers, its employees, contractors, subcontractors, visitors, volunteers or agents in the performance of this AGREEMENT.

The ICLV expressly agrees, at its sole cost and expense, to defend City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the ICLV has agreed to indemnify the CITY, its officers, employees and agents. If the ICLV fails so to do, the CITY shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the ICLV.

8. General Liability. The ICLV shall maintain the following general liability insurance for the Property:

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:	ICLV
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

9. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To ICLV:	Ron Portaro 7958 Lookout Rock Circle Las Vegas, Nevada 89129 Attn: Ron Portaro (702) 610-1919 phone (702) 395-8707 fax
With Copy to:	International Church of Las Vegas 8100 Westcliff Dr. Las Vegas, Nevada 89145 Attn: Michael Bradanini (702) 242-2273 phone (702) 242-5316 fax
To CITY:	City of Las Vegas Real Estate & Utilities 400 Stewart Avenue, 4th Floor Las Vegas, Nevada 89101 Attn: Real Estate Administrator (702) 229-1022 phone (702) 464-2522 fax

10. Assignment and Subletting. ICLV shall not assign or encumber its interest in this AGREEMENT or in the Property or sublease all or any part of the Property without the written consent of the CITY.

11. Modification or Amendments. No amendment, change or modification of this AGREEMENT shall be valid unless in writing and signed by both parties.

12. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, ICLV warrants that it has disclosed on the form attached as Exhibit "B," all principals and partners of ICLV, as well as all persons and entities holding more than a one percent (1%) interest in ICLV or any principal of ICLV. Throughout the term hereof, ICLV shall notify the CITY in writing of any material change in the above disclosure within 15 days of any such change.

IN WITNESS WHEREOF, the CITY and ICLV have executed this AGREEMENT as of the date set forth above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

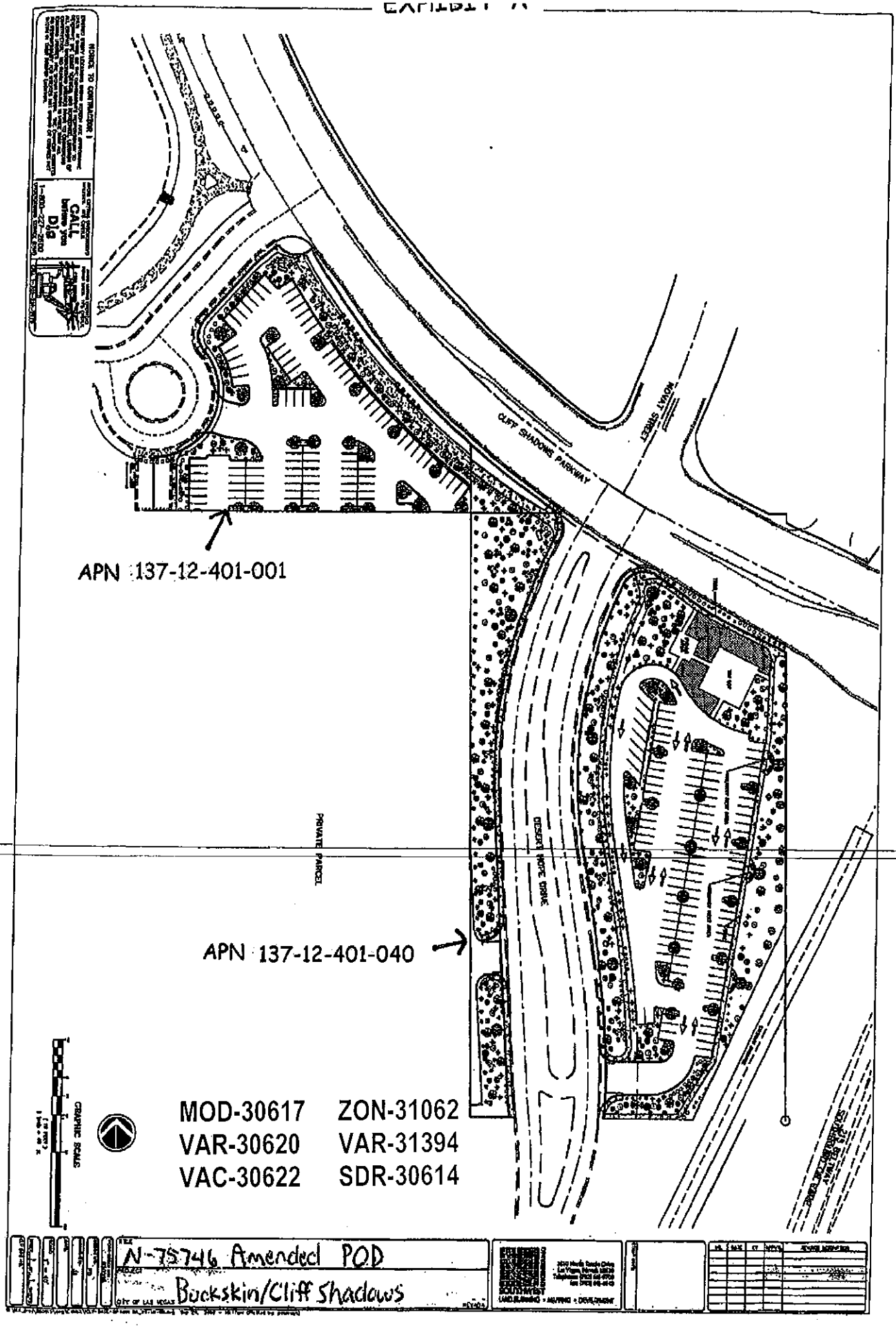
_____
BEVERLY K. BRIDGES CMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla 1/20/09
DEPUTY CITY ATTORNEY Date

INTERNATIONAL CHURCH
OF LAS VEGAS

By: _____



CLIFF SHADOWS PARKWAY
NOVAY STREET
APN 137-12-401-001
PRIVATE PARCEL
DESERT HOPE DRIVE
APN 137-12-401-040
MOD-30617
ZON-31062
VAR-30620
VAR-31394
VAC-30622
SDR-30614
GRAPHIC SCALE
N-75746 Amended POD
Buckskin/Cliff Shadows

EXHIBIT "B"
DISCLOSURE OF PRINCIPALS

The Board of Directors The International Church of Las Vegas and all persons and entities holding more than 1% interest in The International Church of Las Vegas are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. President Paul M. Gaulet	8100 Westcliff Drive	242-2273
2. Vice President Steve Beason	" "	"
3. Treasurer Stanley Loupe	" "	"
4. Secretary Richard Sacca	" "	"
5.		
6.		
7.		
8.		
9.		
10.		

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

The International Church of Las Vegas
a Non-Profit organization

By: _____
Its: President

Subscribed and sworn to before me this
21st day of January, 2009.

_____
Notary Public

NORMA URRABAZO
Notary Public, State of Nevada
Appointment No. 03-80746-1
My Appt. Expires February 16, 2011

MOD-30617 ZON-31062
VAR-30620 VAR-31394
VAC-30622 SDR-30614

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

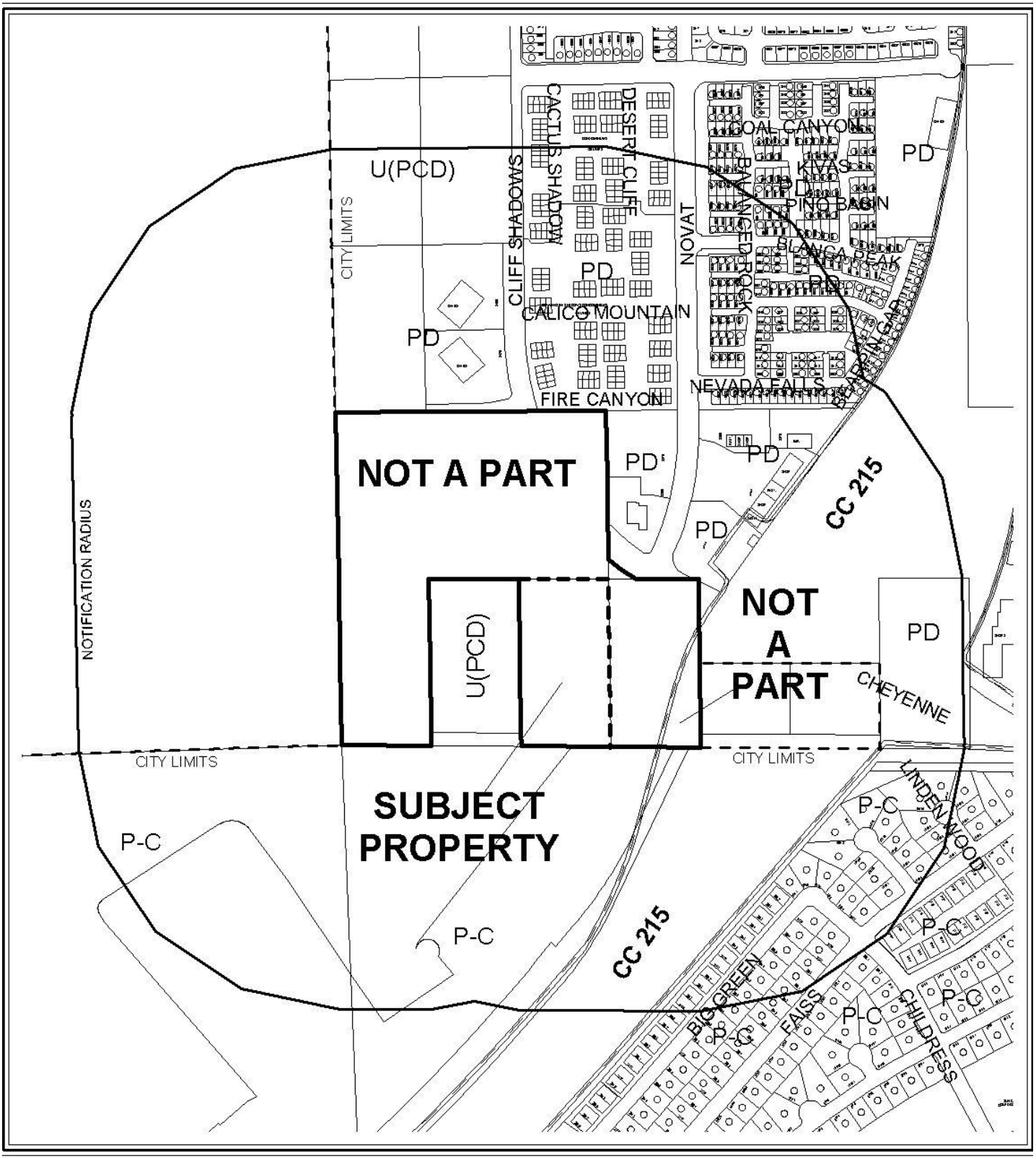
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37943 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Request for a Variance TO ALLOW 119 PARKING SPACES WHERE 338 ARE REQUIRED on 4.99 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-011), PD (Planned Development) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report – VAR-37943 and SDR-37942
3. Supporting Documentation
4. Photos – VAR-37943 and SDR-37942
5. Justification Letters – VAR-37943 and SDR-37942
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Items VAR-37943 and SDR-37942



CASE: VAR-37943

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) ZONE [L (LOW DENSITY RESIDENTIAL) LONE MOUNTAIN WEST LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:

PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES) LONE MOUNTAIN WEST LAND USE DESIGNATION]



0 400 800 Feet

CASE: VAR-37943

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [L (LOW DENSITY RESIDENTIAL) LONE MOUNTAIN WEST LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES) LONE MOUNTAIN WEST LAND USE DESIGNATION]

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City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC.

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-37943	Staff recommends APPROVAL, subject to conditions:	MOD-30617 ZON-31062 VAC-30622 SDR-37942
SDR-37942	Staff recommends APPROVAL, subject to conditions:	MOD-30617 ZON-31062 VAC-30622 VAR-37943

** CONDITIONS **

VAR-37943 CONDITIONS

Planning and Development

1. Approval of Major Modification (MOD-30617) and Rezoning (ZON-31062)

2. Approval of and conformance to the Conditions of Approval for Vacation (VAC-30622) and Site Development Plan Review (SDR-37942) 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 principle building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-37942 CONDITIONS

Planning and Development

1. Approval of Major Modification (MOD-30617) and Rezoning (ZON-31062)

2. Approval of and conformance to the Conditions of Approval for Major Modification (MOD-30617), Rezoning (ZON-31062), Vacation (VAC-30622) and Variance (VAR-37943) 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 landscape plan date stamped 05/04/10, and the site plan and building elevations date stamped 04/13/10, except as amended by conditions herein.

5. A Waiver of the Lone Mountain West Wall and Landscape standards is herby approved, to allow retaining walls up to 16 feet in height without intermediate terracing, and to allow a zero-foot landscape buffer along portions of the north, south, east and west property lines.

6. An Exception from Title 19.10 is hereby approved, to allow 78 parking lot trees for the overall site where 87 trees are required and four diamonds within the east lot where eight parking lot islands are required.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

8. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

9. This approval shall apply to the site as a whole. Any proposed phasing plan for site construction shall be submitted to the Planning and Development Department for consideration prior to issuance of any building permits to determine whether a Minor or Major Site Development Plan Review is required for approval.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: on the south side of Cliff Shadows Parkway, west of the intersection with the future Desert Hope Drive, a Multi-Use Transportation Trail is required and shall meet all minimum standards of the City of Las Vegas Master Plan, Transportation Trails Element.

11. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

12. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

13. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

14. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

15. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

16. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

17. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

18. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

19. Coordinate with the Right-of-Way Section of the Department of Public Works to obtain a Bureau of Land Management (BLM) Right-of-Way Grant Easement at the northwest corner of this site, including the existing circular turn around and roadway providing access to both Assessors' Parcel # 137-12-401-010 and this site from Cliff Shadows Parkway prior to the issuance of any permits for this site. Comply with the requirements of the Right-of-Way Section.

20. Construct a multi-use non-equestrian trail along Cliff Shadows Parkway for all portions of this site that are adjacent to Cliff Shadows Parkway. Grant a multi-use non equestrian trail easement for all portions of the required trail on Assessor's Parcel #137-12-401-010 that are outside of the public right-of-way. Coordinate with the Right-of-Way Section to determine BLM document requirements to construct the portions of the multi-use non-equestrian trail that are on Assessor's Parcel #137-12-410-040. Comply with the requirements of the Right-of-Way Section.

21. A Petition of Vacation for the existing Cheyenne Avenue right-of-way adjacent to the southwest corner of this site shall be submitted to the City and shall be approved by the City Council prior to the submittal of any construction drawings for this site. The Order of Vacation shall record prior to the issuance of any permits for this site. If such Petition of Vacation is not approved by City Council, this site shall be redesigned to accommodate dedication of appropriate right-of-way to extend or terminate Cheyenne Avenue.

22. Petition of Vacation VAC-30622 shall record prior to the issuance of any building permits.

23. If not already in place at the time of development of this site, construct all incomplete street improvements on Cliff Shadows Parkway and full street improvements on Desert Hope Drive concurrent with development. Desert Hope Drive improvements shall be built per the approved construction drawings for "Improvement Plans for Desert Hope Drive Access Road, Reverence (Village 26)", modified as approved by the Department of Public Works. Construct all underground improvements, including bases, conduits, and poles for the future signalization of the Desert Hope Drive / Cliff Shadows Parkway intersection, on both southwest and southeast quadrants concurrent with construction of the roadway. As site development occurs in phases, each phase shall perform a warrant analysis to determine if signalization is warranted; if so, the developer shall coordinate with the Traffic Engineering Division to signalize the intersection. In addition, coordinate with the Traffic Engineering Division of the Department of Public Works to design and construct appropriate improvements to direct pedestrian traffic to appropriate crossing points connecting the satellite parking site across Desert Hope Drive to the proposed church 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).

24. Submit an Encroachment Agreement for the rockery wall located along Desert Hope Drive adjacent to this site prior to the issuance of permits for this site.

25. If not already in place, extend public sewer in Desert Hope Drive to the southern, edge of this site at a size, depth and location acceptable to the Collection System Planning section of the Department of Public Works. Provide public sewer easements for all public sewers not located within existing public street right-of-way or public sewer easements 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.

26. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

27. Meet with the 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.

28. 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. 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.

29. 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 drainage ways 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.

** STAFF REPORT **

PROJECT DESCRIPTION

These requests are for a church and related school facility to be located on an undeveloped site located at the southwest corner of Cliff Shadows Parkway and the 215 Beltway. The site includes four lots, two of which are owned by the International Church of Las Vegas, and two that are owned by the Bureau of Land Management that are leased to the City of Las Vegas for development as the La Madre Trailhead park complex. The applicant has entered into a Disposition and Development Agreement with the city to develop and landscape additional parking facilities and public right-of-way (Desert Hope Drive) on these parcels, to be shared by the church and park facilities. The requested Variance for parking is appropriate as the applicant has provided evidence of unique and extraordinary circumstances related to the topography of the site. The requested landscape waivers and exceptions can be supported as they are mitigated by additional landscaping located throughout the interior of the site. Therefore, staff is recommending approval of these requests.

ISSUES

- Previous applications for a Major Modification (MOD-30617), Rezoning (ZON-31062), Variances (VAR-30620 and VAR-31394) for parking and Hillside Ordinance requirements, a Vacation (VAC-30622) of government patent easements and a Site Development Plan Review (SDR-30614) were recommended for approval by the Planning Commission, but were tabled at the 04/01/09 City Council meeting. Pending a recommendation by the Planning Commission, these current requests will replace the previously submitted Site Development Plan Review and parking Variance, and will be considered at City Council concurrently with the Major Modification, Rezoning and Vacation. The Variance previously submitted for the Hillside Ordinance requirements is no longer needed due to site and building revisions that bring the proposed development into compliance with the provisions of the ordinance.
- A Waiver of the Lone Mountain West Wall and Landscape standards is required to allow retaining walls up to 16 feet in height without intermediate terracing, and to allow a zero-foot landscape buffer along portions of the north, south, east and west property lines.
- An Exception from Title 19.10 is required to allow 78 parking lot trees for the overall site where 87 trees are required and four diamonds within the east lot where eight parking lot islands are required.
- A Condition of Approval has been added to require that any proposed phasing plan for site construction shall be submitted to the Planning and Development Department for consideration prior to issuance of any building permits to determine whether a Minor or Major Site Development Plan Review is required for approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/05/03	The City Council approved an Annexation (A-0038-02) for the subject property as part of a larger request. The Planning Commission recommended approval. The effective date was 02/14/03.
12/17/03	The City Council approved a Rezoning (ZON-3209) to PD (Planned Development), a Major Modification (MOD-3206) to add approximately five acres to the Lone Mountain West Master Plan area and to amend the Plan to allow churches within all residential land use designations with approval of a Special Use Permit (SUP-3304) for the Church/House of Worship. The Planning Commission and staff recommended denial as no Site Development Plan Review accompanied the application for a Special Use Permit. A two year approval was granted for the Church and pre-school, set to expire 12/17/05. The Planning Commission and Staff recommended denial.
03/01/06	The City Council approved a request for an Extension of Time (EOT-11349) of an approved Special Use Permit (SUP-3304) that allowed a Church/House of Worship and a Preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval. A one-year extension was granted, set to expire 12/17/07.
01/09/08	The City Council approved a Dispensation and Development Agreement to allow the International Church of Las Vegas to develop portions of APNs 137-12-401-001 and 040, and to share the use of these areas for purposes of overflow parking and recreation.
02/06/08	The City Council approved a request for a second Extension of Time (EOT-26060) for an approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool adjacent to the south side of Cliff Shadows Parkway, approximately 375 feet west of the 215 Beltway. Staff recommended approval.
04/01/09	At the request of the applicant, the City Council tabled requests for a Major Modification (MOD-30617), Rezoning (ZON-31062), Variances (VAR-30620 and VAR-31394), Vacation (VAC-30622) and a Site Development Plan Review (SDR-30614) for a Church/House of Worship located at the southwest corner of Cliff Shadows Parkway and the 215 Beltway. The Planning Commission recommended approval of all requests, whereas staff recommended approval of the Major Modification, Rezoning and Vacation, but recommended denial on the Variances and Site Development Plan Review.
02/03/10	The City Council approved a request for an Extension of Time (EOT-36912) of a previously approved Special Use Permit (SUP-3304) for a church/house of worship and a preschool at 3319 Cliff Shadows Parkway. Staff recommended approval.
05/27/10	The Planning Commission (7-0 vote) and Staff recommended APPROVAL of

	companion item SDR-37942 concurrently (PC Agenda Item 37/sg).

Most Recent Change of Ownership	
12/24/03	A deed was recorded for a change in ownership for APN 137-12-401-011.
07/23/07	A deed was recorded for a change in ownership for APN 137-12-410-003.

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the site.

Pre-Application Meeting	
03/09/10	A pre-application meeting was held to review proposed changes for a previously submitted project. The changes will require resubmittal of a Site Development Plan Review and a Variance for parking.

Neighborhood Meeting	
04/05/10	There was a voluntary Neighborhood Meeting held for at Mountain Crest Community Center, 4701 North Durango Drive, Las Vegas, Nevada, 89129, from 6:30 pm to 7:10 pm. In attendance were five members of the general public, three representatives for the applicant and two staff members (one City Council liaison and one Planning and Development). The applicant representatives announced that the height of the church building was reduced to 35 feet, and the area of the building would total 66,192 square feet, built in two phases; approximately 27,000 square feet in Phase I, and approximately 39,000 square feet in Phase II. The public still had concerns: • Site disturbance • Traffic study

Field Check	
04/22/10	A field check was conducted by staff. A well maintained undeveloped site was observed.

Details of Application Request	
Site Area	
Gross Acres	9.12 Acres (subject site, including BLM land)
Net Acres	5.07 Acres (applicant owned)

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	L (Low Density Residential) Lone Mountain West Land Use Designation, P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation [**Proposed**: PF (Public Facilities) Lone Mountain West Land Use Designation and P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation]	PD (Planned Development), U (Undeveloped) [PCD (Planned Community Development) General Plan designation] and C-V (Civic) [**Proposed**: PD (Planned Development) and C-V (Civic)]
North	Equestrian Trailhead (City Park)	P (Parks, Schools, Recreation, Open Space) Lone Mountain West Land Use Designation	C-V (Civic)
	Financial Institution, General with Drive Thru	V-C (Village Commercial) Lone Mountain Land Use Designation	PD (Planned Development)
	Service Station and Auto Repair Garage, Minor		
South	Undeveloped	SUM (Summerlin)	PC (Planned Community)
East	CC 215 ROW	ROW	ROW
West	Undeveloped	L (Low Density Residential) Lone Mountain West Land Use Designation	U (Undeveloped) [PCD (Planned Community Development) General Plan designation]

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Lone Mountain West	X		N
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Hillside Development Area	X		Y
PD (Planned Development) District	X		Y
Trails	X		By Condition
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

All development within the Lone Mountain West Master Plan area is subject to the Lone Mountain West Master Plan. The Lone Mountain West Master Plan does not establish design standards for buildings located within a PF (Public Facilities) Lone Mountain West Land Use designation zone. As no design standards exist for the PF (Public Facilities) Lone Mountain West Land Use designation, the development standards for this development shall use the following criteria: The development standards shall be established by the PF (Public Facilities) Lone Mountain West Land Use designation and any corresponding Site Development Plan Review approval under Subchapter 19.18.050. The site also falls within the Hillside Development Area, and will be subject to the regulations contained in Title 19.06.170 Hillside Development Standards and Guidelines. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area. The proposed landscaping, parking, setbacks, and maximum building heights for this project are defined below. Any future development will require review for determination of appropriate development standards.

Standard	*Provided (Original Submittal SDR-30614)*	*Provided (Revised Submittal SDR-37942)*	*Difference*	*Compliance*
Building Area	89,550 SF	66,192 SF	-23,358 SF (26% Reduction)	Y
Min. Setbacks				
• Front	144 Feet	263 Feet	+119	Y
• Side	40 Feet	40 Feet	n/c	Y
• Rear	175 Feet	203 Feet	+28	Y
Max. Lot Coverage	15.3%	18.7%	+3.4%	Y

Max. Building Height	5 Stories / 85 Feet (2 Stories / 35 Feet Max – VAR-30620)	2 Stories / 35 Feet	Meets Hillside Ordinance	Y
Site Disturbance	3.78 Acres (3.56 Ac Max – VAR-30620)	3.43 Acres	Meets Hillside Ordinance	Y

Pursuant to Title 19.06.170 Hillside Development Standards and Guidelines, the following site disturbance standards apply:

Slope	*Site Area*	*Maximum Disturbance Allowed*		*Proposed Disturbance*	*Compliance*
0% to 15%	2.70 Acres	100%	2.70 Acres		
15% to 25%	0.43 Acres	50%	0.21 Acres		
25% and Greater	1.86 Acres	35%	0.65 Acres		
Total Parcel Area	4.99 Acres		3.56 Acres	3.43 Acres	Y

Pursuant to Title 19.12 and the Lone Mountain West Master Development Plan and Design Standards, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees (West):				
• North	1 Tree / 20 Linear Feet	21 Trees	27 Trees	Y
• South	1 Tree / 30 Linear Feet	13 Trees	Zero Trees	N
• East	1 Tree / 20 Linear Feet	26 Trees	26 Trees	Y
• West	1 Tree / 30 Linear Feet	23 Trees	11 Trees	N
Buffer Trees (East):				
• North	1 Tree / 20 Linear Feet	8 Trees	8 Trees	Y
• South	1 Tree / 30 Linear Feet	3 Trees	4 Trees	Y
• East	1 Tree / 30 Linear Feet	25 Trees	26 Trees	Y
• West	1 Tree / 20 Linear Feet	16 Trees	32 Trees	Y
TOTAL PERIMETER TREES		**135 Trees**	**134 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	87 Trees	78 Trees	N
LANDSCAPE PLANTER WIDTHS				
Min. Zone Width				
• North	7 Feet		Zero Feet	N
• South	7 Feet		Zero Feet	N
• East	7 Feet		Zero Feet	N
• West	7 Feet		Zero Feet	N

Pursuant to Title 19.04 and Title 19.10, the following 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 or House of Worship	1,350-seat gathering room	1 space per 4 seats in the gathering room	338		119		N
TOTAL SPACES REQUIRED			338		119		
TOTAL (With Handicapped)			330	8	111	8	N
DEVIATION			65%				

Waivers – Lone Mountain West Master Plan		
Requirement	**Request**	**Staff Recommendation**
A maximum three-foot, six-inch high retaining walls with five-foot wide terraces between	Retaining walls up to 16 feet in height without terracing	Approval
A seven-foot landscape planting strip along interior lot lines	Zero-foot landscape planting strip along portions of the north, south, east and west lot lines	Approval

Exceptions – Title 19.12		
Requirement	***Request***	***Staff Recommendation***
87 Parking lot trees	78 Trees	Approval
Eight parking lot islands	Four diamonds	Approval

ANALYSIS

This is the second Site Development Plan Review with an associated Variance for parking to be submitted for the subject site. These applications will replace the previous submittals for a Site Development Plan Review and Variance for parking (VAR-31394 and SDR-30614), and, pending a recommendation from the Planning Commission, will be considered before the City Council along with other previous submittals for a Major Modification (MOD-30617), Rezoning (ZON-31062), and a Vacation (VAC-30622) of government patent easements. Approval of these other previous submittals is required to approve the current Site Development Plan Review and associated Variance; all received a recommendation of approval from both the Planning Commission and staff prior to being tabled at the 04/01/09 City Council meeting.

submitted Site Development Plan Review and Variance for parking (VAR-31394 and SDR-30614), along with a previously submitted Variance for the Hillside Ordinance requirements (VAR-30620) will all be allowed to expire as they are no longer needed due to the revisions to the site plan and building elevations in the current application submittals.

The site is comprised of four lots, two of which are owned by the International Church of Las Vegas (ICLV), and two that are owned by the Bureau of Land Management (BLM) that are leased to the City of Las Vegas for development as the La Madre Trailhead park complex. The church and school buildings will be located on one of the lots owned by the ICLV. The applicant has entered into a Disposition and Development Agreement with the city to develop and landscape additional parking facilities and public right-of-way (Desert Hope Drive) on the lots owned by the BLM, to be shared by the church and park facilities. The subject site is located at the southwest corner of Cliff Shadows Parkway and the 215 Beltway, and will have ready access to these roadways, as well as Cheyenne Avenue, to accommodate any increased traffic associated with the site.

The proposed church and school facility will be comprised of two interconnected buildings with an amphitheater in between. The proposed buildings are no more than 35 feet in height. Parking will be provided to the north of the structures and in a satellite lot to the east across Desert Hope Drive. There are a total of 337 parking spaces provided on the overall subject site; however, only 119 spaces, including eight handicap accessible spaces, are available on property owned by the church. As the remaining spaces are located on property owned by the BLM and cannot be guaranteed beyond the lease expiration of 2032, a Variance for parking is required. Staff can support the request as the subject site has extraordinary topographical conditions that will result in undue hardship for developing the site in strict compliance with the provisions of Title 19.

Although phasing of construction activities has been discussed, no phasing plan has been submitted for consideration. A Condition of Approval has been added to require that any proposed phasing plan for site construction shall be submitted to the Planning and Development Department for consideration prior to issuance of any building permits to determine whether a Minor or Major Site Development Plan Review is required for approval. This additional review will ensure that the site will be compatible with the surrounding area, and that improvements that are required for the public health, safety and welfare are addressed through all phases of construction.

Waivers of the Lone Mountain West Master Development Plan and Design Standards are required for walls and landscaping. Per the design standards, retaining walls are limited to a maximum of three feet, six-inches, with five-foot wide terraces separating the walls. The applicant is proposing walls up to 16 feet in height with no terracing between, which is supported by staff as the site is subject to extreme topographical conditions, and the highest walls are located behind the buildings and not visible from the public right-of-way.

As previously addressed, the subject site is comprised of multiple lots with differing ownership, resulting in lot lines that are located at the interior of the overall subject site. In addition, the south lot line is inaccessible due to the topography of the site. Because of these conditions, perimeter landscaping is not provided along all lot lines as required. In addition to this waiver request, Exceptions for landscaping have been requested to allow 78 parking lot trees and four landscape diamonds where 87 trees and eight landscape islands are required. Staff is supporting the requested waiver and exceptions as the applicant has provided buffers in sufficient widths along all public rights-of-way, and in a reduced width of five feet along the west lot line where drainage and topographic conditions allow. Additional trees and shrubs in significant quantities have been included in planters throughout the interior of the site. A Multi-Use Transportation Trail is located along the Cliff Shadows Parkway street frontage and has been conditioned to comply with the provisions of the Transportation Trails Element of the City of Las Vegas 2020 Master Plan.

This is the first project to be considered under Title 19.06.170 Hillside Development Standards and Guidelines, adopted by City Council on August 15, 2007. As required, a preliminary review of the project was completed prior to submittal of entitlement applications to identify existing geographic, topographic and environmental features of the site, determine the impact of the proposed project on these features, and to determine compliance with the standards and guidelines in general. Grading plans and sections, a slope analysis, a ridgeline/elevation study and a drainage study were all submitted by the applicant and reviewed by city staff in the following departments: Planning and Development, the Development Coordination, Flood Control, Land Development Services and Transportation Planning sections of Public Works, and Fire and Rescue. Initially, it was determined that the proposed project met the minimum requirements for the preliminary review, but that two Variances (VAR-30620) to the standards would be required for building height and site disturbance. The current submittal contains revisions to the original site plan, building elevations and floor plans depicting the project to be in compliance with the requirements of the ordinance.

As the proposed site is in substantial compliance with Title 19 and the Lone Mountain West Master Plan, is compatible with the existing surrounding land uses, and measures have been taken to mitigate the impacts that the development may have on adjacent properties, staff is recommending approval of the requests for a parking Variance and Site Development Plan Review.

FINDINGS (VAR-37943)

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."

Evidence has been presented of extraordinary topographic conditions that would result in undue hardship for developing the site in strict compliance with the provisions of Title 19. In view of the difficulties imposed by the site's physical characteristics, it is concluded that the applicant's hardship is justified, and it is thereby within the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-37942)

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, as conditioned, is compatible with the adjacent development and 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 development is consistent with the General Plan, but not consistent with Title 19 and the Lone Mountain West Master Plan due to the requested Variance, Waivers and Exceptions. These requests are supported due to extreme topographical site conditions and mitigating factors such as additional landscaping within interior planting areas.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site will be accessed by two driveways: a driveway that will serve the subject site, the La Madre Trailhead Park and the adjacent property to the west, with access from Cliff Shadows Parkway, which is classified as an 80-foot Secondary Collector, and a second driveway with access from the future Desert Hope Drive, which is anticipated to be a Secondary Collector in the Master Plan of Streets and Highways.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscape materials conform to the requirements of Title 19 and the Lone Mountain West Master Plan, and are appropriate for the area and 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 are not unsightly, undesirable or obnoxious, and create an orderly and aesthetically pleasing environment. The proposed development is harmonious and compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 531 (By City Clerk)

APPROVALS 1

PROTESTS 9

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37943** APN: 137-12-401-011 & 137-12-410-003

Name of Property Owner: CHURCH INTERNATIONAL LAS VEGAS

Name of Applicant: CHURCH INTERNATIONAL LAS VEGAS

Name of Representative: SOUTHWEST ENGINEERING

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: PAUL M. GAULD, PRESIDENT

Subscribed and sworn before me

This 12th day of APRIL, 20 10

_____

Notary Public in and for said County and State

MIRIAM R. SCHARSCH
Notary Public, State of Nevada
Appointment No. 03-80748-1
My Appt. Expires March 15, 2011

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE FOR PARKING

Project Address (Location) CLIFF SHADOWS & NOVAT

Project Name ICLV PRAYER MOUNTAIN **Proposed Use** _____

Assessor's Parcel #(s) 137-12-401-011 & 137-12-410-003 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER CHURCH INTERNATIONAL LV **Contact** _____

Address 8100 WEST CLIFF DR. **Phone:** (702) 242-2273 **Fax:** (702) 673-4771

City LAS VEGAS **State** NV **Zip** 89145

APPLICANT CHURCH INTERNATIONAL LV **Contact** _____

Address 8100 WEST CLIFF DR. **Phone:** (702) 242-2273 **Fax:** (702) 673-4771

City LAS VEGAS **State** NV **Zip** 89145

REPRESENTATIVE SOUTHWEST ENGINEERING **Contact** MICHAEL CASANOVA

Address 3610 N. RANCHO DR. **Phone:** (702) 648-9700 **Fax:** (702) 648-4143

City LAS VEGAS **State** NV **Zip** 89130

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name PAUL M. GOLLET, PRESIDENT

Subscribed and sworn before me

This 12th day of APRIL, 20 10.

_____

Notary Public in and for said County and State

MIRIAM R. SCHARSCH
Notary Public, State of Nevada
Appointment No. 03-80745-1
My Appt. Expires March 15, 2011

FOR DEPARTMENT USE ONLY

Case #	VAR-37943
Meeting Date:	5/27/10
Total Fee:	$830
Date Received:*	4/13/10
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.

GRAPHIC SCALE

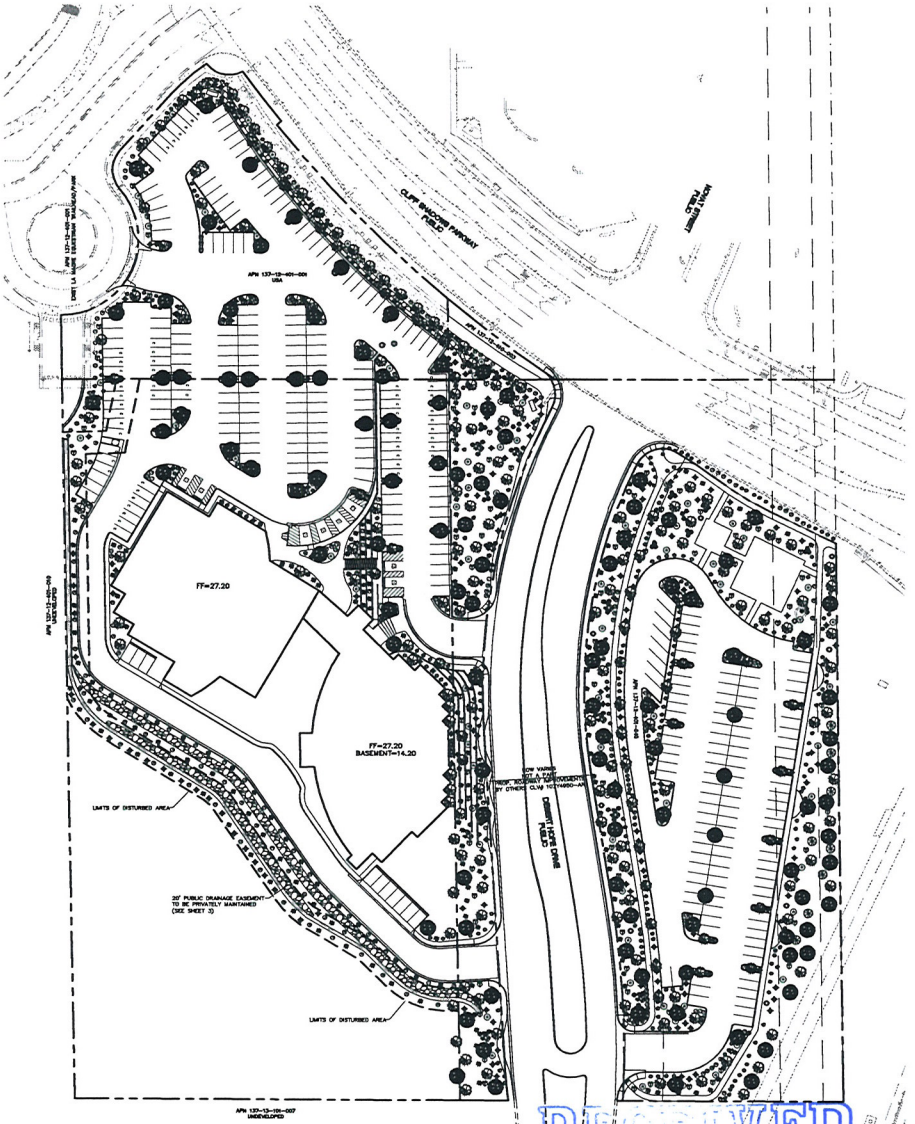
(IN FEET)
HORIZONTAL SCALE= 1"=50'

PLANT SCHEDULE

	SYM.	SIZE	QTY.	SCIENTIFIC NAME	COMMON NAME
TREE		24" Box	189	Cercidium floridum	'Desert Museum' Palo Verde (Multi-trunk)
		24" Box	114	Prosopis glandulosa	'Chilean' Mesquite (Std-trunk)
SHRUBS		5 Gal	8	Cassia nemophila	Feathery cassia
		5 Gal	79	Dasylirion wheeleri	Desert spoon
		5 Gal	33	Hesperaloe parviflora	Red yucca
		5 Gal	82	Xylosma congesta	Xylosma
		5 Gal	41	Muhlenbergia capillaris	Regal Mist
		5 Gal	180	Prostrate Rosemary	Trailing rosemary
		5 Gal	93	Fire Thorn pyracantha	Pyracantha 'Santa Cruz'
GROUND COVERS		1 Gal	345	Lantana Camera	Gold Trailing Lantana
		1 Gal	149	Trachelospermum jasminoides	Star Jasmine
		1 Gal	260	Chrysactinia mexicana	Damianita
MATERIALS		750 TONS		Install aprox. 89,890 = 750 tons 3/4" Decorative Granite	
		25 TONS		GRANITE BOULDERS (2'X2'X2', 2'X3'X2') RED GRANITE	
		3 SEATING-AREAS		BOULDER OR BLOCK WALL BACK RETAING WALL BEHIND EACH SEATING AREA 32' PER AREA 3 AREAS = 96 TOTAL LIN. FT OF WALL	
		6		2 BENCHES PER SEATING AREA ALONG PATHWAYPER SEATING AREA = 6 TOTAL BENCHES	
		5		TRASH CANS BY SEATING AREA AND ALONG PATHWAY	
		16		LAMP LIGHT POST, SPACED EVERY 90'-100' ALONG PATHWAY	
		6		DOG STATION	

BLM PROPERTY PARKING AREA/PARK TRAIL AREA

Parking Area = 70,954 Sq. Ft	Park-/trail area = 65,517 Sq. Ft.
Total area = 136,471 Sq. Ft.	Park-/trail area = 48% total



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MAY 04 2010

SDR-37942

REVISED

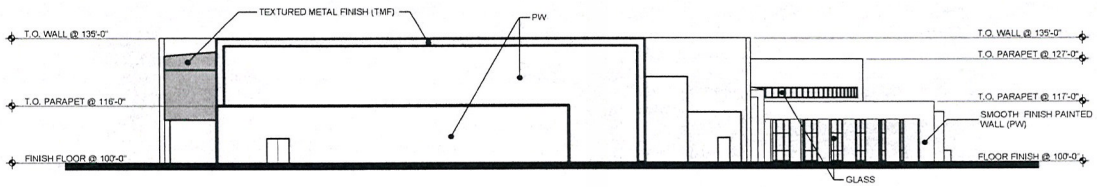
NO.	DATE	BY	APP'D.	REVISION DESCRIPTION

KENT E. ANDERSON
Expir. 12-31-10
CIVIL
No. 8078
STATE OF NEVADA
PROFESSIONAL ENGINEER
STAMP DATE:

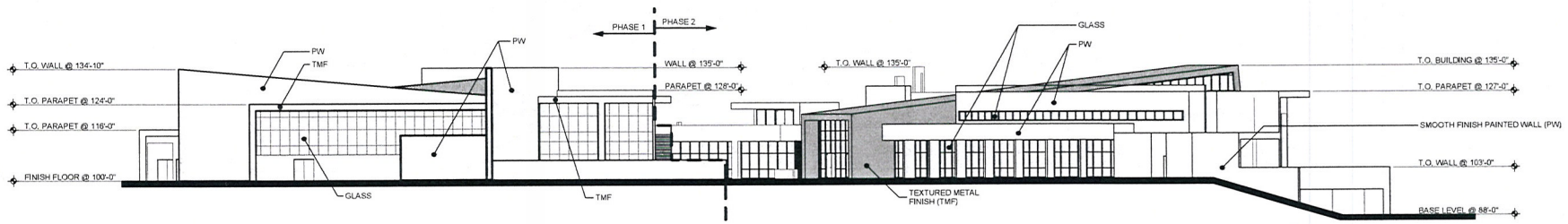
3610 North Rancho Drive
Las Vegas, Nevada 89130
(702) 645-2423 FAX (702) 645-9100
SOUTHWEST
LAND PLANNING • MAPPING • DEVELOPMENT

TITLE: PRELIMINARY LANDSCAPE PLAN
PROJECT: PRAYER MOUNTAIN
INTERNATIONAL CHURCH OF LAS VEGAS
CITY OF LAS VEGAS NEVADA

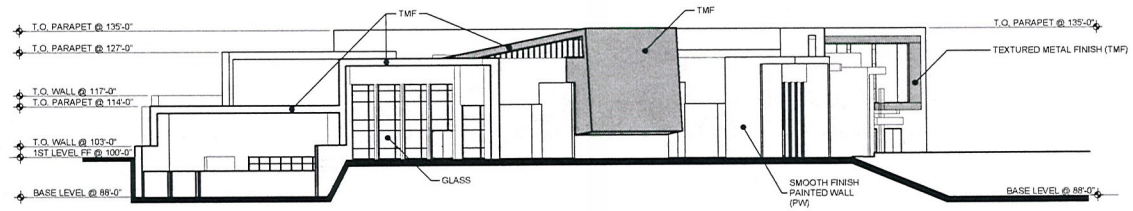
WORK ORDER NO:	050915
DESIGN BY:	KA
DRAWN BY:	MH
DATE:	05-04-10
SCALE:	1"=50'
SHEET	1 OF 1 SHEETS
CLV DWG NO.	NO.



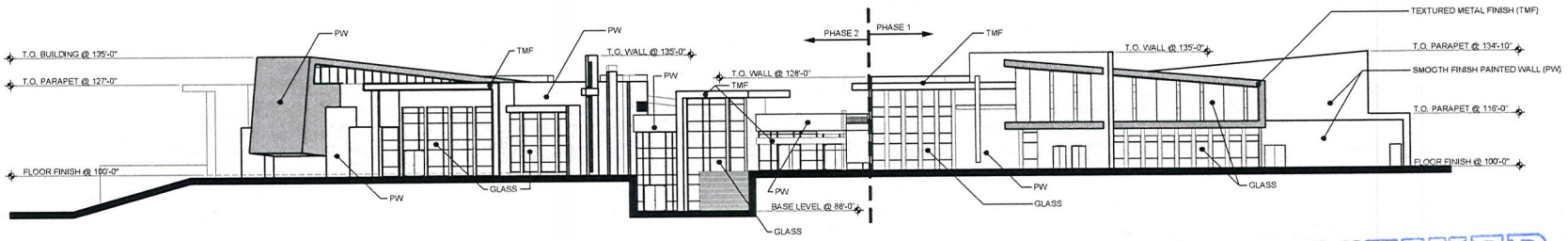
04 WEST ELEVATION
SCALE: 1/16" = 1'-0"



03 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



02 EAST ELEVATION
SCALE: 1/16" = 1'-0"



01 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

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las vegas nv 89115
ph 702.871.3416
fax 702.871.2839
www.jvcarchitects.biz

INTERNATIONAL CHURCH OF LAS VEGAS
PRAYER MOUNTAIN
8100 WESTCLIFF DRIVE
LAS VEGAS, NEVADA 89134

0813-ICLV-PM
04-12-10

A4.1
ELEVATIONS
DESIGN PHASE

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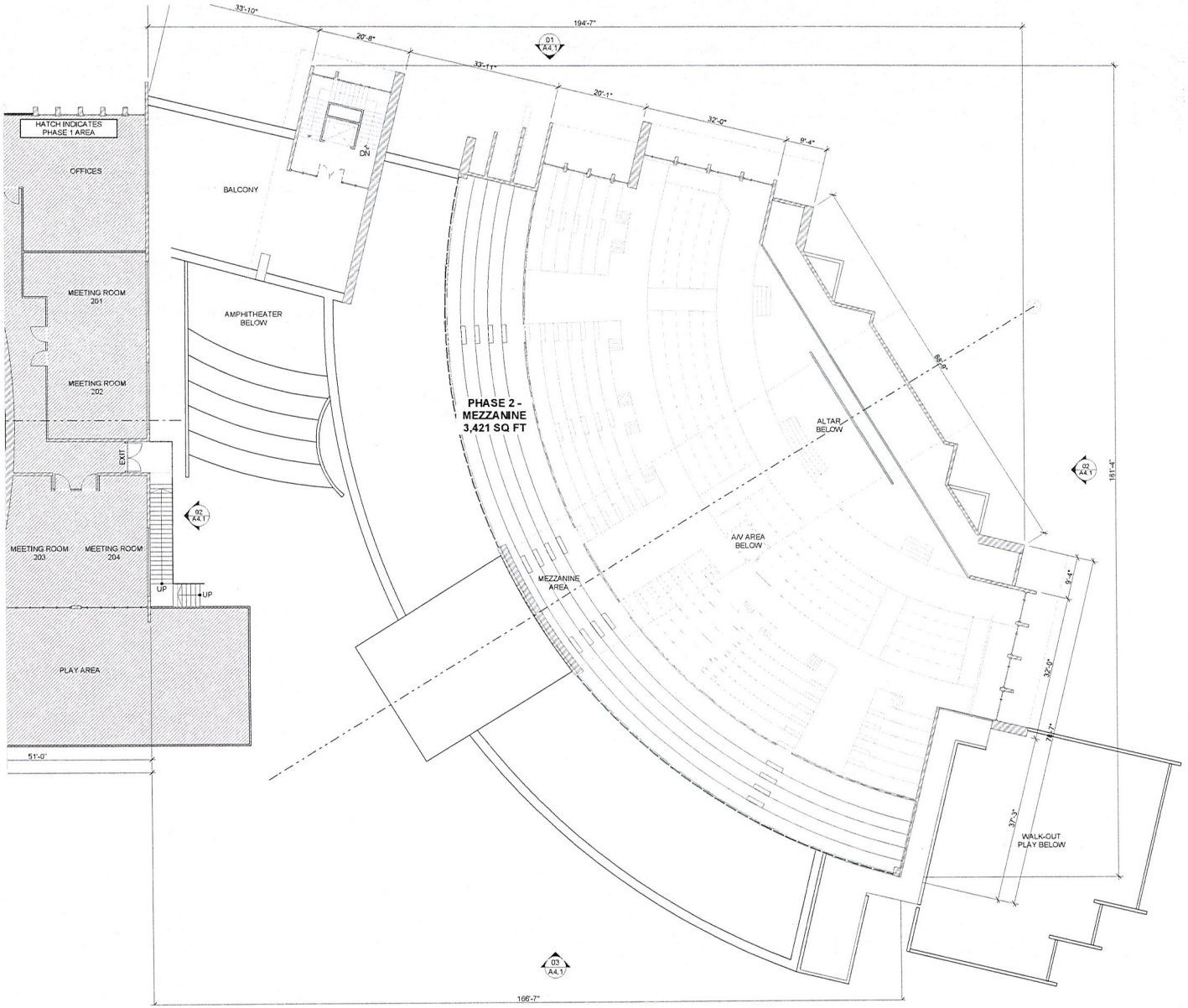

01 PHASE 1 - LEVEL 1 FLOOR PLAN
SCALE: 3/32" = 1'-0"

FLOOR AREA

PHASE 1

FLOOR 1 LEVEL	= 20,445 SQ FT
FLOOR 2 LEVEL	= 7,425 SQ FT
TOTAL	= 27,870 SQ FT

PHASE 2

BASE LEVEL	= 14,052 SQ FT
FLOOR 1 LEVEL	= 20,849 SQ FT
MEZZANINE LEVEL	= 3,421 SQ FT
TOTAL	= 38,322 SQ FT

TOTAL SQUARE FOOTAGE = 66,192 SQ FT

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A1.5
MEZZANINE LEVEL
DESIGN PHASE

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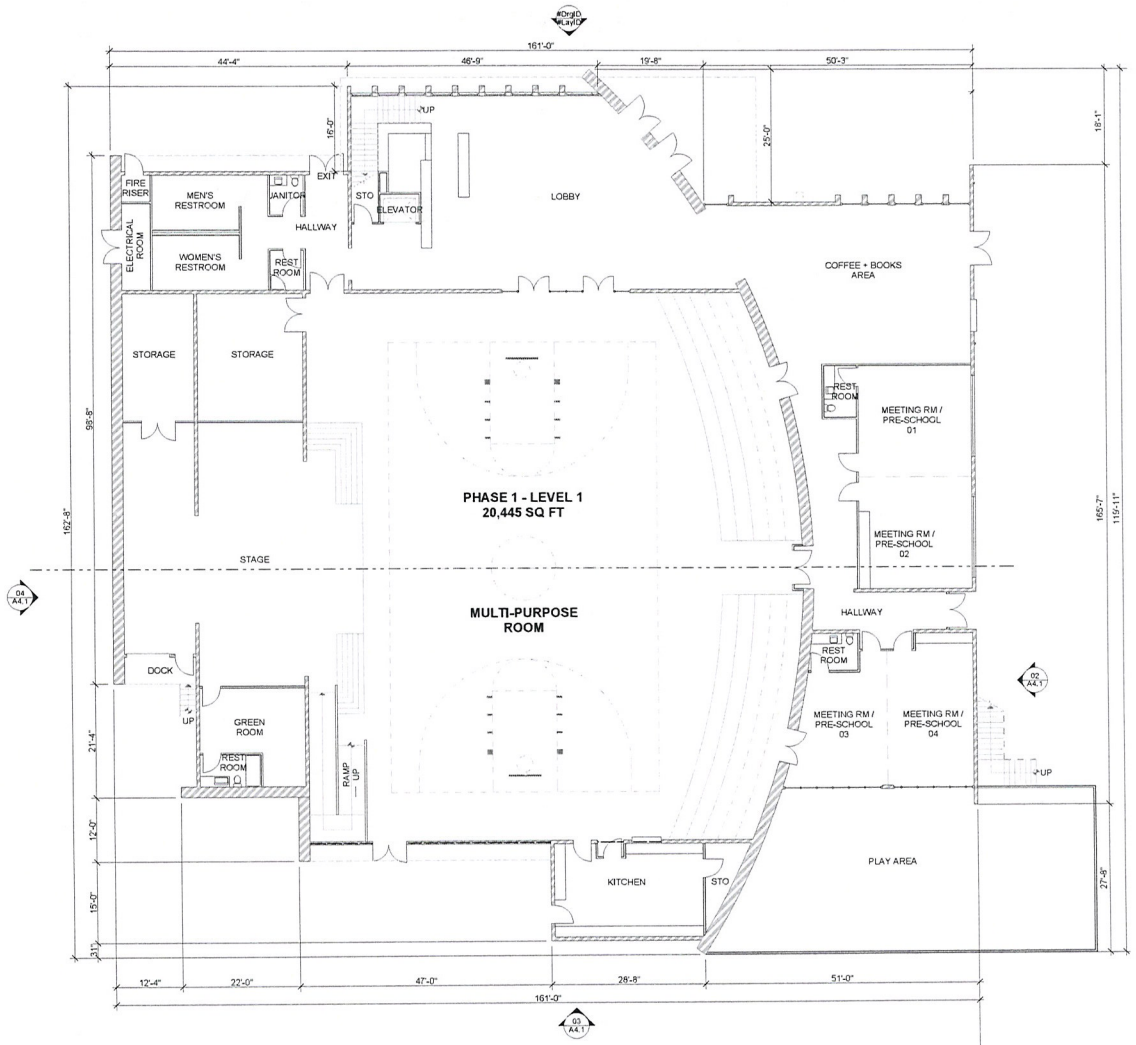

01 PHASE 1 - LEVEL 1 FLOOR PLAN
SCALE: 3/32" = 1'-0"

NORTH

FLOOR AREA

PHASE 1

FLOOR 1 LEVEL	= 20,445 SQ FT
FLOOR 2 LEVEL	= 7,425 SQ FT
TOTAL	= 27,870 SQ FT

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PRAYER MOUNTAIN

8100 WESTCLIFF DRIVE
LAS VEGAS, NEVADA 89134

Project 0813-ICLV-PM
Date 04-12-10

Drawing A1.1
Phase PHASE 1 LEVEL 1
DESIGN PHASE

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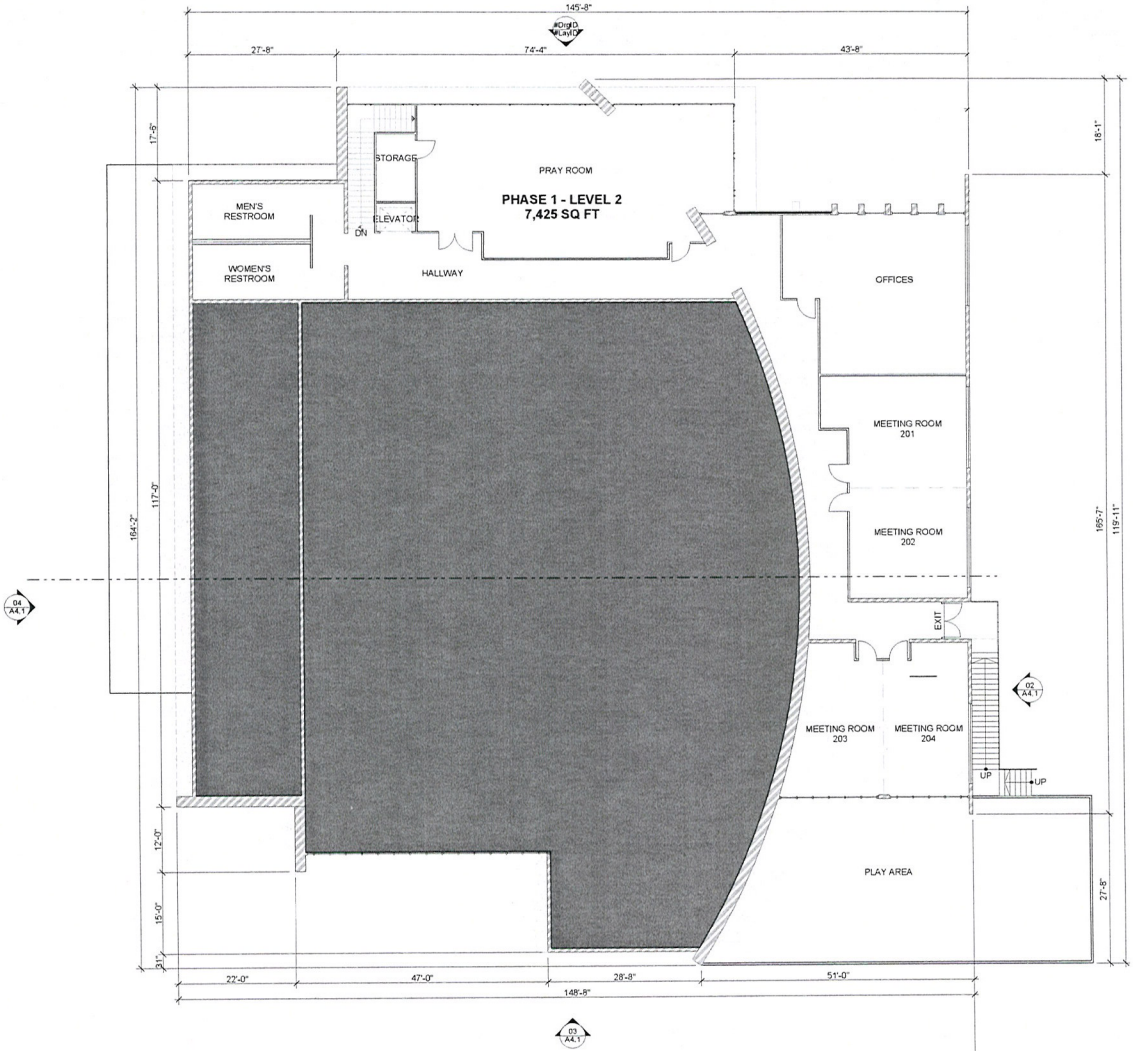

01 PHASE 1 - LEVEL 2 FLOOR PLAN
SCALE: 3/32" = 1'-0"

NORTH

FLOOR AREA	
PHASE 1	
FLOOR 1 LEVEL	= 20,445 SQ FT
FLOOR 2 LEVEL	= 7,425 SQ FT
TOTAL	= 27,870 SQ FT

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Project: 0813-ICLV-PM
Date: 04-12-10

Drawing: A1.2
Drawing Title: PHASE 1 LEVEL 2
DESIGN PHASE

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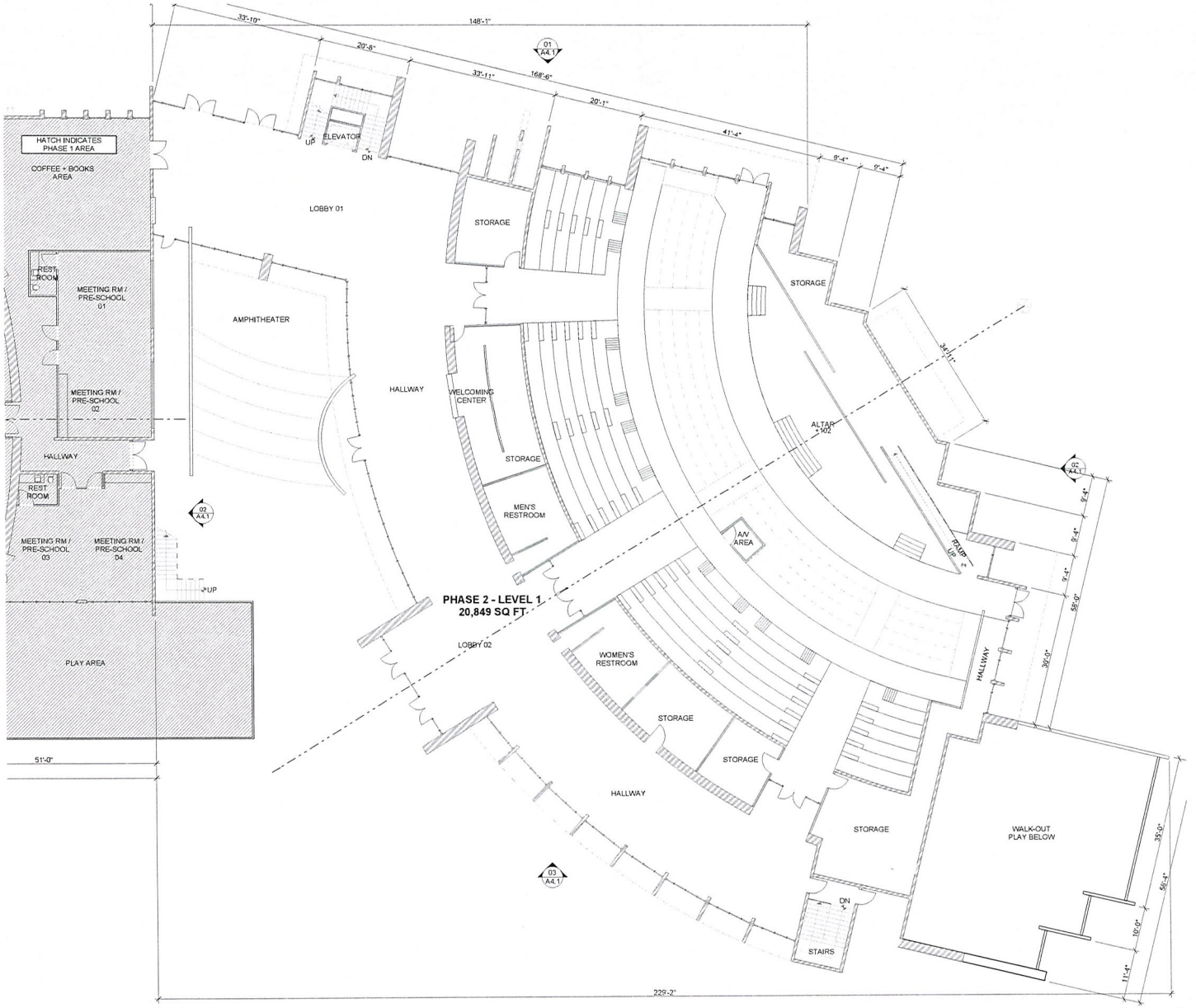

01 PHASE 2 - LEVEL 1 FLOOR PLAN
SCALE: 3/32" = 1'-0"

FLOOR AREA

PHASE 1

FLOOR 1 LEVEL	= 20,445 SQ FT
FLOOR 2 LEVEL	= 7,425 SQ FT
TOTAL	= 27,870 SQ FT

PHASE 2

BASE LEVEL	= 14,052 SQ FT
FLOOR 1 LEVEL	= 20,849 SQ FT
MEZZANINE LEVEL	= 3,421 SQ FT
TOTAL	= 38,322 SQ FT

TOTAL SQUARE FOOTAGE = 66,192 SQ FT

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A1.3
PHASE 2 LEVEL 1
DESIGN PHASE

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01 PHASE 2 - BASEMENT LEVEL FLOOR PLAN
SCALE: 3/32" = 1'-0"

FLOOR AREA

PHASE 1

FLOOR 1 LEVEL	= 20,445 SQ FT
FLOOR 2 LEVEL	= 7,425 SQ FT
TOTAL	= 27,870 SQ FT

PHASE 2

BASE LEVEL	= 14,052 SQ FT
FLOOR 1 LEVEL	= 20,849 SQ FT
MEZZANINE LEVEL	= 3,421 SQ FT
TOTAL	= 38,322 SQ FT

TOTAL SQUARE FOOTAGE = 66,192 SQ FT

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A1.4
PHASE 2 BASEMENT LEVEL
DESIGN PHASE

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VAR-37943
SDR-37942



VAR-37943 & SDR-37942 - APPLICANT: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - OWNER: INETRNATIONAL CHURCH OF LAS VEGAS, INC. AND USA
SOUTHWEST CORNER OF CLIFF SHADOWS PARKWAY AND 215 BELTWAY

04/22/10



VAR-37943 & SDR-37942 - APPLICANT: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - OWNER: INETRNATIONAL CHURCH OF LAS VEGAS, INC. AND USA
SOUTHWEST CORNER OF CLIFF SHADOWS PARKWAY AND 215 BELTWAY

04/22/10

SOUTHWEST ENGINEERING

• LAND PLANING • MAPPING • DEVELOPMENT

May 3, 2010

RECEIVED
MAY 04 2010

City of Las Vegas
Comprehensive Planning

Re: Justification Letter for Waiver at ICLV PRAYER MOUNTAIN VAR-37943 and SDR-37942

Dear Mr. Gebeke,

We are requesting a waiver of landscaping requirements be granted for the referenced project. This project consists of two separate 5 acre parcels, one owned by the church and one owned by the BLM. The parcel owned by the BLM is under lease to the church and will be built as a park, parking and landscape for the Prayer Mountain project.

Buffer Trees (West Parcel)
The BLM parcel is to the east of the church parcel and is bisected by the future Desert Hope Dr. Because of the location of Desert Hope Dr. to the proximity of the church's property line, all of the frontage landscaping required for the church parcel is located on the BLM parcel. As a result, we are requesting a waiver of landscaping for the east perimeter of the church parcel be granted to allow for the orderly development of both parcels.

The buffer trees on the south and west property lines have been relocated away from the perimeter of the parcel and located adjacent to the building. The buffer trees required on the north property line have been relocated to the Multi-Use Transportation Trail round-about and frontage.

Due to steep topography of the area, the parking area trees have been reduced to maintain the minimum required parking and the perimeter planter widths adjacent to the property lines have been reduced to zero and relocated adjacent to the building.

SDR-37942
REVISED

3610 N. Rancho Drive • Las Vegas, NV 89130 • Telephone: (702) 648-9700 • Fax: (702) 648-4143

Buffer Trees (East Parcel)
The buffer trees for the east parcel will be provided as required.

The tabulation below outlines the landscaping provided for both parcels.

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees (West):				
· North	1 Tree / 20 Linear Feet	21 Trees	8 Trees	N
· South	1 Tree / 30 Linear Feet	13 Trees	Zero Trees	N
· East	1 Tree / 20 Linear Feet	26 Trees	17 Trees	N
· West	1 Tree / 30 Linear Feet	23 Trees	5 Tree	N
Buffer Trees (East):				
· North	1 Tree / 20 Linear Feet	8 Trees	11 Trees	Y
· South	1 Tree / 30 Linear Feet	3 Trees	6 Trees	Y
· East	1 Tree / 30 Linear Feet	25 Trees	25 Trees	Y
· West	1 Tree / 20 Linear Feet	16 Trees	16 Trees	Y
TOTAL PERIMETER TREES		**135 Trees**	**88 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	87 Trees	75 Trees	N
LANDSCAPE PLANTER WIDTHS				
Min. Zone Width				
· North	Per the 2020 Master Plan Transportation Trails Element (Multi-Use Transportation Trail)		Zero Feet	By Condition
· South	7 Feet		Zero Feet	N
· East	7 Feet		Zero Feet	N
· West	7 Feet		Zero Feet	N

Sincerely,

Mark E. Jones, P.E.
President

INTERNATIONAL

8100 Westcliff Drive, Las Vegas, NV 89145

To: Mr. Doug Rankin, Planning Manager
City of Las Vegas

March 22, 2010

From: Janet Kennedy, Administrator
International Church of Las Vegas

Re: Application # ZON-31062/MOD-30617/SDR-30614

Dear Mr. Rankin,

As you know, ICLV has been processing our site plan, architectural drawings, and elevations through a very lengthy process going back to October of 2008. We have had many meetings with staff and the neighbors, as well as Planning Commission hearings and meeting with individual Council members.

We have heard the concerns of our neighbors, staff, and council members and are re-submitting plans which have reduced the project to two (2) similarly sized buildings of 2 floors above grade totaling approximately 52,140 square feet, and a basement in one building with a square footage of 14,052 square feet for a total of 66,192 square feet for both buildings. You will note that what was once an 89,000 square foot building design with an 85-foot tower now has a substantially smaller size square footage with a maximum height of 35 feet which is within the guidelines of the Hillside Ordinance and the Lone Mountain West Master Plan.

In addition, what was an application requiring a number of variances is now lessened to requiring only two variances for additional off-site parking and for wall height. Previously we had requested variances for building height and site disturbance, but those requests are now being withdrawn as they are no longer necessary.

We feel that we have made considerable changes to demonstrate to the surrounding residents our willingness to become good neighbors and support the community. We would request officially that we be able to proceed to Council for final review. This of course requires meetings with staff as is necessary and we look forward to scheduling neighborhood meetings as well.

VAR-37943
SDR-37942

We are working with our representative Mr. Robert Gronauer in processing our application to the city. If you have any questions or need any additional information, please call Mr. Gronauer and we will be happy assist in any way we can. If you need to speak with me directly, please call 702-242-2273.

Thank You,

Janet Kennedy, Administrator

The International Church of Las Vegas

Cc: Bob Gronauer

Paul Goulet

Ron Portaro

VAR-37943
SDR-37942

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

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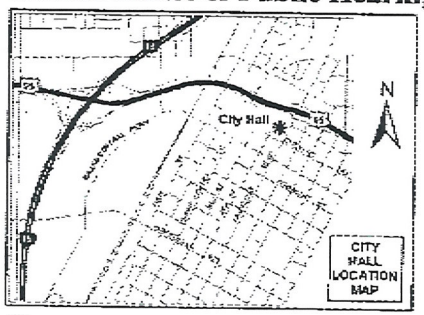

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-37943

Planning Commission Meeting of 5/27/2010

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MAILED FROM ZIP CODE 89101

Case: VAR-37943

13712310077
GREULICH KLAUS
3314 INDIAN SHADOW ST #201
LAS VEGAS NV 89129-8624

05-17-10;22:17 ;mmu corp. 3857268 # 1/ 1

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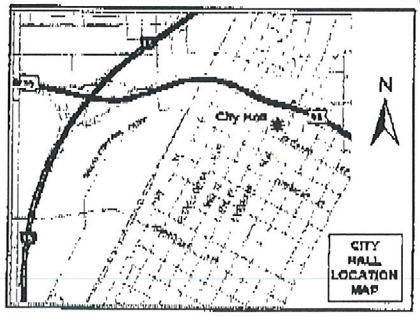

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VAR-37943

Planning Commission Meeting of 5/27/2010

Case: VAR-37943
13712313101
DEMARCO DAVID
3417 DIAMOND HITCH CT
LAS VEGAS NV 89129-8702

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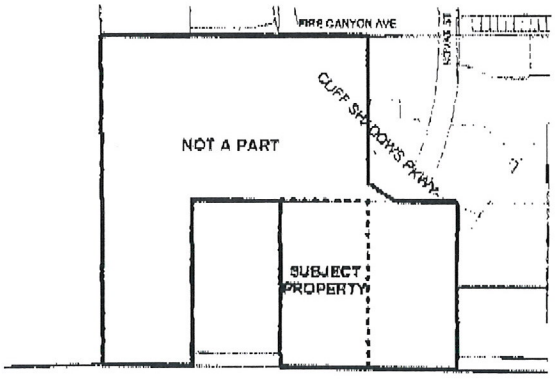
Application Information

VAR-37943 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - Request for a Variance TO ALLOW 119 PARKING SPACES WHERE 338 ARE REQUIRED on 4.99 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-011), PD (Planned Development) Zone, Ward 4 (Anthony).

This is an area that is already getting congested and letting them have 119 spaces when 338 are required will just make it worst. It's not safe and I don't want to have people taking our neighborhood parking

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 27, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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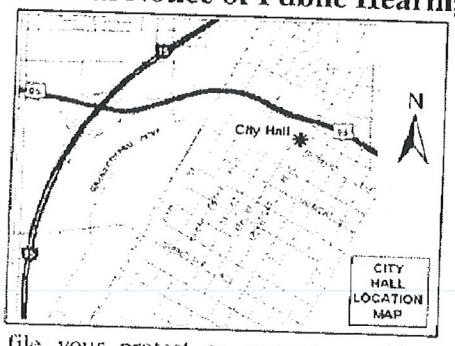

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☒ I OPPOSE this Request

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VAR-37943

Planning Commission Meeting of 5/27/2010

Case: VAR-37943

13712312051
KISH DENNIS J & MARY A
3233 BARBUDA RD
LAS VEGAS NV 89117-2263

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MAY 17 2010

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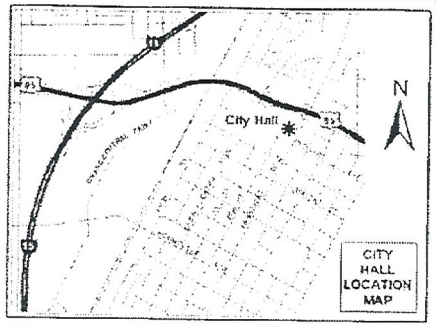

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949

Case: VAR-37943
13712310247
CROISETTE FAMILY TRUST
31061 PASEO VALENCIA
SAN JUAN CAPISTRANO CA 92675-2950

P.1

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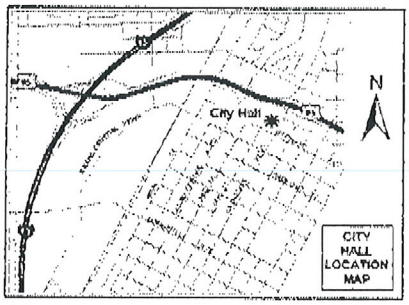

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SDR-37942
Planning Commission Meeting of 5/27/2010

Case: SDR-37942
13712312024
SEEBRUCH GARETT A
3504 DESERT CLIFF ST #204
LAS VEGAS NV 89129-8667

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Development Services Center
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Las Vegas, Nevada 89101-2986

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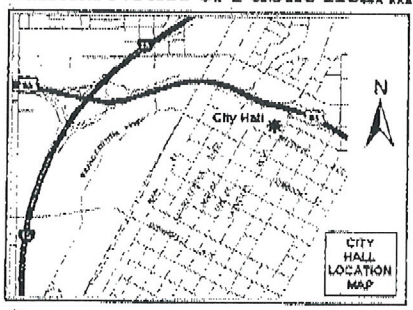

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Case: VAR-37943
13712312024
SEEBRUCH GARETT A
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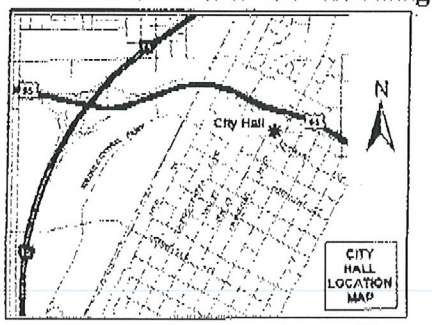

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SDR-37942

Planning Commission Meeting of 5/27/2010

Case: SDR-37942

13712312162
TOKUNO GERALD M
99-165 MOANALUA RD #307
AIEA HI 96701-4036

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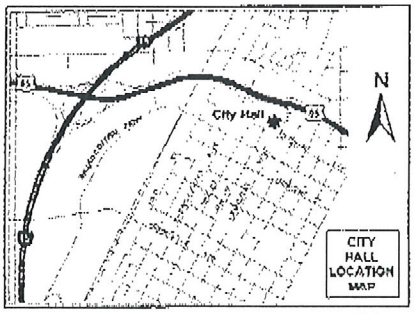

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Case: VAR-37943

13712312162
TOKUNO GERALD M
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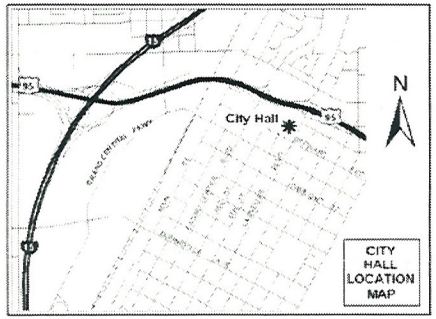

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VAR-37943
Planning Commission Meeting of 5/27/2010

Case: VAR-37943

13712312049
MALPASSO BRIAN
3574 DESERT CLIFF #102
LAS VEGAS NV 89129-8673

36P

05/19/2010 14:25 FAX 7026734771 INTERNATIONAL CHURCH 001/001

City of Las Vegas
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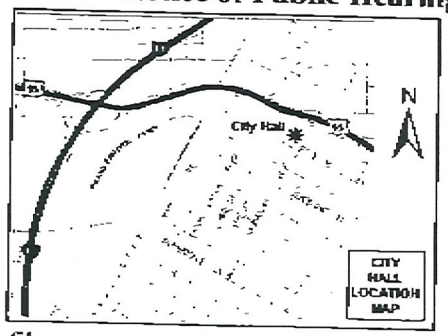

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Case: VAR-37943
13712410003
CHURCH INTERNATIONAL LAS VEGAS
8100 WESTCLIFF DR
LAS VEGAS NV 89145-3958

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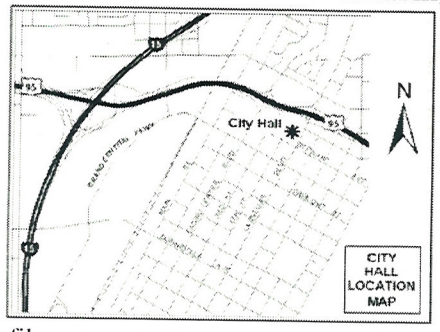

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SDR-37942

Planning Commission Meeting of 5/27/2010

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Case: SDR-37942

13712312049
MALPASSO BRIAN
3574 DESERT CLIFF #102
LAS VEGAS NV 89129-8673

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05/19/2010 14:26 FAX 7026734771 INTERNATIONAL CHURCH 001/001

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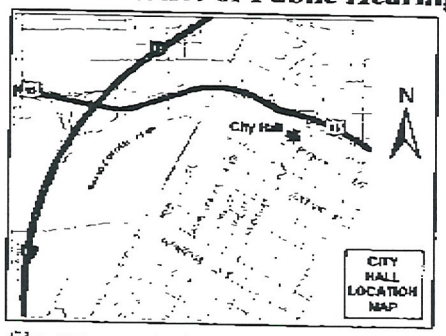

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Planning Commission Meeting of 5/27/2010

Case: SDR-37942
13712410003
CHURCH INTERNATIONAL LAS VEGAS
8100 WESTCLIFF DR
LAS VEGAS NV 89145-3958

CARSON CITY NV

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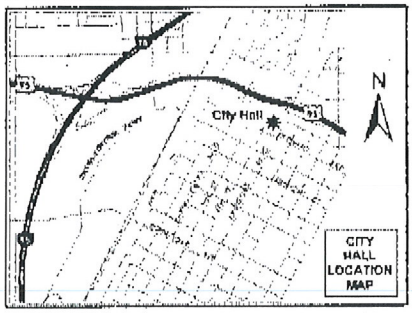

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VAR-37943

Planning Commission Meeting of 5/27/2010

Case: VAR-37943
13712311003
RITZ JUSTIN & ALYSON
10629 CALDERA CANYON CT
LAS VEGAS NV 89129-8692

City of Las Vegas
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Development Services Center
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Las Vegas, Nevada 89101-2986

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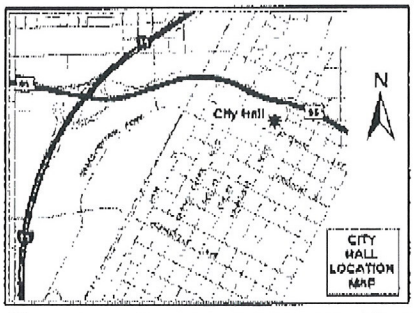

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CROISETTE

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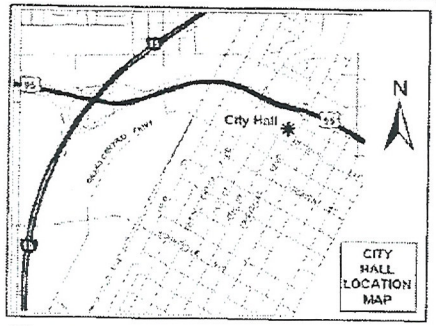

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☒ I OPPOSE this Request

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SDR-37942

Planning Commission Meeting of 5/27/2010

Case: SDR-37942
13712310247
CROISETTE FAMILY TRUST
31061 PASEO VALENCIA
SAN JUAN CAPISTRANO CA 92675-2950

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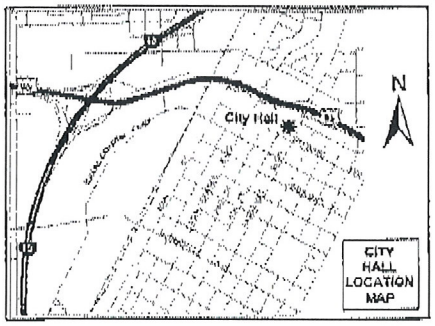

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Case: SDR-37942

13712310069
ZIEGLER JAMES
3321 INDIAN SHADOW ST #201
LAS VEGAS NV 89129-8626

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05/17/2010 07:32 7022439508 FEDEX OFFICE LAS NVG PAGE 01/01

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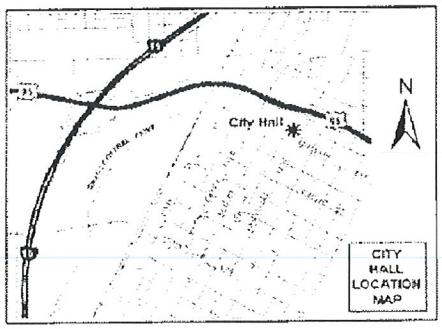
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-37942

Planning Commission Meeting of 5/27/2010

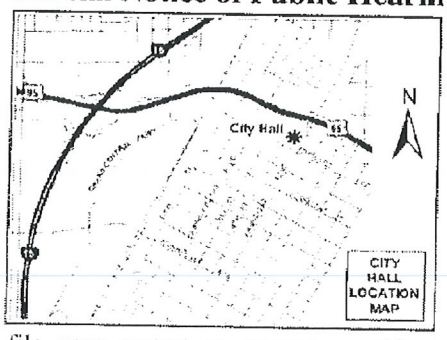
Case: SDR-37942
13712312051
KISH DENNIS J & MARY A
3233 BARBUDA RD
LAS VEGAS NV 89117-2263

RECEIVED
MAY 17 2010

37P

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-37942

Planning Commission Meeting of 5/27/2010

Case: SDR-37942
13712310209
HUEBSCH WILLIAM N & AMALIA N
5455 S FT APACHE RD #108-3
LAS VEGAS NV 89148-6408

RECEIVED
MAY 17 2010

37P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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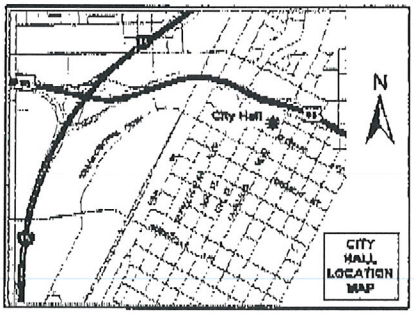
0004279218 MAY 14 2010
MAILED FROM ZIPCODE 89101

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-37942

Planning Commission Meeting of 5/27/2010

Case: SDR-37942
13712313101
DEMARCO DAVID
3417 DIAMOND HITCH CT
LAS VEGAS NV 89129-8702

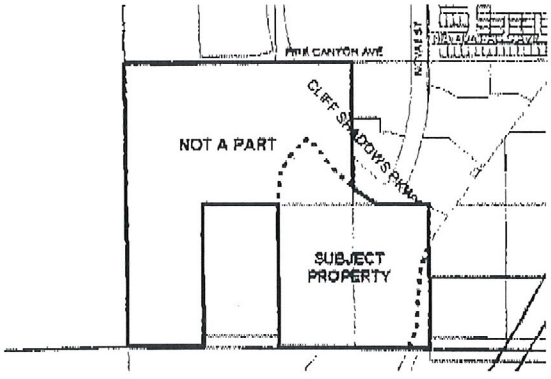
RECEIVED
MAY 18 2010

Application Information

SDR-37942 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-37943 - PUBLIC HEARING - APPLICANT: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. AND USA - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 35-FOOT HIGH, 66,192 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF THE LONE MOUNTAIN WEST WALL AND LANDSCAPE STANDARDS TO ALLOW RETAINING WALLS UP TO 16 FEET IN HEIGHT AND ZERO-FOOT LANDSCAPE BUFFERS ALONG PORTIONS OF THE NORTH, SOUTH, EAST AND WEST PERIMETERS on 9.12 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-001, 011, 040 and 137-12-410-003), PD (Planned Development) Zone, U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation], and C-V (Civic) Zone [PROPOSED: PD (Planned Development) and C-V (Civic)], Ward 4 (Anthony).

Everything should have buffers.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 27, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

37P

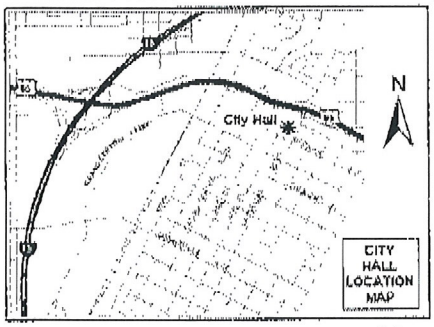
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 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-37942

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 17 2010

Case: SDR-37942
13712310069
ZIEGLER JAMES
3321 INDIAN SHADOW ST #201
LAS VEGAS NV 89129-8626

37 P

05/17/2010 06:37 7022548495 FEDEX OFFICE #1850 PAGE 01/01

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37942 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-37943 - PUBLIC HEARING - APPLICANT: INTERNATIONAL CHURCH OF LAS VEGAS, INC. - OWNER: INTERNATIONAL CHURCH OF LAS VEGAS, INC. AND USA - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 35-FOOT HIGH, 66,192 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP WITH WAIVERS OF THE LONE MOUNTAIN WEST WALL AND LANDSCAPE STANDARDS TO ALLOW RETAINING WALLS UP TO 16 FEET IN HEIGHT AND ZERO-FOOT LANDSCAPE BUFFERS ALONG PORTIONS OF THE NORTH, SOUTH, EAST AND WEST PERIMETERS on 9.12 acres at the southwest corner of Cliff Shadows Parkway and the 215 Beltway (APNs 137-12-401-001, 011, 040 and 137-12-410-003), PD (Planned Development) Zone, U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation], and C-V (Civic) Zone [PROPOSED: PD (Planned Development) and C-V (Civic)], Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

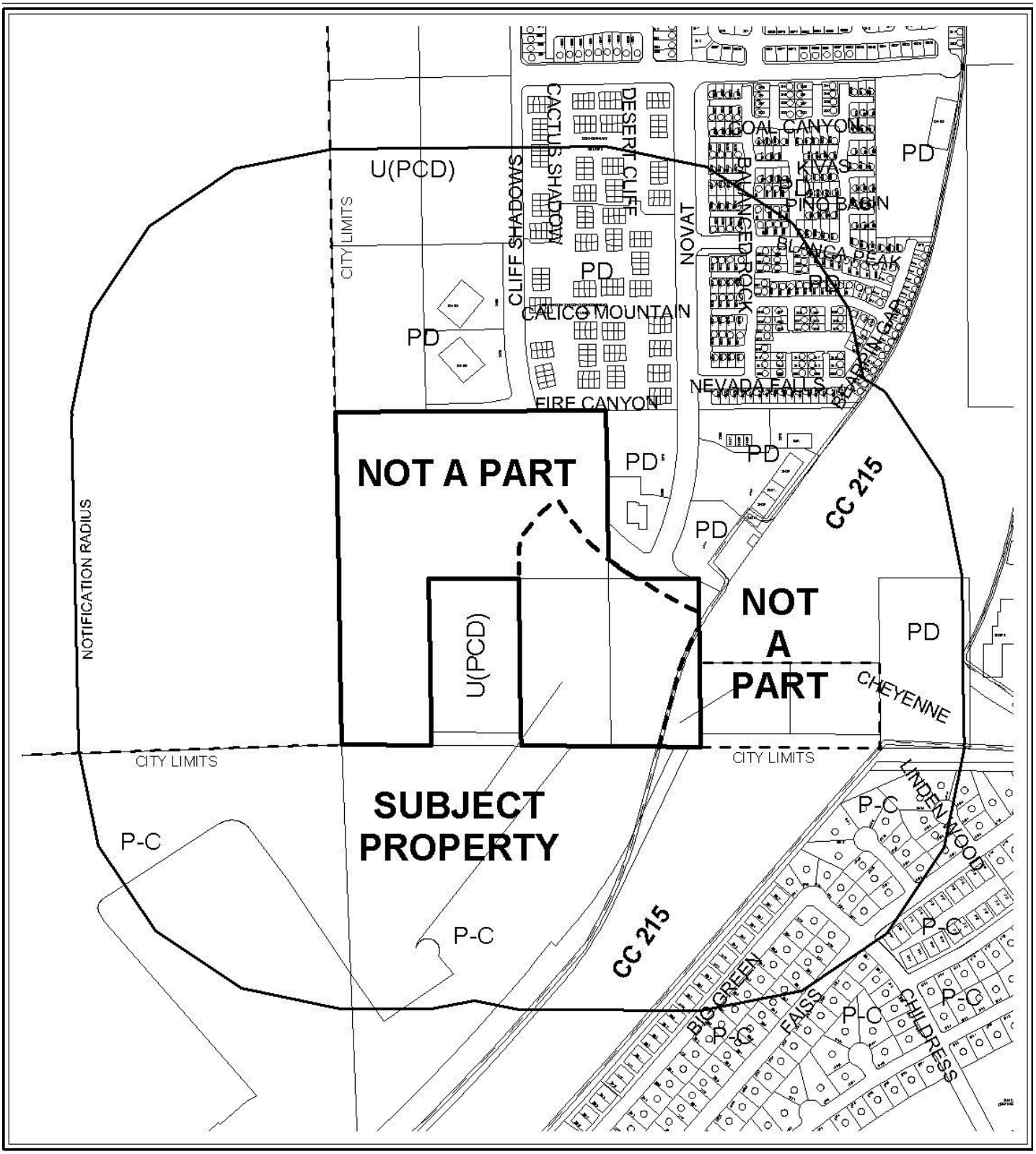
RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidation Backup
2. Location and Aerial Maps
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: SDR-37942

RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [L (LOW DENSITY RESIDENTIAL) LONE MOUNTAIN WEST LAND USE DESIGNATION] ; U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] [P (PARK/SCHOOL/RECREATION/ OPEN SPACE) LONE MOUNTAIN WEST LAND USE DESIGNATION] AND C-V (CIVIC) ZONE [PF (PARK/SCHOOL/RECREATION/OPEN SPACE) LONE MOUNTAIN WEST LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES) LONE MOUNTAIN WEST LAND USE DESIGNATION]



CASE: SDR-37942

RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [L (LOW DENSITY RESIDENTIAL) LONE MOUNTAIN WEST LAND USE DESIGNATION] ; U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] [P (PARK/SCHOOL/RECREATION/ OPEN SPACE) LONE MOUNTAIN WEST LAND USE DESIGNATION] AND C-V (CIVIC) ZONE [PF (PARK/SCHOOL/RECREATION/OPEN SPACE) LONE MOUNTAIN WEST LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
PD (PLANNED DEVELOPMENT) ZONE [PF (PUBLIC FACILITIES) LONE MOUNTAIN WEST LAND USE DESIGNATION]

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37942** APN: 137-12-401-011 & 137-12-410-003

Name of Property Owner: CHURCH INTERNATIONAL LAS VEGAS

Name of Applicant: CHURCH INTERNATIONAL LAS VEGAS

Name of Representative: SOUTHWEST ENGINEERING

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: PAUL M. GAULEY PRESIDENT

Subscribed and sworn before me

This 12th day of April, 2010

_____

Notary Public in and for said County and State

MIRIAM R. SCHARSCH
Notary Public, State of Nevada
Appointment No. 03-80745-1
My Appt. Expires March 15, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37942** APN: 137-12-401-001 & 040

Name of Property Owner: USA/CLV LEASE

Name of Applicant: CHURCH INTERNATIONAL LAS VEGAS

Name of Representative: SOUTHWEST ENGINEERING

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: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me Robin Yoakum

This 2nd day of April, 2010

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) CLIFF SHADOWS & NOVAT

Project Name ICLV PRAYER MOUNTAIN **Proposed Use**

Assessor's Parcel #(s) 137-12-401-011 137-12-410-003 **Ward #** 4

General Plan: existing I proposed PF **Zoning:** existing PCD proposed PF

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 5.36 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER CHURCH INTERNATIONAL LV **Contact**

Address 8100 WEST CLIFF DR. **Phone:** (702) 242-2273 **Fax:** (702) 673-4771

City LAS VEGAS **State** NV **Zip** 89145

APPLICANT CHURCH INTERNATIONAL LV **Contact**

Address 8100 WEST CLIFF DR. **Phone:** (702) 242-2273 **Fax:** (702) 673-4771

City LAS VEGAS **State** NV **Zip** 89145

REPRESENTATIVE SOUTHWEST ENGINEERING **Contact** MICHAEL CASANOVA

Address 3610 N. RANCHO DR. **Phone:** (702) 648-9700 **Fax:** (702) 648-4143

City LAS VEGAS **State** NV **Zip** 89130

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps.

Print Name PAUL M. GOULET, PRESIDENT

Subscribed and sworn before me

This 12th day of April, 20 10.

_____

Notary Public in and for said County and State

MIRIAM R. SCHARSCH
Notary Public, State of Nevada
Appointment No. 03-80745-1
My Appt. Expires March 15, 2011

FOR DEPARTMENT USE ONLY

Case #	SDR-37942
Meeting Date:	5/27/10
Total Fee:	1030.00
Date Received:*	4/13/10
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.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT PLAN REVIEW

Project Address (Location) CLIFF SHADOWS & NOVAT

Project Name ICLV PRAYER MOUNTAIN **Proposed Use** _____

Assessor's Parcel #(s) 137-12-401-001 & 040 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER USA / CLV LEASE **Contact** ROBIN YOAKUM

Address WASHINGTON DC **Phone:** (702) 229-1022 **Fax:** _____

City _____ **State** _____ **Zip** _____

APPLICANT CHURCH INTERNATIONAL LV **Contact** _____

Address 8100 WEST CLIFF DR. **Phone:** (702) 242-2273 **Fax:** (702) 673-4771

City LAS VEGAS **State** NV **Zip** 89145

REPRESENTATIVE SOUTHWEST ENGINEERING **Contact** MICHAEL CASANOVA

Address 3610 N. RANCHO DR. **Phone:** (702) 648-9700 **Fax:** (702) 648-4143

City LAS VEGAS **State** NV **Zip** 89130

Property Owner Signature* Robin Yoakum

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robin Yoakum

Subscribed and sworn before me Robin Yoakum

This 12th day of April, 20 10.

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

FOR DEPARTMENT USE ONLY

Case #	SDR-37912
Meeting Date:	5/27/10
Total Fee:	1030.00
Date Received:*	4/13/10
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.

SDR 37942
International Church of Las Vegas, Inc.

SWC Cliff Shadows & Novat

Proposed 66.192 square foot church.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	66.192	9.11	603
AM Peak Hour			0.56	37
PM Peak Hour			0.55	36

Existing traffic on all nearby streets:

Cliff Shadows Pkwy	
Average Daily Traffic (ADT)	7,573
PM Peak Hour (heaviest 60 minutes)	606

Novat St.	
Average Daily Traffic (ADT)	1,826
PM Peak Hour (heaviest 60 minutes)	146

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Cliff Shadows Pkwy	34500
Novat St.	16300

This project is expected to add 603 trips per day on Cliff Shadows Pkwy. and Novat St. This is expected to increase existing volumes by roughly 8% on Cliff Shadows Pkwy. and 33% on Novat St. Currently, Cliff Shadows Pkwy. is at about 22 percent of capacity and Novat St. is at about 11 percent of capacity.

Based on Peak Hour use, this development will add about 2 additional cars each 3 minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37363 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LIED FOUNDATION TRUST – Council Review of a request for a Major Amendment to an approved Site Development Plan Review TO ALLOW ZERO-FOOT LANDSCAPE BUFFERS AND NO PLANTING MATERIALS ALONG THE NORTH AND EAST PERIMETERS WHERE THREE AND FOUR FEET WERE PREVIOUSLY APPROVED, RESPECTIVELY on 2.81 acres at 3901 West Charleston Boulevard (APN 162-06-502-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

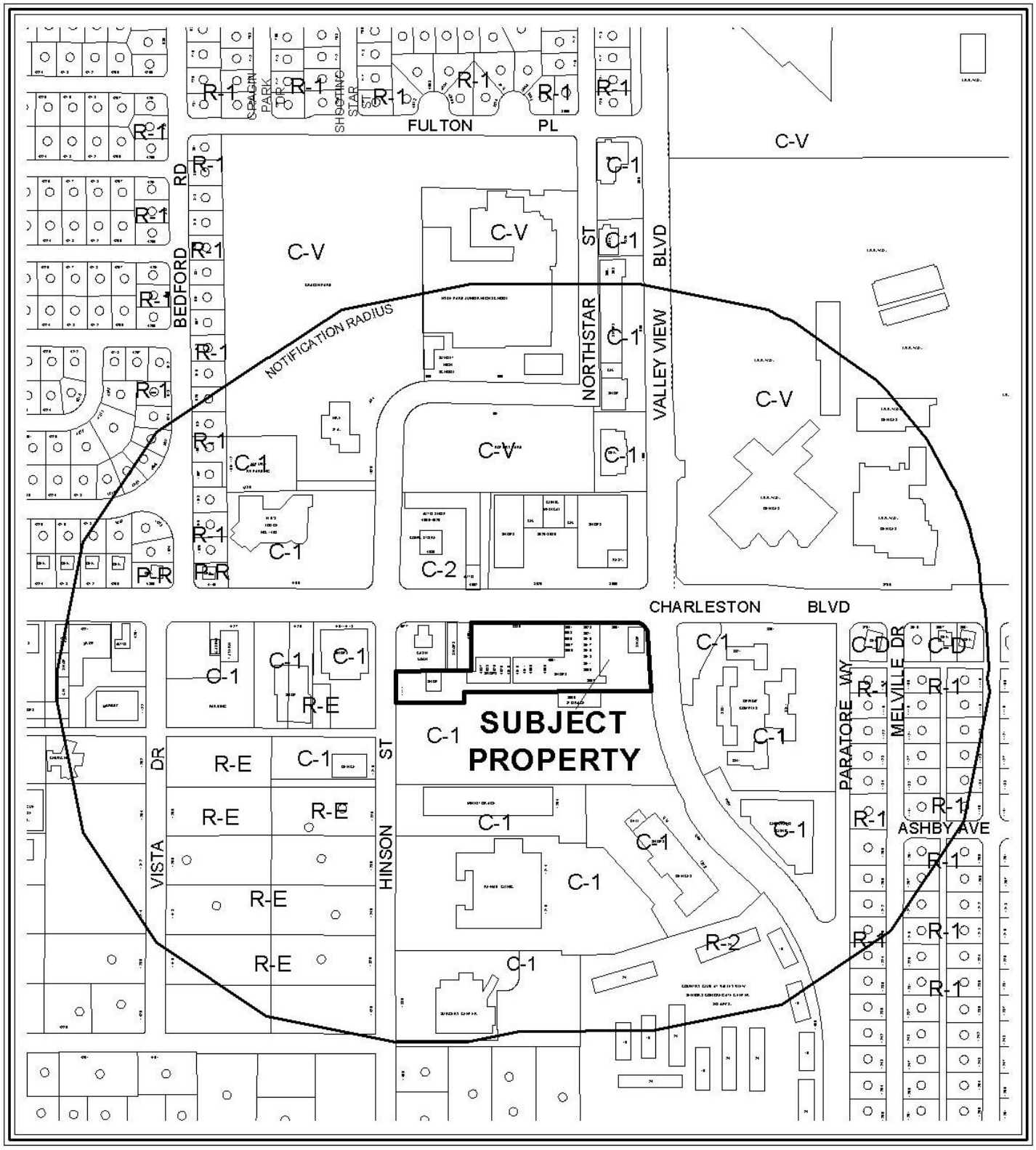
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the March 25, 2010 Planning Commission Meeting Item SDR-37363



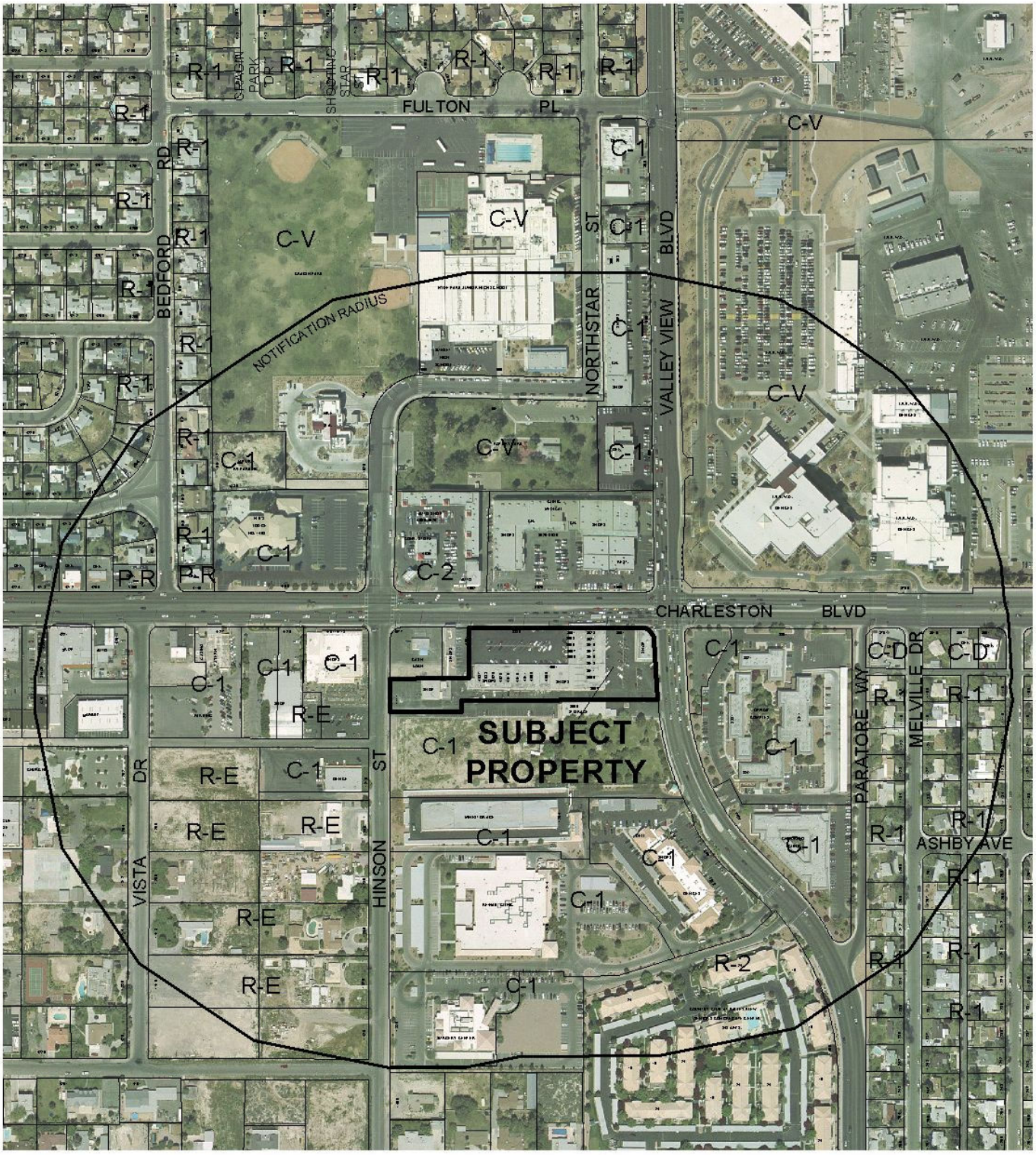
0 300 600 Feet

CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: LIED FOUNDATION TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE MAY 5, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

** CONDITIONS **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a final inspection has been conducted by the Planning and Development Department. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials within the Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four-foot buffers respectively, were previously approved at 3901 West Charleston Boulevard. There is an approved site plan and landscaping plan that was submitted as part of an approved building permit for the site in 1979.

ISSUES

- The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

- A condition has been added to require a landscape buffer and planting materials along Charleston Boulevard as the applicant has provided no compelling justification for the removal of the required landscaping. With this condition, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/27/63	The City Board of Commissioners approved a request of Rezoning (Z-0158-62) from R-E to R-4, for property generally located on the south side of West Charleston Boulevard, between Valley View Boulevard and Hinson Street. Planning Commission and staff recommended approval.
11/12/08	A Code Enforcement case (#71758) was processed for the business to remove graffiti at the rear/south wall of the building. The case was closed by Code Enforcement on 01/22/10.
03/25/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #28/rg).
Related Building Permits/Business Licenses	
03/16/79	A building permit (#1762) was approved for a new Restaurant at 3901 West Charleston Boulevard. The project was completed on 09/18/79.

05/15/91	A business license (B11-00400) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.
12/02/94	A building permit (#94358907) was approved to install an aluminum awning at 3901 West Charleston Boulevard. The project was completed on 02/14/95.
09/15/00	A business license (M18-01995) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/21/01	A business license (B11-00651) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.
04/05/01	A business license (M18-02121) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/28/02	A business license (Q01-00380) was approved for a real estate firm at 3901 West Charleston Boulevard. The license was marked out of business.
05/29/07	A business license (A44-00016) was approved for automobile sales at 3901 West Charleston Boulevard. The license is active.
Pre-Application Meeting	
02/09/10	A pre-application meeting with the applicant was held where elements of submitting a Site Development Plan Review to allow a zero-foot landscape buffer were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
02/18/10	The site has banner signs on the south side of the building without permit per Title 19.14. A trash bin is located at the rear of the building at the parking area with no trash enclosure on-site.

Details of Application Request	
Site Area	
Gross Acres	2.81

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
East	Office	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail	SC (Service	C-1 (Limited

		Commercial)	Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • East	By Approved Landscape Plan	2 Trees 0 Trees	3 Palm Trees 0 Trees	N*
TOTAL PERIMETER TREES		**2 Trees**	**3 Trees**	**N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • East	15 Feet 15 Feet		4 Feet 4 Feet	N

*The trees provided along Charleston Boulevard are not located in approved planter areas, but are clustered together further to the west.

ANALYSIS

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials along Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four feet respectively, were previously approved at 3901 West Charleston Boulevard.

The site was approved via building permit in 1979, with approved site and landscaping plans depicting perimeter landscaping along both Valley View Boulevard and Charleston Boulevard. At some point, the landscaping materials were removed and the buffer areas were filled with concrete. This request is to allow the concrete to remain. The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

However, staff cannot support the request along Charleston Boulevard, as the applicant has provided no compelling justification for the removal of the required landscaping. A condition has been added to require a landscape buffer and planting materials to comply with the approved plans along Charleston Boulevard. With this condition, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Site Development Plan Review:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development contains an existing building and is compatible with adjacent development and development in the area as conditioned.

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 site is not consistent with the site and landscape plans approved for the site in 1979.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Charleston Boulevard, a 100-foot Primary Arterial and Valley View Boulevard, an 80-foot Secondary Collector. The site access and circulation do not impact the adjacent roadways or neighborhood traffic and it is part of the existing commercial center.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The existing building material is appropriate for the area and for the City. However, the perimeter landscaping buffer is non-existent. As conditioned, the landscape materials are appropriate for the area and 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;**

   The existing building elevations are not unsightly or obnoxious, and are compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety, and general welfare.

PLANNING COMMISSION ACTION

The Planning and Development Department staff had proposed the additional condition: "*The perimeter landscaping buffer along Charleston Boulevard shall be landscaped with trees and shrubs in conformance with the site plan, date stamped 02/12/79 and landscape plan, date stamped, 02/13/79, except as amended by conditions herein. A final inspection by the Planning and Development Department staff shall be completed within 90 days of final approval."* The applicant requested this condition be removed and the Planning Commission concurred.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 90 (By City Clerk)

APPROVALS 2

PROTESTS 7

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37363** APN: 162-06-302-003

Name of Property Owner: LIED FOUNDATION TRUST

Name of Applicant: LIED FOUNDATION TRUST

Name of Representative: BARRY W. BECKER

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: _____

RECEIVED
FEB 08 2010

Signature of Property Owner: Christina M. Hixson

Print Name: LIED FOUNDATION TRUST
CHRISTINA M. HIXSON, TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Review of Landscape & Modification request

Project Address (Location) 3889 W. CHARLESTON BLVD, LAS VEGAS, NV
for 3901 W. CHARLESTON BLVD.

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-06-502-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.81 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

APPLICANT LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

REPRESENTATIVE BARRY W. BECKER **Contact** BARRY W. BECKER
Address 50 So. JONES BLVD **Phone:** 870-0212 Ext 6530 **Fax:** 870-4976
City LAS VEGAS **State** NV **Zip** 89108
E-mail Address _____

Property Owner Signature* Christina M. Hixson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LIED FOUNDATION TRUST, CHRISTINA M. HIXSON TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010.

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

RECEIVED
FEB 08 2010

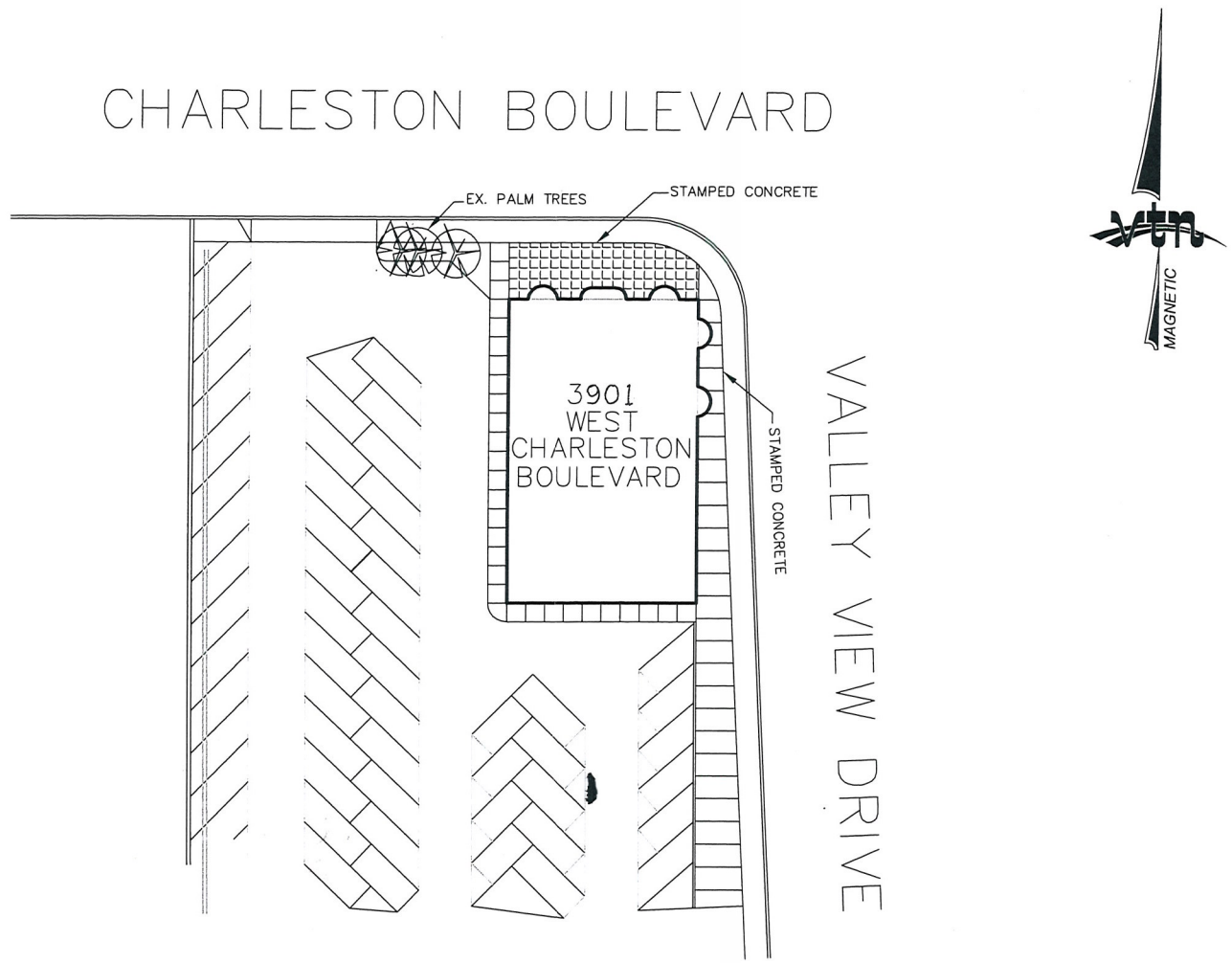
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-37363
Meeting Date:	03/25/10
Total Fee:	$1030.00
Date Received:*	02/08/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



W.O.#: 0000
DATE: 1/05/2010
BY: JRA
SCALE: 30'
SHEET 1 OF

PRELIMINARY LANDSCAPE PLAN
FOR
CHARLESTON/VALLEY VIEW

SDR-37363
REVISED
03/25/10 PC

RECEIVED
MAR 04 2010

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX, GEN'L NOTES
2.1 FLOOR PLAN
2.2 FOUNDATION PLAN
2.3 EXT. ELEVATION
2.4 EXT. ELEV. DOOR SCHED. DETS.
2.5 REFLECTED CLG. PLAN

3.1 ROOF FRAMING, AIR COND'G.

4.1 BUILDING SECT., INT. ELEVS.
5.1 CONST. DETS.
6.1 PLUMBING PLAN.

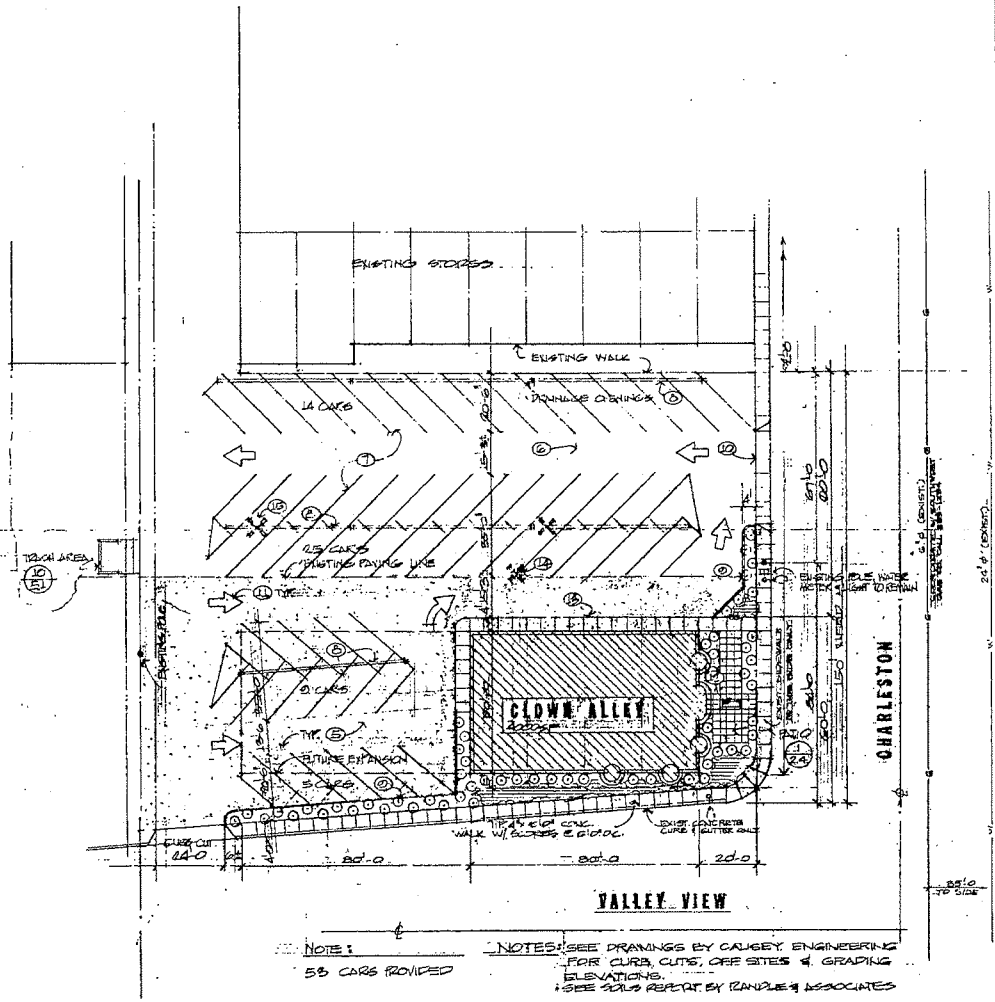
7.1 ELECT. PLAN & FIXTURES
7.2 ELECT. SYMBOLS & SCHEDULES
8.1 SPECIFICATIONS

GENERAL NOTES & SITE PLAN NOTES

1. ALL CONSTRUCTION TO BE EQUAL TO OR EXCEED MINIMUM REQUIREMENTS OF CURRENT EDITIONS OF UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, & LOCAL AGENCIES.
2. ALL MATTERS RELATING TO THE USE OR INTERPRETATION OF THESE VARIOUS DRAWINGS, THE ARCHITECT'S WRITTEN APPROVAL OR STATEMENT SHALL BE CONSIDERED FINAL.
3. CONTRACTOR TO PROVIDE COMPLETE, OPERABLE, AUTOMATIC WATERING SYSTEM TO ALL PLANTS AND PLANTED AREAS. SYSTEM TO BE OF SUFFICIENT SIZE & CAPACITY TO SUPPLY NORMAL PLANT GROWTH IN ALL PLANTED AREAS AS SHOWN ON SHT. 1.1.
4. ALL RADII @ PLANTERS TO BE 3'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PEA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.
6. PROVIDE NEW SEAL COAT AND STRIPING OVER EXISTING ASPHALT CONC. PAVING.
7. TYP. 8½'x20' STALLS W/4" PAINT STRIPES.
8. CONT. 6" CONC. BUMPER CURB.
9. 6" CONC. PLANTER CURB
10. EXISTING CURB CUT TO REMAIN
11. DIRECTION ARROW PAINTED ON A.C. (UNLESS LARGER SIZE AS INDICATED BY PLAN)
12. PYLON SIGN BY SIGN CO.
13. 4'-0 & 4' CONC. WALK
14. EXISTING LIGHT TO BE RELOCATED
15. NEW LIGHTING TO MATCH EXISTING

LANDSCAPE NOTES: ALSO SEE (5) ABOVE

1. PFITZER JUNIPERS, 5 GAL. @ 6'-0 O.C. MULTI-COLORED TRAILING GAZANIA GROUND COVER FROM FLATS @ 6"-8" O.C.



NOTE: 58 CARS PROVIDED

NOTES: SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
SEE SOILS REPORT BY RANDLE & ASSOCIATES
SEE JOB SITE FOR CLEARING

SITE PLAN
SC 1"=20'-0
10/15/78

SEE STRUCTURAL CALCS BY I.L.D. BRZANSKI, P.E.

APPROVED LANDSCAPING PLAN
Department of Community Planning & Development

GARY G. WILSON REGISTERED No. 540 STATE OF NEVADA

FEB 9 1979

SDR-37363
REVISED
03/25/10 PC

THIS DWG. IS AN INSTR. OF SVS. BETWEEN THE ARCH. & HIS CLIENT FOR USE ON THIS PROJECT ONLY. ALL RIGHTS RESERVED UNDER COPYRIGHT LAWS.

GARY GUY WILSON, A.I.A.
ARCHITECT - PLANNER
3365 South Jones Blvd. Las Vegas, Nevada 89102
(702) 876-1444

PROJECT: COMMERCIAL BLDG.
FOR: E. FLAMINGO
AT: VALLEY VIEW & CHARLESTON
LAS VEGAS, NEVADA

PROJECT NO. 7811
DATE 12-12-78
REVISIONS
APPD BY

SHEET NO. A1

A.P. 3901 W. Charleston

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX, GEN'L NOTES
2.1 FLOOR PLAN
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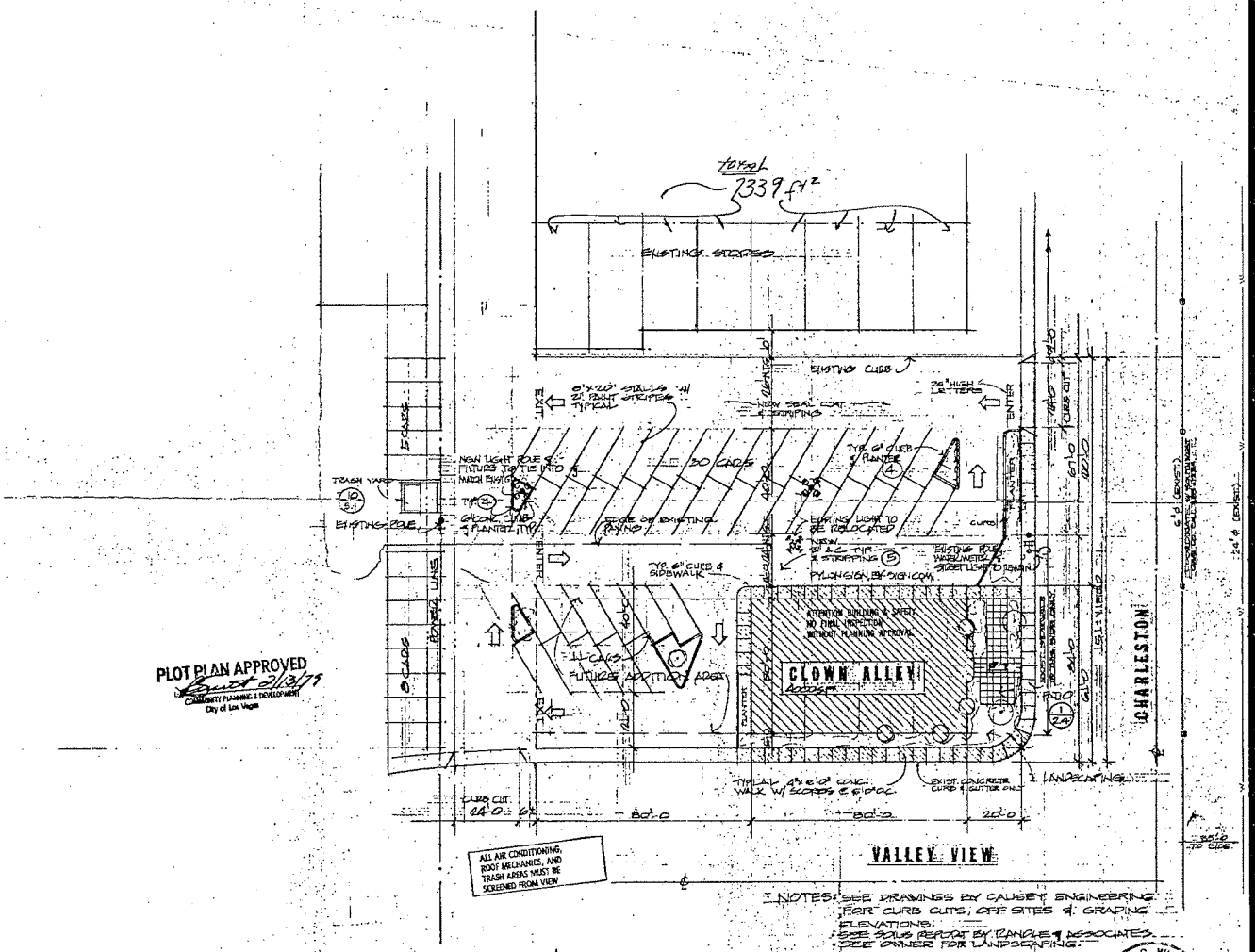
4. ALL RADII @ PLANTERS TO BE 2'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PBA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.

PROJECT DATA:

1. BLOCK:
2. PRESENT ZONING:
3. PARKING REQ'D:
4. PARKING PROVIDED: 54 CARS
5. HGHT:
6. SETBACKS REQ'D: ZERO
7. 100 FT. = 4,000 S.F.
8. U.B.C. DATA: 1976 EDITION



PLOT PLAN APPROVED
Date 9/13/79
COMMUNITY PLANNING & DEVELOPMENT
City of Las Vegas

NOTES:
1. SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
2. SEE SOILS REPORT BY CANDLE & ASSOCIATES.
3. SEE OWNER FOR LANDSCAPING.
4. SEE 1.05 SITE FOR CLEARING.

SITE PLAN
SC 1"=20'-0" 10/16/78

SEE STRUCTURAL CALCS BY ILA BRANCH

GARY G. WILSON REGISTERED ARCHITECT STATE OF NEVADA

SEE LANDSCAPING PLAN FOR NEW PARKING
Parking Required - 34
Parking Furnished - 38

SDR-37363
REVISED
03/25/10 PC



SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10



SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10

January 7, 2010

Evan M. DuVall
City of Las Vegas Planning and Development Services
Planner 1
731 S. Fourth Street
Las Vegas, NV 89101

Re: Landscape Violation; APN: 162-06-502-003, 3901 W. Charleston Blvd.

Dear Mr. DuVall,

This letter is in response to a landscape violation that was filed at 3901 West Charleston Boulevard (APN: 162-06-502-003), regarding conformance to the approved landscaping plan dated September, 1979.

3901 W. Charleston Blvd. was occupied by Mr. Tom Carns, PDQ Printing, for over 15 years (1984 – 1999). He cemented the area in question after the current bus stop was placed on Valley View. The decision was made to cement the area due to the increased traffic the bus stop brought, making it difficult to keep the landscaping alive. The negligence of the public; stepping on bushes, littering, knocking the small rock ground covering onto the public sidewalk, not to mention the limited seating at a highly trafficked bus stop created loitering in the landscaping, all of which continuously destroyed the shrubs and ground cover, making the upkeep costly.

In September, 1999, Mr. Carns vacated the property where the building stood vacant for 10 months. Nevada Legal Forms & Books leased the building in July, 2000, where they are currently located today.

In today's economy, it seems that keeping the area "as is", per say, for now would make the most economical sense. This is the first and only notice that we have received from the Planning and Development Services Department of the City of Las Vegas in 15 years. We would be grateful if you would re-access the area in question and take into consideration the amount of traffic the bus stop incurs each and every day as well as the amount of damage/clean-up that would be continuously required.

Thank you for your help, we look forward to your response.

Yours truly,

Barry W. Becker
Lied Foundation Trust

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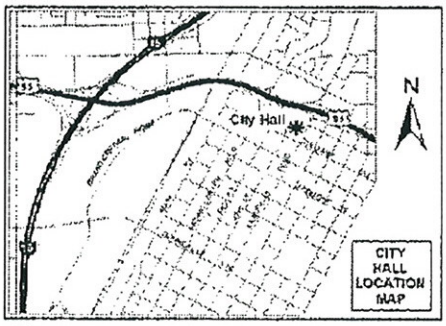
FEB 08 2010
SDR-37363
03/25/10 PC

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-37363
City Council Meeting of 4/21/2010

RECEIVED
2010 APR 15 P 12:55
CITY CLERK

VALLEY VIEW LAS VEGAS L L C
%P GAINES
P O BOX 1106
RANCHO SANTA FE CA 92067-1106

APN#16206502018

Submitted after final agenda

Date 4/15-10 Item 101

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 APR 21 A 11:24

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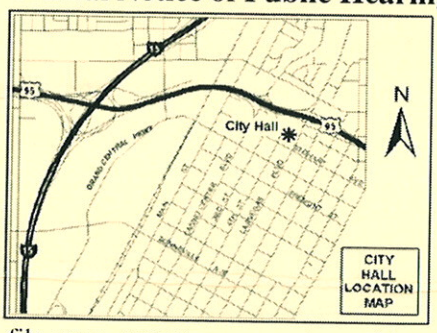

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

Z J & R PROPERTIES L L C
%S ZAGER
P O BOX 1500-436
CORONA DEL MAR CA 92625

APN#13931801018

Submitted after final agen...

Date 4/21/2010 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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MAILED FROM ZIP CODE 89101

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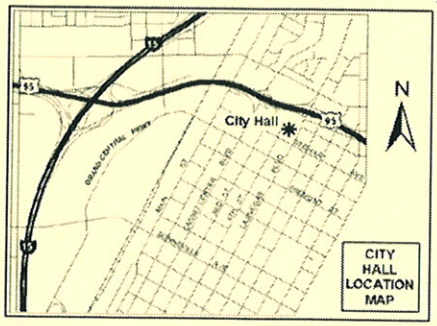
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

City Council Meeting of 4/21/2010

MAHILL L L C ETAL
8144 W MADDINGLEY AVE
LAS VEGAS NV 89117-7638

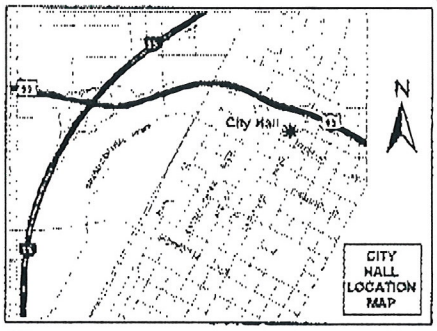
APN#16206510003

Submitted after final agenda

Date 4/19/10 Item 101

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-37363

City Council Meeting of 4/21/2010

PRESORTED FIRST CLASS

02 1M $ 00.44
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

2010 APR 12 P 2:19

RECEIVED CITY CLERK

BRAVIN GERALD & ADELINA FAM TR
BRAVIN GERALD & ADELINA TRS
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

APN#16205113016

BAVDS11 89102

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

PRESORTED
FIRST CLASS

16205110011
WILLIAMS DONALD C & LAMBERTA M
8015 EVERETTE BASIN CT
LAS VEGAS NV 89113-4012

Case: SDR-37363

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

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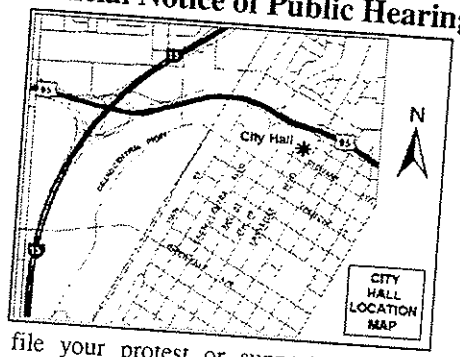
MAR 19 2010

Submitted after final agenda
Date
Item 28P

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-37363

Planning Commission Meeting of 3/25/2010

PRESORTED FIRST CLASS

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0004279218
$ 00.41⁴
MAR 12 2010
MAILED FROM ZIP CODE 89101

DO LANDSCAPE

MAR 19 2010

16206510040
4127 CHARLESTON L L C
%D MASON REALTY
1137 S RANCHO DR #120
LAS VEGAS NV 89102-2259

Case: SDR-37363

AAVDS11 89102

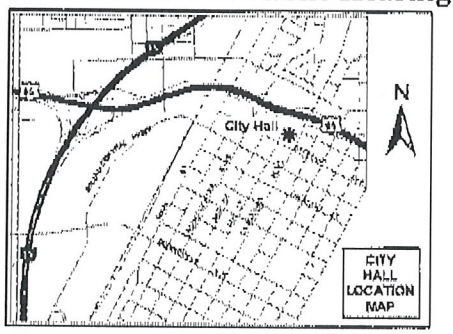
Submitted after final agenda
Date
Item 28P

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 MAR 12 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-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16206510036
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

RECEIVED
MAR 15 2010

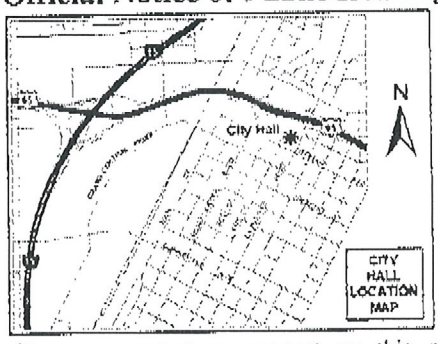
28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

02 1M $ 00.41
03042/9218 MAR 12 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16205113015
BRAVIN GERALD & ADELINA
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

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City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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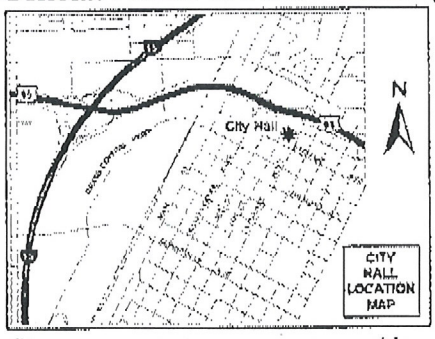

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SDR-37363

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BRAVIN GERALD & ADELINA FAM TR
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LAS VEGAS NV 89102-1821

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City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-36593 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Historic Properties Preservation Plan Element and revise the 2020 Master Plan. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. DRAFT Historic Properties and Neighborhoods Preservation Plan Element

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-36593	Staff recommends APPROVAL.	

CM

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This request is to adopt an updated Historic Properties and Neighborhoods Preservation Plan Element (formerly Historic Properties Preservation Plan Element) and to incorporate it into the city of Las Vegas 2020 Master Plan.

This element was originally approved September 5, 2007 and has not been updated since. The name of the element has been changed to reflect that it also includes a plan for the preservation of historic neighborhoods.

The Historic Properties and Neighborhoods Preservation Plan Element satisfies the Nevada Revised Statutes Chapter 278.160 requirements for an Historic Properties Preservation Plan. It complies with NRS 278.150, which requires entities with a population of 400,000 or greater to adopt a master plan that addresses both of these elements.

Staff from Leisure Services, Neighborhood Services and Public Works reviewed the document as well. Comments have been received and incorporated into the draft document.

The revised plan was reviewed and approved by the city of Las Vegas Historic Preservation Commission on January 27, 2010. Comments have been received and incorporated into the draft document.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
04/01/92	The City Council adopted Ordinance No. 3636, thereby adopting the Las Vegas General Plan as required by NRS 278.
09/06/00	The City Council adopted Ordinance 5250, which adopted the Las Vegas 2020 Master Plan.
09/05/07	The City Council adopted the Historic Properties Preservation Plan Element as an amendment to the Las Vegas 2020 Master Plan.
01/27/10	The Las Vegas Historic Preservation Commission approved the updated Historic Properties and Neighborhoods Preservation Plan Element.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #29/cm).
Neighborhood Meeting	
03/24/10	A neighborhood meeting was held on Wednesday, March 24, 2010 at 6:00 pm at the Charleston Heights Arts Center located at 800 S. Brush Street, Las Vegas, Nevada 89107. Two members of the Planning & Development staff and no members of the public attended.

ANALYSIS

The update to the Historic Properties and Neighborhoods Preservation Plan Element is aimed at complying with recently adopted state mandated requirements concerning the Master Plan, providing the latest available information, clarifying maps and tables, and presenting a format consistent with other Master Plan elements.

The recently adopted state mandated requirements are as follows:

AB 289: provides protection for paleontological sites.
Effective October 1, 2009
Section 7 of this bill requires the inclusion of paleontological sites in the historical properties preservation plan of a master plan which a planning commission must prepare for the physical development of a city, county or region.

AB 304: Makes various changes relating to the preservation and improvement of existing neighborhoods.
Effective October 1, 2009
Sections 1.4 and 2-16 of this bill require certain local governmental entities to address the preservation of historic neighborhoods in those plans and regulations.

The major changes to the document since it was adopted in 2007 are listed below:

- Name change from Historic Properties Preservation Plan Element to Historic Properties and Neighborhoods Preservation Plan Element. This reflects new legislation AB 304.
- Additional language about neighborhoods preservation in the Executive Summary Tasks and Implementation sections and throughout the document where other specific resources are listed.
- Additional language about paleontological resource preservation in the Executive Summary Tasks and Implementation sections and throughout the document where other specific resources are listed.
- Additional language about federal laws protecting archaeological and paleontological resources in Enabling Legislation section.
- Additional language regarding the Upper Las Vegas Wash Urban National Park Unit. Language summarizes the significance of the wash and plans for protecting the wash.
- Additional language regarding the historic designation process for the city of Las Vegas Historic Property Register. Language summarizes Title 19 process and includes recommendations for additional steps.
- Additional language in Analysis section regarding historic preservation and sustainability and Recent Past preservation issues.

- Revisions to "Neighborhood Conservation District" section. Revisions include the addition of the word "neighborhood" to signify the type of conservation district (as opposed to open space conservation district), and provides information about authority to enact such districts.
- Additional language to "Cultural Heritage Tourism" section to include information about specific resources within CLV, and plans for public outreach.
- Additional Appendices to include the Stewardship Agreement and more detailed descriptions of historic preservation, archaeology and paleontology laws.
- Upper Las Vegas Wash area is added to Appendix: Potentially Eligible Historic Resources.
- The entire document includes updated info since the 2007 adoption.

Relationship to Nevada Revised Statutes

The Nevada Revised Statutes (NRS) are the current codified laws of the State of Nevada. The Statutes of Nevada are a compilation of all legislation passed by the Nevada Legislature during a particular legislative session. With respect to these laws, the Historic Properties and Neighborhoods Preservation Plan Element conform to the following:

NSR 278.150 through 170 inclusive requires that the governing body (in this case the city of Las Vegas) prepare and adopt a comprehensive, long-term general plan for the physical development of the city. This document, known as the Las Vegas 2020 Master Plan, must include an Historic Properties Preservation plan.

The Historic Properties Preservation Plan Element must include an inventory of significant historical, archaeological and architectural properties as defined by the city, and a statement of methods to encourage the preservation of those properties.

The newly adopted state legislation AB 289 requires the inclusion of paleontological sites in the historical properties preservation plan of a master plan which a planning commission must prepare for the physical development of a city, county or region.

The newly adopted state legislation AB 304 requires certain local governmental entities to address the preservation of historic neighborhoods in those plans and regulations.

The updated Historic Properties and Neighborhoods Preservation Plan Element addresses all current NRS requirements in one document.

Relationship to Las Vegas 2020 Master Plan

The city of Las Vegas 2020 Master Plan policy document was adopted in September 2000. It provides a broad policy structure intended to direct the actions of the city regarding land use and development for the period from 2000 to 2020. The individual elements are intended to provide more specific direction, through detailed analysis and recommended actions, as to how the City should react to certain issues. The Historic Properties and Neighborhoods Preservation Plan Element contains the goals, objectives and policies from the Master Plan policy document that best relate to historic preservation.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

HISTORIC PROPERTIES AND NEIGHBORHOODS PRESERVATION PLAN ELEMENT

Table of Contents

EXECUTIVE SUMMARY TASKS **2**

INTRODUCTION **2**
- Purpose
- Enabling Legislation
- Relationship to the City of Las Vegas Master Plan 2020
- Planning Process

BACKGROUND **9**
- Planning Context
- Existing Conditions
- Brief History of Las Vegas
- Designation of Historic Resources
- Historic Signs

ANALYSIS **21**
- Issues in Historic Preservation
- Status Analysis

IMPLEMENTATION **33**
- Goals, Objectives, and Policies
- Recommendations

APPENDICES **38**
- APPENDIX A: Stewardship Agreement for City-Owned Historic Resources
- APPENDIX B: Glossary of Terms
- APPENDIX C: Historic Resource Protection Laws
- APPENDIX D: Designated Historic Resources
- APPENDIX E: Potentially Eligible Historic Resources
- APPENDIX F: Quick Reference Chart of Designated Resources
- APPENDIX G: Maps (NOT INCLUDED IN DRAFT)

DRAFT

Executive Summary Tasks

Educate the public about the value of historic preservation in Las Vegas

- Publish up-to-date informational brochures about historic, archaeological and paleontological resources within the City of Las Vegas boundaries.
- Initiate educational programs and events.
- Work with schools and libraries to develop an historic preservation curriculum.

Advise the public with informed assistance programs

- Provide technical assistance to owners of historic properties.
- Make informed recommendations regarding changes to historic properties and neighborhoods to the Historic Preservation Commission.
- Provide regular and up-to-date information to the public and City about potential historic properties and neighborhoods.

Preserve historic resources

- Maintain and update the existing inventory of significant historic neighborhoods and archaeological, paleontological and architectural properties that are over fifty (50) years old.
- Pursue all available funding to identify and preserve historic neighborhoods and archaeological, paleontological and architectural properties.
- Develop a program of adaptive reuse of vacant and/or abandoned buildings, and buildings of historic significance.

Introduction

Purpose

This element of the Las Vegas 2020 Master Plan ("Master Plan") establishes standards, goals, objectives, and policies for the protection of historic properties located within the City of Las Vegas legal boundaries. The original Historic Preservation Element was adopted as part of the City of Las Vegas General Plan on April 1, 1992. No amendments were made to the original Historic Preservation Element until the adoption of the updated Historic Properties Preservation Plan Element on September 5, 2007. This revised Historic Properties and Neighborhoods Preservation Plan element addresses new concepts that have arisen regarding the broadened role of historic preservation and conservation.

The City of Las Vegas has many buildings, objects, districts and sites which have historical, archaeological, paleontological, cultural and/or architectural significance that should be preserved in order to appreciate the early development of the city. It is important for these resources to be preserved as a "living" part of the community, not just in text and photographs.

The early character of Las Vegas is represented by a wide range of resources that include not only monumental buildings such as the U.S. Post Office and Courthouse, Las Vegas High School

and prestigious homes, but also more common and functional buildings such as commercial and industrial buildings. Las Vegas also has a significant amount of Mid-Century Modern commercial buildings, and homes constructed during World War II and just after. These buildings are "coming of age" and need to be considered in the Historic Properties and Neighborhoods Preservation Plan.

Historic buildings and sites are inherently marketable elements of urban form that promote a community's distinct identity. The positive economic value of preserving historic urban areas for cultural and heritage tourism has long been substantiated. Historic downtowns perpetuate the character and ambience, creating an authentic experience for both residents and visitors that cannot be found elsewhere. Preservation not only has intrinsic value but can also stabilize and improve the value of adjacent buildings and promote neighborhood enhancement.

An additional economic rationale for historic preservation includes the benefits of rehabilitating and reusing older buildings, since the existing investment in the structure and servicing of a building reduces material and labor costs. In addition, special local, state and/or federal tax incentives and grant funding may also be available. Preservation not only has intrinsic value but can also stabilize and improve the value of adjacent buildings and promote neighborhood enhancement.

New concepts in Historic Preservation have arisen since the first Historic Preservation Plan for Las Vegas was adopted in 1992. The preservation movement has evolved considerably since the first organized attempts in the United States to save a building in the early 1800s. The first preservationists concentrated on saving one community gem at a time, whereas modern preservation is now widely recognized as an integral component of Heritage Tourism, Smart Growth, environmental sustainability and economic redevelopment of downtowns. This updated Plan will include these concepts.

This element will provide a brief history of Las Vegas, a description of key laws protecting historic, archaeological and paleontological resources, an overview of our significant historic resources, an explanation of the historic preservation process, an outline of our city's goals, objectives and policies for historic preservation, and a plan for implementation. The Plan will be updated every five years in order to reflect the current issues affecting historic preservation.

Enabling Legislation

In the United States, the concept of preserving a community's architectural past emerged during the decades preceding the Civil War, with efforts to preserve resources associated with significant figures and events in American History. Public concern over the possible loss of historic sites and buildings prompted Congress to adopt the Antiquities Act of 1906, offering protection to prehistoric and historic sites located on Federal properties.

A national policy of preserving historic resources of national significance for public use was established by the Historic Sites Act of 1935, which established the National Historic Landmark Program. This legislation empowered the Secretary of the Interior, acting through the National Park Service, to use the Historic American Buildings Survey to survey, document, evaluate,

acquire and preserve archaeological and historic sites. The National Historic Preservation Act of 1966 (NHPA) established the National Register of Historic Places as a list of districts, sites, buildings, structures and objects significant in American history, architecture, archaeology and culture. The following are more in depth descriptions of the key laws that protect cultural and paleontological resources today. For a more complete list, please see Appendix.

The National Historic Preservation Act of 1966 (NHPA), as amended
This federal law provides for a National Register of Historic Places to include districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, and culture. Such places may have national, state or local significance. It establishes the administrative and legal context for the State Historic Preservation Offices to establish local historic preservation commissions. This allows local municipalities to participate in the national historic preservation program. The Act is designed to encourage the preservation and the wise use of our cultural resources.

The Act includes the creation of:

- National Policy, which establishes the policy of the United States Government regarding historic preservation to promote conditions in which historic properties can be preserved
- The National Register which gives power to the Department of Interior to establish, maintain and expand the National Register of Historic Places.
- State Historic Preservation Offices and State Historic Preservation Officers (SHPO) which establish the administration of the national historic preservation program at the state level and designate the responsibility of developing a statewide plan for preservation, surveying, and nominating properties to the National Register, providing technical support to federal, state and, local agencies and the public, review of federal undertakings that affect historic properties, and helping local governments become certified to participate in the program.
- The Certified Local Governments program which allow for the certification of local governments whose historic preservation programs meet specific standards further allowing the local government access to special grants-in-aid and technical assistance from the SHPO to assist with preservation activities.
- The Advisory Council on Historic Preservation (ACHP) which creates an independent federal agency responsible for advising the President and Congress on Historic Preservation matters.

Paleontological Resources Preservation Act of 2009 (PRPA)
The Paleontological Resources Preservation Act (PRPA) became law when President Barack Obama signed the Omnibus Public Lands Management Act (OPLA) of 2009. The Act requires the Secretaries of the Interior and Agriculture to manage and protect paleontological resources on Federal land using scientific principles and expertise. The OPLA-PRP includes specific provisions addressing management of these resources by the Bureau of Land Management (BLM), the National Park Service (NPS), the Bureau of Reclamation (BOR), the Fish and Wildlife Service (FWS), all of the Department of the Interior, and the U.S. Forest Service (USFS) of the Department of Agriculture.

The OPLA-PRP only applies to Federal lands and does not affect private lands. It provides authority for the protection of paleontological resources on Federal lands including criminal and civil penalties for fossil theft and vandalism. Consistent with existing policy, the OPLA-PRP also includes provisions allowing for casual or hobby collecting of common invertebrate and plant fossils without a permit on Federal lands managed by the BLM, the BOR, and the U.S. Forest Service, under certain conditions. Casual collecting is not allowed within the National Parks or other lands managed by the National Park Service.

Archaeological Resources Protection Act of 1979 (ARPA), as amended
The primary impetus behind the ARPA was the need to provide more effective law enforcement to protect public archeological sites. The Act recognized that archaeological resources are an irreplaceable part of America's heritage and that they were endangered increasingly because of the escalating commercial value of a small portion of the contents of archeological sites. The ARPA established requirements to protect archaeological resources and sites on public lands and Indian lands and to foster increased cooperation and exchange of information between governmental authorities, the professional archaeological community, and private individuals. The Act also established civil and criminal penalties for the destruction or alteration of cultural resources. The U.S. Department of the Interior has issued regulations under the ARPA establishing definitions, standards, and procedures to be followed by all federal land managers in providing protection for archaeological resources located on public lands and Indian lands of the United States. In addition, the National Park Service has issued regulations under the ARPA for the curation of federally owned and administered collections.

Nevada Revised Statutes
The Nevada Revised Statutes (NRS) are the current codified laws of the State of Nevada. The Statutes of Nevada are a compilation of all legislation passed by the Nevada Legislature during a particular Legislative Session.

NRS 278 Planning and Zoning
This chapter within the Nevada Revised Statutes provides for the establishment of municipal zoning ordinances.

NRS 278.160 Subject matter of master plan
This section requires the city of Las Vegas to prepare and adopt a comprehensive, long-term general plan for the physical development of the city, which must also include a Historical Properties Preservation Plan, and Historic Neighborhood Preservation Plan.

NRS 384.005 Establishment of historic districts by a city or a county
This section provides for the establishment of zoning ordinances that govern an historic district, and the establishment of an historic preservation commission.

1. Any county or city may establish a historic district for the purpose of promoting the educational, cultural, economic and general welfare of the public through the preservation, maintenance and protection of structures, sites and areas of historic interest and scenic beauty.

2. If the historic district is established, the board or governing body may adopt any ordinances it determines are in the best interest of the historic district in accordance with the criteria delineated above. An ordinance establishing a historic district must: (a) Contain criteria which substantially achieve the preservation and rehabilitation of buildings of historic significance to the district; and (b) Provide for a designated review board with the power to review proposed alterations to structures within the district.

The Zoning Code of the City of Las Vegas

The Zoning Code of the City of Las Vegas was adopted by City Council in March 24, 1997, as part of the Municipal Code of the City of Las Vegas, adopted in 1983. The Zoning Code was adopted pursuant to the provisions of the Nevada Revised Statutes (NRS), including NRS Chapter 278: Planning and Zoning.

The Zoning Code was established to promote the public health, safety and welfare, and coordinate and ensure the execution of the City's General Plan through effective, efficient, and equitable implementation of development review requirements, adequate facility and services review and other goals, policies or programs contained in the General Plan.

On February 22, 1991, the City Council of Las Vegas adopted an amendment to the Municipal Code of the City of Las Vegas which added an historic preservation ordinance, and established the Historic Preservation Commission (HPC). Today, the City of Las Vegas Historic Preservation Ordinance is found in the Zoning Code, Title 19.06.090 H HISTORIC DESIGNATION.

The purpose of the ordinance is to establish guidelines and responsibilities of the HPC. Through this action, the Historic Preservation Commission was deemed responsible for developing, coordinating and implementing programs for the preservation of buildings, structures, places, sites and districts in the city of historic, cultural, or architectural significance. The ordinance also provides for the designation of structures, landmarks, historic sites and districts.

The powers, duties and activities of the HPC include the following:

- Reviewing applications for the designation of Landmarks, Historic Properties and Historic Districts, and making recommendations to the Planning Commission concerning those applications.
- Reviewing and making decisions concerning applications for the proposed construction, alteration, demolition or removal of any structure associated with a Landmark or Historic Property or located on property within an Historic District.
- Making recommendations to the City Council concerning the use of public or private funds to promote the preservation properties and districts within the City, including the acquisition of property or interests in property.
- Recommending appropriate changes to the General Plan and to local development regulations in order to promote historic preservation.
- Cooperating with property owners to formulate appropriate design guidelines for alteration and construction within Historic Districts.

- Initiating and conducting detailed studies and surveys of properties, structures, and areas within the City to assess their potential for designation in order to formulate an Historic Preservation Plan for the City.
- Developing and participating in public information activities in order to increase public awareness of the value of historic preservation.
- Performing such other functions as will encourage or further the interests of historic preservation.

Certified Local Government (CLG)
The City of Las Vegas achieved CLG status in 1998. The CLG program is a partnership among local governments, the Nevada State Historic Preservation Office (SHPO), and the National Park Service (NPS) which is responsible for administering the National Historic Preservation Program. By 1992, the City had met the requirements for achieving this status, such as the development of an Historic Preservation Plan, Historic Preservation Commission, and Historic Preservation Ordinance. The City of Las Vegas Historic Preservation Ordinance is included in the Zoning Code, Title 19.06.090 H HISTORIC DESIGNATION. The purpose of the ordinance is to establish guidelines for the HPC.

The State Historic Preservation Office (SHPO)
The Nevada State Historic Preservation Office is a state agency created by the National Historic Preservation Act. The National Park Service (NPS) administers, reviews, and provides the majority of funding for the Nevada SHPO programs. The SHPO also administers the Commission for Cultural Affairs grants, NPS grants, National and Nevada State Registers of Historic Places, the historical marker program, and the Comstock Historic District Commission.

The State Historic Preservation Office provides many important services to local governments and historic preservation commissions such as assisting with development of historic preservation programs; advising and assisting in federal, state and local historic preservation projects; participating in the review of federal, state and local undertakings that may affect historic properties; and, providing public information, education, training, and technical assistance in historic preservation. For more information on the Nevada SHPO, visit www.nevadaculture.org/shpo.

Relationship to the City of Las Vegas Master Plan 2020

The Master Plan 2020, "Master Plan," was adopted by City Council in September 2000, and consists of a policy document and a series of specific plans, or elements. The broad policy structure in the Master Plan is intended to direct the actions of the City regarding land use and development over the period from 2000 to 2020. In preparing this element, the City of Las Vegas has considered how policies stipulated in the Master Plan direct future decisions affecting the protection of historic resources in Las Vegas. Where appropriate, this Historic Preservation Element reflects the concurrence of City policy with these other policy sets.

The Relationship to Master Plan 2020 Policy Sections:

Reurbanization

OBJECTIVE 1.4: To retain, where viable, historical structures which represent the architectural, cultural and social legacy of the City of Las Vegas.

Neighborhood Revitalization Area

GOAL 2: Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation.

POLICY 2.3.4: That historic districts provide such direction to preserve the architectural heritage of Las Vegas.

Cultural Enhancement

OBJECTIVE 5.2: To promote cultural awareness and pride within the city.

POLICY 5.2.1: That the City support and assist in the development of new programs which provide incentives for the development and expansion of arts and cultural activities, particularly those which demonstrate an identifiable local context.

The *2006 City of Las Vegas Strategic Planning Guide*, supports historic preservation with the following priorities:

- Revitalize and invigorate our mature areas and the urban core
- Support and encourage sustainability, livability, and pride in our neighborhoods

The Planning Process

On March 3, 2006 the HPC voted to begin the revision process for the existing Historic Preservation Plan, initially adopted by City Council on April 1, 1992. A team made up of staff from the Department of Planning and Development met on a bi-weekly basis to coordinate and facilitate the Task Force meetings, and discuss how best to incorporate comments from the task force members into the new plan.

Considerable input was provided by the Task Force committee. The committee was made up of two groups of individuals: a Technical Advisory Committee of members within the historic preservation community, and a City Staff committee with representatives from several city departments. These groups met three times to discuss goals and objectives for the Historic Properties Preservation Plan Element and address applicable standards and deficiencies in the present plan. The planning process resulted in the revised and updated Historic Properties Preservation Plan Element. Two public meetings were also held. Below is a list of all Task Force and public meetings:

- 8/16/06 First Task Force meeting

- 9/20/06 Second Task Force meeting
- 10/18/06 Third Task Force meeting
- 10/18/06 Open House at Downtown Senior Services Center (DSSC)
- 2/28/07 Final draft submitted to Historic Preservation Commission for review
- 3/28/07 HPC approved final draft
- 3/27/07 Public meeting for General Plan Amendment
- 4/26/07 Planning Commission recommended approval of GPA-19426 to City Council
- 6/6/07 City Council approved GPA-19426.
- 9/5/07 City Council adopted Ordinance #5931

The first draft of the plan was completed October 4, 2006 for internal review. The second draft was completed October 12 and distributed to Task Force members and the City of Las Vegas Historic Preservation Commission for review. A third draft was completed on January 24, 2007 and distributed to city department heads for review. The final draft was completed on March 28, 2007, after all comments were received from the Task Force, city department heads and the public.

Background

Planning Context

The Historic Preservation Commission
On February 22, 1991, the City Council of Las Vegas adopted an amendment to the Municipal Code of the City of Las Vegas (now the Zoning Code of the City of Las Vegas) to add an historic preservation ordinance, and establish the Historic Preservation Commission (HPC).

The HPC is an 11-member advisory group made up of citizens knowledgeable in historic preservation, construction, history, planning, architecture, archaeology and real estate. The purpose of the HPC is to promote the preservation of historic resources within the City of Las Vegas, including, but not limited to cultural heritage resources, buildings, structures, sites and objects through education and action.

Nevada Revised Statutes (NRS) 278.160, "Subject matter of master plan," requires that the City of Las Vegas prepare and adopt a comprehensive, long-term general plan for the physical development of the city. This document, known as the City of Las Vegas Master Plan 2020, must include an Historic neighborhood preservation plan, which shall include a plan to identify and inventory historic neighborhoods and a statement of methods to encourage the preservation of historic neighborhoods. The Master Plan must also include an Historical Properties Preservation Plan, which shall include an inventory of significant historical, archaeological, paleontological and architectural properties as defined by the city, and a statement of methods to encourage the preservation of those properties.

Nevada Comprehensive Preservation Plan 2004
The Nevada Comprehensive Preservation Plan was prepared by the Nevada State Historic Preservation Office and adopted by the National Park Service in 2003. The plan establishes

historic preservation goals for the state and is used to prioritize grant applications and SHPO projects. Local, state, and federal agencies use the document to help them focus preservation activities in their jurisdictions.

City of Las Vegas Neighborhood and Special Area Plans:

- Beverly Green/Southridge Neighborhood Plan, adopted by City Council August 2003
- Downtown Centennial Plan, last amended September 2009
- Downtown North Plan, last amended November 2008
- Floyd Lamb Park Master Plan, adopted by City Council April 2007
- John S. Park Neighborhood Plan, adopted by City Council December 2001
- Scenic Byway Corridor Management Plan, last amended November 2008
- West Las Vegas Plan, last amended July 2009

Existing Conditions

Currently, there are twenty-three designated historic resources within the city of Las Vegas which include *buildings, structures, sites, districts* and *objects*. These resources are listed either on the City of Las Vegas Historic Property Register, the state Register of Historic Places, the National Register of Historic Places, or a combination of these three. The type of designation of an historic resource is a result of the resources' level of significance and association with local, state or national history. Each designated resource in Las Vegas has an association with Las Vegas history, as provided below in the Brief History of Las Vegas section. For a chart of designated historic resources, please see Appendix.

Of the twenty-three historic resources, the U.S. Post Office and Courthouse, Fifth Street School, Westside School, Lorenzi Park, Floyd Lamb Park at Tule Springs and Woodlawn Cemetery are owned by the city.

Historic *buildings* include private residences or homes that have been converted for use as professional offices such as the Frank Wait, Morelli, Smith and Henderson houses, schools such as the Westside and Fifth Street Schools and the Las Vegas High School administration building and gymnasium (now Las Vegas Academy), and commercial and public buildings such as the Huntridge Theater, Moulin Rouge Hotel, and the U.S. Post Office and Courthouse.

The Bonanza Road Underpass is the only designated *structure* in Las Vegas, and the Eureka Locomotive is the only designated *object* at this time; although, an inventory of historic signs located at the Neon Museum has been completed and may result in designation of certain signs in the future.

Historic *sites* are defined as locations that are associated with a significant historic or pre-historic event or pattern of events and can include archaeological and paleontological sites. Designation of an historic site does not require that a building or structure, or ruins of a structure, remain on the site. Designated historic sites within Las Vegas include the Woodlawn Cemetery, the Las Vegas Mormon Fort, and portions of the Old Spanish Trail. Designated archaeological sites in Las Vegas include Tule Springs, as mentioned above, and the Springs Preserve.

Currently there are no designated paleontological sites in Las Vegas; however, the city of Las Vegas is working with community groups, local, state, tribal and federal jurisdictions and agencies on a proposal to designate the Upper Las Vegas Wash area as an Urban National Park Unit. The Las Vegas City Council approved a resolution (R-78-2009) supporting the designation on November 18, 2009.

The Upper Las Vegas Wash contains significant paleontological fossils demonstrative of the Pleistocene Ice Age, including Columbian Mammoth, Ground Sloth, American Lion, Camelops, Bison and ancient species of Horse. The fossil findings appear to contain the longest continuous section of Pleistocene strata in North America, spanning important global climate cooling and warming episodes in the desert Southwest.

A vision for the Upper Las Vegas Wash includes state-of-the-art visitor facilities and amenities, working field sites that can accommodate public interaction, paleontology curation facilities, and interpretive displays. The facility could become a significant educational resource for school age children, as well as university students.
The remaining designated resources are historic *districts*. Designated districts within the city of Las Vegas include the John S. Park, Las Vegas High School and Berkley Square Neighborhood Historic Districts, and Floyd Lamb Park at Tule Springs and Lorenzi Park. A district is typically defined by a substantial concentration of properties, buildings or structures with historic boundaries such as roadways, subdivision plat boundaries or other property lines or physical features. A district can consist of a residential neighborhood, commercial area, or one parcel with several buildings and structures such as Floyd Lamb Park at Tule Springs and Lorenzi Park.

Nevada Revised Statute Chapter 278 further defines an historic neighborhood as a subdivided or developed area that consists of 10 or more residential dwelling units where at least two-thirds of the units are 40 or more years of age and have been identified by a governing body as having a distinctive character or traditional quality.[1]

Local designation protects historic resources by city zoning ordinance, making it a requirement for the Historic Preservation Commission to review any work on a building within the district boundaries that requires a building permit. The Berkley Square and Las Vegas High School Neighborhood Historic Districts are listed on the National Register only, which provides very limited protection for historic resources. As a result, the Las Vegas High School Neighborhood historic district is changing rapidly with new development and is threatened with delisting. This would eliminate certain financial opportunities for business owners who wish to restore their buildings.

For a complete list of designated historic resources with designation status and locations, see Appendix: Designated Historic Resources.

Brief History of Las Vegas

Prehistoric Las Vegas

[1] Abbreviated from NRS 278.

Several scientific studies have been conducted in the northwest area of the valley at what is now known as the Upper Las Vegas Wash. A report titled, "Pleistocene Studies in Southern Nevada," completed by the Nevada State Museum in 1967, states that mammoths, horses, camels, bison and sloths inhabited this are until as late as 11,000 years ago. Significant fossil evidence has been found concentrated in this area and others near historic sources of natural water or drainage pathways.

Although several different cultural sequences have been proposed for the Mojave Desert, most archaeologists agree that the earliest cultures were Paleo-Indian. By the beginning of the Early Archaic, around 7,000 years ago, deserts had become extremely dry. This period was marked by new smaller projectile point styles that were being manufactured along with the previous styles.

Around 3,000 years ago, towards the end of the Archaic Period, increased moisture due to climate change allowed populations to capitalize more on wild plants such as grains and seeds as suggested in the increase of grinding stones and other milling equipment. Intensification of subsistence indicates increased population across southern Nevada and surrounding areas. Underground storage of food was typical during this period until the introduction of ceramics allowed for more efficient storage capabilities.

The Ceramic Period began roughly 1,000 years ago, and is marked by the introduction of pottery, as well as the adoption of the bow and arrow. In the Moapa and Virgin valleys, the Virgin Anasazi initially built pithouse structures, but later house structures consisted of above-ground buildings. They practiced irrigation farming along the rivers and collected wild food resources as a supplement. Although Puebloan influence was mainly concentrated along the Virgin and Muddy rivers, their presence was felt in the Las Vegas area.

Similar in nature to Anasazi cultural developments, the Patayan Tradition (Mojave) evolved from the previous Archaic Period. Between AD 1000 and 1500, these Mojave people lived and made pottery in the Las Vegas Valley.

The third culture group inhabiting this area was the Southern Paiute, who were the only residents remaining here at European contact. They occupied this region and engaged in hunting, gathering, and foraging, supplemented by horticulture. Fields were commonly found at many of major springs throughout Las Vegas Valley. The Paiute played important roles at the early ranches of the area, and today maintain a base in the City, the Las Vegas Paiute Colony, on land provided to them by Helen Stewart.

Historic Las Vegas

The first successful European crossing of the Mojave Desert was done by Spanish missionaries and explorers in 1776. They forged a trail beginning in present day Santa Fe, New Mexico and ending in Los Angeles, California. The trail through Southern Nevada, now called the Old Spanish Trail, was completed in 1826 by Jedediah Smith.

Mexican trader Antonio Armijo led a 60-man commercial caravan along the Spanish Trail to Los Angeles in 1829. This was the first caravan to pass through the Las Vegas valley. The abundant artesian spring water discovered here shortened the Spanish Trail to Los Angeles, and eased rigors for traders. On May 13, 1844, John C. Fremont camped at Las Vegas Springs as he led an overland expedition west. Fremont was the first to record Las Vegas, which means "The Meadows" in Spanish, on an American map.

A rough wagon road soon developed along the Spanish Trail between Salt Lake City and southern California often used heavily by wagons to deliver mining supplies and equipment. Located roughly midway along the trail, the Las Vegas valley became a natural stop-off point for travelers to re-stock supplies and water from the Las Vegas Springs. Today, the Old Spanish Trail is disappearing in Las Vegas due to development, but portions of it have been recorded as being significant archaeological and historic sites in the Las Vegas valley. The locations of these sites are restricted to protect the resource.

In 1855, a group of Mormon missionaries established a settlement about four miles east of Big Springs, now the Springs Preserve, where they constructed an adobe brick fort. The mission was terminated in 1857 due to internal dissension and difficulties in converting the native population. Until the early 1900s, mining and agriculture were the predominant industries in southern Nevada, although there were a few large ranches in the area. Octavius Decatur Gass had developed a marginally successful ranching and farming operation around the abandoned Mormon Fort that had been built in 1855. In 1879, after struggling for several years with the desert environment, Gass had become significantly in debt. He persuaded a man named Archibald Stewart to loan him $5,000 which Gass never paid back.

Archibald and his wife, Helen, became the new owners of the ranch in 1880 and ran it quite successfully until Archibald was murdered at the nearby Kiel Ranch over an unsettled dispute. Helen Stewart suddenly found herself alone with four children, another on the way, and a 960 – acre ranch to manage.

The Railroad

In anticipation of a railroad passing through town, Helen began to purchase more land, and in 1902, Montana Senator William Clark, soon to be owner of the San Pedro, Los Angeles and Salt Lake Railroad Company, purchased the 1,800 acre Stewart ranch to make way for the completion of the tracks between Salt Lake City and Las Angeles. Speculators began purchasing vast amounts of land resulting in two competing townships. The first township was established by an engineer and surveyor named John T. McWilliams, who purchased eighty acres of government land just west of the railroad tracks. In early 1905, the town, advertised as "The Original Las Vegas Townsite," consisted of approximately 150 buildings including saloons, boarding houses, homes, and stores stocked with mining supplies as well as an ice house.

The second site was located on the east side of the tracks and was named Clark's Las Vegas Townsite for the new owner of the railroad, Senator William Clark. The railroad held a land auction in May of 1905. The lots included the area between present day Stewart Avenue, Garces Avenue, Main, and Fifth Streets. Approximately half of the available 1,200 lots were sold within

the first two days, many purchased by speculators from Los Angeles and Salt Lake City. The most valuable lots included those closest to the train depot located at the intersection of Main and Fremont Streets.

The railroad company soon built permanent structures that included the Mission style Railroad Depot in 1906, and several workshops and auxiliary buildings (all demolished). Between 1909 and 1911, the railroad company also constructed 64 cottages in a modest bungalow style for mid-level employees on four square blocks in downtown. The cottages represented the earliest "company housing" in Las Vegas. Most of the cottages have been demolished; however, four have been moved to the Springs Preserve, and one has been moved to the Clark County Heritage Museum.

During this time, development was slow on the west side of the tracks. The depot, and consequently the freight loading and unloading ramps, was located on the east side of the tracks, making it difficult for carts to cross over the embankment. Children from McWilliams' Townsite had to cross the railroad tracks to get to school in Clark's Townsite, prompting the construction of the Westside School in 1922. Competition from Clark's townsite and the inconvenient access to transportation and necessary mining and ranching supplies caused the McWilliams' townsite to lose favor and eventually dwindle to a few small tents and buildings. Today, the original townsite area is known as the "Old Westside," which is located to the northwest of the I-95 and I-15 freeway interchange. The Pioneer Trail, a vehicle and pedestrian trail with interpretive markers, winds visitors through this historic area.

Fremont Street became the town center with a bank, post office, retail shops and hotels occupying approximately the first two and one-half blocks. The remaining buildings from this time include the Nevada Hotel (1905), now the Golden Gate, and the Victory Hotel (1910), formerly the Lincoln Hotel. The remaining blocks of Fremont Street between Third and Fifth Streets were developed as Las Vegas' first exclusive residential area. These homes, built mostly in the Bungalow style with Craftsman details, were demolished during the 1930s and 1940s for commercial expansion. The industrial and commercial district developed mostly along the railroad tracks while the rest of the city consisted of quiet residential streets.

However, it was not long before the city began to expand, extending the original grid eastward. Developers began to plat subdivisions as early as 1905, selling individual lots as they were purchased. Many of these homes were built in the popular Bungalow style, as well as Spanish Eclectic, Tudor and Colonial Revival styles. Some of the early subdivisions include the Bucks Subdivision, Fairview Tract, and the Grandview, Wardie, South and Hawkins' Additions. Building within these subdivisions was slow with minimal population and water facilities to support them until the building boom period in the late 1920s.

The Federal Years

In the late 1920s, talk of building the Boulder Dam enticed thousands of laborers and their families to relocate, looking for work on the dam. This project was the largest in Las Vegas to receive federal funding. Construction began in 1931 and was to have a significant impact on the economic and physical development of Las Vegas. While the rest of the country was suffering

heavily during the Great Depression, Las Vegas boomed in 1931 as Nevada repealed gambling prohibition and liberalized its divorce laws, shortening residency requirements from three months to only six weeks. Las Vegas' new residents spent their hard-earned pay in gambling clubs, called, "sawdust joints," that began to open up on Fremont Street. So much growth was anticipated that the Las Vegas High School (now Las Vegas Academy) was built far from town on Seventh Street and Bridger Avenue in 1931. The Las Vegas High School is extremely important as a beautiful example of Art Deco architecture and Las Vegas' only large scale building of this kind.

Other federal funding allowed for the paving of public streets, improvements and expansions to the city's infrastructure, and recreational and public facilities in and near the downtown area between 1933 and 1934. Remaining examples are the U.S. Post Office and Courthouse (1933), and the Bonanza Road (Clark Ave) railroad underpass (1936). All of these factors served to extricate Las Vegas from its economic dependency on the railroad.

Significant architecture flourished in the 1930s in Las Vegas. Spanish Eclectic and Mission styles, then popular in the West and Southwest, are represented by the Fifth Street School (1936), and residences such as the Henderson (1930) and Smith (1931) homes.

The Tudor Revival is represented best in the area surrounding the Las Vegas High School, showcased by the Church of Jesus Christ of Latter Day Saints (LDS) Las Vegas Regional Family History Center (1932).

Also in the 1930s was the beginning of the signature style of neon signage in downtown Las Vegas. On Fremont Street, signs reflected the architectural and cultural trends of the day rather than the buildings, which tended to have narrow fronts with modest decoration. Competition for the pedestrian eye forced signage to evolve from a simple painting on the wooden storefront to entire neon "wraps" which covered whole facades of Fremont Street businesses by the 1950s. The exuberant clustering of animated neon and lights gave Fremont Street its distinct urban identity not experienced on "the Strip." This era is considered to be the highlight of Las Vegas' neon, with the Binion's hotel and casino being one of the survivors.

World War II

During World War II, the population of Las Vegas again increased significantly as people came to find work at the military bases and industrial plants in the area. The Las Vegas Army Airforce Gunnery School (later Nellis Air Force Base), opened in 1941, and Basic Magnesium Incorporated in the Basic Townsite (Henderson) opened in 1942. Housing construction could not keep up, and families were doubling up in houses, apartments and motels. In West Las Vegas, churches, businesses, nightclubs, hotels and casinos were built. As African American entertainers performing on the Strip were not allowed to stay there, boarding houses on the Westside served as hotels.

In 1941, President Roosevelt signed an amendment to the Federal Housing Act creating Title VI, making possible the mass construction of FHA financed homes. In order to qualify for Title VI, a town had to be declared a defense area, which Las Vegas was in 1941. The three major Las

Vegas neighborhoods built with Title VI financing are the Biltmore, Huntridge and Mayfair, all located near downtown. These neighborhoods were built specifically to house non-commissioned officers, civilian employees of the air base and Basic Magnesium, and their families.

Residential architecture in the 1940s and 50s evolved from the popular Revival styles of the 1930s to the more modest Minimal Traditional and Ranch styles. Minimal Traditional style homes were small with very little decorative detailing or exaggerated features. A natural progression was the Ranch style, the ultimate in streamline residential design. Although the Ranch style took its early cues from the Craftsman and Prairie styles, the Ranch is recognized as a sub-category of the International style, or Modern Movement, so popular for commercial and public buildings. Long and low with wide overhanging eaves and ribbon windows, the "rambling" Ranch style was well suited to the sprawling suburban subdivisions and the more casual lifestyle of the postwar era. Many remaining examples of Minimal Traditional and Ranch style homes are located in the John S. Park Neighborhood Historic District. Good examples of a modest version of the Modern Ranch can be found in the Berkley Square Neighborhood Historic District.

Post War

By 1950, the population of Las Vegas had increased to 24,624, tripling again from 1940. The downtown commercial area was no longer considered to be the central focus of community life. Residents became more dependent upon the automobile and motor court style motels, still seen today on East Fremont Street and Las Vegas Boulevard, began to spring up along major thoroughfares, catering to tourists. It was during this time that the Strip began to develop in a large way, mainly because at that time it was the main highway to Los Angeles. The popularity of gaming, dependency upon the automobile, limited downtown parking, smaller lot sizes, and lower tax rates resulted in larger resort casinos locating along the Strip.

During the 1950s the city was focused on growth, looking for additional ways to increase jobs and attract tourists. In 1950, the government announced plans to begin testing nuclear weapons on a portion of the Las Vegas Bombing and Gunnery Range at Frenchman and Yucca flats, approximately ninety miles north of Las Vegas. Aside from providing employment, the city invited tourists to stay and visit the blasts. Hotels sponsored all-night parties and a myriad of attractions from specialized drinks to business establishments were prefaced with "Atomic."

The 1960s and 1970s brought more residential development throughout the City. A leapfrog pattern of development left large areas of vacant land. This was a result of the improved network of roads and has led to the diffusion of housing, employment and services. Present day downtown Las Vegas has a different appearance than 40 years ago. The function of the downtown area (Fremont Street) has shifted from commercial uses to tourism. Many residential areas were eliminated for commercial development and transportation.

Las Vegas Today

Rising property values, changing development patterns, and rapid growth in the downtown area provides a continual threat to many original historic structures, along with the overall historic context of the area. It is important for the City to identify significant historic buildings, sites and structures so that available resources can be assigned to the preservation of our community gems. An important step toward this direction is the current focus on neighborhood preservation. The City of Las Vegas Department of Planning and Development and the Department of Neighborhood Services are continually working with registered neighborhood associations to inform property owners about historic designation. If the residents support such a move, the city will assist them in determining the potential eligibility of their neighborhood to be listed as an historic district.

Designation of Historic Resources

Before an historic resource can be formally listed on an historic register, detailed field investigations and analytic procedures must be completed to uncover certain pertinent facts about the resource. For a building, one will research the architect, the date and methods of construction, the type of materials, previous owners, location of the building, and other factors. This information can be used to build associations with significant historic or pre-historic events, persons, architectural styles or methods of construction. Prior to such investigations, all resources must be considered potentially significant, unless there is evidence that meeting at least one of the criteria is unlikely.

The National Register of Historic Places, a division of the National Park Service under the U.S. Department of the Interior, is the nation's inventory of historic places worthy of preservation. The National Register has established criteria for evaluation under the National Historic Preservation Act of 1966, as amended, which provides a threshold of significance. Beyond this threshold, it is usually possible from existing data to assess the general level of resource sensitivity. Sensitivity takes into account resource quantity, resource quality, and the susceptibility of the resource to adverse impacts. The City of Las Vegas Historic Preservation Ordinance modeled its criteria for evaluation after the National Register's (see below for lists of National Register and City of Las Vegas criteria for evaluation).

Once the resource is linked to a significant aspect of history, it is judged based on its remaining level of *historic integrity*. This is the ability of a property to physically convey its significance. To be officially designated, a resource must not only be shown to be significant under the local, state or national criteria, but it also must have integrity. The evaluation of integrity is sometimes a subjective judgment, but it must always be grounded in an understanding of a resource's physical features and how they relate to its significance.

Historic properties either retain integrity (this is, convey their significance) or they do not. Within the concept of integrity, the National Register criteria recognizes seven aspects or qualities that, in various combinations, define integrity. To retain historic integrity a property will always possess several, and usually most, of the aspects. The retention of specific aspects of integrity is paramount for a property to convey its significance. The following is a list of the seven aspects of integrity:

- Location
- Design
- Setting
- Materials
- Workmanship
- Feeling
- Association

National Register Criteria for Evaluation

The quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling and association, and:

a) that are associated with events that have made a significant contribution to the broad patterns of our history; or

b) that are associated with the lives of persons significant in our past; or

c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

d) that have yielded, or may be likely to yield, information important in prehistory or history.

The City of Las Vegas Criteria for Evaluation

The City of Las Vegas HPC uses similar criteria to recognize significant historic resources. An individual property, building, structure or archeological site may be designated as a Landmark if it demonstrates exceptional importance by qualifying under the following criteria (for Historic District and Property criteria, please see Title 19.06.090):

a) It meets the criteria for listing on the State or National Register of Historic Places.

b) It is determined to be of exceptional significance and expresses a distinctive character because:

(i) A significant portion of it is at least fifty (50) years old;

(ii) It is reflective of the City's cultural, social, political or economic past; and

iii) Either:

A. It is associated with a person or event significant in local, state or national history; or

B. It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.

Historic Designation Process

The process of Historic Designation on the city of Las Vegas Historic Property Register

Designation of a Landmark, Historic Property or Historic District on the city of Las Vegas Historic Property Register is usually initiated by the owner(s) or authorized representative of the property(s) proposed for designation.

Upon receipt of an application for an individual property, the Historic Preservation Officer (HPO) reviews all documents for submittal to the HPC at the next available regularly scheduled meeting. The HPC is given 30 days to review before the official public hearing is scheduled. The HPC evaluates the application with respect to the criteria for historic designation as defined in the Title 19 Zoning Code Chapter 09.06.090, and makes a recommendation to the Planning Commission.

Upon receipt of a recommendation from the HPC, a public hearing is scheduled for Planning Commission review. The Planning Commission can vote to adopt or modify the HPC recommendation, recommend denial to the Las Vegas City Council, or remand the request to the HPC for further proceedings.

If the application isn't remanded to the HPC, the recommendation is scheduled for a public hearing before the City Council. The City Council can vote to approve or deny the application, modify the Planning Commission recommendation, or remand the request to the HPC for further proceedings. The City Council action is final, however there is an appeal process.

The process and requirements for designation of an historic district are very similar to that of an individual property as defined in the Title 19 Zoning Code; however, the Planning & Development Department recommends additional steps prior to submitting an application to the HPC:

Step 1: Appoint neighborhood representative. Typically historic district designation is initiated by a representative such as an individual or board member of a registered neighborhood association appointed by neighborhood residents and property owners. The HPO will coordinate with the representative(s) throughout the entire process.

Step 2: First public meeting. Planning staff will host a public meeting to discuss neighborhood goals and objectives, the designation process, benefits of designation and any existing historical studies related to the area. If no studies exist, the HPO will also discuss funding options to have a study completed.

If at this meeting a majority of the neighborhood expresses support for moving forward, the HPO will coordinate with the neighborhood representative(s) on developing a designation plan.

It is important to note that the HPO assesses the support for historic designation throughout the entire process. If at any time the HPO feels that a majority of property

owners object, he or she will meet with the neighborhood representative(s) to reevaluate the request for designation.

Step 3: Second public meeting. Planning staff will host a second public meeting to develop a plan for historic district designation. The plan will outline the responsibilities of Planning staff and neighborhood representative(s), determine the boundaries of the proposed district, and provide a timeline for each step. The plan will be adopted by City Council before funding is acquired for necessary historical studies.

Step 4: Complete historical study. Planning staff will explore all funding options to complete an historic resource survey and inventory of the proposed district.

Step 5: Third public meeting. Planning staff will host a third meeting to discuss the findings of the historical study and again discuss the implications of designation with residents and property owners. If at this meeting the neighborhood expresses support for moving forward, staff will schedule a "Design Guideline Charette."

Step 6: Public Design Guideline Charette. If the proposed district is found eligible for listing on the city of Las Vegas Historic Property Register, the HPO will meet with residents and property owners to develop design guidelines for the proposed district. The purpose of the charette is to explain the process for review of proposed work, and what types of work can be done. Plan and elevation sketches will be used to develop hypothetical situations. It is here that property owners can choose to adopt the General Design Guidelines used by the Historic Preservation Commission, or more specific guidelines that address the significant architecture of the proposed district.

Step 7: Submit application to HPC. The neighborhood representative(s) will submit the application to the HPO. It is at this point that the process as defined by the Title 19 Zoning Code Chapter 09.06.090 resumes.

For a detailed outline of the requirements and criteria for historic designation of properties on the city of Las Vegas Historic Property Register, please refer to the Title 19 Las Vegas Zoning Code, Chapter 19.06.090 Historic Designation.

Historic Signs

The significance of iconic neon signage to Las Vegas' historic identity as a tourist destination cannot be overstated. The evolution of signage design in Las Vegas is often considered as more important than the buildings themselves for the signs' reflection of contemporary architectural, marketing, cultural and technological trends. Las Vegas Boulevard from Sahara Avenue to Washington Avenue was designated in 2009 as a National Scenic Byway for its display of iconic neon signage, among other historic attributes.

In Las Vegas, signage was very particular to the setting: for example, signage on Fremont Street tended to become more and more complex, introducing an increasing amount of neon and

animation as well as becoming larger and taller. The narrow lot widths restricted signs to increasing in height or wrapping the façade of the actual building. In contrast, signage on the Strip, where expansive acreage permitted free-standing casinos and hotels to be set back from the highway behind vast parking lots, was installed on top of tall poles to attract the motoring tourists as they sped by.

Historic signs allow the past to speak to the present in ways that buildings by themselves do not. Multiple surviving historic signs on the same building can indicate several periods in its history or use. In this respect, signs are like archaeological layers that reveal different periods of human occupancy and use.

Historic signs give continuity to public spaces, becoming part of the community memory. They sometimes become landmarks in themselves, almost without regard for the building to which they are attached, or the property on which they stand. Furthermore, in an age of uniform franchise signs and generic plastic "box" signs, historic signs often attract by their individuality: by a clever detail, a daring use of color and motion, or a reference to particular people, shops, or events.

The cultural significance of signs combined with their often transitory nature makes the preservation of historic signs difficult. The City of Las Vegas Historic Preservation Ordinance allows for the designation of signs under the definition of "structure." An historic survey and inventory of the neon sign collection at the Neon Museum was completed in 2007 using an Historic Preservation Fund grant. Several signs were found to be eligible for listing on the National Register of Historic Places. The City of Las Vegas has identified the importance of preserving our historic signage, and encourages innovative and contextual sign design by creating mandatory sign design guidelines for the Entertainment Overlay, Downtown Casino Core, and Scenic Byway Corridor Management Plan.

Analysis

Issues in Historic Preservation

The practice of historic preservation faces considerable challenges as a result of rising land values, the rapid growth of cities and ever-expanding highway system. Proponents argue that the adaptive reuse of historic buildings promotes Smart Growth ideals, and land and materials conservation. In addition, preservation of historic downtowns and neighborhoods promotes cultural heritage tourism, economic revitalization and community pride. However, the concern for considering the rights of private property owners in the historic designation process emerges, and the Historic Preservation Commission works diligently to educate and assist property owners in making the best decision for them. The following are the most current and pressing issues facing historic preservation today:

<u>Adaptive reuse</u>

Adaptive reuse is a process that adapts buildings for new uses while retaining the historic features that make the building unique. When the original use of a structure changes is no longer required or viable, the opportunity arises to change the primary function of the structure. In Las

Vegas, the Westside School is home to a radio station, the Fifth Street School has been completely restored for use as a cultural center and city office space, and the U.S. Post Office and Courthouse is under construction to be reused as a museum. Many historic homes in the Las Vegas High School neighborhood, like the Henderson House, have been adapted for professional use.

Adaptive reuse is seen by many as a key factor in land conservation and reducing the amount of sprawl. For those who prescribe to the smart growth concept, it is more efficient and environmentally responsible to redevelop older buildings closer to urban cores than it is to build new construction on faraway greenfield sites. Another positive result is the economic value of rehabilitating and reusing older buildings, since the existing investment in the structure and servicing of a building reduces material and labor costs. In addition, state and/or federal tax incentives and grant funding may also be available.

In many cases, the environmental benefits of adaptive reuse of historic buildings outweigh new construction. Historic buildings contain embodied energy, which is defined as the amount of energy associated with extracting, processing, manufacturing, transporting and assembling building materials. Adaptive reuse preserves this embodied energy and reduces the need for raw materials. According to the 2007 report, "Making the Case: Historic Preservation as Sustainable Development," by Patrice Frey, demolition of housing produces an average of 115 lbs of waste per square foot, while demolition of commercial buildings generates approximately 155 lbs of waste per square foot. Adaptive reuse can help reduce the estimated 19.7 million tons of waste generated by residential demolition annually in the United States alone.

The Recent Past

The "recent past" is a term commonly used to describe historic and architectural resources constructed or designed in the past 50 years and are generally associated with "Modernism," or, the "Modern movement" of architecture and design. The significant buildings, landscapes, and sites of the Modern movement and the important architectural, social, and cultural resources of the past 50 years are among the most underappreciated and vulnerable aspects of our nation's heritage. Federal, state, and local preservation programs typically exclude properties less than 50 years from historic designation programs and review processes. This leaves many historically and culturally significant properties unprotected from demolition or other adverse treatments.

In architecture, Modernism is generally defined as a design language with emphases on form rather than ornament, structure and materials rather than picturesque constructions, and the rational and efficient use of space. In the United States, Modernism flourished beginning in the 1930s, and encompassed individual design movements with their own individual ways of expressing Modern ideals. These include the International, Expressionist, Brutalist, New Formalist, and even Googie movements, to name a few. Technical innovation, experimentation, and rethinking the way humans lived in and used the designed environment, whether buildings or landscapes, were hallmarks of Modern architectural practice.

Properties associated with the Modern movement may be considered significant because they represent the emergence of an automobile-oriented society and the development of the Post War suburbs. Modernism bloomed in America during a period of unparalleled growth and changes.

One of the most challenging tasks in Modern and recent past preservation and rehabilitation efforts is addressing experimental, obsolete, or difficult to rehabilitate materials, technologies and manufacturing processes. In some cases, the buildings materials and systems have proven to be less durable than older building materials. Many Modern building materials and systems are not necessarily "green," nor were they intended to last beyond 50 years. Repair is often difficult and replacement in kind may be impossible. Because of these issues, it is important to develop a definition of significance for mid-century resources in Las Vegas. A goal of the HPC is to complete a "Recent Past Historic Context" for Las Vegas in order to inventory existing resources and determine priorities for preserving them.

Historic Building Codes

The City of Las Vegas has approximately 15,500 buildings that will turn 50 in the next ten years, an additional 8,500 that will turn 50 in the next twenty years, and 18,400 in the next 30 years. Many of these buildings were built to comply with an earlier building code or with no code, yet are often still safe and sound. With some exceptions, these buildings continue to be occupied, used and maintained. Conversions and rehabilitation projects play an integral role in the creation of decent, affordable housing.

Many of the historic buildings in Las Vegas will be eligible for listing on the local, state or national registers, making the property owners eligible for certain financial benefits for the rehabilitation of their business. However, it can be difficult for property owners when rehabilitation projects are required to bring buildings into compliance with current building codes for new construction. For new buildings, complying with the construction code is a straightforward process. Materials to be used, processes to be followed, and safety standards to be met are clearly stated, and the cost of compliance is predictable. It is much less so in the case of existing buildings.

Until recently, there were three model codes generally used in the U.S.: 1) The *BOCA National Building Code* and related codes, developed and published by the Building Officials and Code Administrators International (BOCA); 2) The *Standard Building Code* and related codes, developed and published by the Southern building Code Congress International (SBCCI); and, 3) The *Uniform Building Code* and related codes, developed and published by the International Conference of Building Officials (ICBO). These three model code organizations got together to develop a single set of model codes, first published in the year 2000, and referred to as the *International Codes*: *International Building Code, International Plumbing Code, International Mechanical Code,* and others. Still more recently, the National Fire Protection Association (NFPA) has begun to develop its own model building code, designated NFPA5000. The city of Las Vegas, along other local jurisdictions, formally adopted the *International Building Code* (IBC) in 2003, and again in 2006 for the updated version.

All building codes refer to standards that control the quality of materials and the designs of systems used in buildings, the loads that building elements must resist, and other aspects of building design and construction. These standards are developed by a wide variety of organizations that have technical expertise in each subject.

The model codes, as well as the standards they reference, are modified and updated from time to time, depending on new materials, new technology, and improved information on building failures due to various causes such as natural disasters, environmental effects, and normal wear and tear. In addition to technical updates these modifications sometimes reflect shifts in priorities for public spending.

While traditionally the requirements in the codes were intended to meet goals of health, safety, welfare and property protection, they have been expanded in recent years to include other societal goals. Some of these goals are energy conservation, accessibility, disaster mitigation, historic preservation, and affordability.

One result of the periodic updating and expansion of the codes is that buildings built before the current building codes were enacted are probably not in full compliance. In many cases, the requirements for new structures cannot be met in existing buildings such as ceiling height requirements, egress window requirements, and corridor and doorway width requirements.

Communities have had to develop special codes to deal with existing buildings for general safety. The city of Las Vegas Department of Building and Safety relies on the method outlined in Chapter 34 of the International Building Code (IBC); however, code officials have worked with property owners in the past to develop ordinances based on individual groups' needs.

For instance, on January 17, 2007, the Las Vegas City Council adopted amendments to the 2006 IBC that included ordinances for Live/Work Units. These ordinances were adopted specifically for property owners within the Arts District neighborhood in order to accommodate the adaptive reuse of older industrial buildings into live/work loft-style units.

Another example is an amendment to the 1997 Uniform Administrative Code, also adopted on January 17, 2007. This amendment for professional office conversions was adopted specifically for property owners in and around the Las Vegas High School neighborhood, and allows for conversion of residential buildings less than 1500 square feet to professional office without having to meet the requirements of the IBC for commercial buildings (if only minor exterior remodeling is proposed.)

The U.S. Post Office and Courthouse is serving as an example for the use of existing building codes for city buildings. The City of Las Vegas Building & Safety Department is working with the architects of the rehabilitation project by reviewing the architect's proposed solutions to any items that will not meet the current IBC standards.

Smart Growth and Sustainability

Historic Preservation is an invaluable component of sustainability and the planning concept of smart growth. The governing ideas of smart growth identify a set of policies governing transportation and land use planning policy for urban areas that benefits communities and preserves the natural environment.

The principles of historic preservation, like smart growth, are rooted in history, culture, stewardship of the built environment, conservation of open space, and creating a sense of place

for each community. Smart growth advocates land use patterns that are compact, transit-oriented, walkable, bicycle-friendly, and include mixed-use development with a range of housing choices. This philosophy keeps density concentrated in the center of a town or city, combating urban sprawl.
A major issue with historic preservation and sustainability is the installation of energy efficient materials, green technology systems and infrastructure on historic resources and landscapes. The conservation and improvement of our existing built resources, including re-use of historic and older buildings, greening the existing building stock, and reinvestment in older and historic communities, is crucial; however, eco-friendly improvements cannot be implemented at the expense of the historic materials or features that define the resource's historic significance. Loss of historic integrity can threaten de-listing of resources, thereby eliminating options for future grant funding. There are many ways to incorporate eco-friendly materials into historic fabric and landscapes without compromising integrity. The city of Las Vegas and Nevada State Historic Preservation Office are charged with providing technical information to parties wishing to undergo these types of projects.

The U.S. Green Building Council's (USGBC) green building certification program, Leadership in Energy and Environmental Design (LEED), has developed a new rating system called LEED for Neighborhood Development, or LEED-ND. It merges principles of smart growth, new urbanism, and green building into a standard for neighborhoods and awards points based on a community's location and environmentally responsible and sustainable-design components. LEED-ND recognizes many of the characteristics inherent in historic neighborhoods, such as dense land use, access to jobs, housing, public transit, schools, parks, and public spaces are consistent with sustainable development.

In addition, changes to the LEED rating system in 2009 supports historic preservation by offering credits weighted according to Life Cycle Assessment (LCA) criteria. LCA is a holistic, scientific approach that evaluates a building's energy intake and expenditure over the course of its lifetime. LEED 2009 also allows for exemptions of historic districts, and prohibits the demolition of part or all of any federal-, state-, or locally-listed historic building unless the demolition has been approved by the local historic preservation review board.

Neighborhood Conservation Districts
Neighborhood conservation districts are areas with a distinct physical character that have preservation or conservation as the primary goal. Within the city of Las Vegas there are unique and distinctive older residential neighborhoods or commercial districts which contribute significantly to the overall character and identity of the community and are worthy of preservation and protection. Many of these districts may lack sufficient historical, architectural or cultural significance at the present time to be designated as historic districts; however, they warrant special land-use attention based on other distinctive characteristics.
Accomplished through the adoption of a zoning overlay or independent zoning district, conservation districts provide a means of preserving the physical attributes of a neighborhood by addressing changes that could adversely affect its architectural character. Neighborhoods protected under this approach often include a high concentration of older structures that share a cohesive quality through a common architectural style or building form such as a World War II subdivision, or because they date from a particular period of times. Sometimes a neighborhood,

although historic, may not be eligible for designation as an historic district due to incompatible alterations and loss of integrity, or residential support for stricter controls is lacking.

In a neighborhood conservation district, physical changes to a neighborhood, such as the construction of additions, new buildings, and demolitions are generally subject to review and approval by a specially-appointed design review committee separate from an historic preservation commission. However, in contrast to historic preservation laws, alterations to existing structures tend to be subject to more lenient standards of review or, in some cases, excused from review altogether. New construction, additions and alterations are frequently evaluated under standards that emphasize compatible development in terms of size or massing rather than specific architectural features.

The City of Las Vegas has not used this tool for conserving older neighborhoods as of yet. Authority to enact conservation district laws typically comes from power delegated to local communities through state enabling statutes; however, the city of Las Vegas may implement neighborhood conservation districts as zoning overlays. It can be a good tool for protecting older neighborhoods against inappropriate infill or commercial encroachment.

City Preservation Incentives

In many cases, it can be more cost-effective for a property owner to demolish and replace an historic building with one that maximizes the use of the land it sits on. Because of this, infill development can have an enormous impact on historic neighborhoods, irreparably damaging its historic nature. To combat this, some cities have developed incentives to preserve buildings that are listed on an historic property register. For example, the city of Monterey, California, has developed several incentives that originate with the Planning Department for the Cannery Row Conservation District that include streamlined review processes and reduction or waiver of fees.

The City of Las Vegas offers grant funding for projects historic in nature through the Centennial Commission. The grant funding is received through the sale of commemorative Centennial license plates, and is administered by the Centennial Board. Projects must promote or preserve some historic feature or commemorate the history of the city of Las Vegas, or promote cultural heritage tourism in Las Vegas. Individuals can apply for funding to restore their buildings according to certain guidelines and standards.

Cultural Heritage Tourism

Historic buildings can have a positive economic impact in redevelopment planning. These resources are inherently marketable elements of urban form that promote a community's distinct identity. More than one-fourth of U.S. tourists visit cultural and historic sites every year. Historic downtowns perpetuate the character and ambience, creating an authentic experience for both residents and visitors that cannot be found elsewhere.

The HPC has partnered with the Las Vegas Convention and Visitor's Association (LVCVA) to participate in the National Trust's Heritage Travel, Inc. website (www.heritagetravelinc.com). This allows the city and LVCVA to post information about significant historic sites in the city and Clark County, and link them to related attractions or points of interest.

The city of Las Vegas has partnered with several organizations to assist with funding and implementation of heritage tourism sites within the city. Among these sites are the Neon Museum, located in the Cultural Corridor, in downtown Las Vegas. The La Concha Motel lobby was recently moved from the Strip and restored to serve as the museum's lobby and headquarters for the Las Vegas National Scenic Byway. Visitors can tour several acres of historic neon signs in the "Boneyard." An extension of the Neon Museum is the "Signs on Sticks" project. This consists of newly restored neon signs installed in the median of Las Vegas Boulevard between Sahara and Washington Avenues.

Another heritage tourism site is the U.S. Post Office and Courthouse, constructed in 1931. The building is currently undergoing a complete restoration for reuse as the Las Vegas Museum of Organized Crime and Law Enforcement, or "The Mob Museum." The museum will focus on the impact of organized crime on Las Vegas and the United States. Completion is set for Spring 2011.

Since the 1970s, mounting evidence has shown that historic preservation can be a powerful community and economic development strategy. Evidence includes statistics compiled from annual surveys conducted by the National Trust for Historic Preservation and statewide Main Street programs, state-level tourism and economic impact studies, and studies that have analyzed the impact of specific actions such as historic designation, tax credits, and revolving loan funds. Among the findings:

- Creation of local historic districts stabilizes, and often increases residential and commercial property values.
- Increases in property values in historic districts are typically greater than increases in the community at large.
- Historic building rehabilitation, which is more labor intensive and requires greater specialization and higher skills levels, creates more jobs and results in more local business than does new construction.
- Heritage tourism provides substantial economic benefits. Tourists drawn by a community's (or region's) historic character typically stay longer and spend more during their visit than other tourists.
- Historic rehabilitation encourages additional neighborhood investment and produces a high return for municipal dollars spent.
- Historic rehabilitation vs. new construction can result in a cost savings of 3 to 16 percent.
- Use of a city or town's existing, historic building stock can support growth management policies by increasing the availability of centrally located housing.

Cultural Diversity

As diverse as American culture is, so too is the diversity of historic properties that express this rich cultural legacy. Our definition of historic properties has evolved to encompass a much broader interpretation of American history, one that acknowledges the contribution of immigrant populations and ethnic minorities.

Cultural diversity is a recent term, but with origins in the historic preservation movement when the treatment of archaeological remains of American Indians and protection of antiquities of the

American Southwest began to be considered. Today, the term is used to denote the changing ethnic composition of the United States through immigration, and to describe the enduring cultural groups that live in definable ethnic communities.

The protection of cultural properties of groups other than American Indians gathered momentum in the 1960s in response to the civil rights movement and increasing interest from cultural groups to preserve their heritage.

Until recently, the historic preservation community quantified its progress in the area of cultural diversity by the number of projects undertaken, and the number of cultural groups that associated themselves with the preservation movement. Today, preservationists are more concerned with ensuring that cultural groups communicate what resources are important to them, how the resources should be protected, and who should be empowered with the management of the resources. Increasingly, cultural groups are working with existing preservation organizations to establish their own heritage organizations and programs.

Las Vegas is home to several ethnic groups. Some, such as the African American, American Indian, Hispanic and Asian cultures, have been here for generations upon generations. These groups have contributed greatly to the growth, development and culture of Las Vegas, and preservation of historic resources associated with these contributions is extremely important for future generations to be able to interpret the history of Las Vegas properly.

Environmental Review and Section 106

In the National Historic Preservation Act (NHPA) of 1966, Congress established a comprehensive program to preserve the historical and cultural foundations of the Nation as a living part of community life. Section 106 of NHPA is crucial to that program, because it requires consideration of historic preservation in the multitude of Federal actions that take place nationwide. Federal agencies are responsible for initiating Section 106 review and coordinate the review with the State Historic Preservation Officer. Federal agencies are required to consider the effects of their actions on historic properties and provide the Advisory Council on Historic Preservation an opportunity to comment on Federal projects prior to implementation.

Section 106 review encourages, but does not mandate, preservation; however, it does ensures that preservation values are factored into Federal agency planning and decisions. Because of Section 106, Federal agencies must assume responsibility for the consequences of their actions on historic properties and be publicly accountable for their decisions.

The City of Las Vegas has received several million dollars from the Southern Nevada Public Lands Management Act (SNPLMA). This act allows the Bureau of Land Management (BLM) to sell public land within a specific boundary around Las Vegas, Nevada. The city applies for funding from the sale of these lands for capital improvements, conservation initiatives, land acquisitions, and to develop parks, trails and natural areas.

In addition, the city receives approximately $11 million dollars annually from the Community Development Block Grant (CDBG) program which originates with the U.S. Department of Housing and Urban Development. The CDBG entitlement program allocates annual grants to

larger cities and urban counties for affordable housing. The city of Las Vegas Neighborhood Services Department has developed a Memorandum of Understanding (MOU) with the State Historic Preservation Office (SHPO) to provide guidance on which activities and projects will require SHPO consultation.

The city also receives funding from the Nevada Department of Transportation (NDOT) through the Transportation Enhancement program, a Federal-Aid Highway fund administered by the Federal Highway Administration (FHWA). To streamline the administration of these and other funds, the FHWA has developed the Stewardship program which allows local governments to design and administer construction with the oversight of NDOT.

Another source of federal funds is the American Recovery and Reinvestment Act (ARRA) of 2007. The Act was designed to stimulate the economy and specifies appropriations for a wide range of federal programs. The city of Las Vegas will receive funding for infrastructure improvement, much of which will occur in areas with historic properties.

Each one of these projects that the city has received funding for may be subject to a Section 106 Review because of federal involvement. The federal agency that initiates the review is required to obtain comment by the State Historic Preservation Office (SHPO) regarding the project. In turn, the SHPO will seek comment from the local Historic Preservation Officer, if the municipality is a Certified Local Government (CLG).

Although not necessarily difficult, these reviews require extensive interagency coordination, and can add significant costs and additional time to a project. These factors need to be considered as early as possible in the planning stages. Every CLG is entitled to comment on projects happening within their jurisdiction, so it is extremely important to involve the Historic Preservation Officer as early as possible.

Education

Although the city has improved public outreach for historic preservation tremendously, this will always be an ongoing and important issue. Public outreach and educational projects are invaluable tools to garner support for preservation activities. The HPC applies for grant funding each year through the Nevada State Historic Preservation Office to pay for printed and recorded materials such as walking tour brochures, newsletters and lectures. These materials are available on the city website, and are distributed at community centers, libraries, educational and cultural facilities, and community events. Each year the HPC sponsors informational booths at events such as the Culture and History Fair. The Historic Preservation Officer is on hand at these and other community events to meet with individuals who are interested in learning about their historic neighborhood or property, and the process of designation.

Within the preservation community, important strides have been made in the process of collecting prehistoric artifacts and historical data and memorabilia which now reside in local museums. There are several historic collections, and historical associations and non-profit preservation organizations have been formed which actively promote protection and preservation of Las Vegas' heritage.

It is important that the community recognizes that there is a heritage to preserve, that they are part of it, and that they understand the importance of contributing to its preservation through either volunteering time or donating funds. The process of making our past as interesting as the present must start with education.

The Advisory Role of the HPC

The HPC takes a proactive role in the preservation of our city's historic and cultural resources. The HPC facilitates the planning efforts required to promote the preservation of structures and sites which have and will have historic significance in the near future. One of the primary responsibilities of the HPC is the development, coordination, and implementation of programs for the preservation of buildings, structures, places, sites and districts of historic and archaeological significance. As such, the HPC forwards recommendations to the City Council regarding certain improvements and sites in the city for designation as landmarks or historic sites, and/or districts. The HPC is also responsible for assisting owners of historic properties with technical information about appropriate methods of preservation and restoration of their properties.

Capital Improvement Plan (CIP)

The City of Las Vegas Capital Improvement Plan is the city's multiyear planning document that identifies and prioritizes the need for a variety of public improvements. The CIP identifies individual project scopes, schedules and funding, and provides order and continuity to the repair, replacement, construction or expansion of the City's capital assets. The CIP is funded on an annual basis, and includes revenues from other government entities, bond issues, charges for services, and transfers from other City of Las Vegas funds.

The CIP process begins early each year when each department submits individual project requests to the Budget and Finance Division. Each request is evaluated for completeness and accuracy, fiscal impact, and available funding sources. The CIP is then integrated with the City's Strategic Plan, which is the primary policy document used to guide future growth and development. Recommendations are then submitted to the City Manager.

The Historic Preservation Commission can make recommendations to the City of Las Vegas Planning and Development Department for future CIP projects. The City currently owns six historic properties, including the Westside School, Fifth Street School, the U.S. Post Office and Courthouse, Woodlawn Cemetery, Lorenzi Park and Floyd Lamb Park at Tule Springs (Tule Springs Ranch). CIP funding can be used for improvements and maintenance to city-owned historic buildings, as well as property acquisition.

Status Analysis

The following matrix provides status information regarding the original goals and objectives listed in the Historic Preservation Plan from 1992. A column to represent whether the specific action has been completed, and a column for implementation, have been added. A more detailed summary of Historic Preservation successes is included below.

ACTION SUMMARY	FY OF IMPLEMENTATION	COMPLETE YES/NO	IMPLEMENTATION
Develop guidelines and criteria to identify historic sites and districts.	1992	YES	Ongoing. Over 1300 buildings have been surveyed since 2002. See Successes: Historic Resource Survey and Inventory, pg. 26.
Develop a program to nominate historic resources to the National Register of Historic Places.	1993	YES	Ongoing. HPC's budget includes funding to complete nominations. See Successes: Historic Designation, pg. 25.
Develop and maintain a list of ethnic groups and their historic role in forming the community character.	1993	NO	See: Policy 1.2 of revised Goals, Objectives and Policies, pg. 27 and Recommendations, pg. 28.
Identify and maintain an inventory of historic properties.	1992	YES	Ongoing. Over 1300 buildings have been surveyed since 2002. See Successes: Historic Resource Survey and Inventory, pg. 26.
Recommend to City Council historic districts and sites.	1993	YES	Ongoing. Four historic properties or districts have been designated on the City of Las Vegas Historic Property Register since 2003. See Successes: Historic Designation, pg. 25.
Update the Historic Preservation Chapter of the Las Vegas Municipal Code to provide for the City becoming a Certified Local Government.	1994	YES	CLG status achieved in 1998.
Establish programs to interpret Las Vegas cultural history and promote public interest and support.	1993	YES	Ongoing. The HPC sponsors two yearly events, has renewed the newsletter, and has published three historic walking tour brochures since 2003. See Public Outreach, pg.25.
Promote the contents and locations of historical collections in Las Vegas and southern Nevada.	1993	YES	Ongoing. The HPC website has links to all museum and historic facilities in Las Vegas. See Public Outreach, pg. 25.
Promote the culture of Las Vegas and southern Nevada through museums and libraries.	1992	YES	Ongoing. The HPC website has links to all museum and historic facilities in Las Vegas. See Public Outreach, pg. 25.
Identify, develop and distribute information about State of Nevada Historic Preservation Incentives.	1993	YES	Ongoing. The HPC website has links to all museum and historic facilities in Las Vegas. See Public Outreach, pg. 25.
Develop a program to implement federal incentives pertaining to historic preservation.	1992	NO	The SHPO administers the Federal Historic Preservation Tax Credit program.

Provide City strategy for the adaptive reuse of historic vacant and/or abandoned buildings.	1992	NO	See Policy 3.2, pg. 27, and Recommendations, pg. 28.
Develop City Zoning Ordinance amendments to facilitate adaptive reuse of historic buildings.	1994	NO	See Policy 3.2, pg. 27, and Recommendations, pg. 28.
Develop comprehensive design guidelines for new construction or existing building improvements that will preserve the historical and architectural quality of designated neighborhoods, districts, sites and landmarks.	1994	YES	John S. Park Neighborhood Historic District Guidelines approved by HPC September 2006.

Successes

Historic Designation

Since the HPC was created in 1991, much has been accomplished. Thirteen historic properties or districts have been designated on the City of Las Vegas Historic Property Register, three have been designated on the Nevada State Register of Historic Places, and eight on the National Register of Historic Places for a total of over 400 buildings, structures or sites. In 2006 the HPC received a $75,000 grant from the Centennial Commission for various historic preservation projects, including preparation of nomination reports for submittal to the National Register of Historic Places.

Public Outreach

The HPC has significantly increased its public outreach efforts, bringing the importance and urgency of historic preservation to the public forefront with frequent media releases, community events, the creation of the HPC website, the resurrection of the newsletter, publications, walking tours and historic markers. The newsletter, brochures and other publications are widely distributed to local cultural facilities, and are available on the website. The HPC website lists information on each designated historic property with links to local and national preservation resources. In addition, the HPC now has a recognition program for individuals or groups who make exceptional efforts in the spirit of historic preservation.

Funding

The HPC has vigorously pursued grant funding and private donations to save and restore our community gems such as the U.S. Post Office and Courthouse, the Westside School, and the relocation of the railroad cottages and the La Concha Motel lobby.

Historic Resource Survey and Inventory

Each year the Planning and Development department applies for funding from the Historic Preservation Fund (HPF) grant. This grant originates with the National Park Service and is administered by the State Historic Preservation Office. The city is typically awarded around $40,000 annually for historic resource surveys and inventories of historic neighborhoods. In recent years, the Biltmore, Huntridge, Mayfair, Berkley Square and Southridge neighborhoods, and the downtown wedding chapels have been surveyed. The data collected is used to identify neighborhoods or areas within Las Vegas that may be eligible for listing on the National Register

of Historic Places. For instance, the Berkley Square neighborhood was determined eligible after an HPF survey and was designated on the National Register of Historic Places in October 2009.

The city of Las Vegas will continue to apply for the annual HPF grant in order to maintain an inventory of historic resources. This information is invaluable to community planning efforts and procurement of grant funding for many types of projects, including sustainability initiatives, and redevelopment and infrastructure improvement funding.

Coordination

With the help of city staff, coordination between the HPC and other city departments and elected officials has greatly improved:

- In 2005 the Planning & Development and Leisure Services Departments' staff worked with Clark County staff to implement the Pioneer Trail, a six-mile pedestrian trail that winds through historic West Las Vegas.
- In 2005 the city approved the Neighborhood Action Plan process which facilitates the designation of historic neighborhoods. Neighborhood associations work with the Neighborhood Services and Planning & Development Departments to make historic preservation an optional component of their neighborhood action plans.
- In 2006 Planning and Building staff developed a more efficient and fully automated way to add Historic Preservation Officer review to a more comprehensive list of types of building permit applications for historic properties.
- In 2007 Planning staff developed a database within Geographic Information Systems that identifies all properties that are fifty years or older, and whether the properties have been surveyed for eligibility to the National Register of Historic Places. The data assists other city departments and government agencies with planning and implementing federally-funded projects.
- The process of updating the Historic Preservation Element involved valuable input from several city departments, including Neighborhood Services, Cultural Division, Office of Business Development, Building and Safety, Field Operations, Leisure Services and Public Works. It is the common goal of all departments within the City of Las Vegas that our significant historic resources be preserved in a manner which is consistent with the Master Plan goals, and that is not counterproductive.

Implementation

The Historic Preservation Element provides as inclusive a resource as possible for city officials and the public regarding the current state of historic preservation in Las Vegas, the issues that affect this, and what options there are available to use historic preservation tools to improve our communities. The following "Goals, Objectives and Policies" are also included in the Master Plan 2020 policy document.

Goal: Promote the educational, cultural, economic, and general welfare of the public through the identification, preservation, maintenance and protection of structures, sites, neighborhoods

and districts of significant historic, architectural, archaeological and paleontological interest within Las Vegas.

Objective 1: Promote the preservation, maintenance and protection of structures, sites, neighborhoods and districts of historic and prehistoric interest within Las Vegas.

Policy 1.1: That the city pursues all available state and federal grant funding pertaining to Historic Preservation.

Policy 1.2: That the city promotes the identification and preservation of significant cultural resources within communities of diverse ethnic backgrounds which illustrate the historic role and contributing character of population identities within Las Vegas.

Policy 1.3: That the city promotes a stewardship program to oversee historic resources.

Objective 2: Encourage community participation in the preservation planning process to achieve public understanding and support of preservation concepts and the value of cultural resources to the community.

Policy 2.1: That the Historic Preservation Commission meetings are open to the public, and that commissioners be accessible to the public during preservation related events.

Policy 2.2: That the city promotes public education of historic preservation by distribution of information through media releases, publications, and events.

Objective 3: Promote and encourage the rehabilitation and reuse of historic resources.

Policy 3.1: That an inventory of buildings, structures, sites, objects, neighborhoods and districts that are over fifty (50) years old will be consistently updated and maintained.

Policy 3.2: That the city develop guidelines for reuse of historic structures, including the scope of modifications and the use and extent of exterior business signage. (From Reurbanization Policy 1.4.2)

Objective 4: Promote and encourage the stability of designated historic neighborhoods, sites and landmarks by preserving their historical and architectural integrity.

Policy 4.1: That the city promote design guidelines for historic preservation as developed by federal agencies such as the National Park Service.

Policy 4.2: That the city meets the requirements for an Historic Properties Preservation Plan as set forth in NRS 278.160 1.d.

Objective 5: Facilitate coordination and cooperation between the Historic Preservation Commission and other city departments, local and regional historic preservation, archeological and museum organizations.

Policy 5.1: That the HPC provide consistent and up-to-date information to other city departments about historic resources that are potentially eligible or have been determined eligible to the local, state or national register(s) of historic places so as to support the goals as outlined in other Master Plan 2020 policies.

Recommendations

Input from the public, research and experience have provided the city with an in-depth understanding of the issues facing historic preservation, not only in Las Vegas, but in the United States. This element provides recommendations based on an analysis of these issues. The recommendations are specific to the issues and any unfulfilled goals and objectives from the 1992 plan.

Action items have been categorized according to short (1 year) , medium (2-3 years), long-term (5 years), or ongoing implementation goals. It is anticipated that most recommended tasks can be accomplished within a five year period.

Issue	Actions	Term
Adaptive Reuse	Complete feasibility assessment of all vacant buildings over fifty years old for potential for acquisition and reuse.	Long
	Research available grant funding for adaptive reuse, affordable housing, historic preservation, etc.	Ongoing
Historic Building Codes	The Building and Safety Department, with input from the HPC, shall review future code revisions or amendments for appropriate adoption by this jurisdiction.	Ongoing
Smart Growth and Sustainability	Adopt a policy for adaptive reuse of existing and historic buildings.	Medium
Conservation Districts	Investigate the possibility of creating a conservation district for residential neighborhoods that may not qualify as historic districts.	Medium
City Preservation Incentives	Investigate the development of a streamlined pre-application review process	Medium

	Investigate Parking requirement adjustments	Medium
	Investigate subsidies in certain permit or application fees	Medium
	Investigate property tax reductions based on historic use of property (i.e. residential property tax vs. commercial)	Medium
Heritage Tourism	Develop a heritage tourism plan for Las Vegas that promotes the downtown historic areas as authentic historic experiences.	Medium
	Develop and preserve existing resources through promotion and financial incentives.	Ongoing
	Develop heritage partnerships and networks with local, state, and national historic preservation organizations.	Short
	Develop business and history partnerships by encouraging local business to incorporate heritage tourism in their business activities.	Short
Cultural Diversity	Within historic neighborhoods and areas, work with Neighborhood Services Department to develop working relationships with key organizations and community groups.	Ongoing
	Continue to conduct historic resource surveys of ethnic neighborhoods or individual buildings and publish the findings.	Ongoing
	Promote the nomination of significant buildings or neighborhoods to the Planning Commission and City Council.	Ongoing
	Work with the Neighborhood Services Department to attend neighborhood meetings to educate homeowners of the benefits of historic preservation.	Ongoing
Environmental Review and Section 106	Compile all existing historic resource surveys for database.	Short
	Complete an historic resource survey of the entire city.	Long
	Educate key staff regarding the Section 106 process.	Short

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	Develop a process for all city departments that requires initial review of potential Section 106 projects by the Historic Preservation Officer.	Short
Education	Create additional historic brochures and newsletters.	Ongoing
	Work with the Clark County School District to create an historic preservation curriculum for grade and high schools.	Medium
The Advisory Role of the HPC	Increase the presence and accessibility of the HPC members at public events.	Ongoing
City of Las Vegas Capital Improvement Plan (CIP)	Make recommendations to the City of Las Vegas Planning and Development Department for future CIP projects.	Ongoing
	Work with Public Works Department to review CIP project list annually.	Ongoing

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Appendix X: Stewardship Agreement

STEWARDSHIP AGREEMENT FOR CITY-OWNED HISTORIC RESOURCES

Stewardship means planning and taking the necessary actions over the long term to successfully preserve and protect the resources for which we have the privilege of caring. Good stewardship also requires managing resources to help educate and revitalize communities, while maintaining the character that makes Las Vegas a desirable place to live.

The city of Las Vegas recognizes its responsibility for owning and managing heritage resources and is committed to being a better steward through implementation of the following policies. Because the city of Las Vegas currently owns and operates several historic properties it is incumbent on the city to be a good steward.

These properties fall broadly into several categories:

1. Districts: composed of several buildings with a definable boundary. Some districts share boundaries with city-owned parks and are programmed by the city of Las Vegas Department of Leisure Services.
2. Buildings: composed of individual buildings that are either used for cultural purposes and/or leased to non-profit organizations. These buildings can be programmed by the Office of Cultural Affairs.
3. Sites: composed of archaeological and paleontological sites or cemeteries.
4. Structure: composed of bridges, signs, water towers, etc.

All city-owned historic properties that are listed on the city of Las Vegas Historic Property Register are protected by the Las Vegas Zoning Code, Title 19.06.090: Historic Designation. This chapter outlines the duties and powers of the Historic Preservation Commission (HPC), which include review of any development affecting properties listed on the register, and providing recommendations to the Las Vegas City Council regarding same. The HPC can assist with this stewardship program by providing technical assistance, as well as assistance with decisions about restoration objectives, how the property will be interpreted or used, and modifications to buildings and landscape.

STEWARDHIP ACTION ITEMS

1. Use city-owned sites to promote community involvement, stewardship and education in heritage preservation and development.

2. Develop and implement an Historic Resources Stewardship Plan component of the Historic Properties Preservation Plan Element for city-owned properties. The plan will set the vision for resource management and establish a unified approach to management, funding, research and education and heritage tourism development. The components of this plan should include as follows:

a. The city's vision and over-arching preservation goals including the rationale for acquiring and managing additional resources.
b. Funding options through CIP and recommendations for annual funding levels to accomplish preservation program objectives.
c. Heritage tourism and education opportunities.
d. Annual site visits for historic sites conducted by HPO and PW/FO to identify and assist in resolving any problems, monitor the level of ongoing maintenance and to discuss future preventative maintenance needs with city staff and facility maintenance managers.
e. Cyclical maintenance plan for immediate and long-term care of city historic buildings and sites. Completed plan will include inspection schedules, recommendations for appropriate materials and procedures, as well as projected budgets for the prescribed work. The HPO will provide guidance by offering technical preservation resources, cyclical and preventive maintenance checklists, sample templates for schedules and inspection forms.
f. All work will be performed according to the *Secretary of the Interior's Standards*.

3. Each city-owned property will have a specific stewardship plan that addresses, on a site-specific level, resource management, funding, ongoing research and education and heritage tourism development that is unique to each site. Site-specific stewardship plans should address, as a minimum, the following components:

a. Survey of the heritage resource or HSR/HABS/HAER report (documentation and physical survey)
b. Historical context.
c. Evaluation of significance (Eligibility for national, state and local registers).
d. Plan for immediate stabilization and protection.
e. Plan for restoration and/or adaptive reuse including funding.
f. Programming plan (education, heritage tourism, and revenue generating events).
g. Maintenance plan.

Appendix X: Glossary of Terms

Abandoned Shipwreck Act: Federal law vesting title to abandoned shipwrecks found in state territorial waters, thereby enabling the preservation of historic shipwrecks.

Advisory Council on Historic Preservation (ACHP): Independent federal agency responsible for implementing the Section 106 review process.

Affirmative maintenance: Requirement in historic preservation ordinances that a building's structural components are maintained.

Alteration: Any aesthetic, architectural, mechanical, or structural change or addition to the exterior surface of any significant part of a designated property.

American Indian Religious Freedom Act (AIRF): Legislation passed by Congress intended to protect and preserve the traditional religious rights of American Indians, Eskimos, Aleuts, and

Native Hawaiians. The Act requires federal agencies to consider the effects of their programs on places and practices of religious importance to American Indians, Eskimos, and Native Hawaiians.

Americans with Disabilities Act (ADA): Law prohibiting discrimination to persons with disabilities, by requiring, among other things, that places generally open to the public, such as restaurants and hotels, be made accessible. Special rules apply to historic buildings and facilities.

Antiquities Act: Established the first national historic preservation policy and gave the President the authority to set aside significant historic resources located on federally controlled lands as "national monuments" to be managed by federal agencies.
Approval authority: The HPC or the HPO, as given by the City of Las Vegas.

Archaeological and Historic Preservation Act (AHPA): Requires federal agencies to provide for the preservation of historical and archeological data which might otherwise be lost or destroyed as the result of any federally licensed activity or program causing an alteration of terrain.

Archeological Resources Protection Act (ARPA): Primary federal statute governing archeological resources. The Act fosters cooperation and exchange of information between interested parties, and establishes civil and criminal penalties for the destruction or alteration of cultural resources.

Area of significance: the aspect of history a property represents that makes it eligible for designation on an historic property register. A property may meet the criteria under more than one area of significance.

Architectural significance: Importance of a property based on physical aspects of its design, materials, form, style, or workmanship.

Associated structure/feature: An outbuilding or landscape feature associated with an historic resource.

Association: Link of an historic property with an historic event, activity, or person. Also, the quality of integrity through which an historic property is linked to a particular past time or place.

Boundaries: Lines delineating the geographic extent or area of an historic property.

Boundary description: A precise description of the lines that bound an historic property.

Boundary justification: An explanation of the reasons for selecting the boundaries of an historic property.

Building: A resource such as a house, barn, store, hotel, factory, or warehouse, having a roof supported by columns or walls for the housing or enclosure of persons, animals, or chattels.

Building code: Law setting forth minimum standards for the construction and use of buildings to protect the public health and safety.

Certificate of Appropriateness (COA): Certificate issued by a preservation commission to indicate its approval of an application to alter, demolish, move, or add on to a protected resource.

Certified Local Government: A city or town that has met specific standards enabling participation in certain National Historic Preservation Act programs.

Charitable contribution: A donation to a charitable organization whose value may be deducted from gross income for purposes of determining how much tax is owed.

Compatibility: A pleasing visual relationship between elements of a property, building or structure; among properties, buildings and structures; or with their surroundings. Aspects of compatibility may include, but are not limited to, proportion, rhythm, detail, texture, material, reflectance and architectural style.

Contributing structure: Building or structure in historic district that generally has historic, architectural, cultural, or archeological significance, and represents the historic context of the district.

Criteria: Standards set by the National Park Service by which it determines the eligibility of a resource for the National Register of Historic Places. The City of Las Vegas defers to these standards to evaluate properties for listing in the State and National Register of Historic Places.

Criteria Considerations: Additional eligibility standards, defined by the National Register of Historic Places, set for certain kinds of properties, such as cemeteries, reconstructed or relocated buildings or structures, or properties less than 50 years old.

Cultural affiliation: Archaeological or ethnographic culture to which a collection of sites, resources, or artifacts belong.

Cultural resource: Structures, buildings, features (roads, ditches, bridges, etc), and historic and prehistoric archaeological sites.

Demolition: The act or process that destroys a structure or feature associated with a designated property.

Demolition by neglect: Process of allowing a building to deteriorate to the point where demolition is necessary to protect public health and safety.

Design: Quality of integrity applying to the elements that create the physical form, plan, space, structure, and style of a property.

Designation: Act of identifying historic structures and districts subject to regulation in historic preservation ordinances or other preservation laws.

Determination of eligibility: An action through which the eligibility of a property for National Register listing is confirmed without actual listing in the National Register. Nominating authorities and federal agencies commonly request determinations of eligibility for federal planning purposes and in cases where a majority of private property owners have objected to National Register listing.

Distinctive Character: The distinguishing architectural and aesthetic characteristics of a Landmark or Historic Property, or those generally found throughout an Historic District, which fulfill the criteria for designation.

Easement (preservation or conservation): Partial interest in property that can be transferred to a nonprofit organization or governmental entity by gift or sale to ensure the protection of an historic resource and/or land area in perpetuity.

Economic hardship: Extreme economic impact on individual property owner resulting from the application of an historic preservation law.

Eligible property: Property that meets the criteria for inclusion in the National Register of Historic Places, or City of Las Vegas Historic Property Register, but is not formally listed.

Eminent domain: The right of government to take private property for a public purpose upon payment of "just compensation."

Enabling law: Law enacted by a state setting forth the legal parameters by which local governments may operate. Source of authority for enacting local preservation ordinances.

Environmental Assessment or Impact Statement (EA or EIS): Document pre-pared by state or federal agency to establish compliance with obligations under federal or state environmental protection laws to consider impact of proposed actions on the environment, including historic resources.

Federal Land Policy Management Act (FLPMA): A United States federal law that governs the way in which the public lands administered by the Bureau of Land Management are managed.

Guidelines: Interpretative standards or criteria that are generally advisory in form.

Historic context: A compilation of information about historic properties that share a common theme, geographic area, and time period. The development of this information serves as a foundation for decisions about planning, identification, evaluation, registration, and treatment of historic properties.

Historic District: An area with definable and legal boundaries that generally includes within a significant concentration of properties linked by architectural style, historical development, or a past event, and that has been designated pursuant to the city of Las Vegas historic preservation ordinance because of its particular historic, architectural, archeological, or cultural significance.

Historic Neighborhood: A subdivided or developed area that consists of 10 or more residential dwelling units where at least two-thirds of the units are 40 or more years of age and have been identified by a governing body as having a distinctive character or traditional quality.[2]

Historic Property: A site or structure designated pursuant to the city of Las Vegas historic preservation ordinance that is worthy of preservation because of its particular historic, architectural, archeological, or cultural significance.

Historic Sites, Buildings, and Antiquities Act (Historic Sites Act): Builds upon the Antiquities Act to organize most of the national parks, monuments, and historic sites under the responsibility of the National Park Service (NPS).

Integrity: The unimpaired authenticity of a property's historic or prehistoric identity, evidenced by surviving physical characteristics.

Listing: The formal entry of a property in the city, state or National Register of Historic Places.

Keeper of the National Register: Individual in the National Park Service responsible for the listing in and determination of eligibility of properties for inclusion in the National Register of Historic Places.

Land trust: A nonprofit organization engaged in the voluntary protection of land for the purpose of providing long-term stewardship of important resources, whether historical, archeological, or environmental, through the acquisition of full or partial interests in property.

Land use: General term used to describe how land is or may be utilized or developed, whether for industrial, commercial, residential or agricultural purposes, or as open space.

Landmark: A site or structure designated pursuant to a local preservation ordinance or other law that is worthy of preservation because of its particular historic, architectural, archeological, or cultural significance.

National Environmental Policy Act (NEPA): Primary federal law requiring consideration of potential impacts of major federal actions on the environment, including historic and cultural resources.

National Historic Landmark (NHL): Property included in the National Register of Historic Places that has been judged by the Secretary of the. Interior to have "national significance in American history, archaeology, architecture, engineering and culture."

National Historic Preservation Act (NHPA): The federal law that encourages the preservation of cultural and historic resources in the United States.

[2] Abbreviated from NRS 278.

National Register of Historic Places: Official, non-regulatory inventory of "districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, engineering and culture.

Native American Graves and Protection and Repatriation Act (NAGPRA): Federal law providing for the repatriation of Native American human skeletal material and related sacred items and objects of cultural patrimony.

Nevada State Register of Historic Places: Official, non-regulatory inventory of "districts, sites, buildings, structures, and objects significant in Nevada history, architecture, archaeology, engineering and culture.

Noncontributing: A building, site, structure, or object that does not add to the historic significance of a property or district.

Object: A construction, artistic in nature, or technologically significant, relatively small in scale, and simply constructed, such as a statue, train engine, or sign.

Ordinary Maintenance and Repair: Regular or usual care, upkeep, repair or replacement of any portion of an existing property, building or structure in order to maintain a safe, sanitary and stable condition.

Owner: The person(s) listed in the property records of Clark County as having fee ownership of an individual parcel or property.

Paleontological Resources Preservation Act (PRPA): Requires the Secretaries of the Interior and Agriculture to manage and protect paleontological resources on Federal land using scientific principles and expertise.

Paleontology: is the study of prehistoric life through fossil remains, including organisms' evolution and interactions with each other and their environments.

Period of significance: The span of time during which a property attained the significance that makes it eligible for listing on the state or National Register of Historic Places.

Physical characteristics: Visible and tangible attributes of an historic property or group of historic properties.

Prehistoric: Related to the period before recorded history.

Property type: A grouping of properties defined by common physical and associative attributes.

Police power: The inherent authority residing in each state to regulate, protect, and promote the public health, safety, morals, and general welfare.

Property: One or more structures or other improvements, or an archeological site, associated with a particular parcel or location.

Public Buildings Cooperative Use Act: Federal law governing the construction, acquisition, and management of space by the General Services Administration for use by federal agencies.

Resource: Any building, structure, site, or object that is part of or constitutes an historic property.

Resource type: The general category of property, building, structure, site, district, or object.

Rehabilitation tax credit: Twenty percent federal income tax credit on expenses for the substantial rehabilitation of historic properties.

Revolving fund: Fund established by a public or nonprofit organization to purchase land or buildings or make grants or loans to facilitate the preservation of historic resources.

Section 106: Provision in National Historic Preservation Act that requires federal agencies to consider effects of proposed undertakings on properties listed or eligible for listing in the National Register of Historic Places.

Section 4(f): Provision in Department of Transportation Act that prohibits federal approval or funding of transportation projects that require "use" of any historic site unless (1) there is "no feasible and prudent alternative to the project," and (2) the project includes "all possible planning to minimize harm."

Significant: With reference to a property, building or structure, means having aesthetic, architectural or historical qualities of critical importance to its consideration in connection with the designation of property.

Site: Location of a significant event, a prehistoric or historic occupation or activity, or building or structure, whether standing, ruined, or vanished, where the location itself possesses significance independent of the value of any existing structure at that location.

Site plan: Proposed plan for development submitted by the property owner for review by a planning board or other governmental entity that addresses issues such as the siting of structures, landscaping, pedestrian and vehicular access, lighting, signage, and other features.

State Historic Preservation Officer (SHPO): Official appointed or designated, pursuant to the National Historic Preservation Act, to administer a state's historic preservation program.

Stewardship Program: A program that involves trained volunteers working with the historic preservation officer to protect historic resources by regularly visiting sites and recording changes.

Structure: A functional resource constructed for purposes other than to provide shelter, such as a bridge, windmill, or silo.

"Taking" of property: Act of confiscating private property for governmental use through "eminent domain" or by regulatory action.

Tax abatement: A reduction, decrease, or diminution of taxes owed, often for a fixed period of time.

Tax assessment: Formal determination of property value subject to tax.

Tax credit: A "dollar for dollar" reduction on taxes owed.

Tax deduction: A subtraction from income (rather than taxes) that lowers the amount upon which taxes must be paid.

Tax exemption: Immunity from an obligation to pay taxes, in whole or in part.

Tax freeze: A "freezing" of the assessed value of property for a period of time.

Transferable development right (TDR): Technique allowing landowners to transfer right to develop a specific parcel of land to another parcel.

Undertaking: Federal agency actions requiring review under Section 106 of the National Historic Preservation Act.

Zoning: Act of regulating the use of land and structures according to district. Laws generally specify allowable use for land, such as residential or commercial, and restrictions on development such as minimum lot sizes, set back requirements, maximum height and bulk, and so forth.

Appendix X: Historic Resource Protection Laws

Federal Land Policy Management Act (FLPMA), as amended
(Pub.L. 94-579). A United States federal law that governs the way in which the public lands administered by the Bureau of Land Management are managed. The law was enacted in 1976 by the 94th Congress. In the FLPMA, Congress recognized the value of the public lands, declaring that these lands would remain in public ownership. The law protects paleontological resources on federal land. The law is found in the United States Code under Title 43.

American Indian Religious Freedom Act (1978), as amended
Legislation passed by Congress intended to protect and preserve the traditional religious rights of American Indians, Eskimos, Aleuts, and Native Hawaiians. The Act (42 USC 1996) requires federal agencies to consider the effects of their programs on places and practices of religious importance to American Indians, Eskimos, and Native Hawaiians. Although the Act resulted in

some governmental policy changes, no regulations were ever issued. The AIRFA was amended (42 USC 1996a) to allow the use of peyote for ceremonial purposes.

Antiquities Act (1906), as amended

The first piece of U.S. legislation providing protection for any kind of cultural or natural resource. The Act (16 USC 431-433) established the first national historic preservation policy and gave the President the authority to set aside historic landmarks, historic and prehistoric structures, and other objects of historic or scientific interest located on federally controlled lands as "national monuments" to be managed properly by federal agencies. The regulations assign responsibility over lands to different federal agencies: the U.S. Department of Agriculture (USDA) has responsibility for lands within forest reserves, the U.S. Army has responsibility over lands within military reservations, and the U.S. Department of the Interior (DOI) has responsibility over all other lands owned or controlled by the federal government. The full suite of regulations promulgated by the DOI is available at 43 CFR 3.

Archaeological and Historic Preservation Act (1974), as amended

Legislation that amended the Reservoir Salvage Act of 1960 requiring federal agencies to provide for the preservation of historical and archeological data which might otherwise be lost or destroyed as the result of any federally licensed activity or program causing an alteration of terrain. This Act (16 USC 469-469c-2) greatly expanded the number of federal agencies that had to take archeological resources into account when executing, funding, or licensing projects; previously the Reservoir Salvage Act had required such attention only of federal agencies that constructed reservoirs and related structures (e.g., U.S. Army Corps of Engineers and the Bureau of Reclamation). The full suite of regulations promulgated by the National Park Service (NPS) under the AHPA is available at 36 CFR 79.

Historic Sites, Buildings, and Antiquities Act (Historic Sites Act), as amended

Legislation building upon the earlier Antiquities Act to organize most of the national parks, monuments, and historic sites under the responsibility of the National Park Service (NPS). The Act (16 USC 461-467) declared a national policy of preserving historic sites, buildings, and objects of national significance for public use. Provisions of the Act are implemented through the NPS regulations available at 36 CFR 1-65.

Native American Graves Protection and Repatriation Act (NAGPRA), as amended

Legislation (25 USC 3001-3013) requiring federal agencies to consult with the appropriate Native American Tribes prior to the intentional excavation of human remains and funerary objects. The regulations establish a process for determining the rights of lineal descendants and Indian tribes and Native Hawaiian organizations to certain Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony with which they are affiliated. The full suite of regulations promulgated by the National Park Service (NPS) under NAGPRA is available at 43 CFR 10.

Executive Order 11593: Protection and Enhancement of the Cultural Environment

Executive Order 11593 was issued by President Nixon on May 13, 1971, directing federal agencies to inventory their cultural resources and establish policies and procedures to ensure the

protection, restoration, and maintenance of federally owned sites, structures, and objects of historical, architectural, or archaeological significance.

Executive Order 13007: Indian Sacred Sites
Executive Order 13007 was issued by President Clinton on May 24, 1996, directing federal agencies, to the extent practicable and allowed by law, to allow Native Americans to worship at sacred sites located on federal property and to avoid adversely affecting the physical integrity of such sites.

Executive Order 13175: Consultation and Coordination with Indian Tribal Governments
Executive Order 13175 was issued by President Clinton on November 6, 2000, directing federal agencies to coordinate and consult with Indian tribal governments whose interests might be directly and substantially affected by activities on federally administered lands.

Executive Order 13287: Preserve America
Executive Order 13287 was issued by President G.W. Bush on March 3, 2003, directing federal agencies to actively advance the protection, enhancement, and contemporary use of the historic properties owned by the federal government. It also encouraged agencies to establish partnerships with state, tribal, and local governments and the private sector to use these resources for economic development (e.g., tourism) and other public benefits.

Appendix X: Designated Historic Resources

List of Designated Historic Resources within the City of Las Vegas

Each designated site is numbered according to its location on the "Historic Places" map, Appendix: Maps, unless marked "Address Restricted."

#1*) "Big Springs," The Las Vegas Springs (c. 1880)*
Listed on the Nevada state Register of Historic Places 3/4/1981
Listed on the National Register of Historic Places 12/14/1978

"Big Springs," The Las Vegas Springs (prehistoric and historic archaeological resource)
Location of archaeological resources are Site Restricted*
Listed on the Nevada state Register of Historic Places 3/4/1981
Listed on the National Register of Historic Places 12/14/1978

#2) *Clark Avenue (Bonanza Road) Underpass (1936)*
E. Bonanza Road and Union Pacific Railroad Tracks
Listed on National Register of Historic Places 1/18/2004

Eureka Locomotive (1875)
Location of locomotive is Site Restricted
Listed on National Register of Historic Places 1/12/1995

#3) *"Fifth Street School," Las Vegas Grammar School (1936)*
401 S. Fourth StreetListed on the City of Las Vegas Historic Property Register 2/19/1992
Listed on the National Register of Historic Places 5/20/1988

#4) *Floyd Lamb Park at Tule Springs (Tule Springs Ranch) (c. 1910)*
9200 Tule Springs Road
Listed on the Nevada state Register of Historic Places 3/4/1981
Listed on the National Register of Historic Places 9/23/1981
Listed on the city of Las Vegas Historic Property Register 1/9/2008

#5) *Frank Wait House (c. 1930)*
901 Ogden Street
Listed on City of Las Vegas Historic Property Register 6/3/1994

#6) *Henderson House (1930)*
704 S. Ninth Street
Listed as contributing resource to Las Vegas High School Neighborhood Historic District 1/30/91
Listed individually on City of Las Vegas Historic Property Register 8/20/2006

#7) *Huntridge Theatre (1946)*
1208 E. Maryland Parkway
Listed on the Nevada State Register of Historic Places 1/15/1999
Listed on the National Register of Historic Places 7/22/1993

#8) *Jay Dayton Smith House (1930)*
624 S. Sixth Street
Listed on the National Register of Historic Places 2/20/1987

#9) *John S. Park Neighborhood Historic District (1931 -)*
Bounded by Park Paseo, Ninth Street, Franklin Avenue & Fifth Place (see also map, Appendix)
Listed on City of Las Vegas Historic Property Register 3/19/2003
Listed on the National Register of Historic Places 5/16/2003

#10) *La Concha Motel Lobby (1961)*
770 N. Las Vegas Boulevard
Listed on the city of Las Vegas Historic Property Register 8/1/2007

#11) *Las Vegas High School Administration Building & Gymnasium (Las Vegas Academy) (1931)*
315 S. Seventh Street
Listed on the City of Las Vegas Historic Property Register 4/2/2003
Listed on the National Register of Historic Places 9/24/1986

#12) *Las Vegas High School Neighborhood Historic District (1928 -)*

Bounded by E. Bridger Avenue, S. Ninth Street, E. Gass Street and S. Sixth Street (see also map, Appendix)
Listed on the National Register of Historic Places 1/30/1991

#13) *Las Vegas Mormon Fort (1855)*
900 N. Las Vegas Boulevard
Listed on the Nevada state Register of Historic Places 3/4/1981
Listed on the National Register of Historic Places 2/1/1972

#14) *Las Vegas Mormon Fort Boundary Increase (1855)*
900 N. Las Vegas Boulevard
Listed on the National Register of Historic Places 2/12/1978

#15) *Lorenzi Park Historic District (1949)*
720 Twin Lakes Drive
Listed on the city of Las Vegas Historic Property Register 5/20/2009.

#16) *Mesquite Club* (1961)
702 E. St. Louis Avenue
Listed on the city of Las Vegas Historic Property Register 5/20/2009

#17) *Morelli House (1959)*
814 Bridger Avenue
Listed on the Nevada state Register of Historic Places 10/1/2001
Listed on the City of Las Vegas Historic Property Register 3/8/2007

#18) *Moulin Rouge Hotel (1955)*
900 W. Bonanza Road
Listed on the City of Las Vegas Historic Property Register 6/17/1992
Listed on the National Register of Historic Places 12/22/1992

Old Spanish Trail - Mormon Road Historic District (1829 – 1848)
From California border to Arizona, across Southern Nevada
Location of remaining trail segments are Site Restricted*
Listed on the National Register of Historic Places 8/22/2001

Tule Springs Archaeological Site (prehistoric archaeological resource)
Location of archaeological resources are Site Restricted*
Listed on the Nevada state Register of Historic Places 3/4/1981
Listed on the National Register of Historic Places 4/20/1979

#19) *U.S. Post Office and Courthouse (1931)*
301 Stewart Avenue
Listed on the City of Las Vegas Historic Property Register 4/2/2003
Listed on the Nevada state Register of Historic Places 5/15/2002

Listed on the National Register of Historic Places 2/10/1983

#20) *"Westside School," Las Vegas Grammar School, Branch No. 1 (1922, 1948)*
330 W. Washington Avenue
Listed on the Nevada state Register of Historic Places 3/4/1981
Listed on the National Register of Historic Places 4/2/79

#21) *Woodlawn Cemetery (1913)*
1500 N. Las Vegas Boulevard
Listed on the National Register of Historic Places 11/21/06

*Federal law prohibits disclosure of the locations of archaeological sites.

Appendix X: Potentially Eligible Historic Resources

Apache Hotel/Binions (1931)
128 Fremont Street

Binion House (1940)
2040 W. Bonanza Road

Blakey Apartments (1932)
201 S. Sixth Street

Christensen House (c. 1930)
500 Van Buren Avenue

El Cortez Hotel and Casino (1941)
600 Fremont Street

Fremont Street Motor Courts (c. 1920 – 1957)

Golden Gate Casino (1905)
1 Fremont Street

Historic signs

Johnny Tocco's Boxing Gym (1942)
9 W. Charleston Boulevard

Upper Las Vegas Wash
(boundaries to come)

DRAFT

St. Luke's Episcopal Church (1925)
832 N. Eastern Avenue
Original location: Sixth St. and Carson Ave.
Moved to Boulder City (year unknown)
Moved to current location (year unknown)

Victory Motel (1911)
307 S. Main Street

Wengert House/State Bar of Nevada (1938)
600 E. Charleston Boulevard

Appendix X: Maps (NOT INCLUDED IN DRAFT)

Designated Historic Resources within the City of Las Vegas
Las Vegas High School Neighborhood Historic District
John S. Park Neighborhood Historic District
Future Historic Properties

DRAFT

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

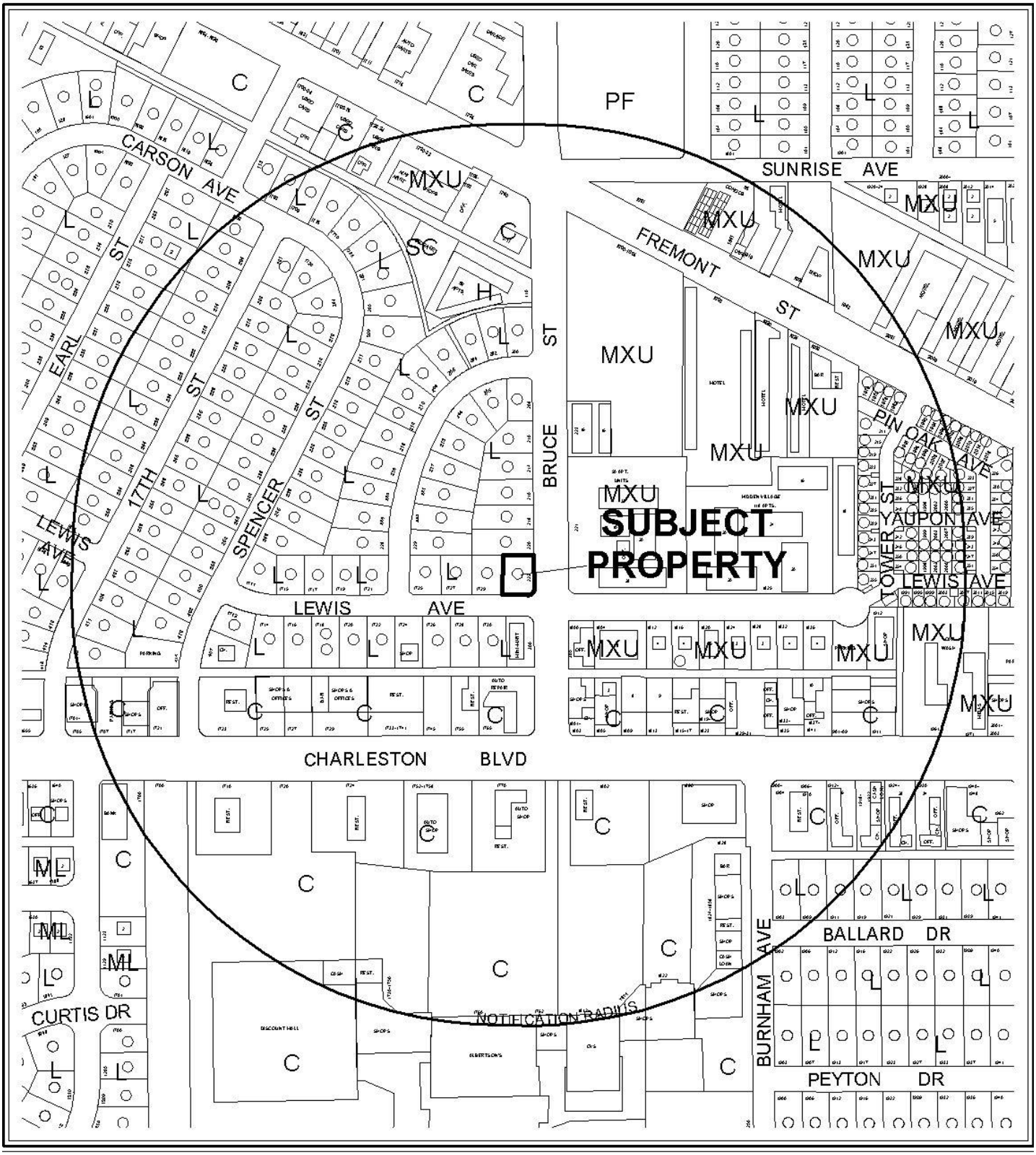
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-37567 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569
3. Supporting Documentation
4. Photos - GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569
5. Justification Letter - GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Items - GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569



0 300 600 Feet

CASE: **GPA-37567**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
O (OFFICE)

N



0 300 600 Feet

CASE: **GPA-37567**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
O (OFFICE)

N

City of Las Vegas

AGENDA MEMO

CITYCOUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: JUDITH PENA

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37567	Staff recommends DENIAL.	
ZON-37568	Staff recommends DENIAL.	GPA-37567
VAR-37570	Staff recommends DENIAL, if approved subject to conditions:	GPA-37567 ZON-37568
VAR-37976	Staff recommends DENIAL, if approved subject to conditions:	GPA-37567 ZON-37568 VAR-37570
SDR-37569	Staff recommends DENIAL, if approved subject to conditions:	GPA-37567 ZON-37568 VAR-37570 VAR-37976

** CONDITIONS **

VAR-37570 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variance (VAR-37976) and Site Development Plan Review (SDR-37569) shall be required, if approved.

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. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-37976 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variance (VAR-37570) and Site Development Plan Review (SDR-37569) shall be required, if approved.

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. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-37569 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variances (VAR-37570 and VAR-37976) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan date stamped 05/11/10, and building elevations date stamped 04/20/10, except as amended by conditions herein.

4. A Waiver from 19.12.040(A) is hereby approved, to allow a zero-foot landscape buffer along portions of the east and south perimeter where 15 feet is required, and a zero-foot landscape buffer along portions of the north and west perimeter where eight feet is required.

5. An Exception from Title 19.10.010(J) is hereby approved, to allow zero trees in parking lot planter islands where three trees and islands are required.

6. An Exception from Title 19.12.040(B) is hereby approved, to allow four trees in perimeter buffers where 11 trees are required.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

8. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

10. 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.

11. 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).

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. 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.

18. Relocate the existing "pan" style driveway on Bruce Street to the north in accordance with the approved Site Plan.

19. 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.

** STAFF REPORT **

PROJECT DESCRIPTION

The site consists of an existing 1,890 square-foot single-family residence at 222 South Bruce Street. The applicant proposes to convert this site into a professional office. The front and side yards are paved with asphalt, and a seven-foot tall detached accessory structure is located in the rear yard. The site currently contains minimal landscaping, but several new trees are proposed to be added along the perimeter. Four parking spaces are proposed. Staff recommends denial for several reasons: the proposed commercial land use designation and zoning district required for the conversion are inappropriate and incompatible with surrounding existing land use and zoning designations; the property is not suited for commercial use and the property cannot meet parking or residential adjacency requirements. If denied, the site would remain a single-family residence.

ISSUES

- A General Plan Amendment (GPA-37567) to change the existing land use designation from L (Low Density Residential) to O (Office) on this site is required for approval of the proposed professional office.
- A Rezoning (ZON-37568) to change the existing zoning classification from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on this site is required for approval of the proposed office.
- Variances from Title 19 are needed for approval of the proposed office to allow four parking spaces where seven are required (43% deviation from standards) and to allow a four-foot residential adjacency matching setback where five feet is the minimum setback required (20% deviation).
- Professional offices are not common in this area, which is primarily residential.
- A patio in the rear yard was previously enclosed without a building permit.
- Driveways from Bruce Street and Lewis Avenue currently serve the site. As proposed on the site plan, only the access from Bruce Street will lead to parking spaces and the access from Lewis Avenue will not allow for circulation around the east side of the site.
- Prior to current ownership of the property there were numerous complaints and code enforcement actions regarding this site. All issues at present have been closed by Code Enforcement.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/01/95	The City Council denied a request to amend (GPA-0058-94) a portion of the Downtown Redevelopment Section of the General Plan from L (Low Density Residential) to SC (Service Commercial) on the subject property. The Planning Commission and staff recommended denial.
03/01/95	The City Council denied a request to Rezone (Z-0160-94) the subject property from R-1 (Single Family Residential) to C-1 (Limited Commercial). The Planning Commission and staff recommended denial.
11/16/00	The Planning Commission accepted the applicant's request to withdraw without prejudice a Special Use Permit (U-0180-00) for the proposed conversion of a 1,890 square-foot residence to a church on the subject property.
05/27/10	The Planning Commission (7-0 vote) recommended DENIAL of companion items GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569 concurrently (PC Agenda Items 20-24/ss).

Most Recent Change of Ownership	
10/07/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1952	The existing single-family dwelling was constructed.
07/27/98	A building permit was issued for a CLV-design patio cover at 222 South Bruce Avenue. A final inspection was completed on 12/16/98.

Pre-Application Meeting	
12/16/09	A pre-application meeting was held with the applicant, where the following points were discussed: • Requirements for submittal of a General Plan Amendment to change the General Plan from L to O, a Rezoning application to change the zoning from R-1 to P-R, a Site Development Plan Review to convert the house to an office use, and a Variance for parking; • The applicant's representative claimed that the property had been previously used as a church and that the front and side yards were paved; • A landscape plan will need to be submitted;

12/16/09	• A parking analysis would be required on the site plan; • The applicant requested zero-foot landscape buffers on all property lines where 15 feet is required on the east and south property lines and eight feet is required on the north and west property lines. • The justification letter needs to be revised to include the correct size of the lot (0.16 acres) and correct parcel number (139-35-413-100). • Traffic Engineering will not approve the parking layout as currently designed; Title 13 does not allow vehicles to back out of a driveway on a commercial lot.

Neighborhood Meeting	
03/23/10	A neighborhood meeting was held at 5:30 p.m. at the East Las Vegas Community Senior Center Conference Room, located at 250 North Eastern Avenue, Las Vegas. Two representatives of the applicant and one staff member attended. No members of the public attended.

Field Check	
03/15/10	A visit to the subject site was conducted, in which the following items were noted: • The site consists of a single-family dwelling; • The entire front and side yards are paved. The asphalt is cracked or damaged in some areas. There are no parking stripes painted on the asphalt; • There are curb cuts on both Bruce Street and Lewis Avenue; • There is a narrow landscape planter abutting the east side of the dwelling containing several shrubs, a palm and an evergreen tree in good condition.
04/22/10	During a second visit to the subject site, weeds were found growing in the landscape planter internal to the site and also in the existing asphalt located in the front yard.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
South	Pet Shop	L (Low Density Residential)	P-R (Professional Office and Parking)
East	Multi-Family Residential (Apartments)	MXU (Mixed Use)	C-2 (General Commercial)
West	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)

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 (Pedestrian Path – constructed)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following standards apply to the proposed development:

Standard	*Required/Allowed (P-R)*	*Provided*	*Compliance*
Min. Lot Size	N/A	0.16 ac	N/A
Min. Lot Width	60 Feet	73 Feet	Y
Min. Setbacks			
• Front (Lewis Avenue)	20 feet	32 feet	Y
• Side	5 feet	4 feet	Y*
• Corner Side (Bruce Street)	15 feet	28 feet	Y
• Rear	15 feet	14 feet	Y*

Max. Lot Coverage	50%	27%	Y
Max. Building Height	Lesser of 2 Stories/35 Feet	Single story / 9.33 feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Curbside pickup	By Condition
Mech. Equipment	Screened	Not indicated	By Condition

*Per Title 19.08.050(C), a development in the P-R (Professional Office and Parking) District which is a conversion from an existing residential structure may maintain the existing setbacks.

Pursuant to Title 19.08.060, the following Residential Adjacency Standards apply to the proposed development:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	N/A	4 Feet	N/A
Adjacent development matching setback	5 Feet	4 Feet	N (20% deviation)
Trash Enclosure	50 Feet	Curbside pickup	By condition

Pursuant to Title 19.12, the following landscape standards apply to the proposed development:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	3 Trees	1 Tree	N
• South	1 Tree / 30 Linear Feet	1 Tree	0 Trees	N
• East	1 Tree / 20 Linear Feet	3 Trees	0 Trees	N
• West	1 Tree / 20 Linear Feet	4 Trees	3 Trees	N
TOTAL PERIMETER TREES		**11 Trees**	**4 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	3 Trees	0 Trees	N

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width			
• North	8 Feet	0 Feet	N
• South	15 Feet	0 Feet	N
• East	15 Feet	0 Feet	N
• West	8 Feet	0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential	6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	1,890 sf	1:300 sf GFA	7		4		N
TOTAL SPACES REQUIRED			**7**		**4**		N
TOTAL (With Handicapped)			6	1	3	1	N
Percent Deviation			43%				

Waivers		
Requirement	***Request***	***Staff Recommendation***
Title 19.12.040(A): 15-foot landscape buffer on east and south perimeters	0 feet for a portion	Denial
Title 19.12.040(A): 8-foot landscape buffer on north and west perimeters	0 feet for a portion	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Title 19.10.010(J): 3 trees in parking lot planter islands	0 trees	Denial
Title 19.12.040(B): 11 trees in perimeter buffers	4 trees	Denial

ANALYSIS

The subject site is located in a neighborhood north of Charleston Boulevard and west of Bruce Street that dates back to 1942, and was at that time exclusively residential. Over time, the properties along Charleston, a 100-foot wide Primary Arterial, were appropriately converted to uses of a limited commercial nature. With a few exceptions, the parcels north of the properties facing Charleston remain residential properties. The proposed conversion of a residential dwelling to a professional office is out of character with what is still a predominantly residential neighborhood, and therefore it is recommended that the accompanying General Plan Amendment and Rezoning requests be denied. There are no indications at this time, such as an increase in traffic along Bruce Street that this property would be appropriate to convert to a commercial use.

The building is to be converted from a single-family residence for professional office use. The anticipated business hours will be from 8:00 a.m. to 5:00 p.m. Monday through Friday. The existing front and corner side yards are completely paved with asphalt. Driveways from Bruce Street and Lewis Avenue currently serve the site. As all parking is to be located in the corner side yard along Bruce Street, the driveway from Lewis Avenue is not needed and that frontage could be potentially landscaped to meet current landscape buffer requirements. The existing driveway from Bruce Street is proposed to be shifted to the north to prevent vehicles from backing out into the right-of-way and to minimize other conflicts when entering and exiting a parking space.

As the site is proposed, only four parking spaces can be accommodated where seven spaces are required, based on the size of the main structure. This circumstance illustrates how this site, which is less than 7,000 square feet in area, is inappropriate for a conversion to a commercial property and justifies the recommendation for denial of the related variance (VAR-37570).

As the site is configured, the side yard is adjacent to existing single-family residential property, which is protected from commercial uses by both a 3:1 setback-to-height slope limitation and a matching setback limitation. The proposed office meets the 3:1 slope requirement, as Title 19 allows buildings to be located at the required setback if they are less than or equal to 15 feet in height. Title 19 also allows the current setbacks to remain after conversion to commercial property, as the existing building was approved with these setbacks and the footprint has not expanded beyond those setbacks. However, Title 19.08.060 also requires the commercial building to be set back at least as far from the common property line as is required for the protected single-family property. In this case, the proposed office is set back approximately four feet where a five-foot setback is required. Again, the deviation from code illustrates the incompatibility of the site for conversion to a commercial use and staff therefore recommends denial of this variance (VAR-37976).

In addition to the parking, the site as proposed cannot accommodate the required amount of landscaping and landscape buffer width, due to the parking and circulation layout and the size of the main structure. A three-foot wide buffer is provided along the portion of the rear yard adjacent to three parking spaces where a minimum of eight feet is required; this buffer serves to separate the parking area from the adjacent single-family residence to the north. One tree and several shrubs with groundcover are proposed for screening. The sides of the property adjacent to rights-of-way do not provide any landscaping except on the corner, where one tree and several shrubs with groundcover are proposed. A three-foot buffer is provided along a portion of the west perimeter up to the front of the building, and contains palm trees, which are not appropriate for shade or screening. The waivers associated with the landscaping layout are not acceptable and denial is recommended.

The current site contains a seven-foot tall, 120 square-foot detached accessory structure that does not have a building permit associated with it. The plans indicate that this structure will be removed when the main structure becomes an office. Part of the main structure, however, was added when the rear patio was enclosed, and there is no building permit associated with this construction. A condition of approval will require all necessary building permits to be obtained and final inspections to be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

FINDINGS (GPA-37567)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed O (Office) General Plan designation is not compatible with existing lower-intensity L (Low Density Residential) designations to the north, south and west of the subject property.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed O (Office) designation, if approved, would allow rezoning to a P-R (Professional Office and Parking) or O (Office) zoning district. These districts are not compatible with the existing R-1 (Single Family Residential) zoning districts and single-family residential uses that occupy the surrounding lots.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

Adequate transportation and utility facilities are existing in the area that would accommodate the commercial uses allowed by the proposed O (Office) land use designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   One of the stated goals of the Las Vegas Redevelopment Area is "to eliminate and prevent the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of the Redevelopment Area in accord with the Master Plan, the Redevelopment Plan and local codes and ordinances." Amendment of the General Plan to allow commercial uses on this site could potentially increase the spread of blight into an existing single family residential neighborhood, as it may encourage other owners of properties along Bruce Street to convert to commercial uses, thereby inviting additional traffic, noise and criminal activity to this area. Rehabilitation of the property would require numerous variances and waivers from local codes. Allowance of incompatible uses and structures in the Redevelopment Area is not permitted by the Redevelopment Plan (IV.F.8).

FINDINGS (ZON-37568)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   With approval of the associated General Plan Amendment to O (Office), the proposed rezoning to the P-R (Professional Office and Parking) District will conform to the General Plan for this site.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed office use and other uses allowed by the P-R (Professional Office and Parking) District will not be compatible with existing residential uses in all four directions from the subject site and the residential zoning districts located to the north, south and west of the subject site.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

Although Bruce Street is an 80-foot Secondary Collector, there has been no trend of commercial growth along Bruce Street between Charleston Boulevard and Fremont Street that would indicate the need for rezoning of parcels along that street. There has not been an increase in traffic on Bruce Street. The existing C-2 (General Commercial) properties on the east side of Bruce contain residential uses.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

Access to the site is provided by Bruce Street, an 80-foot right-of-way, and Lewis Avenue, a 48-foot wide local street that only has 24 feet of paving. Since most traffic to the site will be accessing the property from Bruce Street, these facilities will be adequate to meet the requirements of the proposed P-R (Professional Office and Parking) District.

FINDINGS (VAR-37570)

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 converting a single-family residence to an office when the site cannot support the required number of parking spaces for this use. Conversion of a residence on a larger site would allow for 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-37976)

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 converting this site from a residential use to a commercial use when the existing building is closer to protected property than code allows. A site that is adjacent to property with an existing commercial use 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-37569)

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 professional office development is not compatible with adjacent single family residential development. The encroachment of commercial uses in a predominantly residential area is strongly discouraged, and there has been no indication that this site is no longer valuable containing a single-family residential dwelling.

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;**

   As the intended use of the subject property is changing, the proposed development requires a General Plan Amendment to change the existing land use designation from L (Low Density Residential) to O (Office), which is not supported. Policy 2.2.1 of the Las Vegas 2020 Master Plan calls for adequate design, transition or buffering elements to mitigate the effects of redevelopment on lower density residential development. Waivers are needed from perimeter landscape requirements on all sides of the development, an exception from parking lot landscaping requirements is required, and variances for parking and residential adjacency are needed to allow the project to proceed. The waiver requests reduce or eliminate the intended purpose of the required buffers and do not allow for an adequate transition from commercial to low density residential development.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by Bruce Street, an 80-foot right-of-way, and Lewis Avenue, a 48-foot wide local street that currently only has 24 feet of paving. The existing driveway from Bruce Street is proposed to be shifted to the north to prevent vehicles from backing out into the right-of-way and to minimize other conflicts when entering and exiting a parking space. Vehicles entering the site from Bruce Street but exiting onto Lewis or vice-versa must cross van-accessible loading areas, creating circulation conflicts if the Lewis Avenue access is to remain. Traffic to this site is expected to be minimal and should not negatively impact neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscaping materials are to remain as they are at present, with the exception of additional California Pepper trees along the south and north perimeter of the property, and the addition of palm trees along the property's west side. The palm trees are inappropriate for use as screening materials from adjacent residential development, and shade trees are recommended.

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 elevations and features are compatible with other single-family residential dwellings in the area. No changes are proposed to the exterior, other than paint color, which is proposed to switch to an earthen palette.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The conversion of the existing residence to a professional office will require all necessary permits and inspections in order to protect the public's health, safety and general welfare.

PLANNING COMMISSION ACTION
There was one speaker in opposition at the Planning Commission hearing.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 189 (By City Clerk)

APPROVALS 3

PROTESTS 2

CONCERNS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37567** APN: 139.35.413.100

Name of Property Owner: JUDITH PEÑA

Name of Applicant: JUDITH PEÑA

Name of Representative: KME ARCHITECTS

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: JUDITH Peña

Subscribed and sworn before me

This 3rd day of MARCH, 2010

ROSSANA B. GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage _____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.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 JUDITH PENA

Subscribed and sworn before me

This 3rd day of March, 20 10.

Rossana B Gomez

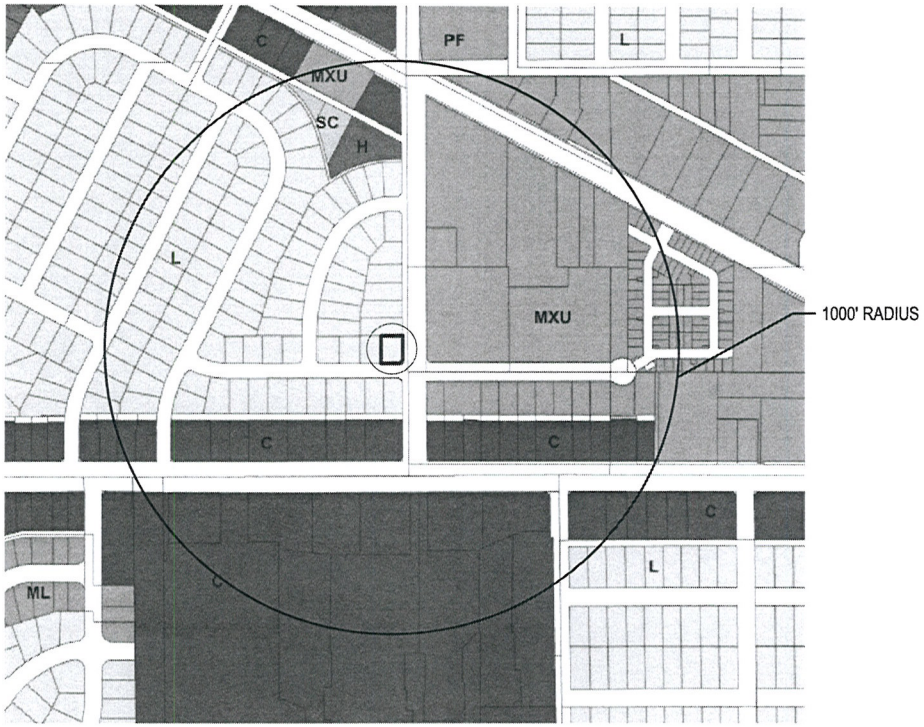
Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-57567
Meeting Date:	4/22/10
Total Fee:	$2,000
Date Received:*	3/4/10
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.



1 AG1.00 GPA LOCATION MAP
SCALE:1:200

kme architects
231 west charleston boulevard
suite one fourty
las Vegas, NV 89102
office: 702.888.2066
fax: 702.888.2069
web: www.kmearchitects.com

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PROJECT:
PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

SHEET TITLE:
GPA LOCATION MAP

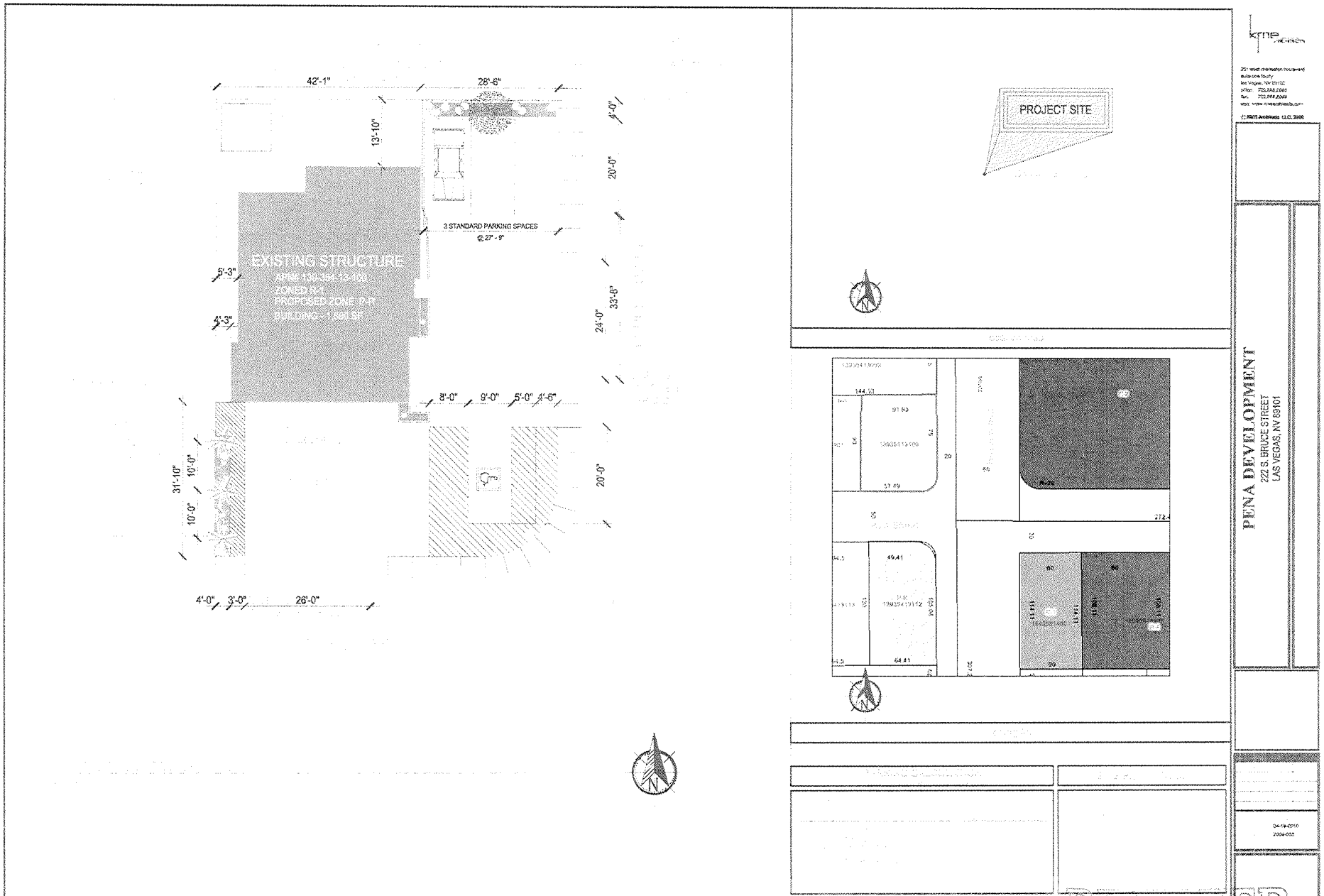
REVISIONS	DATE

DRAWN: KDH
DATE: 04-19-2010
JOB NO: 2009-033
SCALE: AS INDICATED

SHEET
AG1.00

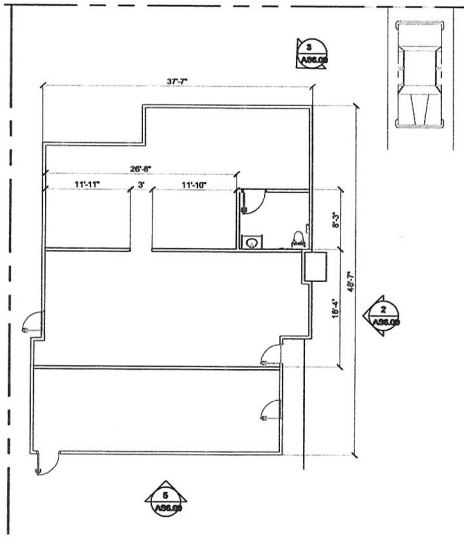
RECEIVED
MAY 11 2010

GPA-37567

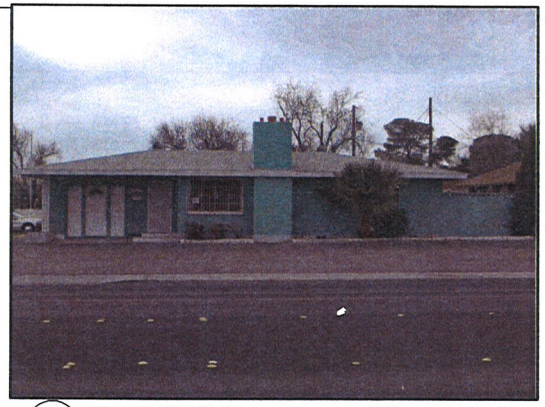


VAR-37570 VAR-37976
SDR-37569 REVISED

RECEIVED
MAY 11 2010



1 FLOOR PLAN
AS6.00 SCALE:1/16"=1'-0"



2 EAST ELEVATION
AS1.00 SCALE: NTS



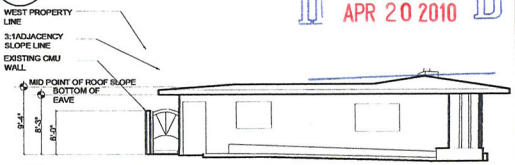
4 PARTIAL WEST ELEVATION
AS1.00 SCALE: NTS



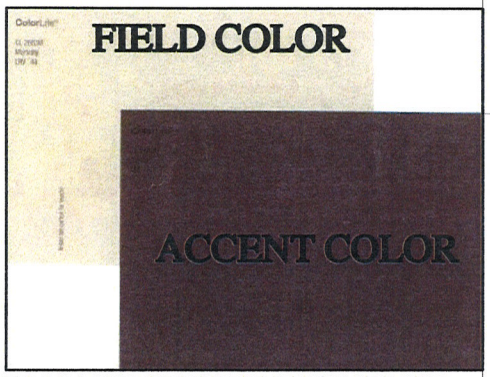
3 PARTIAL NORTH ELEVATION
AS1.00 SCALE: NTS



5 SOUTH ELEVATION
AS1.00 SCALE: NTS



6 ELEVATION
AS6.00 SCALE:1/16"=1'-0"



PROPOSED EXTERIOR PAINT COLORS

RECEIVED
APR 20 2010

kme ARCHITECTS
231 west charleston boulevard
suite one fourty
las Vegas, NV 89102
office: 702.888.2088
fax: 702.888.2089
web: www.kmearchitects.com

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PROJECT:
PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

SHEET TITLE:
SITE PLAN AND SITE ELEVATIONS

REVISIONS	DATE

DRAWN: KDH
DATE: 04-19-2010
JOB NO: 2009-033
SCALE: AS INDICATED

SHEET
AS6.00

GPA-37567 ZON-37568
VAR-37570 VAR-37976
SDR-37569 REVISED



GPA-37567, ZON-37568, VAR-37570, VAR-37976 & SDR-37569 – APPLICANT/OWNER: JUDITH PENA
222 SOUTH BRUCE STREET

03/18/10



GPA-37567, ZON-37568, VAR-37570, VAR-37976 & SDR-37569 – APPLICANT/OWNER: JUDITH PENA
222 SOUTH BRUCE STREET

03/18/10



GPA-37567, ZON-37568, VAR-37570, VAR-37976 & SDR-37569 – APPLICANT/OWNER: JUDITH PENA
222 SOUTH BRUCE STREET

03/18/10

kme ARCHITECTS

March 22, 2010

Planning and Development Department
731 South 4th Street
Las Vegas Nevada 89101

Attn: Planning & Development Department

Re: Pena Office Conversion, GPA-37567 (APN 139-35-413-100)

Justification Letter

Kelvin Haywood
President

Melvin Green
Principal

Emanuele Arguelles
Principal

Dear Planning Department,

KME Architects, LLC, on behalf of our client Judith Pena, is pleased to submit this request to rezone the existing property (APN # 139.35.413.100) from its current use of *Single Family Residence District (R-1)* to *Professional Offices and Parking (P-R).* We additionally request a 0'-0" feet waiver for Landscape on the South and East side of the property where 15'-0" is required and a waiver for all landscape requirements due to the lot constraints. Making the site smaller would create an undue hardship on the applicant due to the existing conditions.

Mrs. Pena, a long time residence of Las Vegas, intends to improve the existing 1,890 SF home into a small tax business and/or an attorney's office. These offices will have normal office hours of 8am – 5pm Monday through Friday. Secondly, there will be no excessive amount of paper or other material that would cause the site to need a larger trash receptacle. The owner is in the process of obtaining a letter from Republic Service that will state normal residential service will continue for this address. Lastly, the majority of the clients will be by appointment so as not to cause any additional need for parking along the street. The previous use for this existing house was a church / place of worship and the parking lot was previously paved to provide for parking spaces.

The surrounding properties are General Commercial District (C-2) on the NE side, Limited Commercial District (C-1)/Apartment Residence District (R-4) at the SE Corner, and Professional Offices and Parking (P-R) on the SW Corner. The rezoning of parcel 139.35.413.100 will fit in with the existing zoning layout without causing any additional stress or traffic to the neighborhood. Lastly we request a waiver of Landscape conditions as the site is .16 acres (6,969sf) which is approximately 73% lot coverage.

If you have any questions or comments regarding this matter, please feel free to contact our office.

Sincerely Yours,

Kelvin Haywood
President

GPA-37567 ZON-37568
VAR-37570 SDR-37569

RECEIVED
MAR 24 2010

231 west charleston boulevard suite one forty, las vegas Nevada 89102 □ office. 702.888.2088 | fax. 702.888.2089 □ website: www.kmearchitects.com

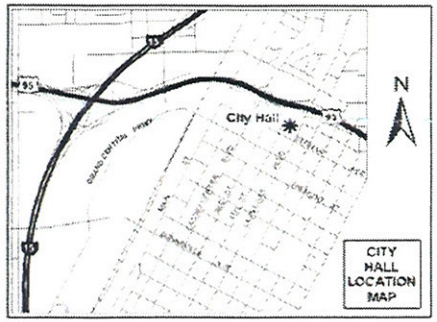
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568

Planning Commission Meeting of 4/22/2010

Case: GPA-37567

13935413122
GUZMAN RAFAELA
P O BOX 19601
JEAN NV 89019-9601

APR 14 2010

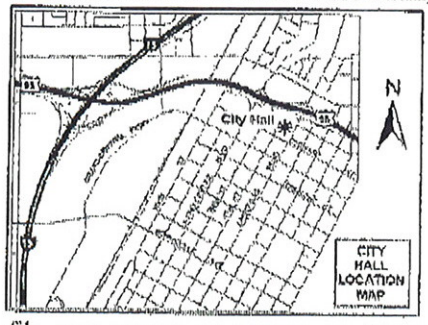
Submitted after final agenda
Date 4/14/10
Item 21-22
P

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
0004279216 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568
Planning Commission Meeting of 4/22/2010

Case: GPA-37567
13935413104
HENDERSON HARRIETT L & RITA L
2034 COVINGTON AVE
SIMI VALLEY CA 93065-5605

RECEIVED
APR 16 2010

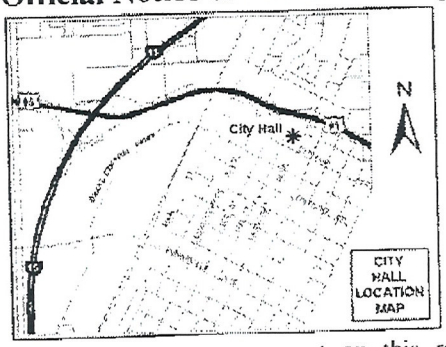
Submitted after final agenda
Date 4/16/10 Item 21-22 P

Apr 11 10 11:17a Don Cole 702 678-6597 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568

Planning Commission Meeting of 4/22/2010

Don Cole 496-2612

Case: GPA-37567
13935413130
COLE DON
248 SPENCER ST #1
LAS VEGAS NV 89101-5268

RECEIVED
APR 11 2010

21-22 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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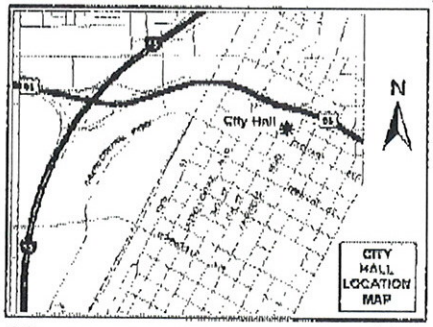
0004279218
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568

Planning Commission Meeting of 4/22/2010

Case: GPA-37567

13935413138
LASTCO L L C
%S & L WEINSTOCK
10139 BONHAM CT
LAS VEGAS NV 89148-7606

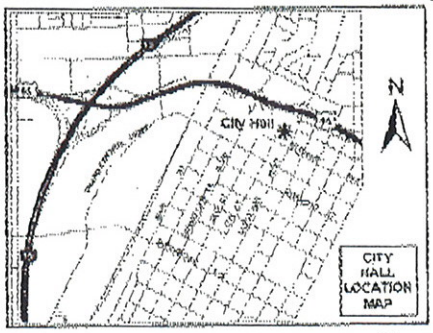
Submitted after final agenda
Date 4/16/10 Item 21.22 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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Case: GPA-37567

13935803013
WESTERFIELD-WOODBURY L L C
1930 VILLAGE CENTER CTR #3-938
LAS VEGAS NV 89134-6299

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568
Planning Commission Meeting of 4/22/2010

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/16/10 Item 21-22 A

Boulder Dam Homesite Addition Association & Residential Park Inc

1909 East Mesquite Avenue Las Vegas, Nevada 89101-3309
Donald Fondriasopolous / President

RECEIVED
MAR 19 2010

Att: Kelvin Haywood:

Re: property ar 222 Bruce where applications filed incl; SDR-37569 - GPA-37567

It is our understanding this property was an illegal conversion to a duplex for residential purposes which caused excessive occupancy and behavioral patterns, neighborhood disturbances, illegal activities and eventually a 2008 property foreclosure.

The current applications indicate an effort to upgrade the property for professional purposes only and thereby improving the neighborhood . It is our understanding that the request for a reduction in parking spaces from six to four spaces allows the developer/applicant to perform a lesser amount of landscaping. It would appear that these renovations would greatly improve this property from it's present condition. We would ask and encourage the applicant to select a suitable exterior paint job that blends in with the existing neighborhood surroundings and not look like a property in downtown Havana, Cuba or Tijuana, Mexico.

At this time we see no further involvement or attendance required by this organization in regards to this property mentioned or it's applicants.

Sincerely,
Donald Fondriasopolous/President-Resident Agent.
dedward@ttlv.net

cc/ Robert Levrant - City Planning & Neighborhood Services
Robert Taylor - Block Captain 1701 E Cedar Avenue
Carlo Poliak - U.S.Senator Candidate

GPA-37567
ZON-37568
VAR-37570
SDR-37569

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

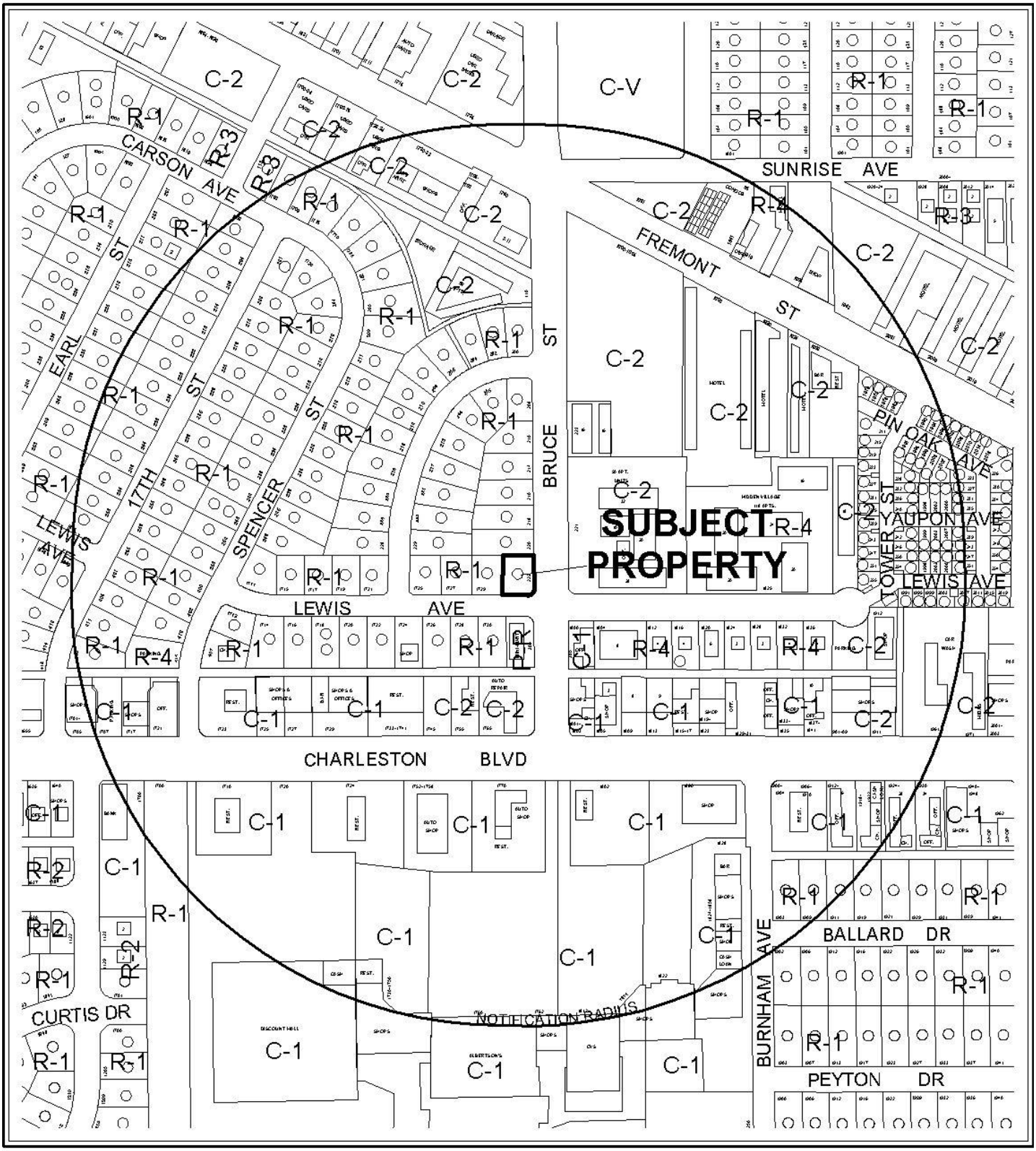
SUBJECT:
ZON-37568 - REZONING RELATED TO GPA-37567 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-37568, VAR-37570, VAR-37976 and SDR-37569
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: **ZON-37568;VAR-37570;VAR-37976 AND SDR-37569**

0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

N



CASE: **ZON-37568;VAR-37570;VAR-37976 AND SDR-37569**

0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37568** APN: 139-35-413-100

Name of Property Owner: JUDITH PENA

Name of Applicant: JUDITH PENA

Name of Representative: KME ARCHITECTS

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: JUDITH PENA

Subscribed and sworn before me

This 3rd day of MARCH, 20 10

ROSSANA B. GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage _____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.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 JUDITH PENA

Subscribed and sworn before me

This 3rd day of MARCH, 20 10.

ROSSANA B GOMEZ

Notary Public in and for said County and State

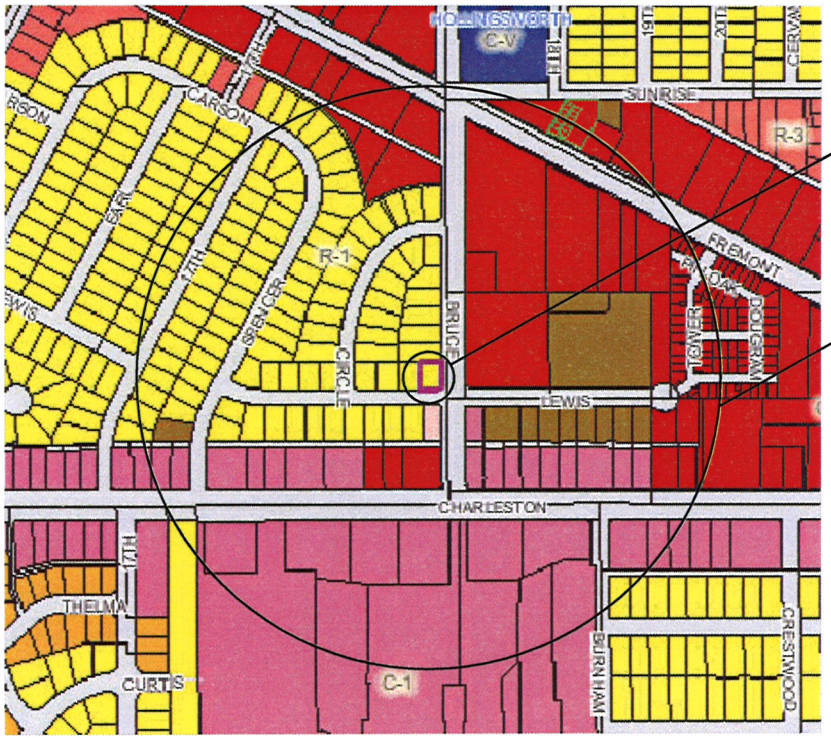
ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON-37569
Meeting Date:	4/22/10
Total Fee:	$1200.00
Date Received:*	3/4/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08



APN # 139-35-413-100
CURRENTLY ZONED FOR R-1
PROPOSED ZONE P-R

1000' RADIUS

1 LOCATION MAP
AZ1.00 SCALE:1:200

N

RECEIVED
MAR 04 2010

ZON-37568
04/22/10 PC

kme ARCHITECTS
231 west charleston boulevard
suite one fourty
las Vegas, NV 89102
office: 702.888.2088
fax: 702.888.2099
web: www.kmearchitects.com

© KME Architects LLC. 2009

PROJECT:
PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

SHEET TITLE:
LOCATION MAP

REVISIONS	DATE

DRAWN: KDH
DATE: 02-23-2010
JOB NO: 2009-033
SCALE: AS INDICATED

SHEET
AZ1.00

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37570 - VARIANCE RELATED TO GPA-37567 AND ZON-37568 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW FOUR PARKING SPACES WHERE SEVEN SPACES ARE REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37570** APN: 139-35-413-100

Name of Property Owner: JUDITH PENA

Name of Applicant: JUDITH PENA

Name of Representative: KME ARCHITECTS

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: JUDITH PENA.

Subscribed and sworn before me

This 3rd day of MARCH, 2010

ROSSANA B. GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage _____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.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 JUDITH PENA

Subscribed and sworn before me

This 3rd day of March, 20 10.

Rossana B Gomez

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-37570
Meeting Date:	4/22/10
Total Fee:	830.00
Date Received:*	3/4/10
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.

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37976 - VARIANCE RELATED TO GPA-37567, ZON-37568 AND VAR-37570 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW A FOUR-FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A FIVE-FOOT SETBACK on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-37976 APN: 139 35 413 100

Name of Property Owner: Judith Pena

Name of Applicant: Judith Pena

Name of Representative: KME Architects

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

RECEIVED
APR 14 2010

Signature of Property Owner: _____

Print Name: JUDITH PENA

Subscribed and sworn before me

This 14th day of April, 2010

ROSSANA B GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Residential Adjacent Setback

Project Address (Location) 222 South Bruce Street

Project Name Pena Rezoning **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage 1890 **Floor Area Ratio** 1:4

Gross Acres .16 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Judith Pena **Contact** Kelvin haywood

Address 222 S. Bruce **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** NV **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** NV **Zip** 89102

E-mail Address kelvin@kmearchitects.com

REPRESENTATIVE KME Architects **Contact** Kelvin Haywood

Address 231 W Charleston , Suite 140 **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** NV **Zip** 89102

E-mail Address kelvin@kmearchitects.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 JUDITH PENA

Subscribed and sworn before me

This 14th day of April, 20 10.

ROSSANA B GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Apot. Expires Aug. 18, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-37976
Meeting Date:	5/27/10
Total Fee:	$830
Date Received:*	4/14/10
Received By:	Romero

RECEIVED
APR 14 2010

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37569 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37567, ZON-37568, VAR-37570 AND VAR-37976 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 1,890 SQUARE-FOOT RESIDENCE TO AN OFFICE AND WAIVERS OF PERIMETER LANDSCAPE STANDARDS TO ALLOW ZERO-FOOT BUFFERS ALONG THE SOUTH AND EAST PERIMETERS WHERE 15 FEET IS REQUIRED AND ZERO-FOOT BUFFERS ALONG THE NORTH AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SDR-37569

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.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37569** APN: 139-35-413-100

Name of Property Owner: Judith Pena

Name of Applicant: Judith Pena

Name of Representative: KME Architects

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: JUDITH PENA

Subscribed and sworn before me

This 23 day of February, 2010

Rossana Gomez

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage _____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.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 JUDITH PENA

Subscribed and sworn before me

This 23 day of February, 2010.

Rossana Gomez

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR 37569
Meeting Date:	4/22/10
Total Fee:	$1030
Date Received:*	3/4/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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

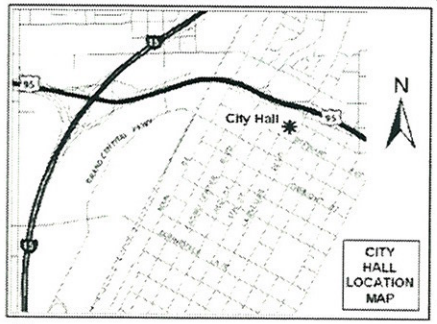
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
JUN 01 2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY14 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37569

Planning Commission Meeting of 5/27/2010

I ~~oppose~~ this Request Because this area I live hard working people like me. And our taxes will be more we has to pay business taxes ok. Tell them put their Business where they live. To see if they like it this area will be a business area not residential area is not going to be one Business is gonna to be a lot.

Case: SDR-37569

13935413122
GUZMAN RAFAELA
P O BOX 19601
JEAN NV 89019-9601

Submitted after meeting
Date 6/1/2010 Item # 24

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

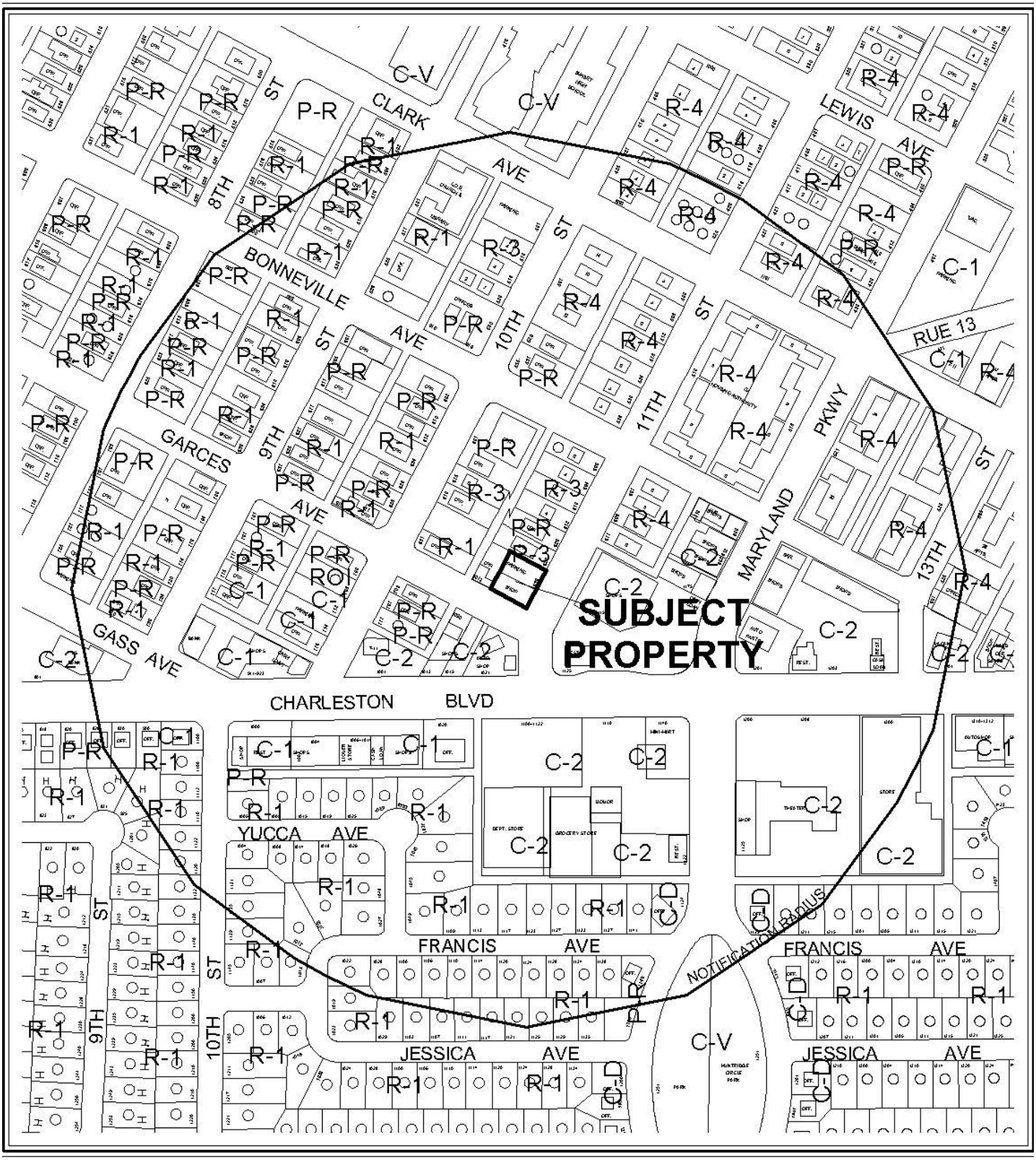
SUBJECT:
ZON-37634 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: JALALA, LLC - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.23 acres at 630 South 11th Street (APN 139-34-811-009), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

NOTE: APPLICANT REQUESTS APPROVAL FOR C-1 (LIMITED COMMERCIAL) INSTEAD OF C-2 (GENERAL COMMERCIAL).

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item ZON-37634
7. ZON-37634 Email Request

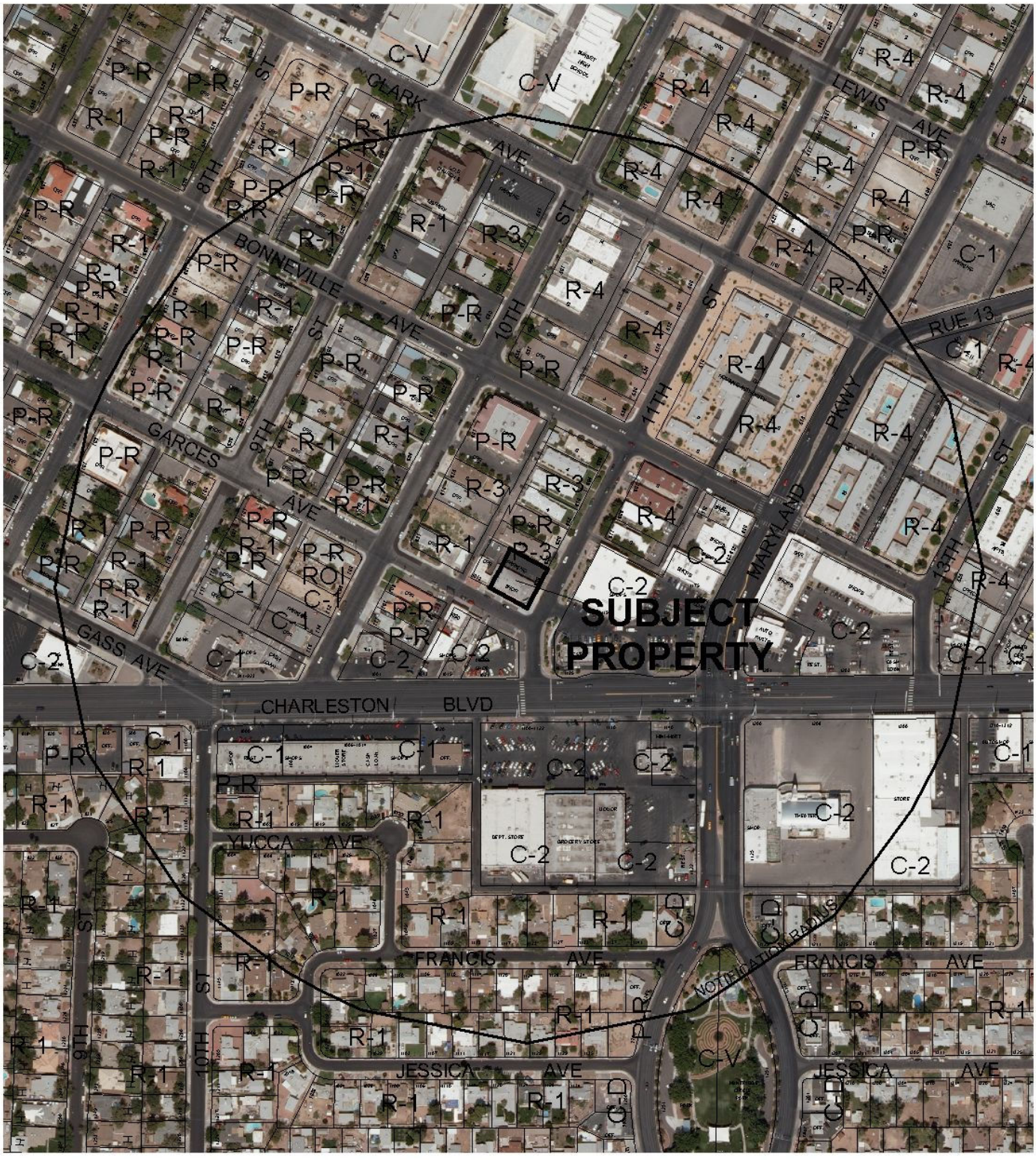


CASE: **ZON-37634**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **ZON-37634**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: JALALA, LLC

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-37634	Staff recommends DENIAL.	

** CONDITIONS **

ZON-37634 CONDITIONS

Planning and Development

1. Approval is for C-1 (Limited Commercial) zoning only.

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning from R-3 (Medium Density Residential) to C-2 (General Commercial) at 630 South Eleventh Street. The subject site has a current land use designation of C (Commercial). The lot is adjacent to an existing professional office use and general retail use along Eleventh Street between Garces Avenue and Bonneville Avenue. The proposed rezoning would allow uses that are incompatible to the surrounding land uses; therefore, staff recommends denial. If denied, the lot will remain designated R-3 (Medium Density Residential), the zoning designation will remain inconsistent with the current General Plan and no commercial uses may exist on the property except for those allowed by Title 19.

ISSUES

- The C-1 (Limited Commercial) district would be a more appropriate zoning district for the subject site, as it would allow less intense commercial uses that will buffer residential and offices uses from the more intense C-2 corridor along Charleston Boulevard.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/13/55	The Board of City Commissioners denied the request for Rezoning (Z-0044-54) From R-3 to C-2 of Lots 18 and 19, Block 23, Wardie Addition and Lots 29 and 30, Block 24 at the northwest corner of Eleventh Street and Garces Avenue. Planning Commission and staff recommended denial.
11/02/55	The Board of City Commissioners denied the request for Rezoning (Z-0001-55) From R-4 to C-2 of Lots 31 and 32, Block 24, Pioneer Heights Addition and Lot 16 and 17, Block 23, Wardie Addition at the northwest corner of Eleventh Street and Graces Avenue. Planning Commission and staff recommended denial.
11/05/80	The Board of City Commissioners approved the request for a Variance (V-0078-80) to allow the construction of a building for office and production facilities for a publishing and printing business which is not a permitted use on property generally located on the west side of Eleventh Street, 50 feet north of the corner of Eleventh Street and Garces Avenue in Zoning District R-3. The Board of Zoning Adjustment and staff recommended approval.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #30/rg).

Most Recent Change of Ownership	
08/11/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/03/82	A building permit (#3311) was issued for a book store at 630 South 11th Street.
02/10/83	A business license (B06-00038) was issued for a book store at 630 South 11th Street. The license was marked inactive on 07/30/09.

Pre-Application Meeting	
03/09/2010	A pre-application meeting was held with the applicant, where requirements for submittal of Rezoning applications were explained. The following topics were discussed: • Justification letter should indicate that the use of the building will remain the same and that no building expansion will be made. • State in the justification letter that the current parking configuration will not change.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	There is graffiti on the roof of the building along the southern and eastern elevations.

Details of Application Request	
Site Area	
Gross Acres	0.23

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Retail Building	C (Commercial)	R-3 (Medium Density Residential)
North	Office	C (Commercial)	R-3 (Medium Density Residential)
South	Motor Vehicles Sales (Used)	C (Commercial)	C-2 (General Commercial)
East	Shopping Center	C (Commercial)	C-2 (General Commercial)
West	Office	C (Commercial)	R-3 (Medium Density Residential)

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			
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Existing Zoning	*Permitted Density*	*Units Allowed*
R-3 (Medium Density Residential)	13-25 Dwelling Units per Gross Acre	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-2 (General Commercial)	N/A	N/A
General Plan	***Permitted Density***	***Units Allowed***
C (Commercial)	N/A	N/A

ANALYSIS

The subject site is located in the Southeast Sector of the General Plan and has a current land use designation of C (Commercial). The C (Commercial) category allows for commercial uses that are normally allowed within the O (Office), SC (Service Commercial), and GC (General Commercial). The GC (General Commercial) category allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses.

The request to Rezone the subject site from R-3 (Medium Density Residential) to C-2 (General Commercial) would, allow uses, including auto sales, repair, and recreational facilities, that are too intense for the surrounding adjacent residential and office uses. However, the C-1 (Limited Commercial) district would be a more appropriate zoning district for the subject site, as it would allow less intense commercial uses that will buffer residential and offices uses from the more intense C-2 (General Commercial) corridor along Charleston Boulevard. The proposed rezoning would allow uses that are incompatible with the surrounding land uses; therefore staff recommends denial of the request.

RG

FINDINGS (ZON-37634)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-2 (General Commercial) zoning district is consistent with the C (Commercial) land use designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The C-1 (Limited Commercial) district would be a more appropriate zoning district for the subject site, as it would allow less intense commercial uses that will buffer residential and offices uses from the more intense C-2 (General Commercial) corridor along Charleston Boulevard.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the community do not indicate the need or appropriateness of the proposed Rezoning. The proposed Rezoning will allow uses on the subject property that are too intense for the adjacent land uses. The C-1 (Limited Commercial) zoning district would be more appropriate as it would allow conformance with the existing General Plan designation and would allow less intense uses that are compatible with the surrounding adjacent land uses.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site receives access from Charleston Boulevard, a 100-foot Primary Arterial via Eleventh Street, an 80-foot local street. Site access will not impact adjacent roadways or neighborhood traffic.

PLANNING COMMISSION ACTION

NOTE: APPLICANT REQUESTS APPROVAL FOR C-1 (LIMITED COMMERCIAL) INSTEAD OF C-2 (GENERAL COMMERCIAL).

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 188 (By City Clerk)

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37634** APN: 139-34-811-009

Name of Property Owner: FARID A. JALALA

Name of Applicant: FARID A. JALALA

Name of Representative: FARID A. JALALA

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: 139-34-811-009

Signature of Property Owner: Farid Ahmad Jalala

Print Name: FARID A. JALALA

Subscribed and sworn before me

This 9th day of MARCH, 2010

D.S. Watson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
D.S. WATSON
No: 09-11647-1
My Appointment Expires Dec. 1, 2013

RECEIVED
MAR 10 2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: REZONING

Project Address (Location) 630 S. 11th Street, LAS VEGAS NV. 89101

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-34-811-009 **Ward #** _____

General Plan: existing C proposed _____ **Zoning:** existing R3 proposed C2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.2299 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER FARID A JALALA **Contact** FARID A. JALALA

Address 1219 N. TUSTIN AVE **Phone:** 714-666-2000 **Fax:** 714-632-8567

City ANAHEIM **State** CA **Zip** 92807

E-mail Address JALALAF@AGSSECURITY.COM

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name FARID A. JALALA

Subscribed and sworn before me

This 9th day of March, 2010.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
D.S. WATSON
No: 09-11647-1
My Appointment Expires Dec. 1, 2013

FOR DEPARTMENT USE ONLY

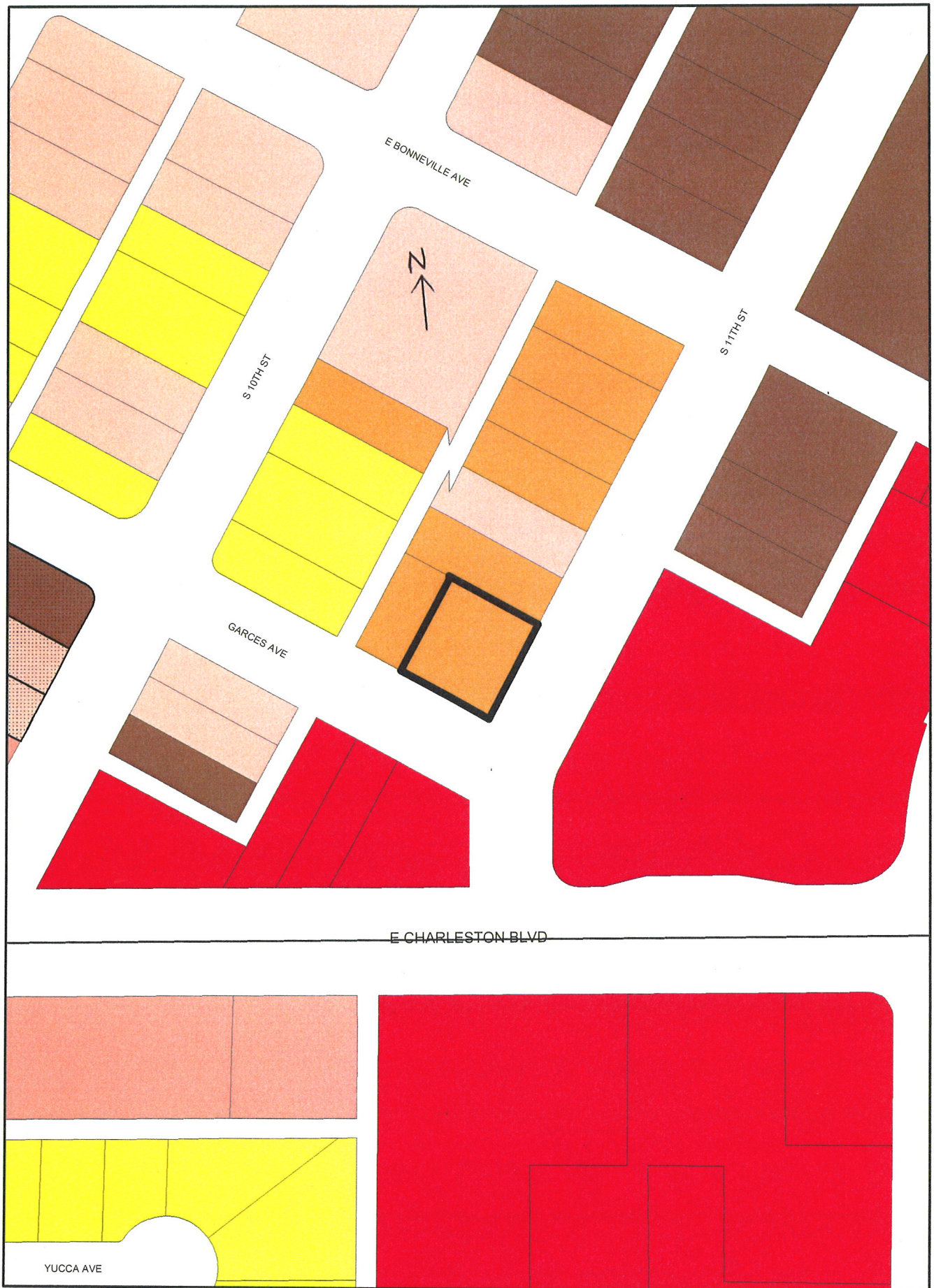
Case #	ZON-37634
Meeting Date:	5/27/10
Total Fee:	$1200
Date Received:*	3/10/2010
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

REZONING Parcel: 139-34-811-009



ZONING

C-V	U	R-MH	R-MHP	PD	
C-PB	R-A	R-CL	P-R	T-D	
P-C	R-E	R-2	N-S	TC	
	R-D	R-3	O	C-2	
	R-PD	R-4	C-D	C-M	
	R-1	R-5	C-1	M	

ZON-37634 From R-3 to C-2

05/27/10 PC

Data Current as of: March 9, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System. Planning & Development Dept. 702-229-6301

PLANNING & DEVELOPMENT

RECEIVED
MAR 10 2010



ZON-37634 - APPLICANT/OWNER: JALALA, LLC
630 SOUTH 11TH STREET

04/22/10



ZON-37634 - APPLICANT/OWNER: JALALA, LLC
630 SOUTH 11TH STREET

04/22/10



ZON-37634 - APPLICANT/OWNER: JALALA, LLC
630 SOUTH 11TH STREET

04/22/10



ZON-37634 - APPLICANT/OWNER: JALALA, LLC
630 SOUTH 11TH STREET

04/22/10



ZON-37634 - APPLICANT/OWNER: JALALA, LLC
630 SOUTH 11TH STREET

04/22/10

Advantage Guard Services Inc

866-PATROL-9

Rezoning for 630 South 11th Street, Las Vegas, NV89101

To: Planning Division

731 South Fourth Street

Las Vegas, NV 89101

This letter is to request Zone change for 630 south 11th Street, Las Vegas from R3 to C2. This property has been used as retail store gambling book store for more than 25 years. As you can see all the properties around the subject property are zoned commercial. The subject property is surrounded by shopping center, retail store, office building, Dealer ships and Restaurants.

We have a company called Advantage Guard Services Inc. We have been in business for more than ten years based in California. We also have offices in Washington DC, Maryland, and Virginia. We provide security officers to guard businesses and provide surveillance cameras and equipments for sale to the public. We provide standing security guards to protect our clients from thefts, vandalism. Most of our employees are working in the fields. This building will be used for administrative purposes and retail store to sell surveillance system & cameras and equipments to public. There will not be over night security guard stationed in this location. The office hours are Mon- Friday 8am to 5pm possibly later hours in summer time if necessary. The subject property has its own gated parking lot which can accommodate about 15-20 cars.

We are not making any structural changes to the building the building will remain the same with exception of cosmetic changes like paint and clean up. We are requesting to change the Zoning from R3 to C2 as soon as possible. This project will create at least 200-300 new permanent jobs in the city of Las Vegas. If you have any additional questions please contact me at 714-715-9395.

Sincerely

Farid Jalala

Owner

March/10/2010

RECEIVED
APR 27 2010

ZON-37634
REVISED

1219 N. Tustin Ave, Anaheim, California, 92807
Tel(714)666-2000 Fax(714)632-8567

Advantage Guard Services Inc.

Business Description:

Advantage Guard Services, Inc. is a fully licensed, bonded and insured corporation that provides professional uniformed guard and patrol services throughout the Washington DC Metro area and Southern California. With over 10 years of professional services and experience, Advantage Guard Services is dedicated to providing the superior guard service for all of our clients by working together to develop and promote a comprehensive safety and security program. Advantage Guard Service inc. was established in 2001.

Advantage Guard Services has excellent communication with local law enforcement agencies that help us deliver better service to our clients. We credit our accomplishments to proper management, training and supervision of our officers and the development and execution of sensible security programs. We firmly believe that the training, selection and placement of our personnel are an integral part in producing superior customer service and quality.

We are uniquely qualified to provide you with professional uniformed guard services, while maintaining the trust and confidence your organization deserves. Managerial experience and proper guard training has been a key to successfully providing quality guard service.

Advantage Guard Services Inc. and its uniformed personnel are fully certified and/or licensed in accordance with local and federal regulations. Certification and licensing are issued by State Approved Criminal Justic Schools and Training academies.

Advantage Guard Services, Inc. provide highly trained security guards and vehicle patrol services to stop and prevent crimes from happening.If you manage any type of property, you are aware that theft, vandalism, burglary, or other crimes can happen when you least expect them. That's why is of utmost importance to provide the proper level of security to safeguard your assets while providing you and your employees with peace of mind. Whether you are considering additional security for your business or your community, trained secuirty officers from Advantage Guard Services will provide the safety and security you need. Our professional security guards and special police officers will carry out a variety of duties to ensure your safety.

Advantage Guard Services employs only qualified candidates to ensure your maximum protection. We send all our security guards to Criminal Justice Approved Training schools depending on where they live, so they can obtain the best training possible.

Advantage Guard Services is fully insured and bonded with professional and liablity insurance coverage. Available by request, you will receive a certificate of insurance naming your corporation as a certificate holder. All our insurance coverage currently meets or exceeds all local and federal requirements.

RECEIVED
APR 27 2010

ZON-37634
REVISED

Who We Serve:

We are able to provide the appropriate level of expertise and experience depending on each property. We provide security for:

- Retail Stores
- Colleges& Universities
- Shopping Centers
- Apartments
- Warehouses
- Charter and Private Schools
- Malls
- Auto Dealerships
- Construction Sites
- Retirement Homes
- Healthcare Facilities

If you want to more about us, you can visit us at www.agssecurity.com

RECEIVED
APR 27 2010

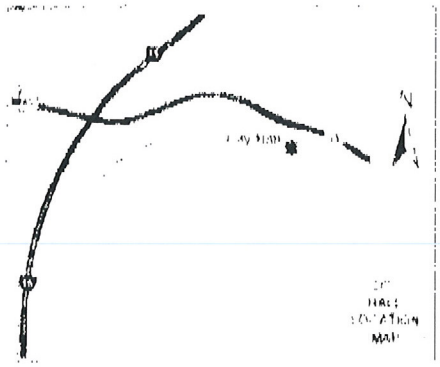
ZON-37634
REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-7986

$ 00.41[4]

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments

ZON-37634

Planning Commission Meeting of 5/27/2010

Case: ZON-37634

16203512016
STUPP CLAYTON C
1004 YUCCA AVE
LAS VEGAS NV 89104-1507

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MAY 17 2010

30P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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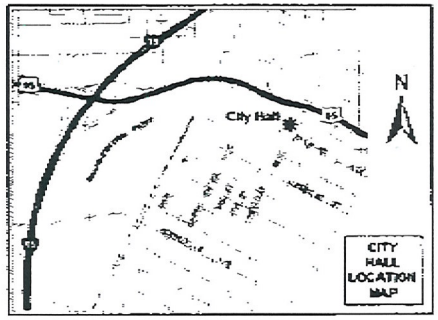

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ZON-37634

Planning Commission Meeting of 5/27/2010

PRESORTED FIRST CLASS

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0004279218 MAY 14 2010
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Case: ZON-37634
13934811014
WHITT FAMILY TRUST
2701 BRYANT AVE
LAS VEGAS NV 89102-2161

CAVDS11 89102

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MAY 18 2010

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City of Las Vegas
Planning & Development Department
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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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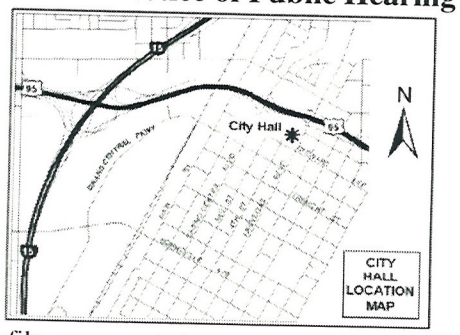

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ZON-37634
Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 19 2010

Case: ZON-37634
13934810044
APPLE ROBERT M & MARY M
1405 STRONG DR
LAS VEGAS NV 89102-2143

30A

From: Deborah Sullivan
To: Carman Burney
Subject: FW: ZON-37634 request
Date: Tuesday, June 15, 2010 2:52:20 PM

From: Farid Jalala [mailto:jalalaf@agssecurity.com]
Sent: Tuesday, June 15, 2010 2:00 PM
To: Deborah Sullivan
Subject: RE: ZON-37634 request

Hello Deborah

It was great speaking to you. as per our phone conversation regarding the zoning of 630 S. 11th Street, Las Vegas, NV. I am willing to accept the C1 zoning instead of the C2.

Thanks

Farid Jalala

Advantage Guards Services (AGS) Inc.
1219 N.Tustin Ave
Anaheim, CA 92807
Tel: 714-666-2000
Tel: 714-715-9395
Fax: 714-632-8567

From: Deborah Sullivan [mailto:dsullivan@LasVegasNevada.GOV]
Sent: Tuesday, June 15, 2010 11:58 AM
To: 'jalalaf@agssecurity.com'
Subject: ZON-37634 request

Mr. Jalala,

I just wanted to confirm our telephone conversation that you are changing your request to rezone (ZON-37634) property at 630 South 11th Street (APN 139-34-811-009) from C-2 (General Commercial) to C-1 (Limited Commercial). The rezoning application is scheduled to be heard at the 7/7/10 City Council meeting at 1:00 p.m. at the City Hall.
Please confirm your intentions by replying to this e-mail. If you have any questions, please feel free to contact me at (702) 229-6895.

Sincerely,

Deborah Sullivan, Planner I
City of Las Vegas
Planning and Development Dept.
(702) 229-6895

E-mail: dsullivan@lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

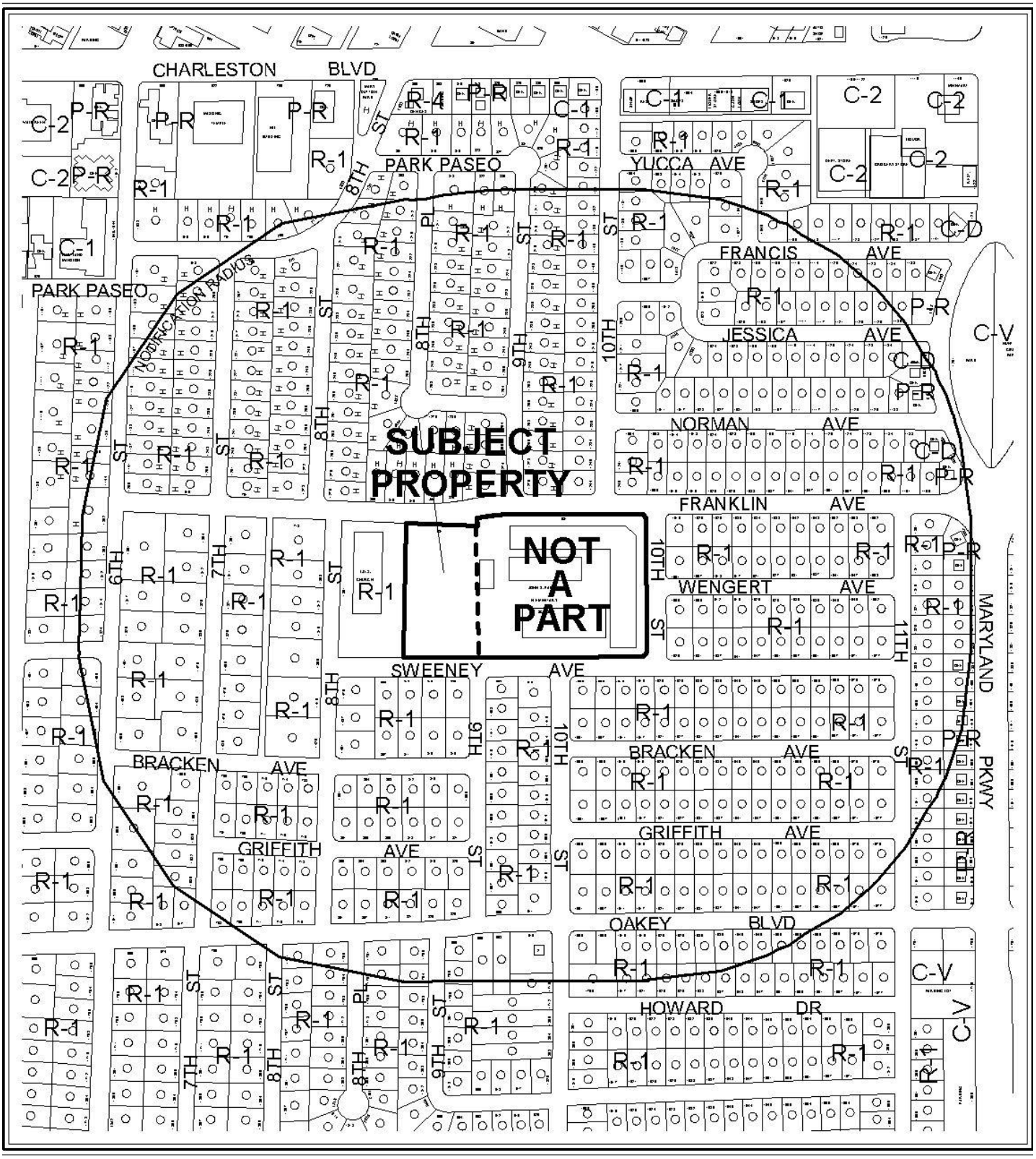
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-37852 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 7.45 acres at 931 Franklin Avenue (APN 162-03-604-005), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**12**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item ZON-37852



CASE: **ZON-37852**

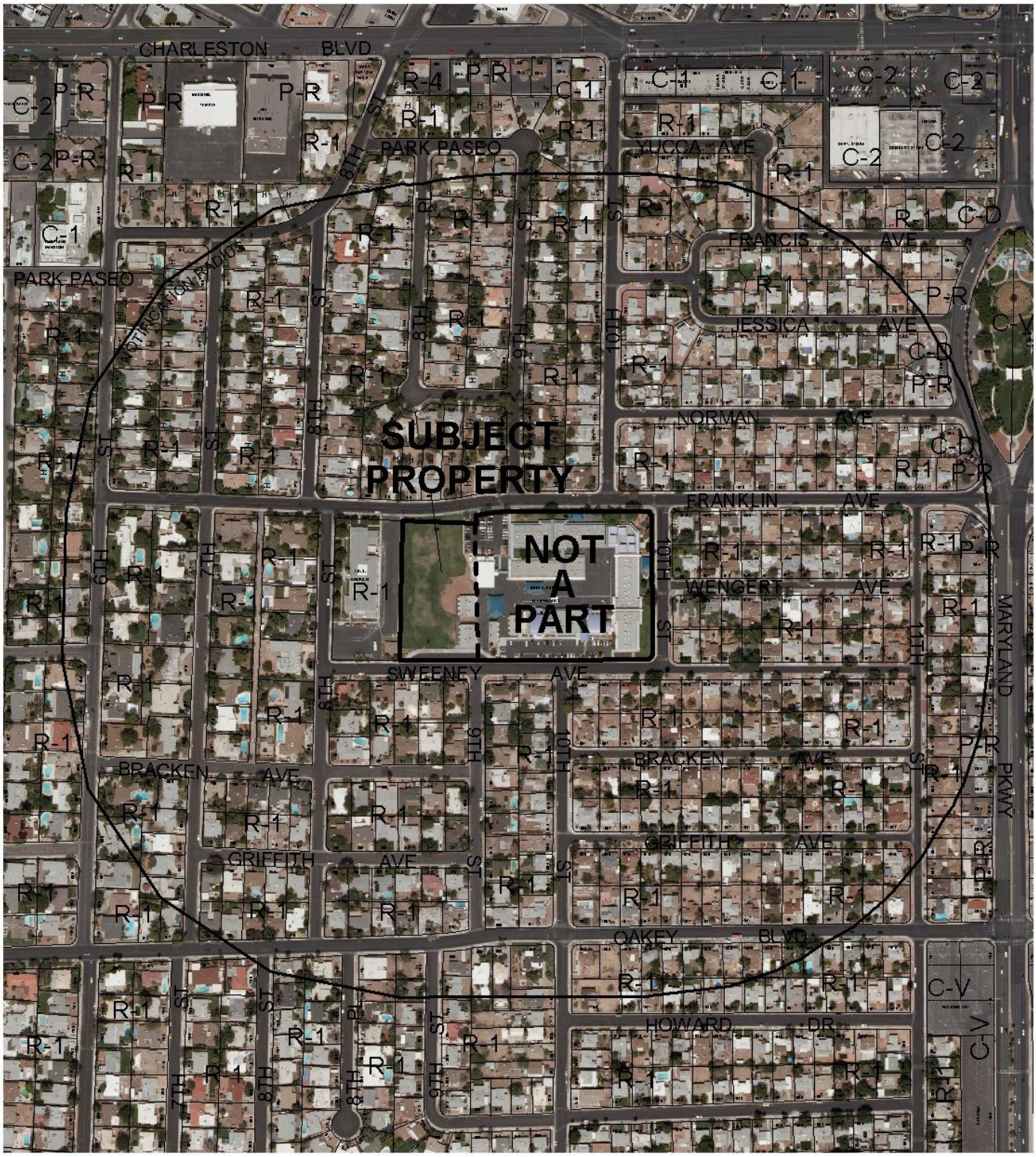
RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 400 800 Feet

CASE: **ZON-37852**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-37852	Staff recommends APPROVAL.	

AO

AO

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is an elementary school containing approximately 7.35 acres, located at 931 Franklin Avenue. The applicant is requesting a Rezoning from R-1 (Single Family Residential) to the C-V (Civic) district. The requested zoning district is consistent with the existing General Plan Designation. If denied, the site will retain its existing Zoning and General Plan designation. Staff is recommending approval of this request as the requested Rezoning is compatible with the adjacent surrounding zoning districts.

ISSUES:

- The proposed Rezoning will allow conformance with the current land use designation of C-V (Civic) district.
- The existing use of the subject site as an Elementary School is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designation.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #8/ao).

Most Recent Change of Ownership	
11/26/63	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related relevant related building permits/business licenses for the subject site.

Pre-Application Meeting	
04/01/10	A pre-application meeting was conducted internally, as the City is the applicant for the request.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	During a routine field check staff observed a well maintained site.

Details of Application Request	
Site Area	
Net Acres	7.35

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Elementary School	PF (Public Facility)	C-V (Civic)
North	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
West	Church	PF (Public Facilities)	R-1 (Single Family Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
John S Park Neighborhood	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site contains an existing elementary school, which is a permissible use in the proposed C-V (Civic) zoning district, and is allowed by the existing PF (Public Facilities) land use designation. The proposed Rezoning will bring the site into conformance with the existing land use designation.

As the proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) General Plan designation, and the proposal is compatible with the surrounding land uses, staff is recommending approval of this request.

FINDINGS (ZON-37852)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) land use category and conforms to the General Plan.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed by the C-V (Civic) zoning district are compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The subject site has a land use designation of PF (Public Facilities). Rezoning of the subject site will allow conformance with the existing land use designation of the subject site.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is accessed from Franklin Avenue and Sweeney Avenue, both 60-foot Local streets. Access is adequate in size to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 565 (By City Clerk)

APPROVALS 12

PROTESTS 3

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-37852 APN: 162-03-604-005

Name of Property Owner: School Board of Trustees

Name of Applicant: City of Las Vegas

Name of Representative: Andy Reed

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:~~ REPRESENTATIVE Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 2nd day of April, 2010

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103906-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 931 Franklin Avenue

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-03-604-005 **Ward #** 3

General Plan: existing PF proposed _____ **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 7.45 acres **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER School Board of Trustees **Contact** Linda Perri

Address 2832 E. Flamingo Road **Phone:** 799-5214 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5205

E-mail Address LKPERRI@interact.ccsd.net

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Andrew P. Reed

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANDREW P. REED

Subscribed and sworn before me

This 2nd day of April, 2010.

Nora Lares

Notary Public in and for said County and State

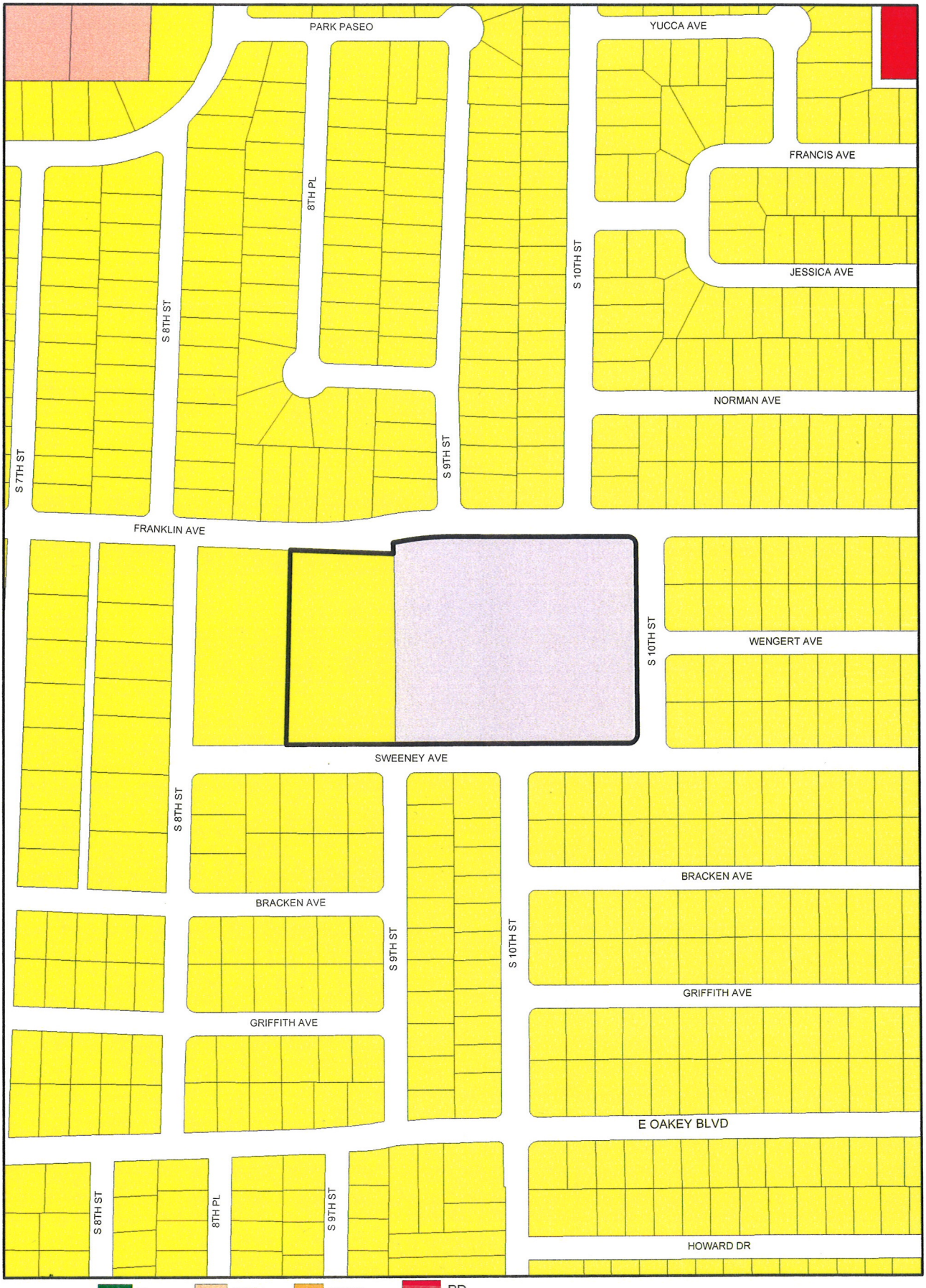
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103906-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON-37852
Meeting Date:	5-27-10
Total Fee:	N/A
Date Received:*	4-7-10
Received By:	A Reed

*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.

REZONING Parcel: 162-03-604-005



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APR 09 2010

ZONING

U	R-MH	R-MHP	PD		
R-A	R-CL	P-R	T-D		
R-E	R-2	N-S	TC		
C-V	R-D	R-3	O	C-2	
C-PB	R-PD	R-4	C-D	C-M	
P-C	R-1	R-5	C-1	M	

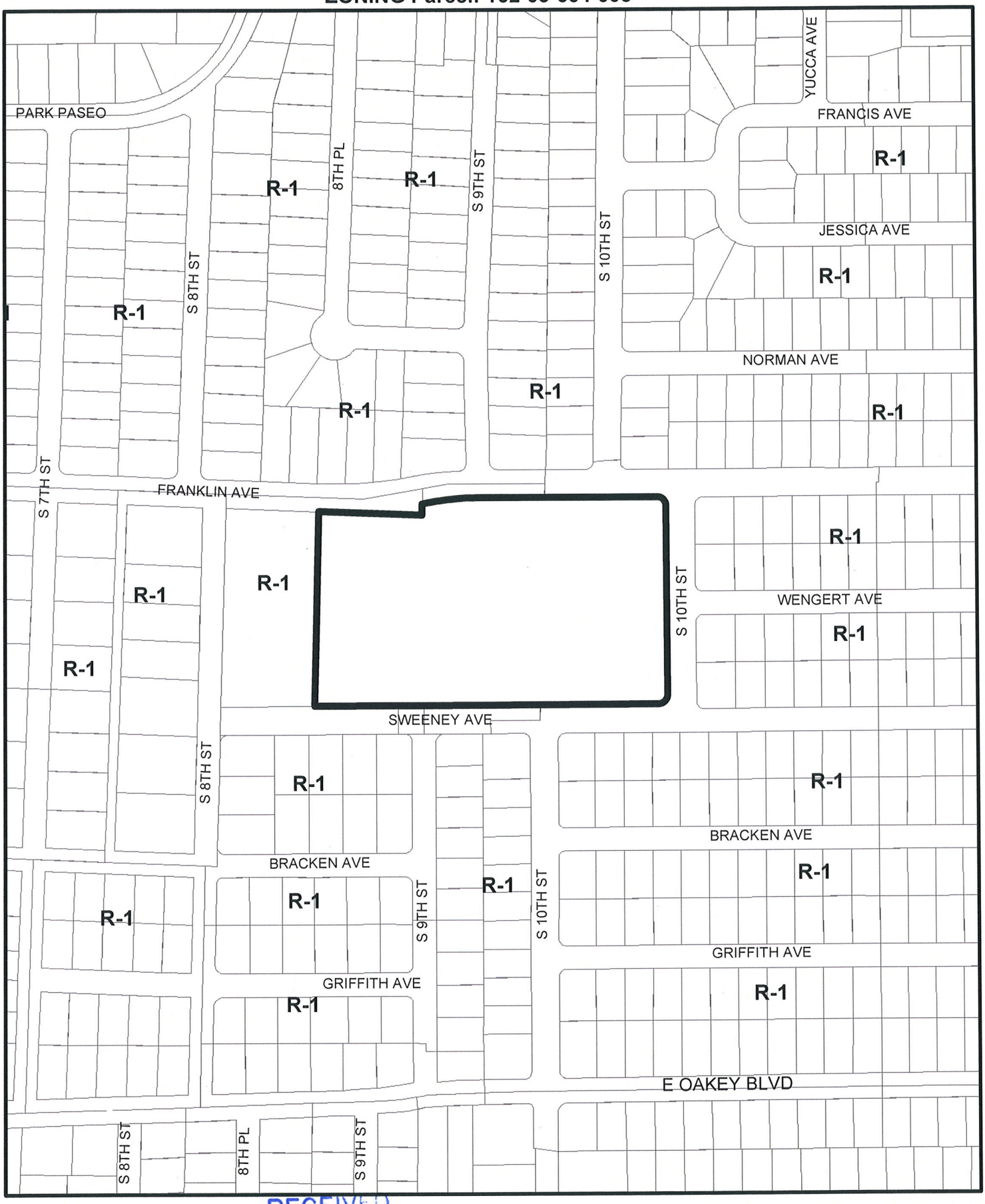
ZON-37852 From R-1 to C-V

Data Current as of: April 6, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept 702-229-6301

PLANNING & DEVELOPMENT

ZONING Parcel: 162-03-604-005



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From R-1 to C-V

ZON-37852

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PLANNING & DEVELOPMENT



ZON-37852 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
931 FRANKLIN AVENUE

04/22/10



ZON-37852 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
931 FRANKLIN AVENUE

04/22/10



ZON-37852 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
931 FRANKLIN AVENUE

04/22/10



ZON-37852 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
931 FRANKLIN AVENUE

04/22/10



ZON-37852 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
931 FRANKLIN AVENUE

04/22/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

April 7, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas NV 89101

RE: Application ZON-37852
Assessor's Parcel Number 162-03-604-005

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning classification of this site to C-V (Civic). Please call me at 229-6882 should you have any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

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ZON-37852

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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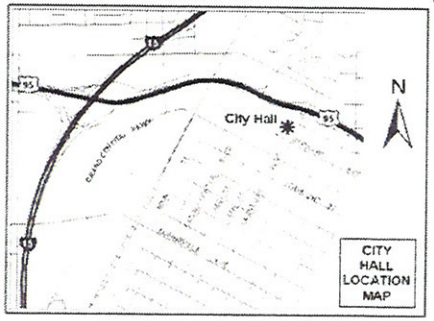

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37852

Planning Commission Meeting of 5/27/2010

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MAY 27 2010

Case: ZON-37852

16203611044
MILLAUDON PHILIP C JR & KELLY J
1037 BRACKEN AVE
LAS VEGAS NV 89104-1647

Submitted after final agenda
Date
Item 8p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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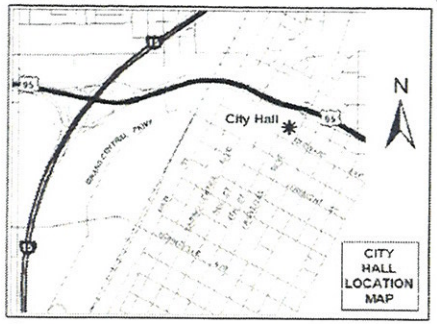

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☒ I OPPOSE this Request

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ZON-37852

Planning Commission Meeting of 5/27/2010

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MAY 24 2010

Case: ZON-37852

16203615001
~~HUFF SUSAN~~
8980 ECHO RIDGE DR
LAS VEGAS NV 89117-5400

Submitted after final agenda
Date
Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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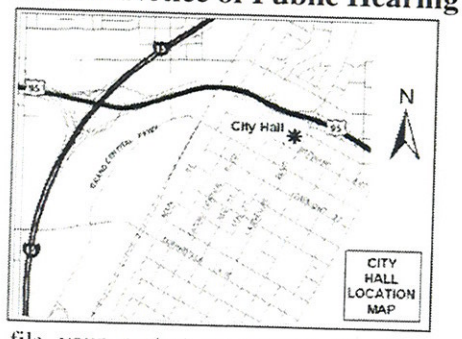

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37852

Planning Commission Meeting of 5/27/2010

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BOPP BARBARA A REV SEP PPTY TR
1213 S 7TH ST
LAS VEGAS NV 89104-1543

CAVDS11 89104

Submitted after final agenda
Date
Item 8A

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05/26/2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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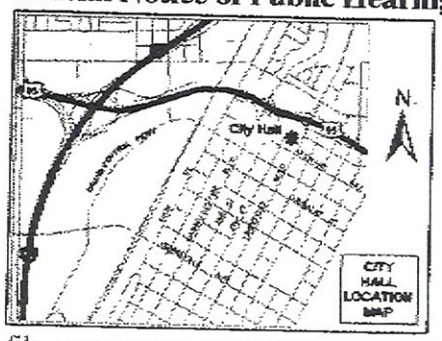

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37853

Planning Commission Meeting of 5/27/2010

13825111021 Case: ZON-37853
CORNELIUS ROBERT STANLEY
1442 N JONES BLVD
LAS VEGAS NV 89108-1621

CA 891 08

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MAY 26 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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2010 MAY 25 P 3:49

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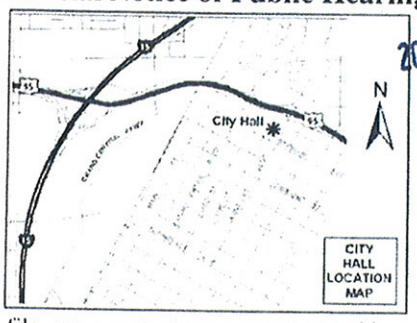
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37852

Planning Commission Meeting of 5/27/2010

Case: ZON-37852

16203613015
MARTINEZ ADRIANA
[redacted] 812 Sweeney Ave
LAS VEGAS NV 89110-[redacted]
89104

RECEIVED
MAY 26 2010

Submitted after final agenda

Date 5/25/10 Item 8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

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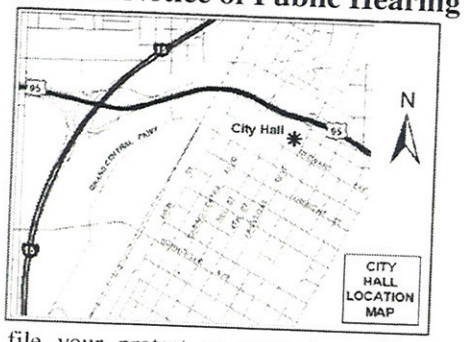

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ZON-37852

Planning Commission Meeting of 5/27/2010

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10 MAY 25 PM 1:13
PLANNING AND DEVELOPMENT

Case: ZON-37852
16203612055
PRATT MICHAEL M
1076 E BRACKEN AVE
LAS VEGAS NV 89104-1625

CAUTION BLACK

Submitted after final agenda.
Date
Item 8A

May 20 10 01:15p

p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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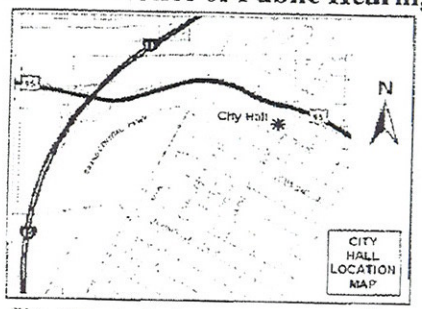

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37852

Planning Commission Meeting of 5/27/2010

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MAY 20 2010

16203514014
ADAMI CARL B
1114 FRANCIS AVE
LAS VEGAS NV 89104-1500

Case: ZON-37852

CAVDS11 89104

Date
Item 8A
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City of Las Vegas
Planning & Development Department
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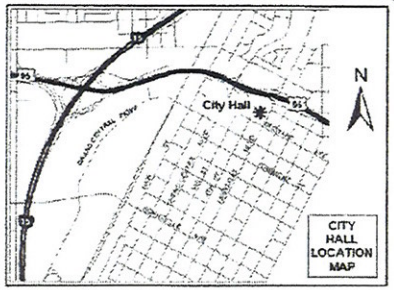

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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ZON-37852

Planning Commission Meeting of 5/27/2010

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MAILED FROM ZIP CODE 89101

Case: ZON-37852
16203515061
REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100

CAVDS11 89102

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MAY 20 2010

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Date
Item 8A

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Planning & Development Department
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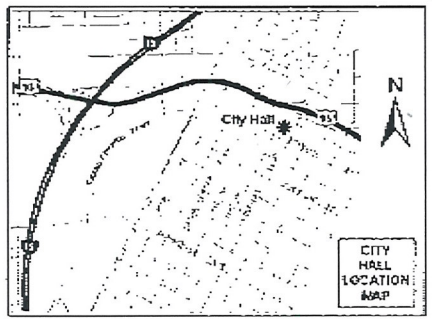

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ZON-37852

Planning Commission Meeting of 5/27/2010

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Case: ZON-37852

16203716001
TOURVILLE LAWRENCE & JOAN
910 E OAKEY BLVD
LAS VEGAS NV 89104-2802

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MAY 17 2010

8P

May-17-2010 08:09am From-NSTac FLEET MANGEMENT 702-295-7778 T-295 P.001/001 F-220

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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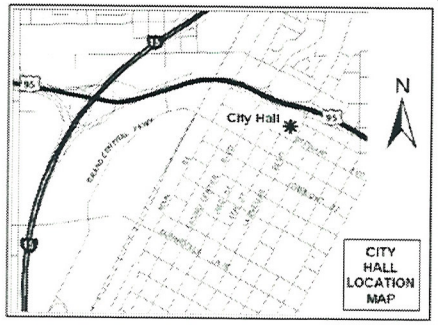

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37852
Planning Commission Meeting of 5/27/2010

It would be a great location for buses to pick up students & keep them off the very narrow streets.

Case: ZON-37852
16203611013
SCHELL RICHARD A & KATHLEEN A
1027 WENGERT AVE
LAS VEGAS NV 89104-1619

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MAY 19 2010

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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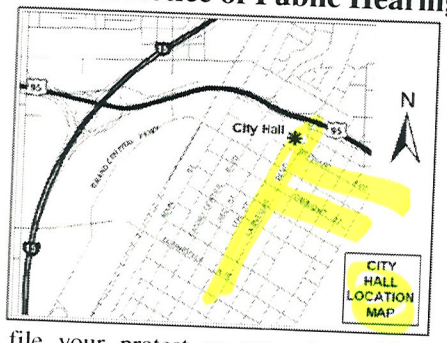

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-37852

Planning Commission Meeting of 5/27/2010

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RECEIVED MAY 19 2010

16203611076 Case: ZON-37852
WHITE-BUETTNER CARROL J REV TR
1020 E GRIFFITH AVE
LAS VEGAS NV 89104-1654

8A

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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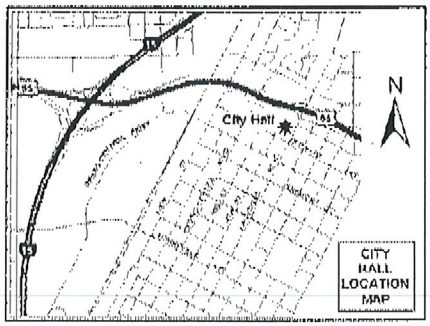

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: ZON-37852

16203612013
SIDA MIGUEL Z & A F 2006 LIV TR
9857 BRADFORD SUMMIT ST
LAS VEGAS NV 89183-6243

ZON-37852
Planning Commission Meeting of 5/27/2010

05-16-10

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MAY 17 2010

8A

Telephone Protest/ Approval Log

Meeting Date: 05/27/10 **Case Number:** ZON-37852

Date: 05/20/10
Name: George Stewart Jr
Address: 1140 S 10th St
Las Vegas NV 89104
Phone: 419-1426
☐ **PROTEST** ☒ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Date:
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☐ **PROTEST** ☐ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

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MAY 24 2010
Submitted after final agenda
Date Item 8A

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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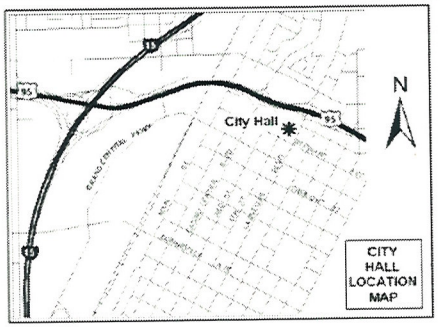

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ZON-37852
Planning Commission Meeting of 5/27/2010

Case: ZON-37852
16203515037
ASMUSSEN JEANNE
718 PARK PASEO ST
LAS VEGAS NV 89104-1532

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MAY 17 2010

731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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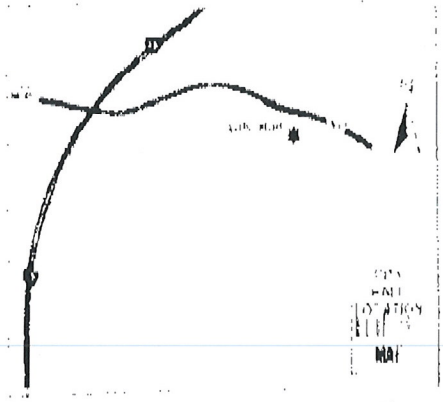

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☒ I SUPPORT the Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments

ZON-37852

Planning Commission Meeting of: 6/2/2010

Case ZON-37852

16203512016
STUPP CLAYTON C
1004 YUCCA AVE
LAS VEGAS NV 89104-1507

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MAY 17 2010

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Application Information

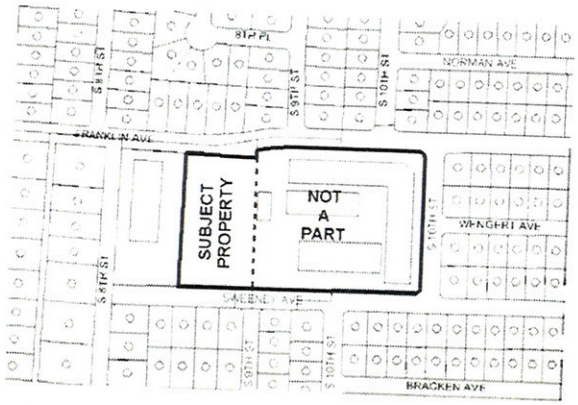
ZON-37852 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 7.45 acres at 931 Franklin Avenue (APN 162-03-604-005), Ward 3 (Reese).

My Question: What are they going to DO with it When Rezoned? Is it For the actual use By the school to enlarge classes - then ok if it is to Rent out to other Businesses then ABSOLUTELY NO

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

this is a Residential Neighborhood in Historic L.V.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 27, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Submitted after final agenda
Date
Item 8C

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

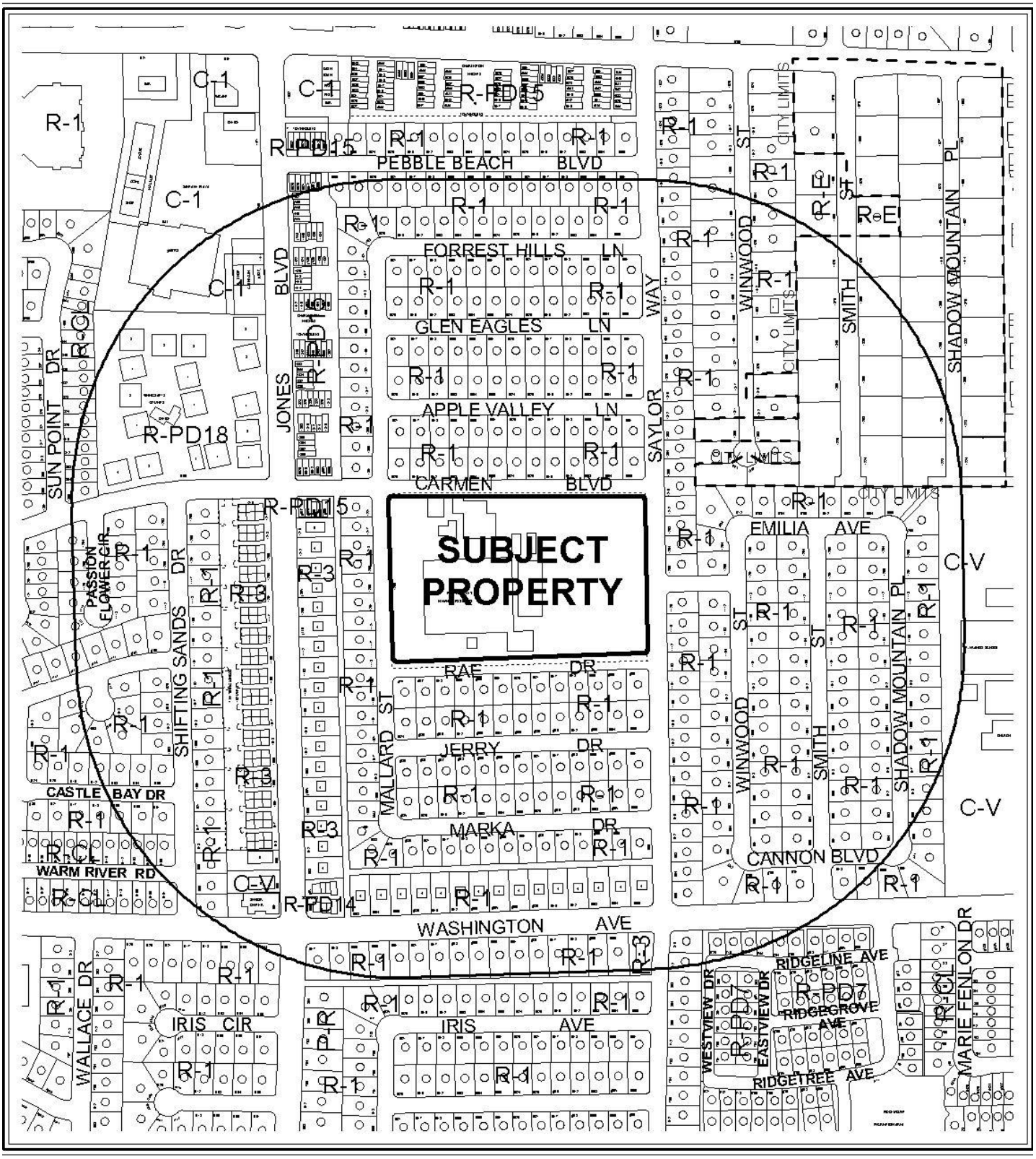
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-37853 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: C-V (CIVIC) on 9.50 acres at 1200 Mallard Street (APN 138-25-201-001), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item ZON-37853

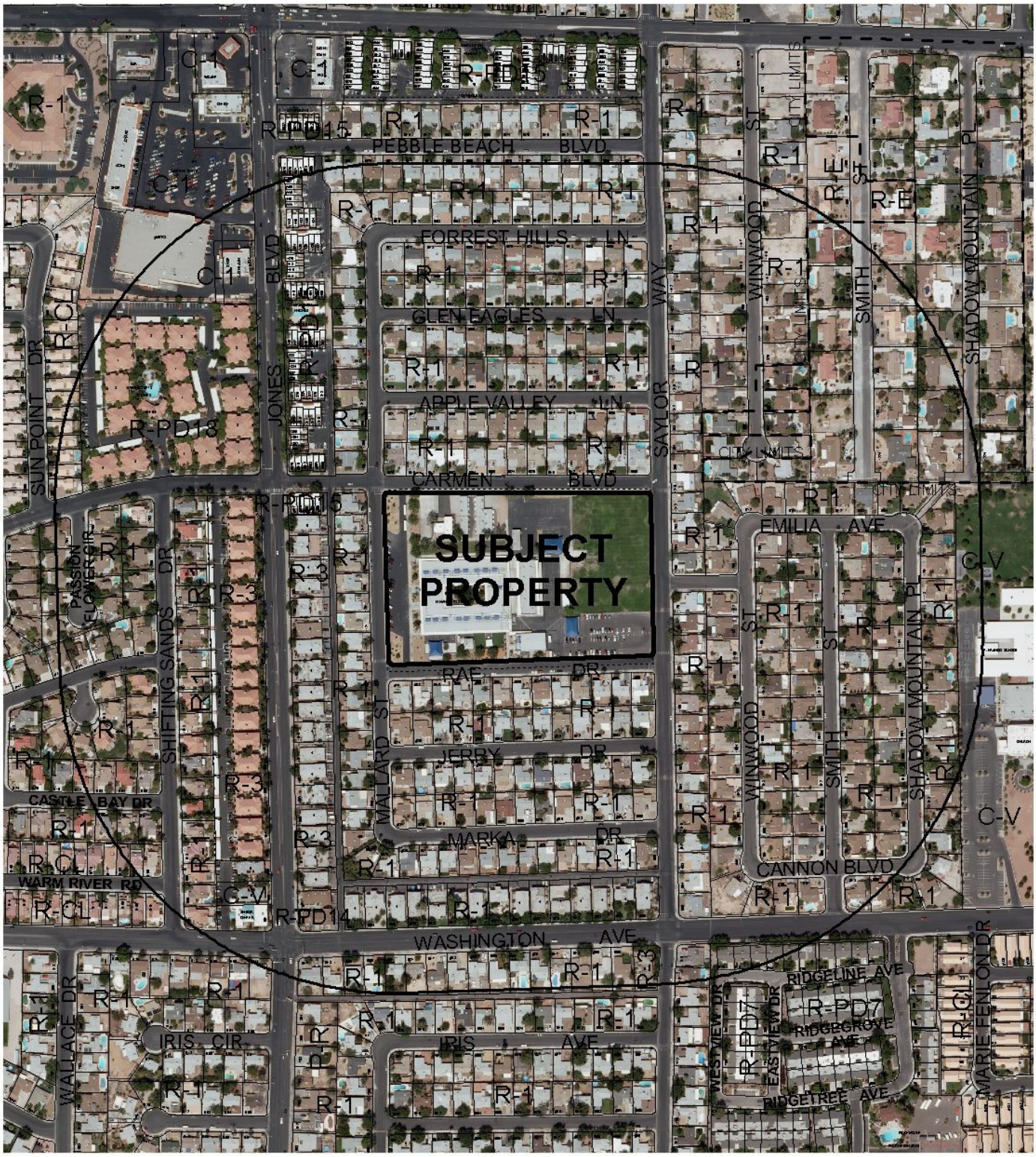


CASE: **ZON-37853**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



0 400 800 Feet

CASE: **ZON-37853**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-37853	Staff recommends APPROVAL.	

AO

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is an elementary school lot containing approximately 9.5 acres, located at 1200 north Mallard Street. The applicant is requesting a Rezoning from R-1 (Single Family Residential) to the C-V (Civic) district. The requested zoning district is consistent with the existing General Plan designation. If denied, the site will retain its existing Zoning and General Plan designation. Staff is recommending approval of this request as the requested Rezoning is compatible with the adjacent surrounding zoning districts.

ISSUES

- The proposed Rezoning will allow conformance with the current land use designation of PF (Public Facilities).
- The existing use of the subject site as an Elementary School is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designation.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/23/07	A Code Enforcement case (59158) was processed for construction taking place late at night at school. Code Enforcement closed the case on 01/22/10.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #9/ao).

Most Recent Change of Ownership	
07/20/62	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/25//99	A building permit (#99020598) was issued for a school addition. The project was completed on 10/25/99.

Pre-Application Meeting	
04/01/10	A pre-application meeting was conducted internally, as the City is the applicant for the request.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/22/10	During a routine field check staff observed a well maintained site.

Details of Application Request	
Site Area	
Gross Acres	9.5

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Elementary School	PF (Public Facility)	R-1 (Single Family Residential)
North	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

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

ANALYSIS

The subject site contains an existing elementary school, which is a permissible use in the proposed C-V (Civic) zoning district, and is allowed by the existing PF (Public Facilities) land use designation. The proposed Rezoning will bring site into conformance with the existing land use designation.

As the proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) General Plan designation, and the proposal is compatible with the surrounding land uses, staff is recommending approval of this request.

FINDINGS (ZON-37853)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) land use category and conforms to the General Plan.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed by the C-V (Civic) zoning district are compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The subject site has a land use designation of PF (Public Facilities). Rezoning of the subject site will allow conformance with the existing land use designation of the subject site.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is accessed from Rae Drive, a 50-foot local street. Access is adequate in size to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 569 (By City Clerk)

APPROVALS 2

PROTESTS 6

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-37853 APN: 138-25-201-001

Name of Property Owner: School Board of Trustees

Name of Applicant: City of Las Vegas

Name of Representative: Andy Reed

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: _____

REPRESENTATIVE

Signature of ~~Property Owner~~: _____

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 2nd day of April, 20 10

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

_____

Notary Public in and for said County and State

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 1200 Mallard Street

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-25-201-001 **Ward #** 5

General Plan: existing PF proposed _____ **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 9.50 acres **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER School Board of Trustees **Contact** Linda Perri

Address 2832 E. Flamingo Road **Phone:** 799-5214 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5205

E-mail Address LKPERRI@interact.ccsd.net

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Andrew P. Reed

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew P. Reed

Subscribed and sworn before me

This 2nd day of April, 20 10.

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

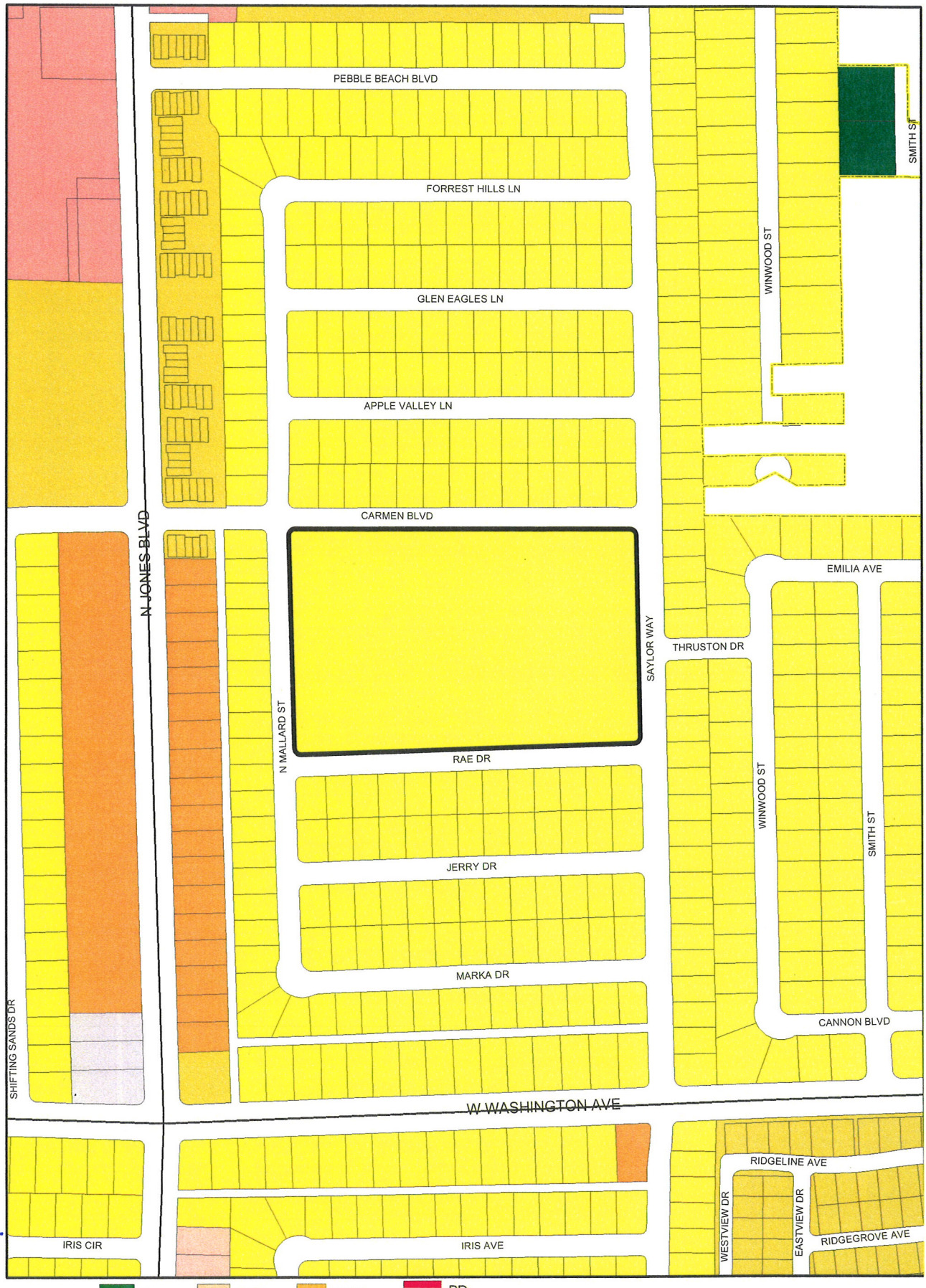
FOR DEPARTMENT USE ONLY

Case #	ZON-37853
Meeting Date:	5-27-10
Total Fee:	N/A
Date Received:*	4-7-10
Received By:	Reed

*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

REZONING Parcel: 138-25-201-001



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ZONING

U	R-MH	R-MHP	PD	
R-A	R-CL	P-R	T-D	
R-E	R-2	N-S	TC	
R-D	R-3	O	C-2	C-V
R-PD	R-4	C-D	C-M	C-PB
R-1	R-5	C-1	M	P-C

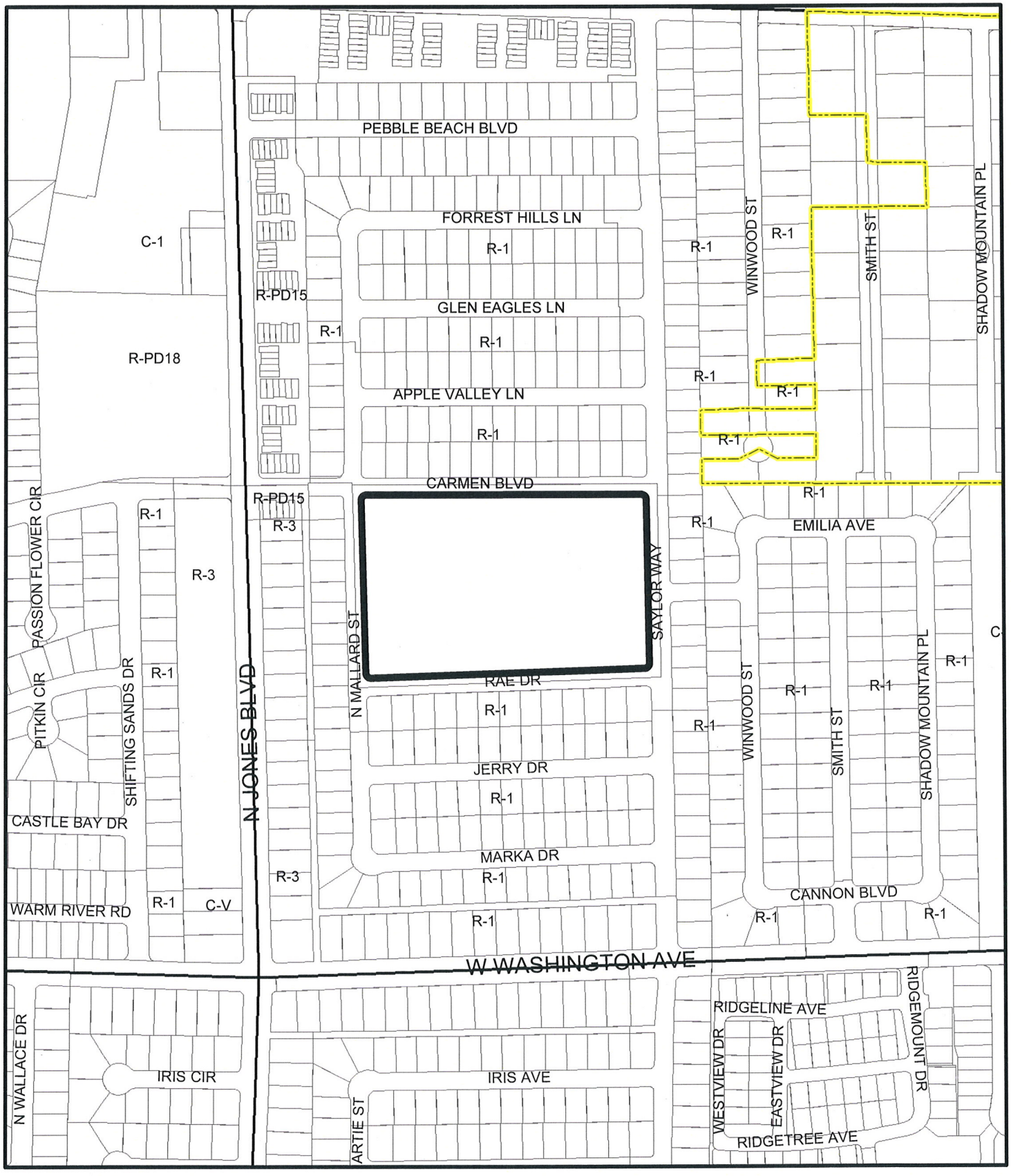
ZON-37853 from R-1to C-V

Data Current as of: April 6, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept 702-229-6301

PLANNING & DEVELOPMENT

ZONING Parcel: 138-25-201-001



From R-1 to C-V

ZON-37853

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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



ZON-37853 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
1200 MALLARD STREET

04/22/10



ZON-37853 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
1200 MALLARD STREET

04/22/10



ZON-37853 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
1200 MALLARD STREET

04/22/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

April 7, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas NV 89101

RE: Application ZON-37853
Assessor's Parcel Number 138-25-201-001

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning classification of this site to C-V (Civic). Please call me at 229-6882 should you have any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

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APR 09 2010

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

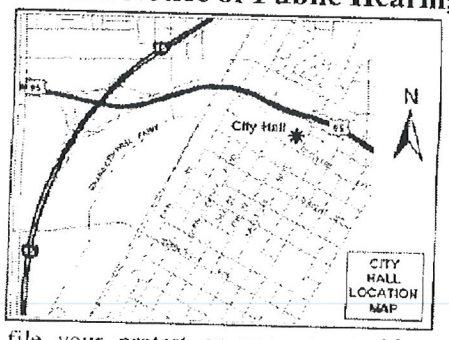
CITY OF LAS VEGAS NEVADA

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

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37853

Planning Commission Meeting of 5/27/2010

13825215036 Case: ZON-37853
URENO JULIO
2730 SANDY LN
LAS VEGAS NV 89115-4200

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MAY 18 2010

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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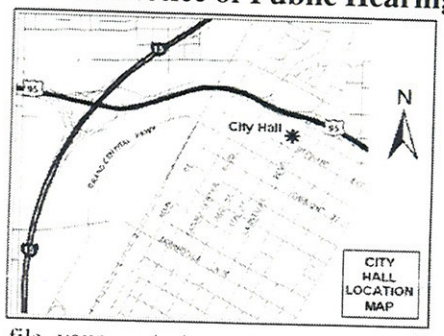
0004279218 MAY 14 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37853

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 24 2010

Case: ZON-37853

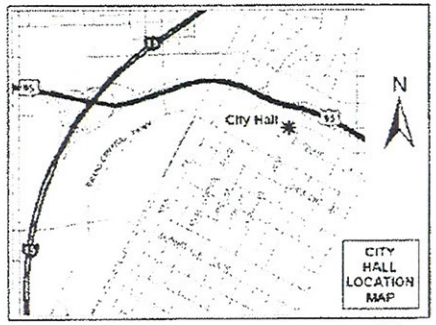
~~13825215031~~
KILLIAN TODD B
1004 SMITH ST
LAS VEGAS NV 89108-1558

Submitted after final agenda
Date
Item 9P

May 20 10 06:46a Health Physics 17028954819 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

ZON-37853
Planning Commission Meeting of 5/27/2010

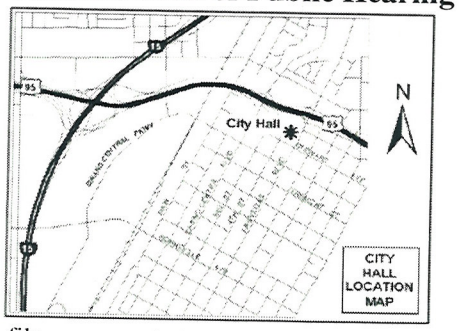
Case: ZON-37853
13825113032
SHORT DORIS M
5920 GLEN EAGLES LN
LAS VEGAS NV 89108-1552

RECEIVED
MAY 20 2010

Submitted after final agenda
Date
Item 9P

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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ZON-37853

Planning Commission Meeting of 5/27/2010

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MAILED FROM ZIP CODE 89101

RECEIVED
MAY 19 2010

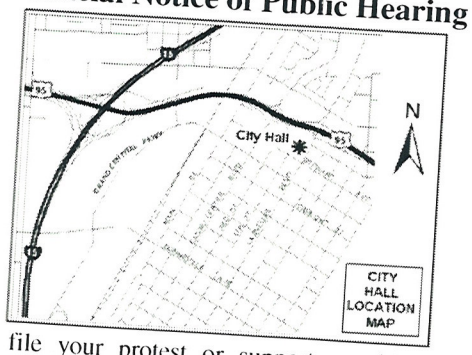
Case: ZON-37853

13825215023
WHEELER JAMES
1101 WINDWOOD ST
LAS VEGAS NV 89108-1542

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37853

Planning Commission Meeting of 5/27/2010

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RECEIVED
MAY 19 2010

13826619026 Case: ZON-37853
UYEG ELMO S LIVING TRUST
6101 WARM RIVER RD
LAS VEGAS NV 89108-1759

CAVDS11 89108

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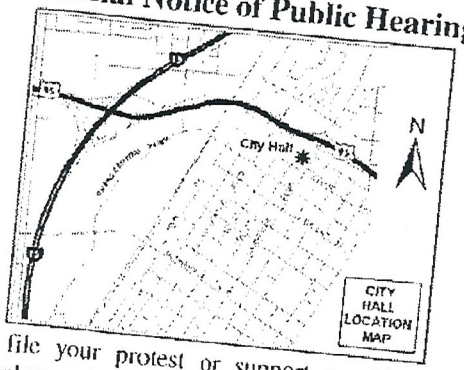
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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.

ZON-37853

Planning Commission Meeting of 5/27/2010

13826615086 Case: ZON-37853
JORDAN HELGA I LIVING TRUST
1101 SHIFTING SANDS DR
LAS VEGAS NV 89108-1747

RECEIVED
MAY 19 2010

9A

Telephone Protest/ Approval Log

Meeting Date: 05.27.10 **Case Number:** ZON-37853

Date: 05.17.10
Name: Gerald Grossman
Address: 1200 Saylor Way
Las Vegas NV 89108
Phone: 497 3797
[X] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
lame:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
RECEIVED
MAY 17 2010
Phone:
[ ] **PROTEST** [ ] **APPROVE**

9P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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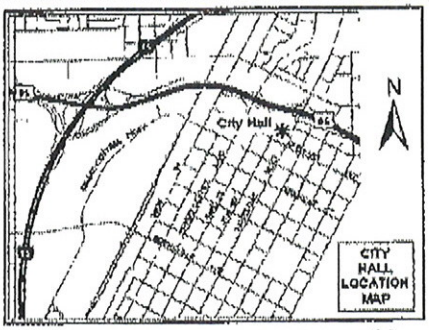
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: ZON-37853

13825113043
DREAMBUILDER INVESTMENTS L L C
%J & L TOPETE
9580 BEL SOLE CT
LAS VEGAS NV 89178-8258

ZON-37853

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 20 2010

Submitted after final agenda
Date Item 9A

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

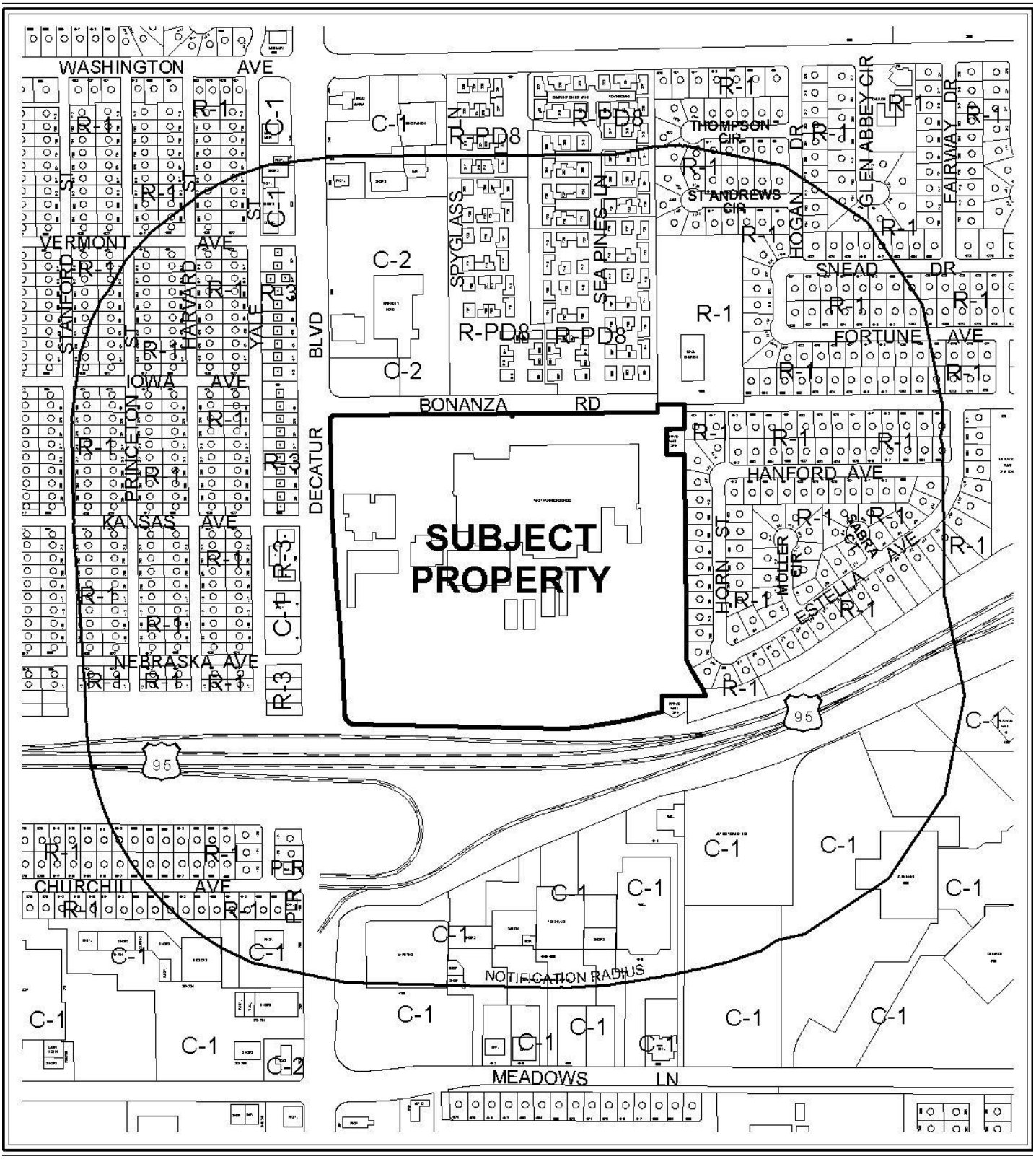
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-37854 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 36.28 acres at 4601 West Bonanza Road (APN 139-30-401-001), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item ZON-37854



0 500 1000 Feet

CASE: **ZON-37854**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 500 1000 Feet

CASE: **ZON-37854**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-37854	Staff recommends APPROVAL.	

GK

GK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to rezone property at 4601 West Bonanza Road from R-E (Residence Estates) to C-V (Civic), containing 36.28 acres. Currently, a Public School, Secondary is located on this lot. The lot is adjacent to existing residentially zoned properties and is already designated for PF (Public Facilities) land uses by the General Plan. As the proposed zoning conforms to the General Plan and the existing use is compatible with the existing surrounding land uses, staff recommends approval. If denied, the lot will remain designated R-E (Residence Estates) and the zoning designation will remain inconsistent with the existing land use designation.

ISSUES

- The proposed zoning would allow for conformance with the existing General Plan land use designation for this lot.
- The existing use of the subject site as a Public School, Secondary is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designations.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/13/03	A Code Enforcement citation (6743) was issued for graffiti at 4601 West Bonanza Road. The citation was closed by Code Enforcement on 01/22/10.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #10/gk).

Most Recent Change of Ownership	
07/15/58	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1961	The existing building was constructed.
06/28/01	A building permit (1011732) was issued for a tenant improvement at 4601 West Bonanza Road. The permit expired on 02/23/02.
05/02/06	A civil improvement plan (9569) was issued for classroom and administration buildings at 4601 West Bonanza Road. The permit was finaled on 12/06/07.

Pre-Application Meeting	
04/01/10	A pre-application meeting was conducted internally, as the City is the applicant for the request.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one conducted.

Field Check	
04/22/10	Staff conducted a field check on the indicated date. The following items were noted: • A well maintained lot containing a Public School, Secondary.

Details of Application Request	
Site Area	
Net Acres	36.28

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public School, Secondary	PF (Public Facilities)	R-E (Residence Estates)
North	Motor Vehicle Sales, New	GC (General Commercial)	C-2 (General Commercial)
	Condominiums	ML (Medium-Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units Per Acre)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Restaurant Vacant Lot	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 140 Feet	X		Y
Trails – Bonanza Trail	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

If approved, this request would rezone the subject site from R-E (Residence Estates) to C-V (Civic). Such action would conform to the existing PF (Public Facilities) General Plan land use designation on this lot. The C-V (Civic) zoning district is intended to provide for existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, and other public utility facilities. Rezoning of this lot is appropriate, as the proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) General Plan designation, the existing public school use is a permissible use in the C-V (Civic) zoning district, and the zoning is compatible with the surrounding adjacent land uses. Staff therefore recommends approval.

FINDINGS (ZON-37854)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The site is designated PF (Public Facilities) on the Southeast Sector Land Use Plan Map of the General Plan. The proposed C-V (Civic) zoning designation is in conformance with the existing General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The potential uses allowed in the proposed C-V (Civic) district are appropriate for the area, which is developed with predominantly single-family residential uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

The subject site has a land use designation of PF (Public Facilities). Rezoning of the subject site will allow conformance with the existing land use designation of the subject site.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

Access to this site is provided from Bonanza Road, a fully improved 70-foot wide Collector Street as designated by the Master Plan of Streets and Highways. The existing school facility is sufficiently served by existing roadway facilities.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 569 (By City Clerk)

APPROVALS 1

PROTESTS 2

GK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-37854 APN: 139-30-401-001

Name of Property Owner: School Board of Trustees

Name of Applicant: City of Las Vegas

Name of Representative: Andy Reed

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: _____

REPRESENTATIVE

Signature of ~~Property Owner~~: Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 2nd day of April, 2010

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

Nora Lares

Notary Public in and for said County and State

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 4601 West Bonanza Road

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-30-401-001 **Ward #** 5

General Plan: existing PF proposed _____ **Zoning:** existing R-E proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 36.28 acres **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER School Board of Trustees **Contact** Linda Perri

Address 2832 E. Flamingo Road **Phone:** 799-5214 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5205

E-mail Address LKPERRI@interact.ccsd.net

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Andrew P. Reed

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew P. Reed

Subscribed and sworn before me

This 2nd day of April, 2010.

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

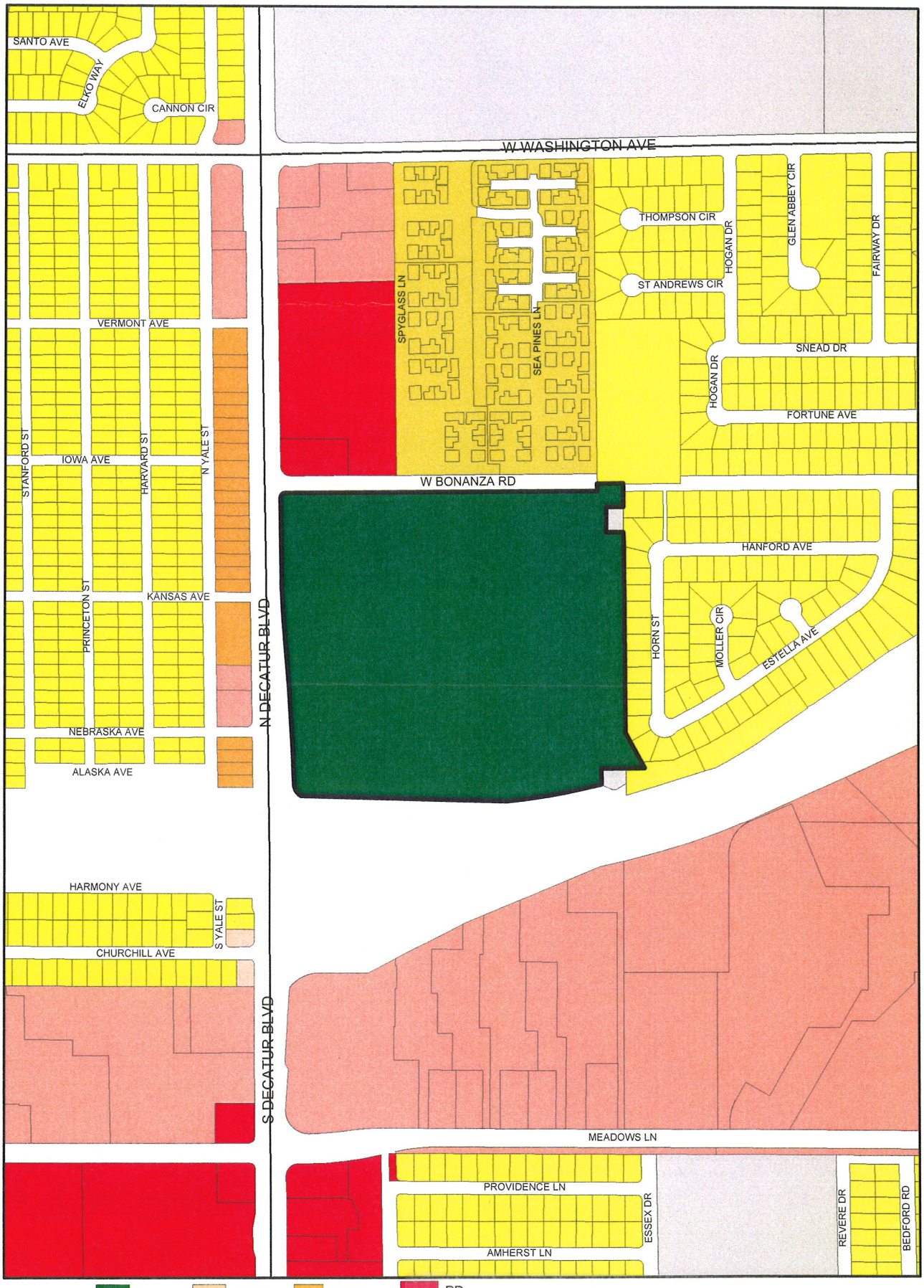
FOR DEPARTMENT USE ONLY

Case #	ZON-37854
Meeting Date:	5-27-10
Total Fee:	N/A
Date Received:*	4-7-10
Received By:	A Reed

*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

REZONING Parcel: 139-30-401-001



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ZONING

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	R-E	R-2	N-S	TC
C-V	R-D	R-3	O	C-2
C-PB	R-PD	R-4	C-D	C-M
P-C	R-1	R-5	C-1	M

From R-E to C-V

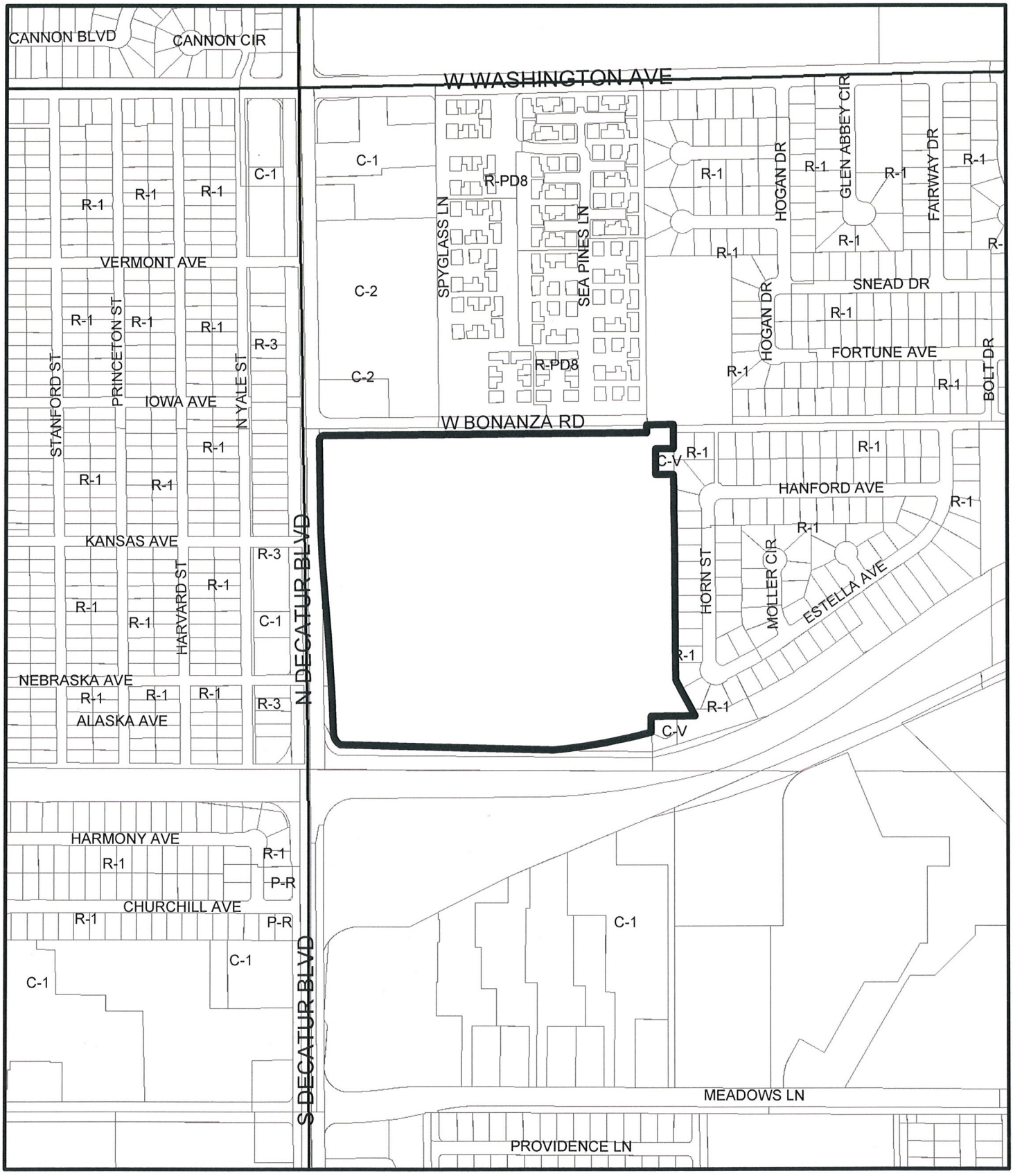
ZON-37854

Data Current as of: April 6, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept 702-229-6301

PLANNING & DEVELOPMENT

ZONING Parcel: 139-30-401-001



RECEIVED

APR 09 2010

From R-E to C-V

ZON-37854

Data Current as of: April 7, 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301



ZON-37854 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
4601 WEST BONANZA ROAD

04/22/10



ZON-37854 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
4601 WEST BONANZA ROAD

04/22/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

April 7, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas NV 89101

RE: Application ZON-37854
Assessor's Parcel Number 139-30-401-001

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning classification of this site to C-V (Civic). Please call me at 229-6882 should you have any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

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APR 09 2010

CITY OF LAS VEGAS NEVADA

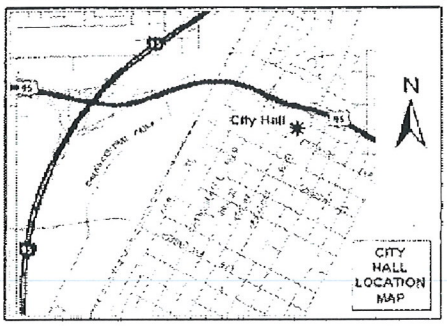
07101-001-06-09

ZON-37854

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
31 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.

ZON-37854
Planning Commission Meeting of 5/27/2010

Case: ZON-37854
13930316013
NAPOLEON JOHN J SR & DOLORES
4417 ST ANDREWS CIR
LAS VEGAS NV 89107-2075

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MAY 17 2010

IDP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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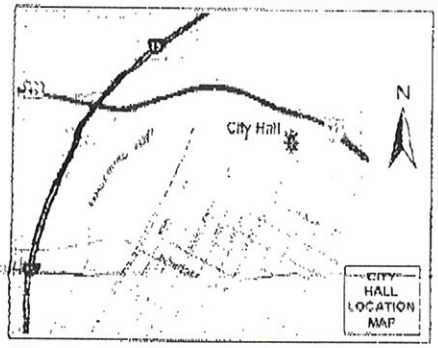

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37854

Planning Commission Meeting of 5/27/2010

Case: ZON-37854

13930316006
HARRISON BRYANT
12101 HADLEY ST
WHITTIER CA 90601-3913

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MAY 20 2010

Submitted after final agenda
Date Item 10P

001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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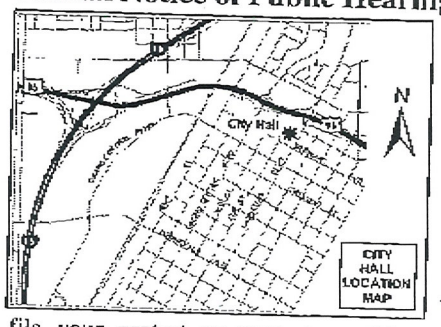
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37854

Planning Commission Meeting of 5/27/2010

Case: ZON-37854

13836514018
MARGISON ROBERT L JR REV TR
2300 PEARL CREST ST
LAS VEGAS NV 89134-6732

RECEIVED
MAY 17 2010

10A

05/17/2010 09:33 FAX

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

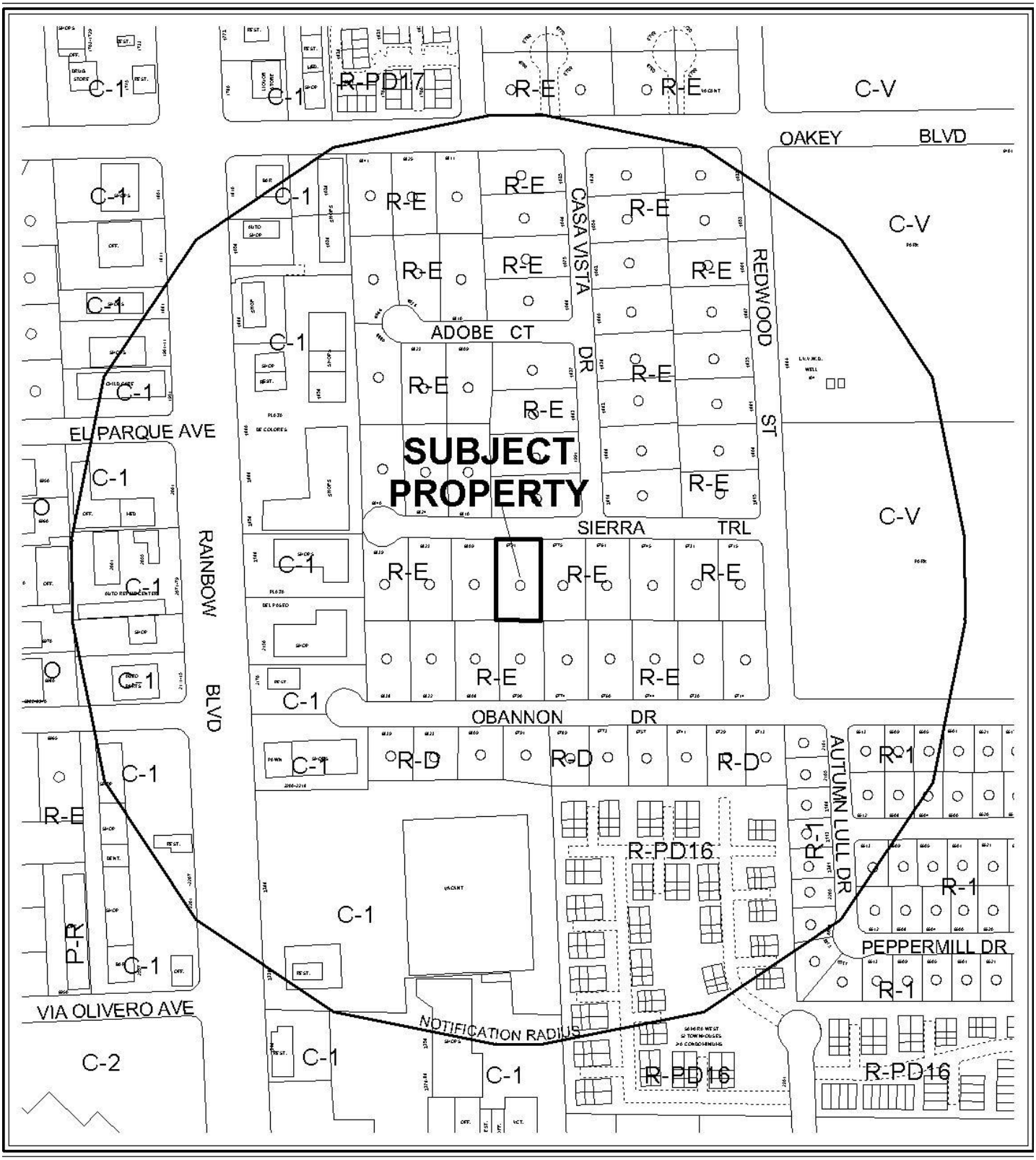
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37831 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SANDRA LIPPINCOTT - Request for a Variance TO ALLOW AN EXISTING 316 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS II) WITH A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED on 0.46 acres at 6791 Sierra Trail (APN 163-02-311-006), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item VAR-37831



0 300 600 Feet

CASE: **VAR-37831**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 300 600 Feet

CASE: **VAR-37831**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: SANDRA LIPPINCOTT

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-37831	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

VAR-37831 CONDITIONS

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the proposed structure. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. 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 within 60 days of final approval.

3. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
July 7, 2010 – City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow an existing 316 square-foot Accessory Structure (Class II) with a zero-foot side yard setback where three feet is required at 6791 Sierra Trail. The accessory structure was built without a permit. As a result, a self-imposed hardship was created by building the Accessory Structure (Class II) that does not meet code requirements for building setback along the east property line. Therefore, staff recommends denial. If denied, the accessory structure will have to be relocated in order to meet the requirements of Title 19 standards prior to obtaining the necessary building permits.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/28/86	The City Council approved the request for Annexation (A-0009-85) of land containing approximately one thousand four hundred seventy acres, generally located south of Charleston Boulevard, between Torrey Pines Drive and Fort Apache Road. The Planning Commission and staff recommended approval of the request.
08/31/09	A Code Enforcement case (#81402) was processed for an outbuilding in violation of the side property line setback requirements. The building is zero feet from the property line. The case is currently open.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #31/rg).

Most Recent Change of Ownership	
04/15/77	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/20/76	A building permit (B76-7048) was issued by Clark County for a Single Family Residence at 6791 Sierra Trail.
01/08/96	A building permit (#96000488) was issued for a reroof at 6791 Sierra Trail. The project was completed on 02/05/96.

Pre-Application Meeting	
03/29/10	A pre-application meeting was held with the applicant where elements of submitting for Variance for an Accessory Structure (Class II) to allow a zero-foot side yard setback were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting. • A one hour fire rating wall and eaves are required when a structure is less than 5 feet from the property line, per the Building and Safety Department representative.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	Staff conducted a site visit and noted a well maintained single family residential lot.

Details of Application Request	
Site Area	
Net Acres	0.47

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
South	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
West	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.08.040, the following development standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	20,360 SF	Y
Min. Lot Width	100 Feet	105 Feet	Y
Min. Setbacks (Accessory Structure)			
• Front	Not Allowed	N/A	N/A
• Side (W)	3 Feet	93 Feet	Y
• Side (E)	3 Feet	0 Feet	N
• Rear	3 Feet	16 Feet	Y
Min. Distance Between Buildings	10 Feet	58 Feet	Y

ANALYSIS

The property is within the Rural Preservation Overlay District of the Title 19.06 Special Purpose and Overlay District. This site meets the requirement and existing accessory structure will not increase the density. Lot coverage does not apply in the R-E (Residence Estates) district.

The Accessory Structure (Class II) was constructed on the site without a building permit, and is the subject of an open Code Enforcement case (#81402). The accessory structure has a setback along the east property line of zero feet. Per Title 19.08.040 (B)(1)(d)(i): "Detached accessory structures (excluding patio covers) in the rear yard area must be located a minimum distance of three feet from the side and rear property lines." The structure is fixed to the ground and cannot be moved without the reconstruction of the structure in order to meet setback requirements. Staff recommends denial of this request because no evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by building the Accessory Structure (Class II) that does not meet code requirements for building setback along the east property line. Reconstruction of the Accessory Structure (Class II) at the proper setback would allow conformance to the Title 19 requirements.

FINDINGS (VAR-37831)

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 building the Accessory Structure (Class II) that does not meet code requirements for building setback along the east property line. Reconstruction of the Accessory Structure (Class II) at the proper setback would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

There was one neighbor in opposition at the Planning Commission hearing. A petition was submitted.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

NOTICES MAILED 109 (By City Clerk)

APPROVALS 4

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37831** APN: 163-02-311-006

Name of Property Owner: Sandra Lippincott

Name of Applicant: Same

Name of Representative: Brent and Patricia Conrad

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: Sandra Lippincott

Print Name: Sandra Lippincott

Subscribed and sworn before me

This 26 day of March, 2010

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEVIN J. MACKEY
Appt. No. 05-97015-1
My Appt. Expires April 28, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Sandra Lippincott

Project Address (Location) 6791 Sierra Trail L.V., NV.

Project Name Shed **Proposed Use** Storage

Assessor's Parcel #(s) 163-02-311-006 **Ward #** 1

General Plan: existing X proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage N/A **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Sandra Lippincott **Contact** _____

Address 6791 Sierra Trail **Phone:** 873-4369 **Fax:** _____

City Las Vegas **State** NV. **Zip** 89146

E-mail Address _____

APPLICANT same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Brent + Patricia Conrad **Contact** 379-3060 / 400-3261

Address 5336 Elkhorn Road **Phone:** 645-0969 **Fax:** 656-3556

City LAS Vegas **State** NV **Zip** 89131

E-mail Address wbc12@cox.net

Property Owner Signature* Sandra Lippincott

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name SANDRA LIPPINCOTT

Subscribed and sworn before me

This 26 day of March, 20 10.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEVIN J. MACKEY
Appt. No. 05-97015-1
My Appt. Expires April 28, 2013

FOR DEPARTMENT USE ONLY

Case #	VAR-37831
Meeting Date*	05/27/10
Total Fee:	$830.00
Date Received:*	04/01/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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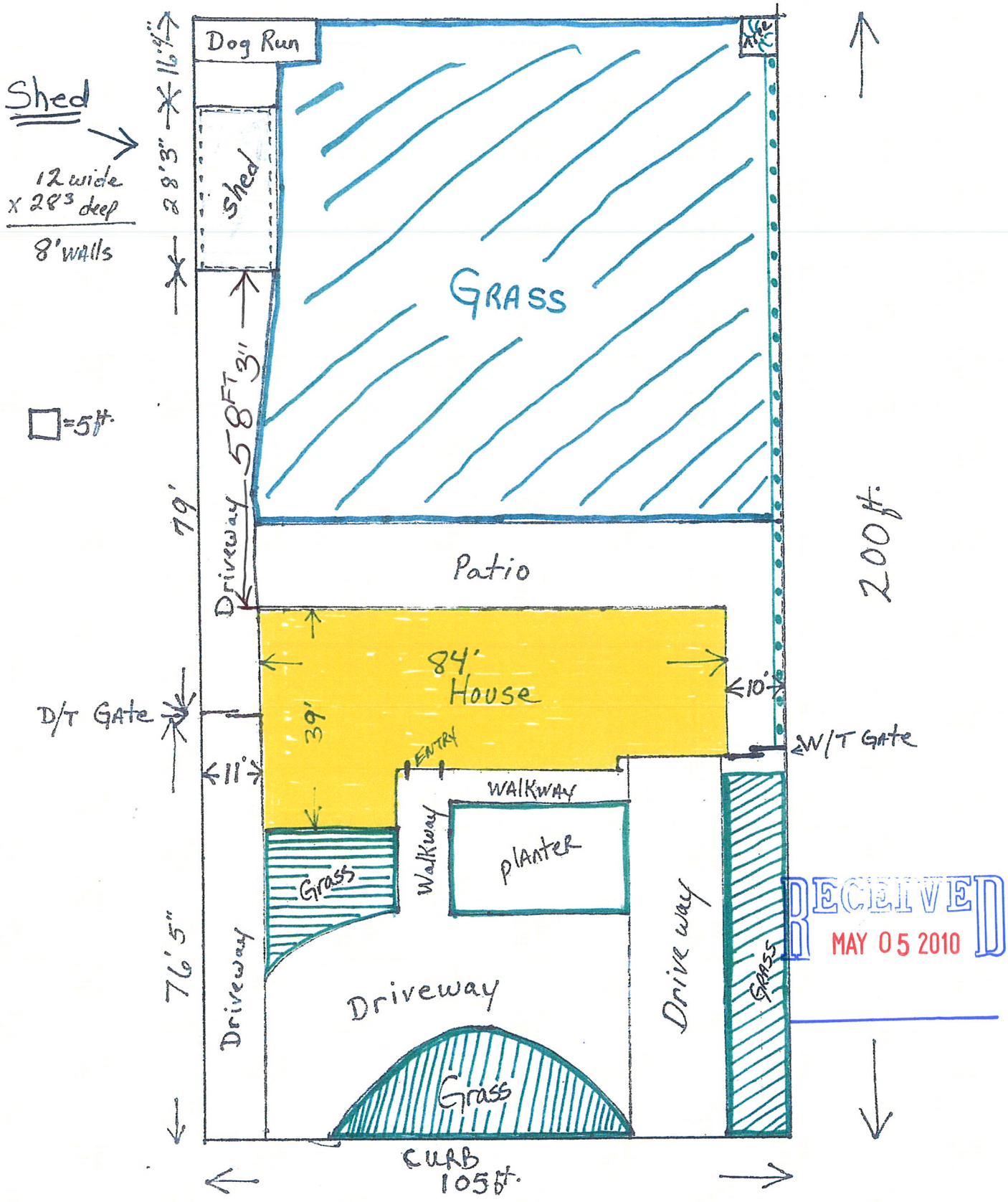

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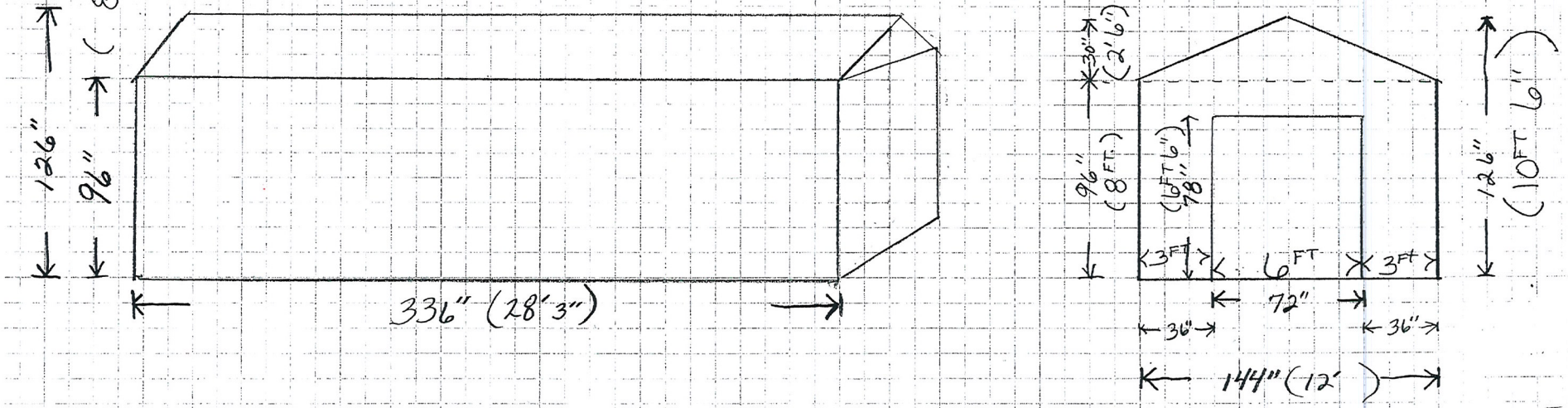
MAY 05 2010

VAR-37831
REVISED

Shed @ rear of property

Stucco sided
Grey tile roof



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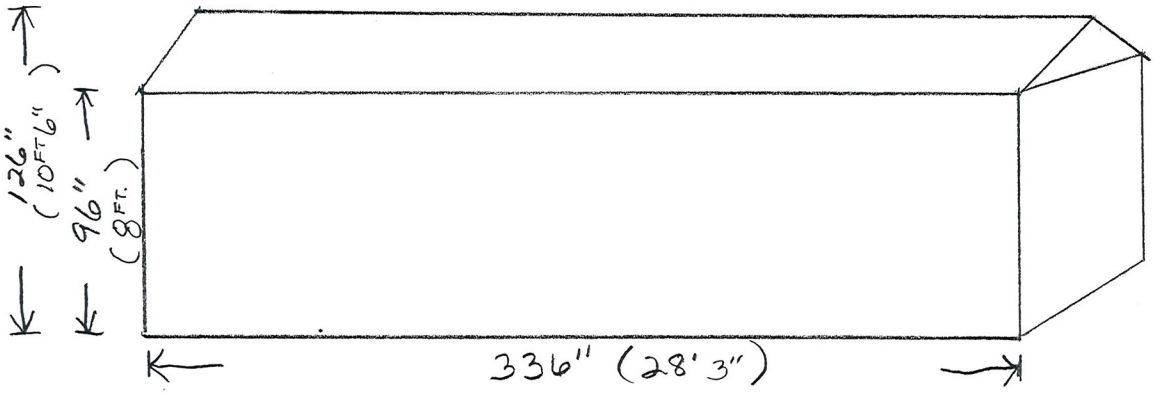
MAY 05 2010

VAR-37831
REVISED

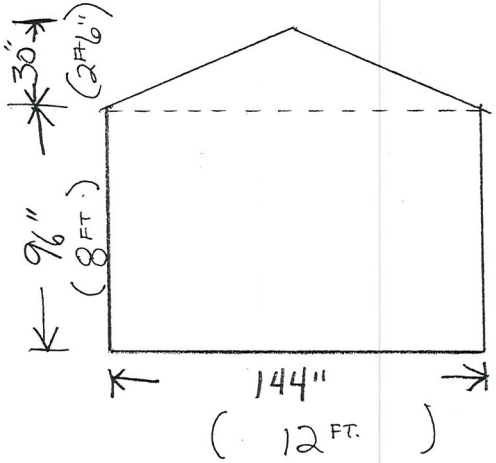
Stucco Sided
Tile Roof

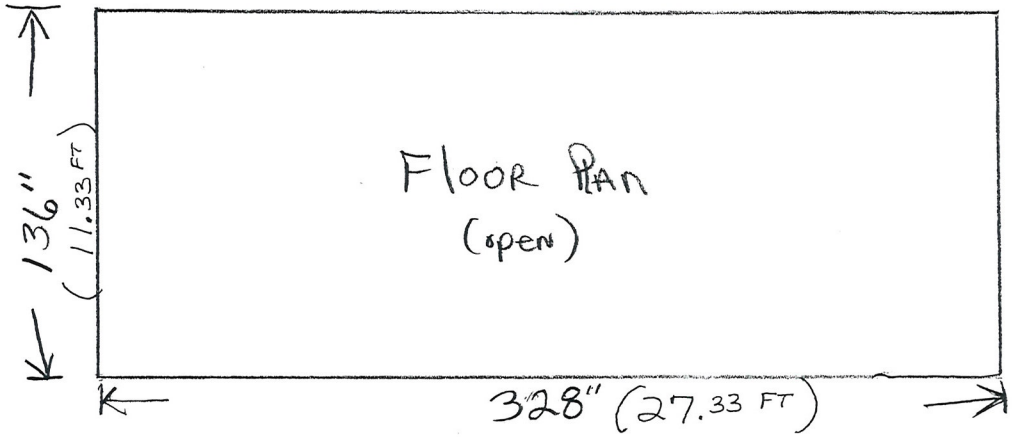
Shed @ Rear of property

EAST Side



South side





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MAY 05 2010

VAR-37831
REVISED









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APR 09 2010

VAR-37831









RECEIVED
APR 09 2010

VAR-37831



VAR-37831 - APPLICANT/OWNER: SANDRA LIPPINCOTT
6791 SIERRA TRAIL

04/22/10



VAR-37831 - APPLICANT/OWNER: SANDRA LIPPINCOTT
6791 SIERRA TRAIL

04/22/10

March 31, 2010

RE: 6791 Sierra Trail
Las Vegas, NV

To City of Las Vegas,

While I am representing my mother Sandra Lippincott, in regards to the existing storage facility located on her property, we have learned that a variance is needed to keep this building in compliance with the City of Las Vegas. The building has been located in the southeast corner of her property since 1979. My father had the shed built back when the parcel was located in the County, but has since been annexed into the City. We have searched for a copy of the original permit to no avail, and due to the fact that he passed away in 2005, have little doubt that we will find it. I understand that a neighbor has filed a complaint regarding this matter, but knowing he has lived next door for 19 years with no mention of disapproval, cannot understand why at this time his has made a complaint. We are trying to correct this matter by requesting a variance. The shed has been improved since originally built, by adding stucco finish and a tile roof to match the new roof and siding of the main home structure. We did find the copy of the permit issued by the City of Las Vegas when my father had the home reroofed in 1996, therefore showing he was the type of person to do things by correct standards.

We feel that asking my mother to have the shed moved to a different location on the property would cause her further financial hardship, as she has not the income to do so. Any suggestions regarding this matter would greatly be appreciated.

Thank you for your help,

Patricia L Conrad

Patricia Conrad

702-400-3261

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APR 01 2010
VAR-37831

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

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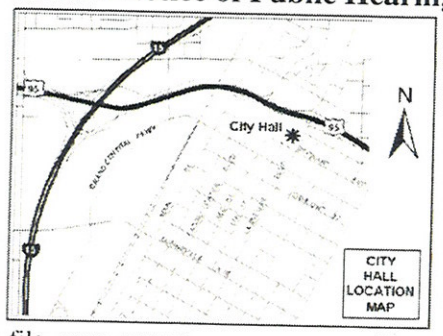

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37831

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 24 2010

Case: VAR-37831

16302310009
JOHNSON FAMILY TRUST
P O BOX 80063
LAS VEGAS NV 89180-0063

CA4051 8180

Submitted after final agenda
Date
Item 31P

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 MAY 14 2010
MAILED FROM ZIP CODE 89101

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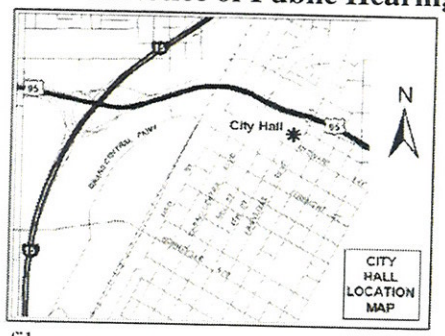
Official Notice of Public Hearing



If we let these variances go thru - we will have no control over keeping our neighborhood as required by the set-backs.

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LOTS ARE LARGE ENOUGH to accomodate the required set backs.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37831

Planning Commission Meeting of 5/27/2010

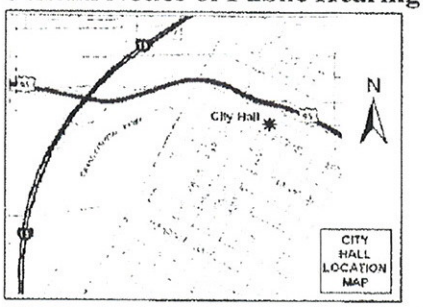
Case: VAR-37831
16302310012
ABNEY JANET T LIVING TRUST
6823 ADOBE CT
LAS VEGAS NV 89146-2920

RECEIVED
MAY 25 2010

Submitted after final agenda
Date
Item 31P

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-37831

Planning Commission Meeting of 5/27/2010

Case VAR-37831
16302310029
LANDSBERGER BRIAN J & DONG M
6775 SIERRA TRL
LAS VEGAS NV 89146-2907

We oppose the requested code variance, VAR-37831.

Among all neighborhood properties, our property is the most negatively affected by the variance. Our west property line is the east property line of 6791 Sierra Trail and the accessory structure is directly on 28 ft of that line.

The structure in its current location is detrimental to the appearance of our backyard.

The structure in its current location likely lowers the resale value of our property.

We request that the code be enforced, and that within a reasonable time, the structure be either removed, moved or rebuilt so as to comply with all current codes.

Brian J Landsberger Dong M Landsberger 20 May 2010

RECEIVED
MAY 20 2010

Submitted after final agenda
Date Item 31 P

Neighborhood Signature Request
Re: Sandra Lippincott
6791 Sierra Trail Las Vegas, NV

Support

The following signatures represent neighbors whom have found no disturbance regarding the shed located in the rear yard of Mrs. Lippincott's residence. The shed in question does not impose, disrupt or disturb, in any way, the neighbors who have signed below.

Name	*Date*
Diego Montes	11-17-09
2011 CASAVISTA DR.	702-221-7623.
TERESita CHilotta	702-368-4205
6809 SIERRA Trail	11-17-09
6790 O'Bannon Tori Gallagher Patrick Gallagher	11-17-09

Submitted at Planning Commission

Date 5/5/2010 Item 31

252-4243 David Swallos

Nick Foskaris

339-3837 DANA

2780 El Camino 960-0548

after 2 p.m

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

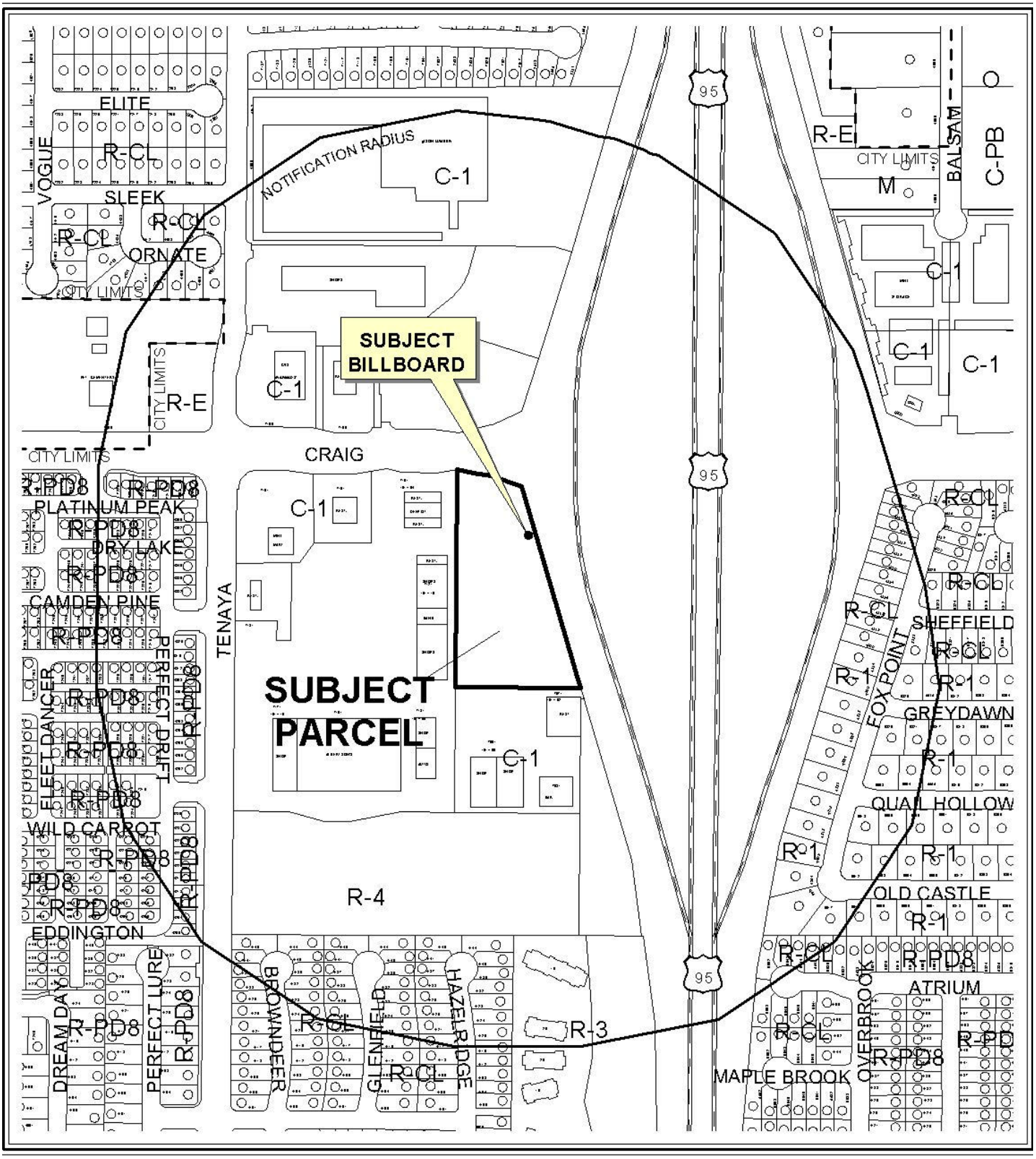
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37837 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CRAIG 95, LLC – Appeal filed from the denial by the Planning Commission of a request for a Variance TO INCREASE THE HEIGHT OF AN EXISTING 14-FOOT BY 48-FOOT OFF-PREMISE SIGN TO 47 FEET WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED on 3.52 acres at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter Submitted by Ali Kaveh (Platinum Realty)
7. Backup referenced from the May 27, 2010 Planning Commission Meeting Item VAR-37837



CASE: VAR-37837

RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: VAR-37837

RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

PLANNING COMMISSION MEETING DATE: MAY 27, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CRAIG 95, LLC

** STAFF RECOMMENDATION(S) **

The Planning Commission (6-1 vote/se) and Staff recommended DENIAL.

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-37837	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

VAR-37837 CONDITIONS

Planning and Development

1. The sign height shall be limited to 47 feet, measured from grade to the top of the sign.

2. Conformance to the conditions for Special Use Permit (SUP-4694).

3. This approval shall be void two years from the date of final approval, unless a building permit is issued for the Off-Premise sign. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JG

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Variance (VAR-37837) to raise an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign to 47 feet at 7075 West Craig Road. The existing Off-Premise Sign is located on the northeast corner of the subject property. A 41,097 square-foot shopping center is under construction at the subject site and due to the positioning of the buildings the Off-Premise Sign visibility is partially obscured. Staff cannot support this Variance request, since the hardship was self-imposed by the site design. If the application is denied, the Off-Premise Sign would remain at 40 feet in height.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/21/04	The City Council approved a request for Rezoning (ZON-3197) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres adjacent to the southwest corner of Craig Road and U.S. 95 Freeway. The Planning Commission recommended approval.
11/17/04	The City Council approved a request for a Special Use Permit (SUP-4694) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 7075 West Craig Road. The Planning Commission recommended approval.
08/01/07	The City Council approved a request for a Site Development Plan Review (SDR-19643) for a 37,925 square-foot commercial center and waivers of perimeter landscape buffer standards to allow no landscaping along the south and east property lines where an eight-foot wide buffer is required and a two-foot wide buffer along a portion of the north property line where an eight-foot wide buffer is required on 3.53 acres on the south side of Craig Road, west of U.S. 95. The Planning Commission and staff recommended approval.
08/01/07	The City Council approved a request for Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of U.S. 95. The Planning Commission recommended approval.
02/28/08	The Planning Commission approved a request for a Major Amendment of a previously approved Site Development Plan Review (SDR-25484) for a proposed 41,097 square-foot shopping center on 3.53 acres adjacent to the south side of Craig Road, west of U.S. 95. Staff recommended approval.

10/01/08	The City Council approved a request for a Special Use Permit (SUP-29027) for a proposed Pawnshop with a waiver to allow a zero-foot distance separation to another Financial Institution specified where 1,000 feet is required at the southwest corner of U.S. 95 and Craig Road. The Planning Commission recommended approval and staff recommended denial.
12/18/08	A Code Enforcement case (72905) was processed for refuse and waste on property at 7075 West Craig Road. Code Enforcement closed the case on 01/15/09.
01/07/09	The City Council approved a request for a Required Review (RQR-30484) of a previously approved Special Use Permit (SUP-4694) for a 40-foot tall, 14-foot by 48-foot Off-premise Sign at 7075 West Craig Road. The Planning Commission and staff recommended approval.
07/09/09	The Planning and Development Department administratively approved a request for a Minor Site Development Plan Review (SDR-34582) for a restaurant with drive-through and a reduction in square footage of an approved shopping center with a waiver to allow a zero-foot perimeter landscape buffer where two feet was approved on 3.53 acres adjacent to the south side of Craig Road, west of U.S. 95.
09/02/09	The City Council approved a request for an Extension of Time (EOT-35333) of a previously approved Rezoning (ZON-19647) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 3.53 acres on the south side of Craig Road, west of U.S. 95.
05/27/10	The Planning Commission (6-1 vote/se) recommended DENIAL (PC Agenda Item #32/jg).

Most Recent Change of Ownership	
07/13/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/18/05	A building permit (5004899) was issued for a 40-foot tall, 14-foot by 48-foot Off-premise Sign at 7075 West Craig Road. The permit was finaled on 08/01/06.
05/08/09	A building permit (139191) was issued for rough grading at 7075 West Craig Road. The permit is still active.
05/12/09	A building permit (139190) was issued for on-site hardscapes at 7075 West Craig Road. The permit is still active.
11/02/09	Building permits (150422, 150423 and 150424) was issued for three trash enclosures at 7075 West Craig Road. The permit is still active.
11/03/09	A building permit (138889) was issued for a restaurant shell for Certificate of Competition at 7079 West Craig Road. The permit is still active.
11/03/09	A building permit (138888) was issued for Retail shell #2 for Certificate of Competition at 7083 West Craig Road. The permit is still active.

11/13/09	A building permit (139190) was issued for Retail shell #1 for Certificate of Competition at 7077 West Craig Road. The permit is still active.

Pre-Application Meeting	
03/11/10	A pre application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • Revise the justification letter to address the specific Off-Premise Sign height and placement. • Provide elevations for the Off-Premise Sign. • Bird deterrent devices may be required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	The subject site is under construction, with the area blocked off and free of debris.

Details of Application Request	
Site Area	
Net Acres	3.53

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishments and Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
East	U.S. 95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		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 19.14.100, the following standards apply:

Standards	*Code Requirement*	*Proposed*	*Compliance*
Height Off-Premise Sign	40 Feet above grade	47 Feet	N

ANALYSIS

This request is to allow a 47-foot tall, 14-foot by 48-foot Off-Premise Sign where 40 feet is the maximum height permitted. The applicant has given no compelling justification for approval. A building permit (5004899) for the current 40-foot tall Off-Premise Sign was issued on 07/18/05 renewed on 07/26/06, and the permit was finaled on 08/01/06. Construction of the 41,097 square-foot shopping center began in 2009. The shopping center was designed without taking the location and height of the Off-Premise Sign into consideration. The height increase would be 17.5% higher than what was approved by Special Use Permit (SUP-4694). Given these circumstances, staff cannot support this request and recommends denial. If approved, a 47-foot tall sign would remain in conformance with the Airport Overlay District restrictions.

FINDINGS (VAR-37837)

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 designing the site without consideration of the location and elevation of the existing Off-Premise Sign. A redesign of the buildings elevation would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

NOTE: The application requests 47 feet from grade. Per Code grade is existing or prior to fill with the 7-feet of fill the sign which is now 33 feet above the newly-created soil level will be allowed to be 40-feet above the new level. This is 47 feet from grade as defined by Code.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 196 (By City Clerk)

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37837** APN: 138-03-701-003

Name of Property Owner: Craig 95 L.L.C

Name of Applicant: Craig 95 L.L.C

Name of Representative: Ali Kaveh

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: Ali Kaveh

Print Name: Ali Kaveh

Subscribed and sworn before me

This 10 day of February, 20 10

Andrea Toussaint

Notary Public in and for said County and State

ANDREA TOUSSAINT
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 06-29-2011
Certificate No: 07-3795-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM Variance

Application/Petition For: Craig 95 L.L.C

Project Address (Location) 7075 W Craig Rd

Project Name Craig 95 L.L.C **Proposed Use** OFF premise sign

Assessor's Parcel #(s) 138-03-701-003 **Ward #** 4

General Plan: existing ✓ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 15,000 **Floor Area Ratio** _____

Gross Acres 3.5 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Craig 95 L.L.C **Contact** Ali Kaveh

Address 3824 S. Jones #F **Phone:** 277-0194 **Fax:** 251-0918

City Las Vegas **State** NV **Zip** 89103

E-mail Address Kaveh1769@gmail.com

APPLICANT Craig 95 L.L.C **Contact** Ali Kaveh

Address 3824 S. Jones #F **Phone:** 277-0194 **Fax:** 251-0918

City Las Vegas **State** NV **Zip** 89103

E-mail Address Kaveh1769@gmail.com

REPRESENTATIVE Ali Kaveh **Contact** Ali Kaveh

Address 3824 S. Jones #F **Phone:** 277-0194 **Fax:** 251-0918

City Las Vegas **State** NV **Zip** 89103

E-mail Address Kaveh1769@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 Ali Kaveh

Subscribed and sworn before me

This 11 day of February, 20 10.

_____

Notary Public in and for said County and State

ANDREA TOUSSAINT
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 06-29-2011
Certificate No: 07-3795-1

FOR DEPARTMENT USE ONLY

Case #	VAR 37837
Meeting Date:	5.27.10
Total Fee:	$830.00
Date Received:*	4.1.10
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



VICINITY MAP

SITE NOTES

	DESCRIPTION
1.	VEHICLE AND VAN ACCESSIBLE PARKING SIGNS SEE DETAIL 1A/AS.2.
2.	LOADING ZONE SIGN SEE DETAIL 1B/AS.2.
3.	TRASH ENCLOSURE (SPLIT FACE CMU) SEE DETAIL 4/AS.2.
4.	EXPOSED AGGREGATE SIDEWALK WITH JOINTS AT 45 DEG. AND 10'-0" O.C. (BROWN AGGREGATE) W/ A CURB (BROWN COLOR)
5.	ACCESSIBLE ROUTE SHALL NOT EXCEED 5% SLOPE AND 2% CROSS SLOPE.
6.	PAINTED WHITE STRIPING 4" WIDE.
7.	HANDICAPPED PARKING SYMBOL 4'X4' PAINTED BLUE WITH WHITE BACKGROUND.
8.	6'-0" PRECAST CONCRETE BUMPERS.
9.	5'-0" PUBLIC SIDEWALK.
10.	LANDSCAPING AREA SEE LANDSCAPING PLANS.
11.	SIDEWALK.
12.	NEW ASPHALT PAVING SEE CIVIL PLANS.
13.	SITE WALL SEE DETAIL 3/AS.2
14.	CMU/RAILING WALL DESIGN PER SERENE ESTATES
15.	POLE MOUNTED SITE LIGHTING.
16.	EXISTING STREET LIGHTING.
17.	DECORATIVE STAMPED COLORED CONCRETE.
18.	13" AFF RAISED STONE PLANTER - CULTERED STONE CJ/ 8" CMU
19.	18" AFF WROUGHT IRON PLANTER - DRILL AND EPOXY INTO CONCRETE AROUND OPEN PLANTER
20.	FOR RAMP INFORMATION - SEE DETAILS 3/A1.2 & 5/A1.2 - SEE CIVIL FOR GRADES
21.	TRASH ENCLOSURE (SPLIT FACE CMU) SEE DETAILS/AS.2

GENERAL NOTES

1. SEE CIVIL PLANS FOR SITE DESIGN, UTILITIES, BUILDING LAYOUT AND GRADING.
2. SEE ELECTRICAL PLANS FOR SITE LIGHTING.
3. BUILDINGS, FENCES, WALLS & ENCLOSURES ETC REQUIRE A SEPARATE PERMIT AND APPLICATION.

SITE ANALYSIS

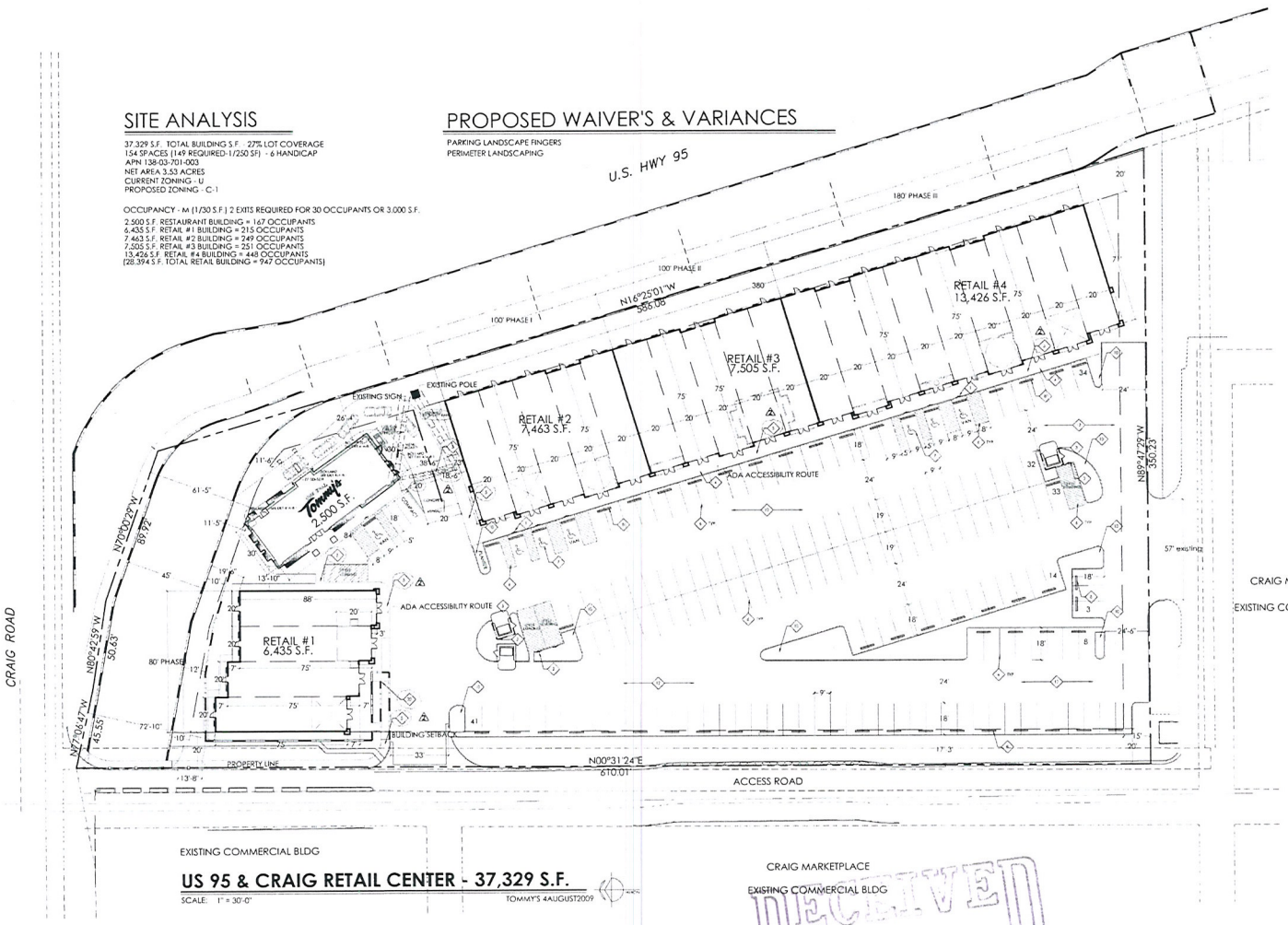
37,329 S.F. TOTAL BUILDING S.F. - 27% LOT COVERAGE
154 SPACES (149 REQUIRED-1/250 SF) - 6 HANDICAP
APN 138-03-701-003
NET AREA 3.53 ACRES
CURRENT ZONING - U
PROPOSED ZONING - C-1

OCCUPANCY - M (1/30 S.F.) 2 EXITS REQUIRED FOR 30 OCCUPANTS OR 3,000 S.F.

2,500 S.F. RESTAURANT BUILDING = 167 OCCUPANTS
6,435 S.F. RETAIL #1 BUILDING = 215 OCCUPANTS
7,463 S.F. RETAIL #2 BUILDING = 249 OCCUPANTS
7,505 S.F. RETAIL #3 BUILDING = 251 OCCUPANTS
13,426 S.F. RETAIL #4 BUILDING = 448 OCCUPANTS
[28,394 S.F. TOTAL RETAIL BUILDING = 947 OCCUPANTS]

PROPOSED WAIVER'S & VARIANCES

PARKING LANDSCAPE FINGERS
PERIMETER LANDSCAPING



US 95 & CRAIG RETAIL CENTER - 37,329 S.F.

SCALE: 1" = 30'-0" TOMMY'S 4AUGUST2009

RECEIVED
APR 01 2010

VAR-37837

9-18-09 NEVADA REGISTERED NO. 24

SITE & FLOOR PLAN
OWNER / DEVELOPER
PLATINUM REALTY & DEVELOPMENT 251-0218
3324 S. JONES BLVD. #9103
LAS VEGAS, NEVADA 89103

GREGORY J MOORE
ARCHITECT
1569 FOOTHILLS VILLAGE DR HENDERSON NEVADA 89012
702 873 0182 888 346 0750 (F)

US 95 & CRAIG ROAD
RETAIL CENTER
US 95 AND CRAIG ROAD
LAS VEGAS NEVADA

A-1



SITE NOTES

	DESCRIPTION
1.	VEHICLE AND VAN ACCESSIBLE PARKING SIGNS SEE DETAIL 1A/AS.2
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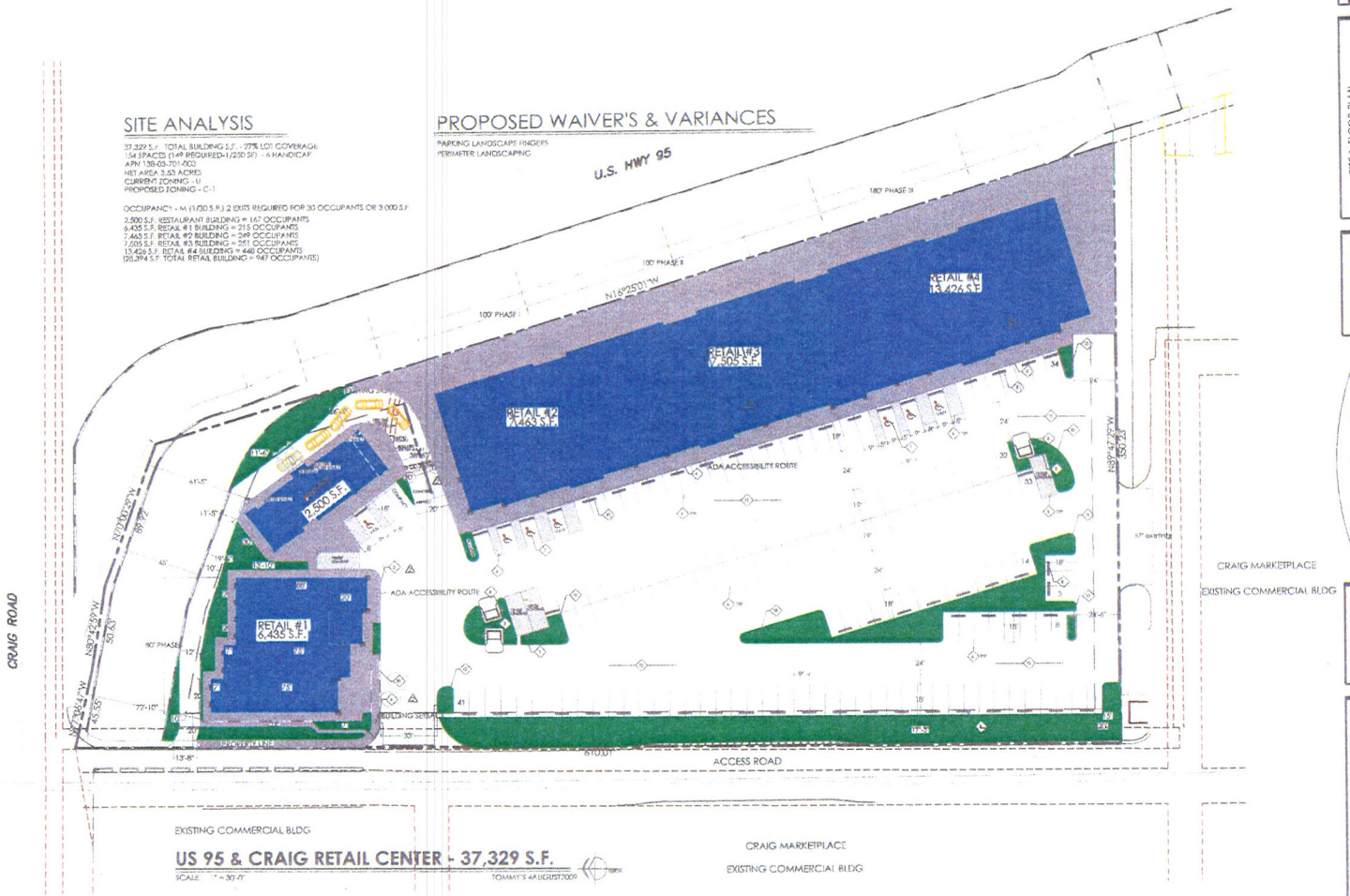
(28,394 S.F. TOTAL RETAIL BUILDING = 947 OCCUPANTS)

PROPOSED WAIVER'S & VARIANCES

PARKING LANDSCAPE FINGERS
PERIMETER LANDSCAPING



US 95 & CRAIG RETAIL CENTER - 37,329 S.F.

SCALE: 1" = 30'-0"

TOMMY'S 4 AUGUST 2009

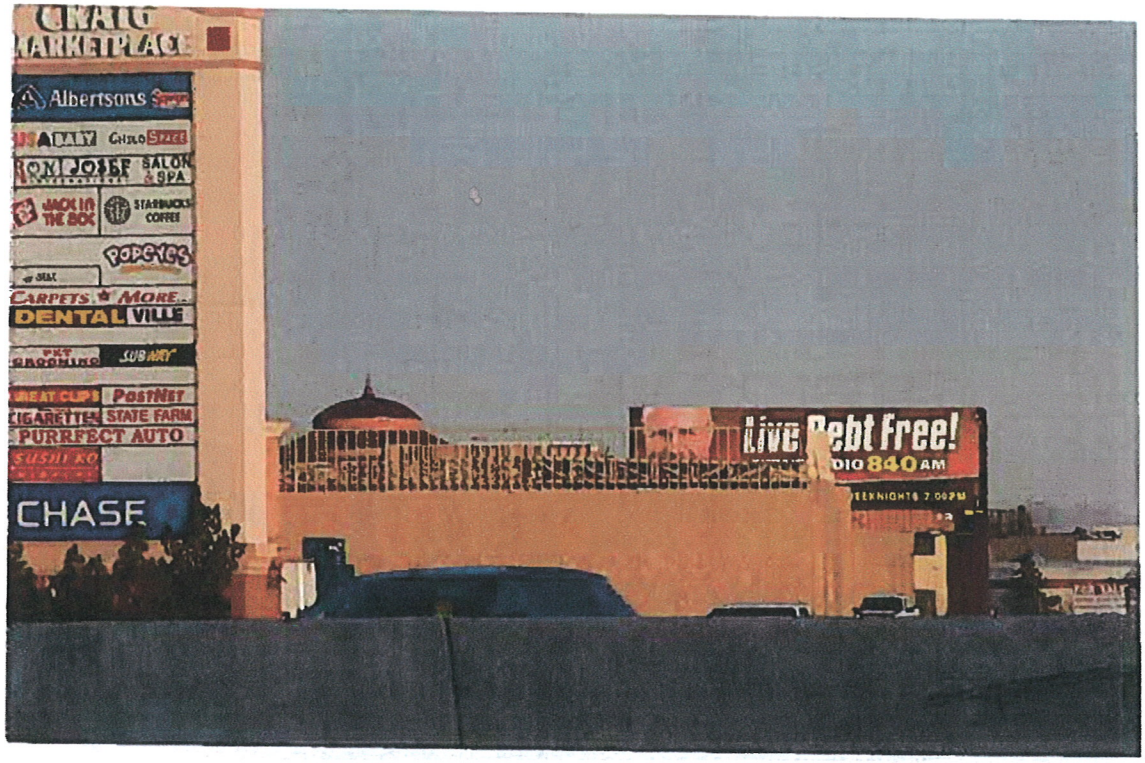
SITE & FLOOR PLAN

OWNER / DEVELOPER
PLATINUM REALTY & DEVELOPMENT 251-0216
3824 S. JONES BLVD. #F
LAS VEGAS NEVADA 89103

GREGORY J MOORE

US 95 & CRAIG ROAD
RETAIL CENTER
US 95 AND CRAIG ROAD
LAS VEGAS, NEVADA

RECEIVED
APR 07 2010





VAR-37837

RECEIVED
APR 07 2010



VAR-37837 - APPLICANT/OWNER: CRAIG 95, LLC
7075 WEST CRAIG ROAD

04/22/10



VAR-37837 - APPLICANT/OWNER: CRAIG 95, LLC
7075 WEST CRAIG ROAD

04/22/10



VAR-37837 - APPLICANT/OWNER: CRAIG 95, LLC
7075 WEST CRAIG ROAD

04/22/10

PLATINUM REALTY and DEVELOPMENT

Acquisition – Development – Leasing - Management

April 5, 2010

RE: Craig 95, LLC

To Whom It May Concern:

Due to the fact that the above referenced project is in a one hundred year flood zone. We had to raise the building pad by seven feet in order to meet FEMA, NDOT & City of Las Vegas requirements. As a result our building is blocking a portion of the existing billboard. Attached is a photo showing the building that is blocking the billboard.

We are requesting to raise the billboard on the photo attached, seven feet to regain visibility. We are not relocating the billboard, just raising it for proper exposure.

Should there be any questions please contact me at (702) 251-0218.

Thank you,

Alireza Kaveh
Craig 95, LLC

RECEIVED
APR 07 2010
VAR-37837

PLATINUM REALTY and DEVELOPMENT

Acquisition – Development – Leasing - Management

June 1, 2010

Beverly Bridges
City Clerk
400 Stewart Ave.
Las Vegas, NV 89101

RECEIVED
CITY CLERK
2010 JUN -2 P 1:58

Dear Ms. Bridges:

We wish to appeal the decision made by the Planning Commission on May 27, 2010 case no. VAR-37837 regarding our request for a variance to increase the height of an existing 14-foot by 48-foot off-premises sign to 47 feet at 7075 West Craig Road.

Sincerely,

Ali Kaveh
Platinum Realty

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

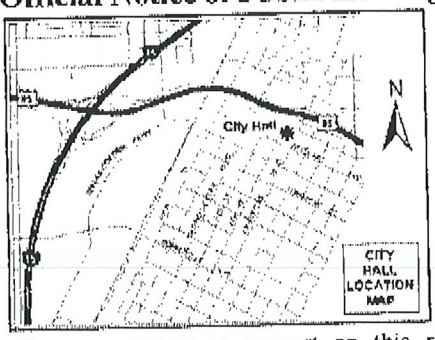
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37837

Planning Commission Meeting of 5/27/2010

Case: VAR-37837

13803611008
CRAIG I-95 L L C
11661 SAN VICENTE BLVD #702
LOS ANGELES CA 90049-5115

RECEIVED
MAY 17 2010

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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 MAY 14 2010 MAILED FROM ZIP CODE 89101

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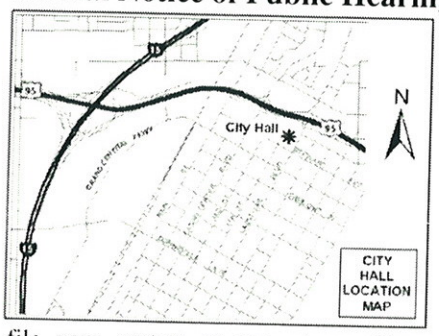
PLANNING AND DEVELOPMENT

XX LAS VEGAS NV 890 05-15-10

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-37837

Planning Commission Meeting of 5/27/2010

Case: VAR-37837

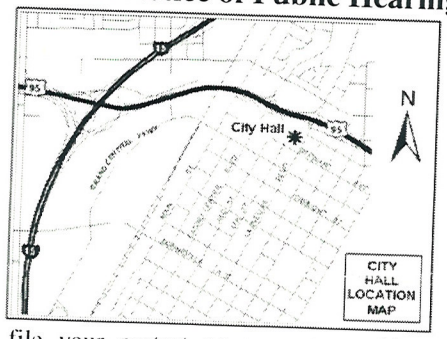
13803313023
HAUSER JOHN & CONNIE
19611 118TH ST S E
SNOHOMISH WA 98290-7257

CARRIER ROUTE

Submitted after meeting
Date 5/28/10 Item 32

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-37837

Planning Commission Meeting of 5/27/2010

PRESORTED FIRST CLASS

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MAY 14 2010
MAILED FROM ZIP CODE 89101

RECEIVED
MAY 19 2010

13803813004
STORY MICHAEL J
3300 GOLDEN VIEW ST
LAS VEGAS NV 89129-6980

Case: VAR-37837

32P

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

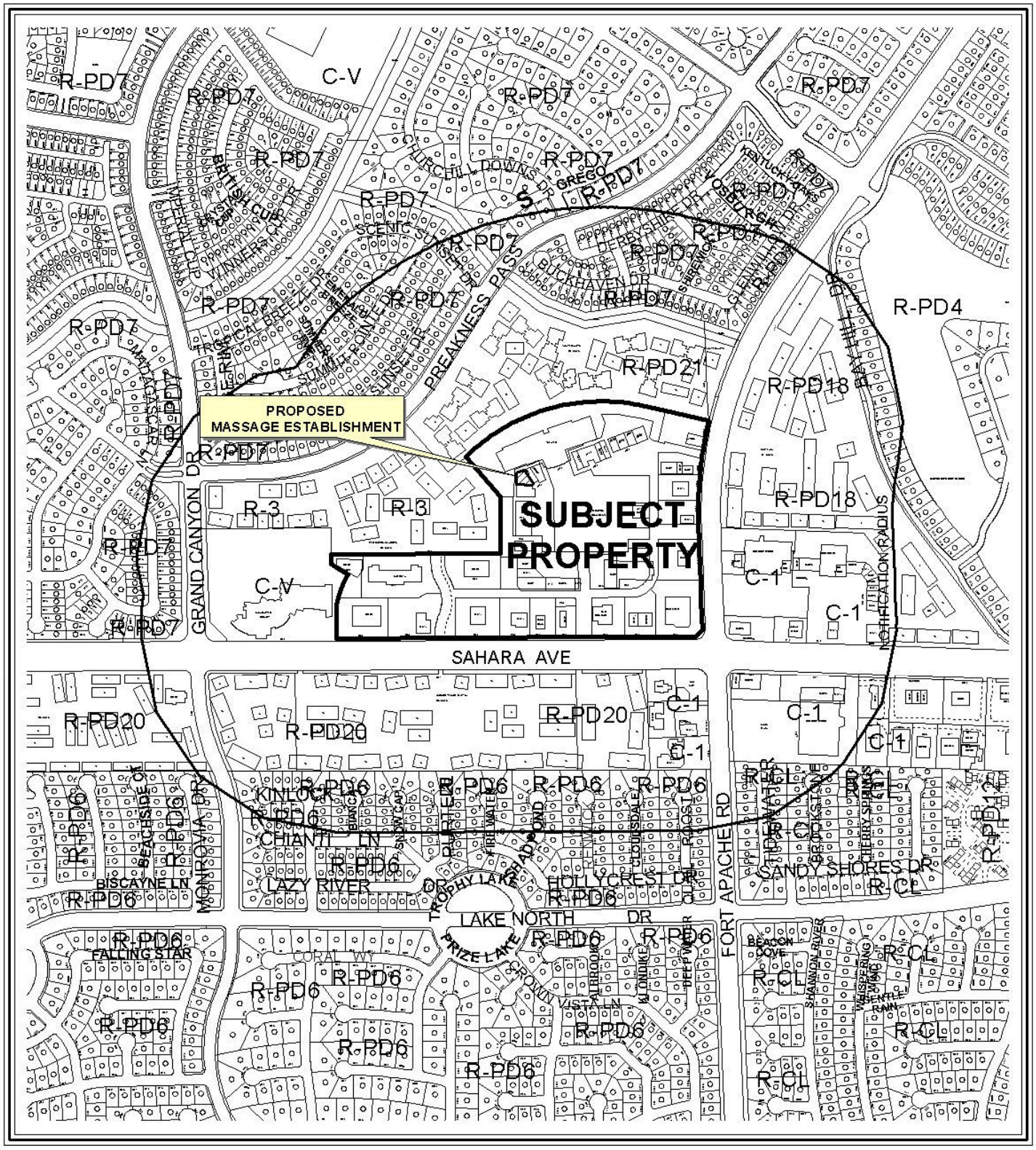
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-38096 - VARIANCE RELATED TO SUP-37665 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Variance to ALLOW NO ADDITIONAL PARKING SPACES WHERE 10 ADDITIONAL SPACES ARE REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps – VAR-38096 and SUP-37665
2. Conditions and Staff Report – VAR-38096 and SUP-37665
3. Supporting Documentation
4. Photos – VAR-38096 and SUP-37665
5. Justification Letter – VAR-38096 and SUP-37665
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Items VAR-38096 and SUP-37665



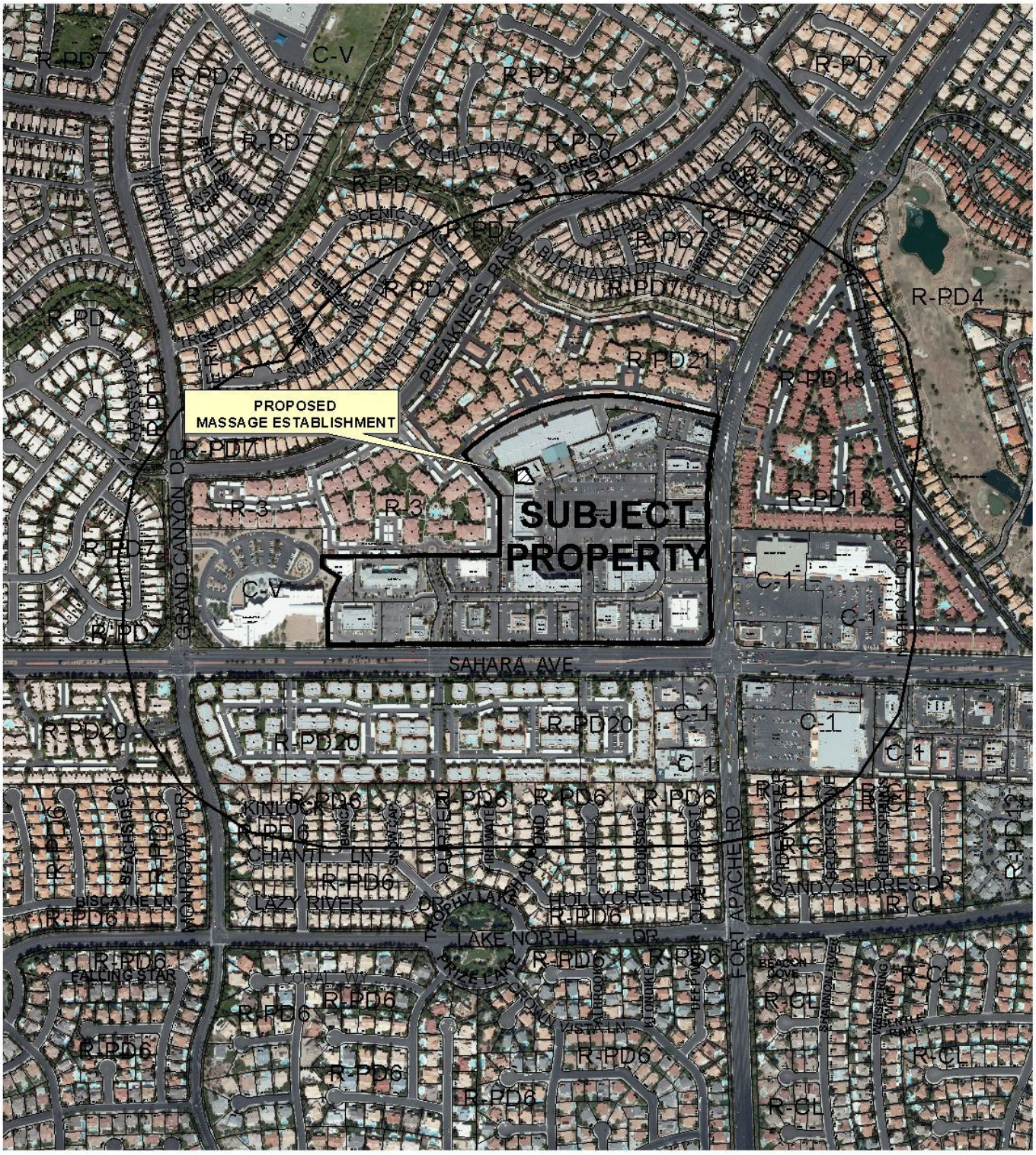
0 500 1000 Feet

CASE: **VAR-38096 AND SUP-37665**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 500 1000 Feet

CASE: **VAR-38096 AND SUP-37665**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC

** STAFF RECOMMENDATION(S) **

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-38096	Staff recommends DENIAL, if approved subject to conditions:	
SUP-37665	Staff recommends DENIAL, if approved subject to conditions:	VAR-38096

** CONDITIONS **

VAR-38096 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-37665) shall be required, if approved.

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. 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.

SUP-37665 CONDITIONS

Planning and Development

1. There shall be a 1-year Administrative Required Review after issuance of a business license for the subject use.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Massage Establishment use.

3. Approval of and conformance to the Conditions of Approval for Variance (VAR-38096) shall be required.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to add a 608 square-foot Massage Establishment use within an existing 2,450 square-foot Beauty Salon and a Variance to allow no additional parking where 10 additional spaces are required at 9410 West Sahara Avenue, Suite #140. The proposed use will be located within the Village Square Shopping Center. The applicant is seeking waivers to allow a zero-foot distance separation from a synagogue and parcel zoned for residential use where 400 feet is required and a parking variance; therefore, the use cannot be conducted in a manner that is harmonious and compatible with surrounding uses, and staff recommends denial. If this application is denied, the proposed Massage Establishment use cannot be located within the subject tenant space, nor can a business license be obtained for the use at this location.

ISSUES

- Approval of the parking Variance (VAR-37295) to allow no additional parking spaces where 10 parking spaces are required is necessary for the Special Use Permit to be approved.
- The applicant is requesting waivers of Title 19.04.010, minimum Special Use Permit requirements, to allow a zero-foot distance separation from a synagogue and parcel zoned for residential use where 400 feet is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/22/80	The City Council approved a request for Annexation (A-0018-80) of a parcel of land generally bounded by Sahara Avenue on the south, Hualapai Way on the west, Ducharme Avenue on the north and Durango Drive on the east, containing approximately 2,246 acres of land. Planning Commission and staff recommended approval.
02/15/89	The City Council approved a Rezoning (Z-0139-88) application for the reclassification of property from N-U (Non-Urban) under Resolution of Intent to R-PD4 (Residential Planned Development – 4 Unit Per Acre), P-R (Professional Office and Parking), C-1 (Limited Commercial), and C-V (Civic), to R-PD7 (Residential Planned Development – 7 Unit Per Acre), R-3 (Medium Density Residence), and C-1 (Limited Commercial) for property generally located on the west side of Fort Apache Road, between Sahara Avenue and Charleston Boulevard. The Planning Commission and staff recommended approval.

06/08/98	The City Council approved a request for a Special Use Permit (U-0038-98) for a proposed Supper Club in conjunction with a proposed 6,648 square-foot restaurant on property located on the north side of Sahara Avenue, west of Fort Apache Road. Planning Commission recommended approval.
	The City Council approved a request for a Site Development Plan Review [Z-0139-88(24)] for a proposed 27,418 square-foot two-story retail and office building and a 33,207 square-foot two-story retail and office building located on the north side of Sahara Avenue, west of Fort Apache Road. The Planning Commission recommended approval of the request.
11/09/98	The City Council approved a Variance (VAR-12102) to allow 2,404 parking where 2,440 is the minimum number of spaces required in conjunction with the addition of a 1,200 square-foot restaurant within the existing shopping center. The Planning Commission recommended approval and staff recommended denial.
04/07/10	The City Council approved a Variance (VAR-37295) to allow no additional parking spaces where 36 additional spaces are required at the northwest corner of Fort Apache Road and Sahara Avenue. The Planning Commission recommended approval and staff recommended denial.
	The City Council approved a Special Use Permit (SUP-36961) for a Major Amendment to an approved Special Use Permit (U-0038-98) to add 2,820 square feet of building area and outside seating area to an existing 7,265 square-foot Supper Club use at 9500 West Sahara Avenue. The Planning Commission recommended approval and staff recommended denial.
	The City Council approved a Site Development Plan Review (SDR-36962) for a Major Amendment to a previously approved Rezoning and Plot Plan Review (Z-0139-88) for a proposed 2,036 square-foot addition to an existing 6,648 square-foot commercial building at 9500 West Sahara Avenue The Planning Commission recommended approval and staff recommended denial.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #38/rg).

Most Recent Change of Ownership	
12/15/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/26/98	A building permit (#98004011) was issued for a Tenant Improvement for a Beauty Salon at 9410 West Sahara Avenue, Suite #140. The project was completed on 06/26/98.

05/14/98	A business license (B05-02681) was issued for a Beauty Salon at 9410 West Sahara Avenue, Suite #140. The license is inactive as of 07/09/08.
	A business license (B08-00575) was issued for a Beauty Supply Sales at 9410 West Sahara Avenue, Suite #140. The license is inactive as of 07/09/08.
	A business license (M03-00037) was issued for a Massage Establishment at 9410 West Sahara Avenue, Suite #140. The license is inactive as of 07/09/08.
10/14/09	A business license (B05-03152) was issued for a Beauty Salon at 9410 West Sahara Avenue, Suite #140. The license is currently active.
	A business license (B08-01383) was issued for a Beauty Supply Sales at 9410 West Sahara, Avenue Suite #140. The license is currently active.
03/18/10	A business license (M03-94677) was denied by Planning and Development Department for a Massage Establishment at 9410 West Sahara Avenue, Suite #140. Prior to the approval of this license a Special Use Permit for a Massage Establishment uses is required.

Pre-Application Meeting	
02/22/10	A pre application meeting was held with the applicant where the submittal requirements for a Special Use Permit for a Massage Establishment and Variance for parking were discussed. Topics included: • A request for waivers for the Massage Establishment to be within 400 feet of synagogue and parcel zoned for residential use. • The justification letter needs to indicate the current hours of operation of the Beauty Salon. • A Variance application is needed for parking at Village Square, due to the previously approved variance to allow 2,112 parking spaces where 2,476 spaces are required. Massage Establishment parking requirement is two spaces for each massage room, which requires an additional 10 parking spaces.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	Staff conducted a site visit and noted a banner sign tied to the metal mesh structure over Suite #140.

Details of Application Request	
Site Area	
Net Acres	1.79

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-PD21 (Residential Planned Development – 21 Units Per Acre)
South	Bank, Apartments	SC (Service Commercial), M (Medium Density Residential)	C-1 (Limited Commercial), R-PD20 (Residential Planned Development – 20 Units Per Acre)
East	Commercial Shopping Center	M (Medium Density Residential), SC (Service Commercial)	C-1 (Limited Commercial), R-PD18 (Residential Planned Development – 18 Units Per Acre)
West	Library, Church, Apartments	PF (Public Facilities), SC (Service Commercial), M (Medium Density Residential)	C-V (Civic) C-1 (Limited Commercial), R-3 (Medium Density Residential)

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	
Commercial Center (Existing)	425,720 S.F.		2,476				
Massage Establishment (Proposed)	2,450 S.F.	Two spaces for each massage room	10				
TOTAL SPACES REQUIRED			2,486				
TOTAL (With Handicapped)			2451	35	2,112*		N
Percent Deviation			14%				

*As approved by Variance (VAR-37295)

Waivers		
Requirement	***Request***	***Staff Recommendation***
Title 19.04.010 A Massage Establishment within 400-foot distance separation from synagogue and parcel zoned for residential use.	Zero Feet	Denial

ANALYSIS

The applicant is requesting a Special Use Permit for a Massage Establishment use with waivers to be located within an existing Beauty Salon. The waivers are requested to allow the Massage Establishment use to have a zero-foot distance separation from a synagogue and a parcel zoned for residential use, where 400 feet is the minimum distance requirement. The proposed use will occupy 608 square feet within an existing 2,450 square-foot Beauty Salon.

The applicant is requesting a Variance to allow no additional parking spaces where 10 additional parking spaces are required for a proposed Massage Establishment use. The submitted floor plan indicates five massage rooms within the Beauty Salon. The Massage Establishment parking requirement is two spaces for each massage room. A companion Variance (VAR-38096) has been submitted to address the proposed use parking requirements.

The subject site is located within a commercial subdivision with a reciprocal parking and access throughout. A previous Variance (VAR-37295) was approved in 2010 to allow 2,112 parking spaces where 2,476 spaces were required. The Massage Establishment use would increase the parking requirement of the site to 2,486 spaces. Currently, Title 19.04 allows parking for either a Shopping Center or a Regional Mall to be calculated at the rate of one space per 250 square feet of gross floor area, regardless of the individual uses, resulting in a requirement for 1,703 spaces and a Variance would not be necessary as there are 2,112 spaces provided. However, per Title 19.04, a Shopping Center is limited from 25,000 to 350,000 square feet of gross floor area and a Regional Mall is defined as an enclosed structure with a minimum of 350,000 square feet of gross floor area, with typical means of access to the various uses from inside the mall structure. The subject site does not meet either of these requirements, as the gross floor area exceeds the maximum 350,000 square feet allowed for a Shopping Center, and consists of numerous pad sites containing buildings with less than 350,000 square feet of gross floor area each, and with separate outside access from one another. Therefore, the parking requirement for the overall commercial subdivision must be calculated based on the individual uses.

The request for a Special Use Permit for a Massage Establishment fails to meet the minimum use requirements of Title 19.04 for distance separation. The additional required parking spaces result in an increase in the parking deficiency of the overall commercial subdivision, and the applicant has provided no evidence of a unique or extraordinary circumstance that would substantiate the Variance and Waiver requests; therefore, staff is recommending denial of the request, as the applicant has created a self-imposed hardship by proposing to add the Massage Establishment use.

FINDINGS (VAR-38096)

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 the Massage Establishment use, which has a parking requirement that is too intense for the site to accommodate. Proposing an Accessory Massage use with a maximum of 150 square feet of space will conform to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-37665)

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 Massage Establishment use is permitted in the C-1 (Limited Commercial) zoning district and is located within an existing commercial subdivision. However, the proposed use within an existing Beauty Salon results in additional required parking spaces that cannot be accommodated on-site. The applicant has requested Waivers of Title 19.04.010 standards, minimum distance separation requirements to allow a zero-foot distance separation from 400 feet of a synagogue and a parcel zoned for residential use. Thus, the proposed Massage Establishment use cannot be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

The existing Beauty Salon use is located within a commercial subdivision that was designed to accommodate a variety of uses; however, with the proposed Massage Establishment use, the site cannot accommodate the additional required parking spaces. The proposed use is within 400 feet from a synagogue and the commercial subdivision directly abuts a parcel zoned for residential use, making the subject site unsuitable for the intensity of the proposed use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Sahara Avenue and Fort Apache Road, which are both designated as 100-Foot Primary Arterials by the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Special Use Permit will not compromise the public health, safety or welfare, as a Massage Establishment use is subject to licensing and inspection by the City of Las Vegas. The Massage Establishment use is consistent with the existing SC (Service Commercial) General Plan designation.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The Massage Establishment use fails to meet both Title 19.04 distance separation requirements and Title 19.10 on-site parking standards.

PLANNING COMMISSION ACTION
The Planning Commission added condition #1 to the Special Use Permit, with which the applicant agreed. There was one speaker in favor of the application.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

NOTICES MAILED 882 (By City Clerk)

APPROVALS 2

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-38096 APN: 163-06-816-037

Name of Property Owner: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER LLC

Name of Applicant: _____

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 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: Receivership Estate of Village Square Shopping Ctr. LLC

Print Name: David Lewkes, Court Appointed Receiver

Subscribed and sworn before me

This 11th day of March, 2011

Notary Public in and for said County and State

LAURENE PALMA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-21-2013
Certificate No: 05-95600-1

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE PARKING

Project Address (Location) 9410 W Sahara #140, Las Vegas, NV 89117

Project Name Rivi Salon **Proposed Use** Massage Establishment

Assessor's Parcel #(s) 163 068 16 037 **Ward #** 2

General Plan: existing _____ **proposed** _____ **Zoning: existing** C-1 **proposed** C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Receivership Estate of Village Sq. Shopping Ctr, LLC **Contact** MARGARET ZIEDIN

Address 3800 Howard Hughes Pkwy #1200 **Phone:** 796-7900 **Fax:** 796-7920 (702)

City LAS VEGAS **State** NV **Zip** 89169

E-mail Address m.ziedin@empire.com

APPLICANT Rivka Hershcovich **Contact** _____

Address 3518 Spring Shower **Phone:** 702 285 **Fax:** _____

City Las Vegas **State** NV DIST **Zip** 89147

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Receivership Estate of Village Sq. Shopping Ctr, LLC

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DAVID JEUKES

Subscribed and sworn before me

This 10th day of March, 20 10.

Laurene Del Palma

Notary Public in and for said County and State

LAURENE PALMA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-21-2013
Certificate No: 05-95600-1

FOR DEPARTMENT USE ONLY

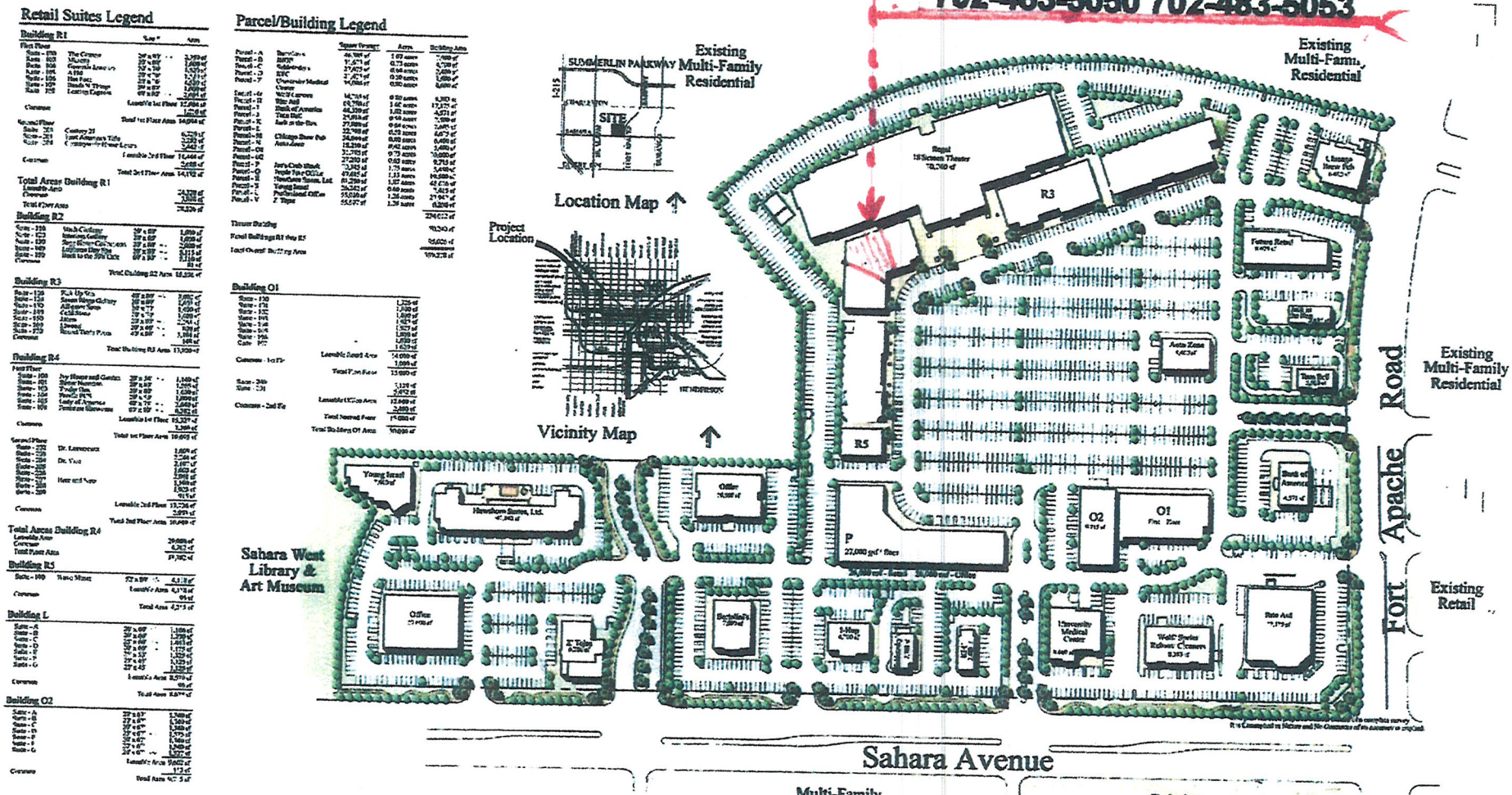
Case #	VAR-38096
Meeting Date:	6/24/10
Total Fee:	$30.00
Date Received:*	4-27-10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

RIVI SALON & BOUTIQUE
9410 W. SAHARA AVE. #140
702-483-5050 702-483-5053



Village Square at Peccole Ranch

Triple Five Nevada Development Corporation

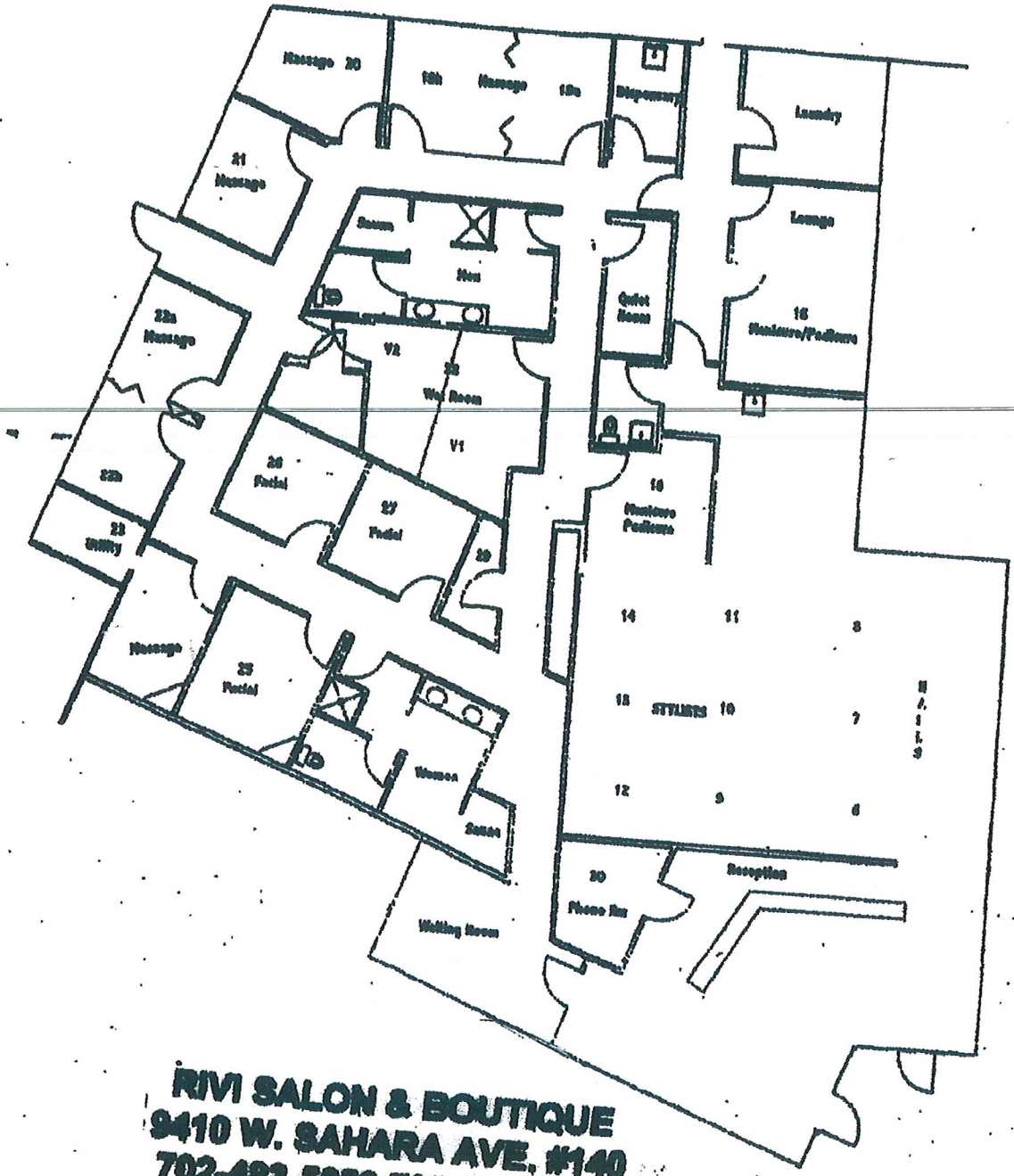
NWC Sahara Avenue and Fort Apache Road, Las Vegas, Nevada

Master Site Plan

Date: April 28, 2006
Project Number: 96016

VAR-38096
SUP-37665

RECEIVED
APR 27 2010



RIVI SALON & BOUTIQUE
9410 W. SAHARA AVE. #140
702-483-5080 702-483-5053

RECEIVED
APR 27 2010

VAR-38096
SUP-37665



VAR-38096 & SUP-37665 - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC
9410 WEST SAHARA AVENUE, SUITE #140

04/22/10



VAR-38096 & SUP-37665 - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC
9410 WEST SAHARA AVENUE, SUITE #140

04/22/10



VAR-38096 & SUP-37665 - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC
9410 WEST SAHARA AVENUE, SUITE #140

04/22/10



VAR-38096 & SUP-37665 - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC
9410 WEST SAHARA AVENUE, SUITE #140

04/22/10



VAR-38096 & SUP-37665 - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC
9410 WEST SAHARA AVENUE, SUITE #140

04/22/10

RIVI SALON AND BOUTIQUE
9410 W. SAHARA #140
LAS VEGAS, NEVADA 89117

April 22, 2010

To Whom It May Concern.

RE: Variance for Parking and Special Use Permit for Massage Establishment use.

I am in the process of acquiring a business license for a Massage Establishment at 9410 W. Sahara Avenue; suite 140, where I have an existing 2,450 square foot Beauty Salon. I am seeking to gain approval of the Special Use Permit for a massage establishment. In addition to the Special Use Permit application, we would like to request for a waiver for the Massage Establishment to be located within 400 feet of synagogue and parcel zoned for residential use. The hours of operation is between 8am to 9pm. There will be 5 massage rooms within the suite. AND TOTAL OF 608 SQFT.

We are also applying for a parking variance. The Massage Establishment use requires 10 additional parking spaces, in addition to existing Beauty Salon. There was a previous variance (VAR-37295), for parking within Village Square Shopping Center. Currently, there are 2,112 parking spaces provided on site, where 2,476 parking spaces are required. With the Massage Establishment, this will add 10, more parking spaces will increase the required parking to 2,486 spaces. AND

Thank you,

Rivka Herscovicz
Salon Owner

RECEIVED
APR 29 2010

SUP-37665
VAR-38096

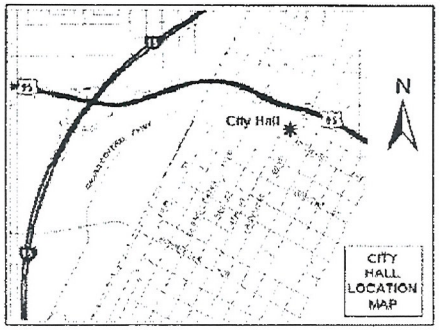
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

May 17 10 04:14p Mikki Glazer 818-996-0908 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 18 2010

Case: VAR-38096
16305415150
GLAZER ITSCHAK & MICHELE
4377 LA BARCA DR
TARZANA CA 91356-5021

38-P

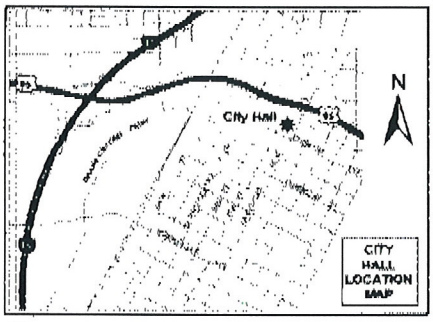
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 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-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 17 2010

Case: VAR-38096

16305415360
ETS-HOKIN TRUST
2855 FREEDOM HILLS DR
HENDERSON NV 89052-6889

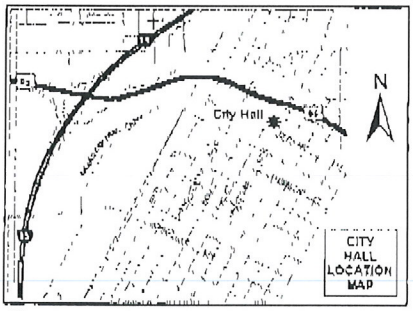
474-0352

38-39 P

05/17/2010 08:17 7026146719 D ETS HOKIN PAGE 01

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-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

Case: VAR-38096

16305415171
THOMPSON JANA P
328 S BUFFALO DR #102
LAS VEGAS NV 89145-4990

RECEIVED
MAY 17 2010

38-39 A

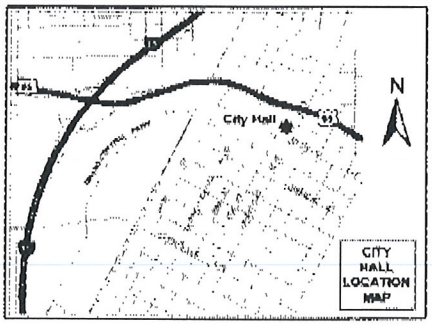
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279216 MAY 14 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-38096 & SUP-37665

Planning Commission Meeting of 5/27/2010

Case: VAR-38096

16305315042
YONEMURA TOM M & YUKO 1980 TRUST
1924 BAY HILL DR
LAS VEGAS NV 89117-5732

RECEIVED
MAY. 17 2010

38-39A

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

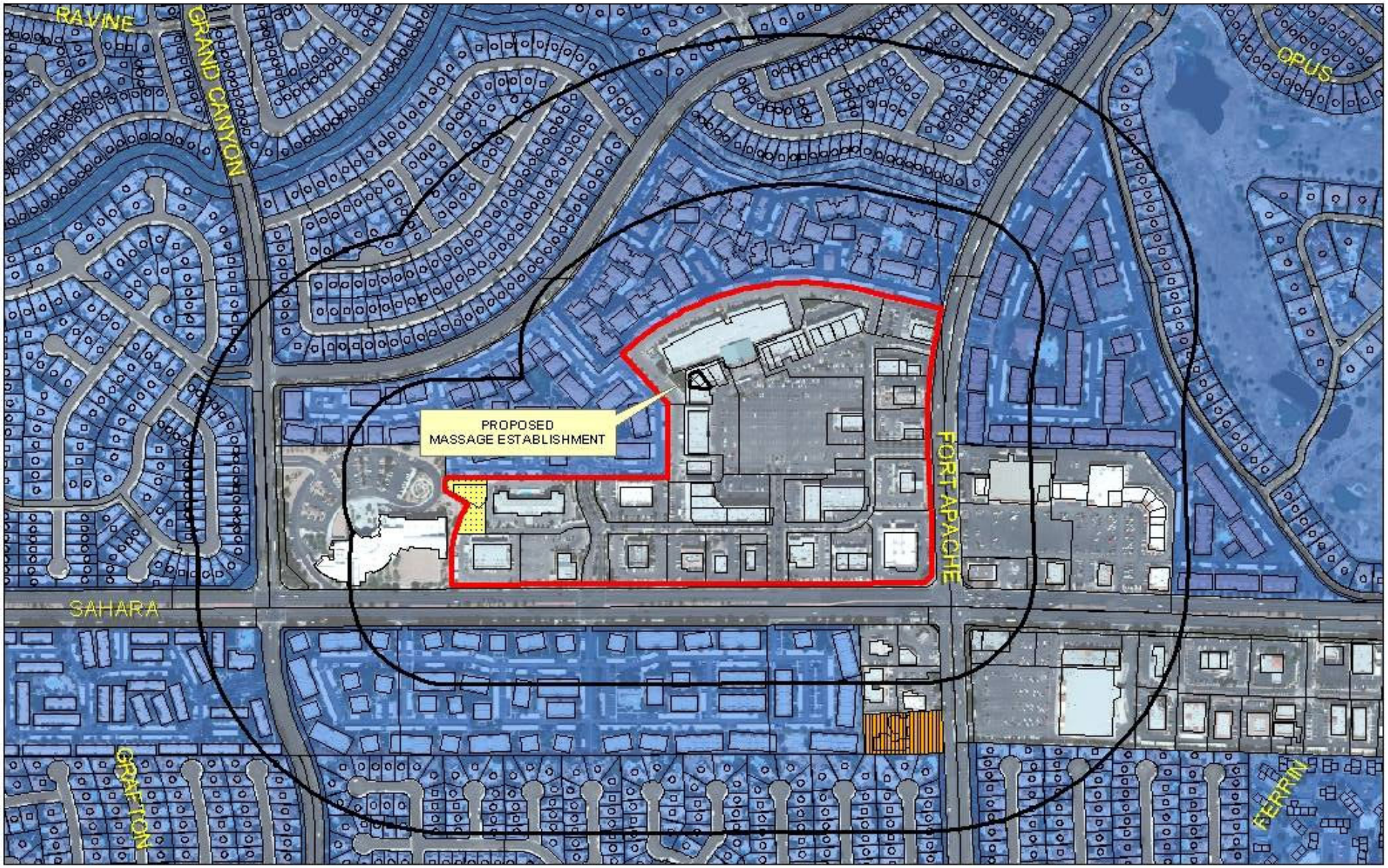
SUBJECT:
SUP-37665 - SPECIAL USE PERMIT RELATED TO VAR-38096 - PUBLIC HEARING - APPLICANT: RIVI SALON - OWNER: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC - Request for a Special Use Permit TO ADD A PROPOSED 608 SQUARE-FOOT MASSAGE ESTABLISHMENT WITHIN AN EXISTING 2,450 SQUARE-FOOT BEAUTY SALON WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A SYNAGOGUE AND A RESIDENTIAL ZONE WHERE 400 FEET IS REQUIRED at 9410 West Sahara Avenue, Suite #140 (APN 163-06-816-037), C-1 (Limited-Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Special Map
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



SUP-37665

Business Licenses

- Massage Establishment
- Child Care/ Children Facility

Protected Landuses

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- Residential Property
- 400' & 1000' Buffer

0 330 660 1,320 Feet

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number SUP-37665 APN: 16306816037

Name of Property Owner: RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC

Name of Applicant: Rivka Hershcovicz

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 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: Receivership Estate of Village Square Shopping Ctr. LLC

Print Name: David Jenkes, Court Appointed Receiver

Subscribed and sworn before me

This 11th day of March, 2010

Laurene Palma
Notary Public in and for said County and State

LAURENE PALMA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-21-2013
Certificate No: 05-95600-1

RECEIVED
MAR 16 2010

Revised 11-14-06

f:\dcpot\Application Packet\Statement of Financial Interest.doc

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Massage Establishment

Project Address (Location) 9410 W Sahara #140, Las Vegas, NV 89117

Project Name Rivi Salon **Proposed Use** Massage Establishment

Assessor's Parcel #(s) 163 068 16 037 **Ward #** 2

General Plan: existing ____ **proposed** ____ **Zoning: existing** C-1 **proposed** C-1

Commercial Square Footage 2,450 **Floor Area Ratio** ____

Gross Acres ____ **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER RECEIVERSHIP ESTATE OF VILLAGE SQUARE SHOPPING CENTER, LLC (TOV) **Contact** MARGARET ZIEDIN

Address 3800 HOWARD HUGHES PKWY #1200 **Phone:** 796-7900 **Fax:** 796-7220 (702)

City LAS VEGAS **State** NV **Zip** 89169

E-mail Address m.ziedin@tmpre.com

APPLICANT Rivka Hershcovic **Contact** ____

Address 3518 Spring Shower **Phone:** 702 295 **Fax:** ____

City Las Vegas **State** NV DIST **Zip** 89147

E-mail Address ____

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Receivership Estate of Village Sq. Shopping Ctr, LLC

Property Owner Signature* [signature] Court Appointed Receiver David Jeukes

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DAVID JEUKES

Subscribed and sworn before me

This 10th day of March, 20 10.

[signature] Laurene Delpalma

Notary Public in and for said County and State

LAURENE PALMA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 3-21-2013
Certificate No: 05-95600-1

FOR DEPARTMENT USE ONLY

Case #	SUP-37665
Meeting Date:	May 27 2010
Total Fee:	$1030.00
Date Received:*	3/16/10
Received By:	M. Howe

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

RECEIVED
MAR 16 2010

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

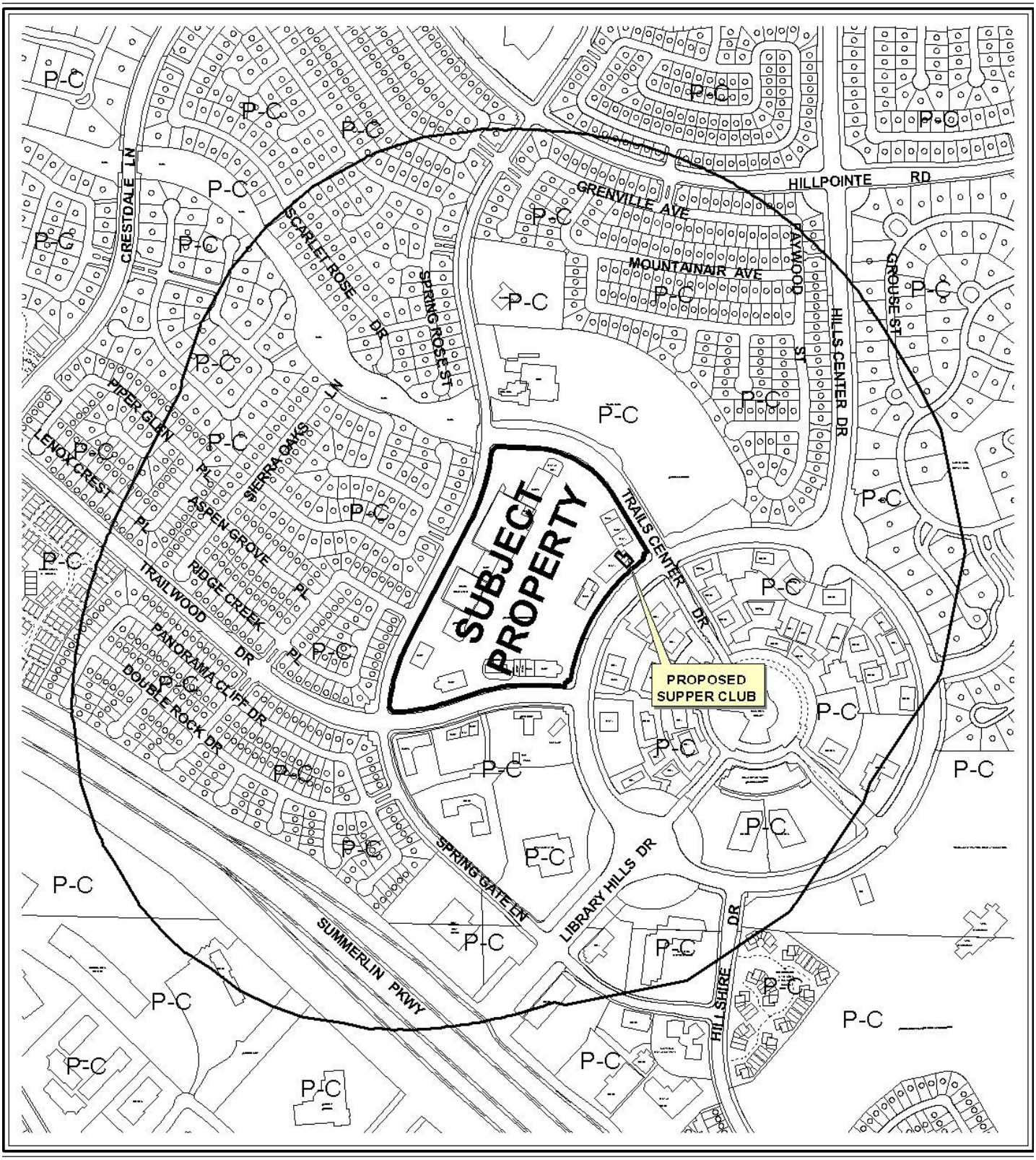
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37871 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHRONIC TACOS - OWNER: TRAILS VILLAGE CENTER COMPANY - Request for a Special Use Permit FOR A PROPOSED 3,728 SQUARE-FOOT SUPPER CLUB at 1910 Village Center Circle, Suites #1 & #2 (APN 138-19-719-006), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**10**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-37871



0 500 1000 Feet

CASE: **SUP-37871**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



CASE: **SUP-37871**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

0 500 1000 Feet

N



SUP-37871

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CHRONIC TACO - OWNER: TRAILS VILLAGE CENTER COMPANY

** STAFF RECOMMENDATION(S) **

The Planning Commission (6-1 vote/rt) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37871	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37871 CONDITIONS

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Supper Club use, including parking requirements.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SV-0033-96) shall be required.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

GK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 3,728 square-foot Supper Club at 1910 Village Center Circle, Suites #1 and #2. The subject suite is currently vacant, was previously utilized for a restaurant, and is located within an existing 174,817 square-foot Shopping Center. The proposed use is compatible with the surrounding adjacent uses, is allowed with the approval of a Special Use Permit and is consistent with the VC (Village Commercial) Summerlin Land Use designation; therefore, staff is recommending approval of this request. If this application is denied, a supper club use will not be allowed at the site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/03/87	The City Council approved a request (Z-0044-87) to Rezone property from N-U (Non-Urban) to PC (Planned Community) generally located between Lake Mead Boulevard and Summerlin Parkway west of Rampart Boulevard. The Planning Commission and staff recommended approval.
12/18/96	The City Council approved a request (U-0126-96) for a Special Use Permit to allow a Package Liquor use on property located on the northwest corner of Village Center Circle and Trailwood Drive. The Board of Zoning Adjustment and staff recommended approval.
01/08/97	The Planning and Development Department administratively approved a request (SV-0033-96) to allow a 19.48 acre retail shopping center on the west side of Village Center Circle between Trailwood Drive and Trails Center Drive.
03/09/98	The City Council approved a request (U-0008-98) for a Special Use Permit for a Packaged Liquor use on property located on the northwest corner of Village Center Circle and Trailwood Drive. The Planning Commission and staff recommended approval.
04/13/98	The City Council approved a request (U-0016-98) for a Special Use Permit to allow the on-premise sale of beer and wine in conjunction with a proposed restaurant with a waiver of the minimum 400-foot separation distance requirement from a city park on property located on the northwest corner of Village Center Circle and Trailwood Drive. The Planning Commission and Staff recommended approval.
02/16/00	The City Council approved a request (U-0157-99) for a proposed 4,475 square-foot Supper Club in conjunction with an existing shopping center on at 1930 Village Center Circle. The Planning Commission and staff recommended approval.

03/03/04	The City Council approved a request (SUP-3542) for a Special Use Permit for a Supper Club with a Waiver of the distance separation requirements at 1916 Village Center Circle, Suite #7. Planning Commission and staff recommended approval.
05/27/10	The Planning Commission (6-1 vote/rt) recommended APPROVAL (PC Agenda Item #41/gk).

Most Recent Change of Ownership	
05/30/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/26/98	A business license (R09-00879) was issued for a restaurant with more than 45 seats at 1910 Village Center Circle, Suite #9. The license was marked out of business on 11/25/08.
08/26/98	A business license (L09-00147) was issued for a beer/wine/cooler on-sale at 1910 Village Center Circle, Suite #9. The license was marked out of business on 06/20/07.
06/08/99	A business license (R09-00937) was issued for a restaurant with more than 45 seats at 1910 Village Center Circle, Suite #1. The license was marked out of business on 02/06/08.
04/10/02	A business license (R07-00525) was issued for a restaurant with less than 45 seats at 1910 Village Center Circle, Suite #7. The license is still active.
03/09/10	A building permit (158097) was issued for interior demo at 1910 Village Center Circle, Suite #1. The permit has not been finaled.
03/30/10	A building permit (159752) was issued for a tenant improvement to receive a certificate of occupancy for a restaurant at 1910 Village Center Circle, Suite #1. The permit has not been finaled.

Pre-Application Meeting	
03/29/10	A pre-application meeting was held on the indicated date and the following items were discussed: • A Special Use Permit is required for a Supper Club use. The submittal requirements for a Special Use Permit were discussed. • A minimum of 125 seats must be made available at all times the business is open. • A barrier between the bar and restaurant must be provided to prohibit access to the bar area by minors.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	A field check was completed on the indicated date. The following items were observed by Planning and Development staff: • A well maintained shopping center free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	20.02

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	VC (Village Commercial Summerlin Land Use Designation)	P-C (Planned Community)
North	Recreation Center / Park	P (Park)	P-C (Planned Community)
South	Shopping Center	VC (Village Commercial Summerlin Land Use Designation)	P-C (Planned Community)
East	Single-Family Residences	SF3 (Single Family Detached – 10 Units per Acre)	P-C (Planned Community)
West	Shopping Center	VC (Village Commercial Summerlin Land Use Designation)	P-C (Planned Community)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Summerlin	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
P-C (Planned Community) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

GK

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	174,817 SF	1:250	686	14	877	21	Y
TOTAL SPACES REQUIRED							Y
TOTAL (With Handicapped)			700		898		Y

ANALYSIS

The applicant is proposing a 3,728 square-foot Supper Club located within a shopping center. The proposed use is consistent with the conditions of approval for a Supper Club use. Also, the proposed use is compatible with adjacent uses within the shopping center as there are similar restaurants within the center.

The proposed floor plan depicts a dining room capable of seating 139 guests, with a 1,476 square-foot interior dining room with seating available for 99 guests and a 1,300 square foot outdoor dining patio available for 40 guests. The remaining 952 square feet is dedicated as back of house area. The floor plan is in compliance with Title 19 which requires the site to have a minimum capacity for 125 guests; however, as the outdoor seating is necessary to meet this requirement, it must be available at all times during business hours. Also, the interior dining room includes a 13-seat indoor bar area separated from the indoor dining room by a 42-inch tall wall, which meets the Title 19 requirement that the bar area be separated from the restaurant area by a barrier sufficient enough to prevent access to the bar by minors.

The addition of the Supper Club use is compatible with Title 19, with the surrounding adjacent uses, is allowed in the P-C (Planned Community) zoning district with the approval of a Special Use Permit and is consistent with the VC (Village Commercial) Summerlin Land Use designation; therefore, staff is recommending approval of this request.

FINDINGS (SUP-37871)

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 Supper Club use is located within a shopping center that can accommodate a variety of uses including retail sales, medical and professional offices, personal services, and restaurants. The addition of a Supper Club use within this shopping center is consistent with the VC (Village Commercial) Summerlin Land Use designation.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the proposed Supper Club use as it will be operated within an existing shopping center with adequate parking and access.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site has shared access to existing driveways onto Village Center Circle, a 100-foot Primary Arterial, and Trails Center Drive, a Local Street, as designated by the Master Plan of Streets and Highways. The proposed use will not increase the intensity of the existing use, and therefore, the roadways are adequate in size.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The site will be subject to permitting, annual inspections and licensing by the City of Las Vegas, and will not compromise the public health, safety, and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use meets all applicable conditions of Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

NOTICES MAILED 1,101 (By City Clerk)

APPROVALS 10

PROTESTS 2

GK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37871** APN: 138-19-719-006

Name of Property Owner: Trails Village Center Company

Name of Applicant: Chronic Tacos

Name of Representative: Kolesar & Leatham, Chtd. - Attn: Benjamin J. Volmer, Esq.

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: _____

TRAILS VILLAGE CENTER COMPANY,
a Nevada Partnership

By its Managing Partner:
~~**Investment Properties II, LLC,**~~
a Nevada limited liability company

By: _____
James A. Christensen
Managing Member

Signature of Property Owner: _____

Print Name: BY: JAMES A. CHRISTENSEN

Subscribed and sworn before me

This 17th day of March, 2010

_____
Notary Public in and for said County and State

JUDITH COLLINS
Commission # 1858627
Notary Public - California
Orange County
My Comm. Expires Aug 19, 2013

RECEIVED
APR 06 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Supper Club Restaurant Establishment

Project Address (Location) 1910 Village Center Circle, Suite 1, Las Vegas, NV 89134

Project Name Chronic Tacos **Proposed Use** PC

Assessor's Parcel #(s) 138-19-719-006 **Ward #** 2

General Plan: existing SC proposed SC **Zoning:** existing PC proposed PC

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 17.64 A.P. **Lots/Units** _____ **Density** N/A

Additional Information _____

PROPERTY OWNER Trails Village Center Company **Contact** Sherri Lombardi

Address 1970 Village Center Circle, Suite 7 **Phone:** (702) 228-0816 **Fax:** (702) 228-1708

City Las Vegas **State** NV **Zip** 89134

E-mail Address investprop@earthlink.net

APPLICANT Chronic Tacos **Contact** Jed Feller

Address 11009 Cherwell Ct **Phone:** (702) 401-6656 **Fax:** (702) 466-5664

City Las Vegas **State** NV **Zip** 89144

E-mail Address drgrin373@yahoo.com

REPRESENTATIVE Kolesar & Leatham, Chtd. **Contact** Benjamin J. Volmer, Esq.

Address 3320 W. Sahara Ave., Suite 380 **Phone:** (702) 362-7800 **Fax:** (702) 362-9472

City Las Vegas **State** NV **Zip** 89102

E-mail Address bvolmer@klnevada.com

TRAILS VILLAGE CENTER COMPANY, BY

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JAMES A. CHRISTENSEN, MANAGING MEMBER OF INVESTMENT PROPERTIES II, LLC, AND LLC

Subscribed and sworn before me

This 17th day of March, 2010.

Judith Collins

WHO IS THE MANAGING MEMBER OF TRAILS VILLAGE CENTER GENL. PARTNERSHIP

Notary Public in and for said County and State

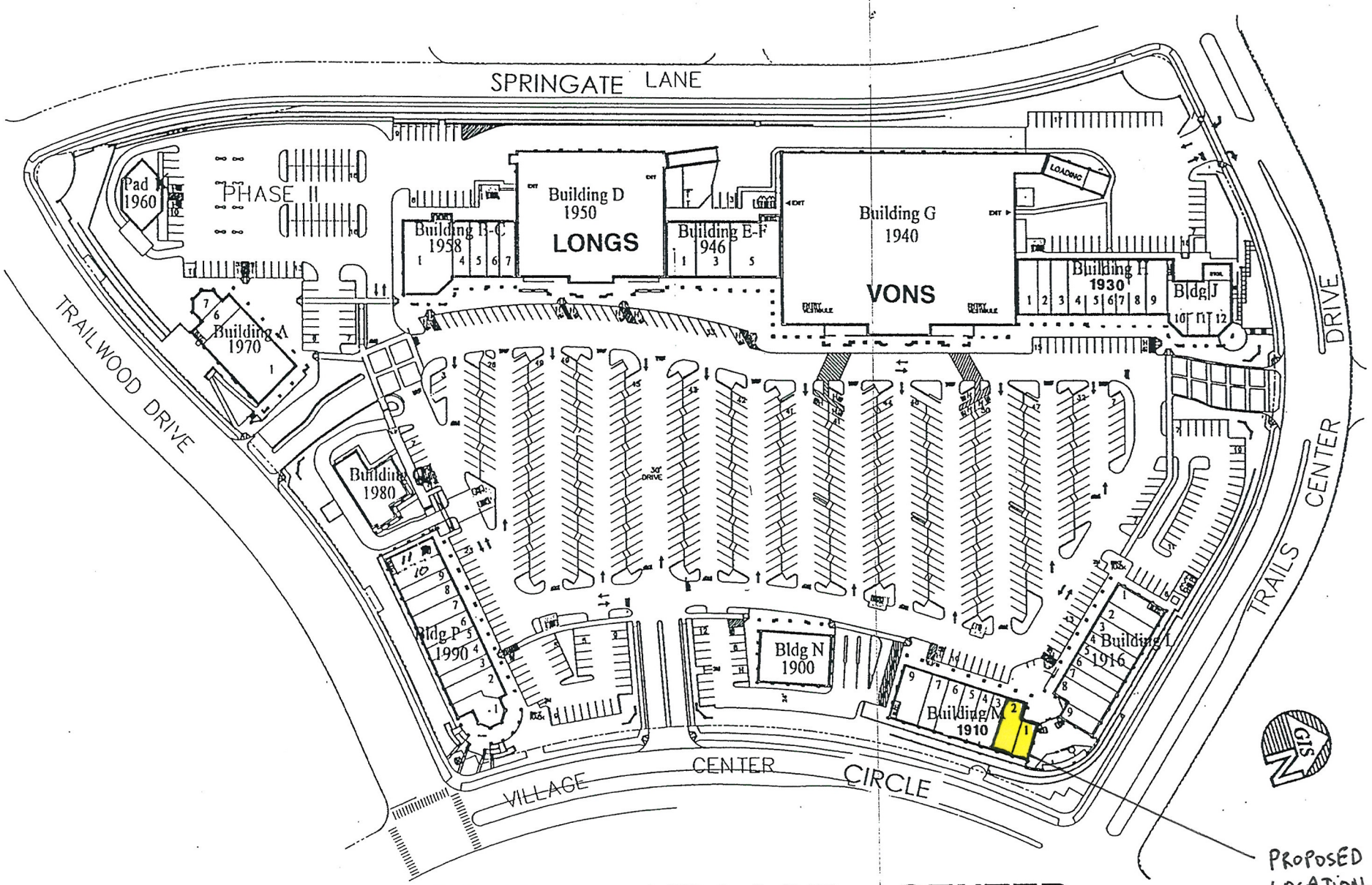
Revised 10/27/08

JUDITH COLLINS
Commission # 1858627
Notary Public - California
Orange County
My Comm. Expires Aug 19, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-37871
Meeting Date:	05-27-10
Total Fee:	$1,030.00
Date Received:*	4/6/10
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.



TRAILS VILLAGE CENTER

SUP-37871

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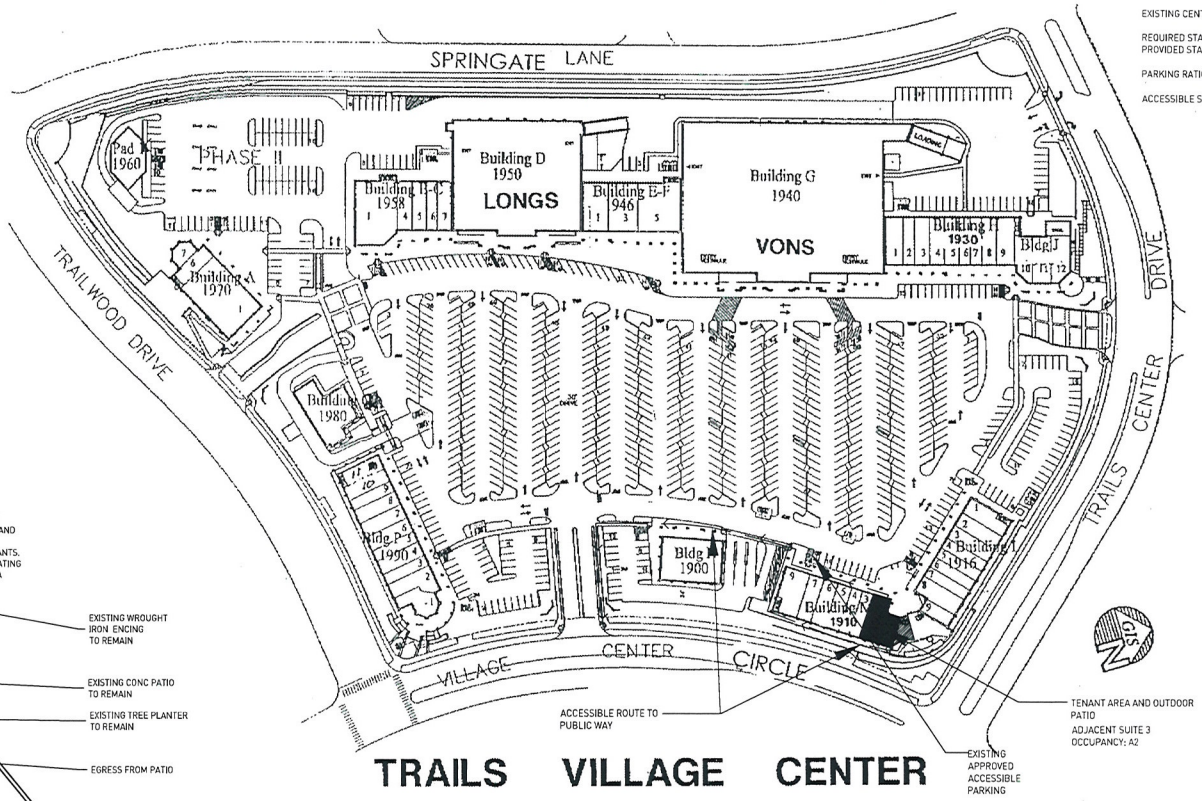
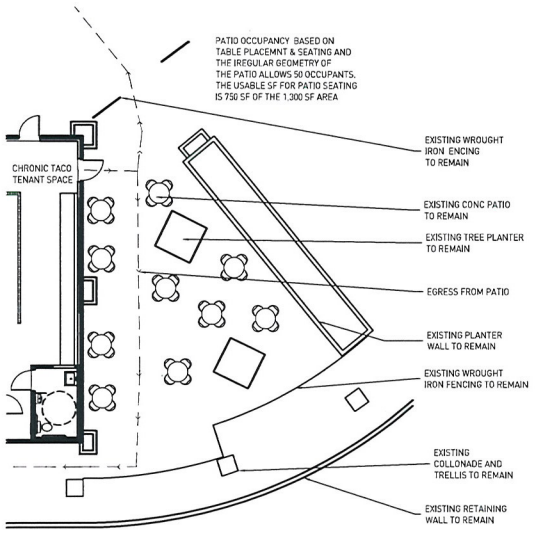


EXISTING CENTER PARKING:

REQUIRED STALLS	704
PROVIDED STALLS	901
PARKING RATIO 5.24/1000	
ACCESSIBLE STALLS	15 [VAN 10]



OUTDOOR PATIO PLAN SCALE: 1/8"=1-0"

SITE ACCESSIBILITY PLAN SCALE: NONE

PARKER SCAGGIARI
interiors | architecture
3841 W Charleston Blvd. • Suite 100 • Las Vegas, NV 89102
T 702.733.7759 F 702.733.9802 • www.psvegas.com

DRAWING TITLE: ACCESSIBILITY/SITE PLAN & PATIO AREA FIRST FLOOR

PROJECT TITLE: CHRONIC TACOS 1910 VILLAGE CENTER CIRCLE SUITE 1

These drawings include plans, design, details, specifications and information are the sole copyright of Parker and Scaggiari and are for the use of this specific project and shall not be used in any other work. Pursuant to the provisions of the WPS ACS.

Job No.	8775
Scale	NTS
Date	3/19/10
Drawn by	BP
Check by	BP

REVISIONS

ID1.0

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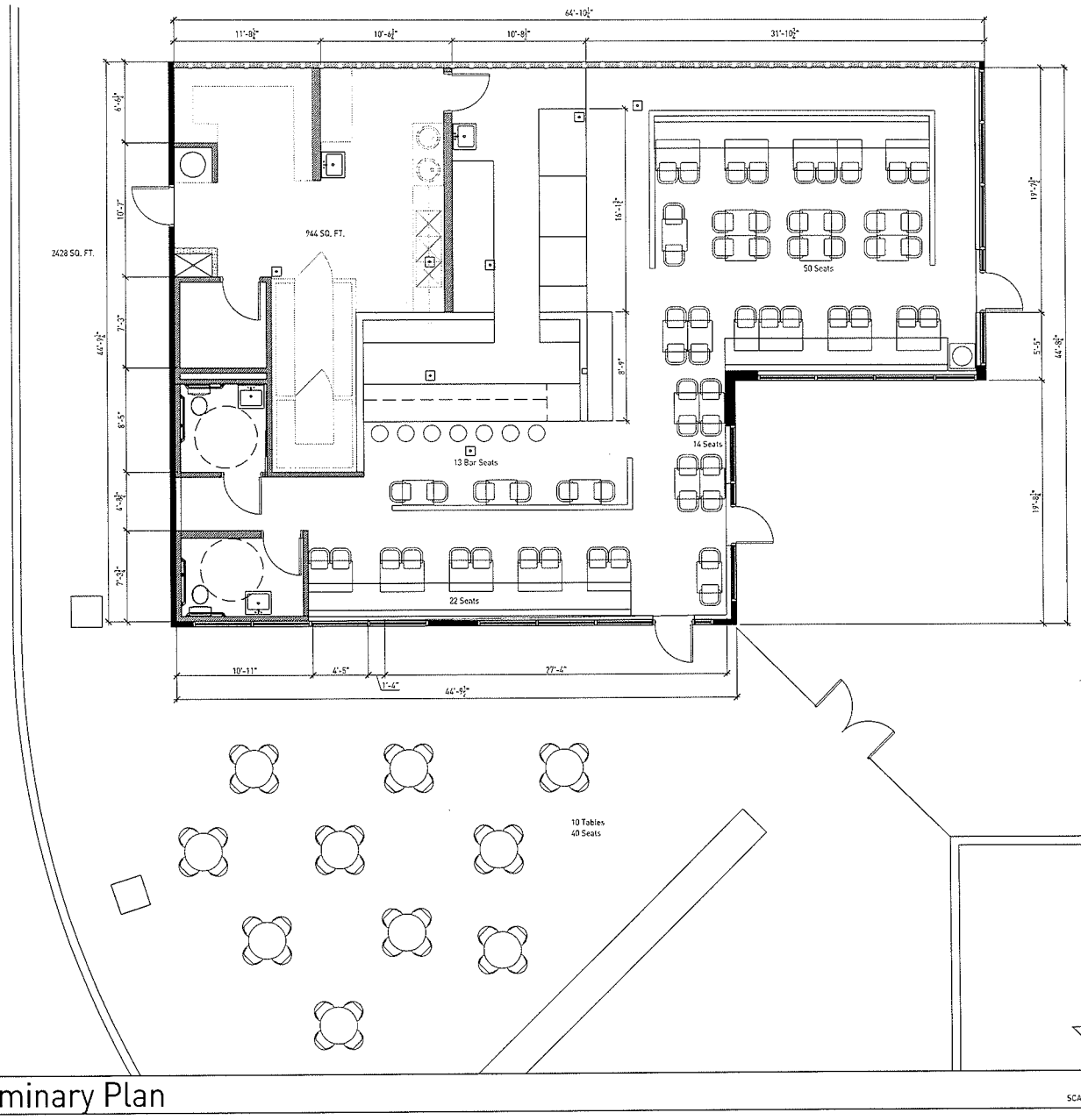
SUP-37871



INDOOR RESTAURANT SEATING	86
OUTDOOR RESTAURANT SEATING	40
10 TABLES @ 4 PER TABLE	
TOTAL RESTAURANT SEATING	126
BAR SEATING	13
TOTAL SEATS	139
INSIDE PUBLIC AREA 1,476 SF	
15 SF/OCCUPANT	98
OCCUPANTS	

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interiors | architecture
3841 W Charleston Blvd. • Suite 100 • Las Vegas, NV 89102
T 702.733.7759 F 702.733.9802 • www.psvegas.com

Preliminary Plan Concept
FIRST FLOOR

CHRONIC TACO
1910 VILLAGE CENTER CIRCLE SUITE I

REVISIONS

ID1.0

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SUP-37871
APR 06 2010

Preliminary Plan

SCALE: 1/4" = 1'-0"



SUP-37871 - APPLICANT: CHRONIC TACOS - OWNER: TRAILS VILLAGE CENTER COMPANY
1910 VIALLGE CENTER CIRCLE< SUITES #1 & #2

04/22/10



SUP-37871 - APPLICANT: CHRONIC TACOS - OWNER: TRAILS VILLAGE CENTER COMPANY
1910 VIALLGE CENTER CIRCLE< SUITES #1 & #2

04/22/10

BENJAMIN J. VOLMER, ESQ.
bvolmer@klnevada.com

LAW OFFICES
KOLESAR & LEATHAM, CHTD.
WELLS FARGO FINANCIAL CENTER
3320 WEST SAHARA AVENUE
SUITE 380
LAS VEGAS, NEVADA 89102

TELEPHONE
702/362-7800
FAX
702/362-9472
www.klnevada.com

April 14, 2010

VIA HAND-DELIVERY

City of Las Vegas
Planning & Development Department
731 South 4th Street
Las Vegas, NV 89101

Re: Supplement to Special Use Permit Application for:

Applicant:	**Chronic Summerlin, LLC, d/b/a Chronic Tacos**
APN:	**138-19-719-006**
Business Location:	**Trails Village Center, Summerlin** **1910 Village Center Circle, Suite 1** **Las Vegas, NV 89134**

Dear Sir/Madam:

This firm represents Chronic Summerlin, LLC, a Nevada limited liability company, doing business as Chronic Tacos (the "Applicant"). Enclosed, please find our firm check in the amount of $250.00 for additional fees to process the Special Use Permit Application. Per your request, please also find an updated version of the Justification Letter with the hours of operation for the business.

In the event you have any questions with regard to the foregoing, please do not hesitate to contact us. Thank you.

Very truly yours,

KOLESAR & LEATHAM, CHTD.

Benjamin J. Volmer, Esq.

BJV:lhw
Enclosures: as stated

cc: Dr. Jed Feller (w/o encls.)
Matthew D. Saltzman, Esq. (w/o encls.)
Dianne M. Sheridan, Paralegal (w/o encls.)

SUP-37871
REVISED

717584 (7781-1)

Pursuant to Sections 6.50.210-230 of the Las Vegas Municipal Code, the Applicant desires to open and operate a Chronic Tacos restaurant establishment within the Trails Village Center of Summerlin. Please note that the business will include sales of alcoholic beverages for on-premises consumption at tables/booths and within a separate bar/lounge area. Full-course meals will be available during all hours the bar area is open to the public and the restaurant operation will be the principal portion of the business. Currently, the business is planning to operate everyday between the hours of 6:00 AM and 11:00 PM. Please note that the business will include outside dining as indicated on the enclosed floor plan.

The introduction of alcohol sales at the business location will not adversely affect the environment or character of the immediate community, nor will it have a detrimental impact on adjacent properties within the Trails Village Center. No additional public services, utilities, parking or waivers should be necessary to accommodate the Applicant's proposed business operations at the location. Further, as an upscale restaurant establishment, the business will provide a benefit to the community and the neighboring businesses within the Trails Village Center of Summerlin.

In the event you have any questions with regard to the foregoing, please do not hesitate to contact us. Thank you.

Very truly yours,

KOLESAR & LEATHAM, CHTD.

Benjamin J. Volmer, Esq.

BJV:lhw
Enclosures: as stated

cc: Dr. Jed Feller (w/out encls.)
Matthew D. Saltzman, Esq. (w/o encls.)
David G. Alleman, Esq. (w/out encls.)
Dianne M. Sheridan, Paralegal (w/o encls.)

SUP-37871
REVISED

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APR 15 2010

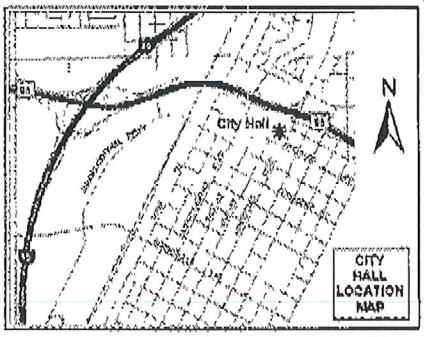
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871
13819315042
HOME SAVERS INC
P O BOX 880
LAS VEGAS NV 89125-0880

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MAY 17 2010

41P

05/18/2010 05:19 7027990811 JOHN F MILLER PAGE 01/01

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Las Vegas, Nevada 89101-2986

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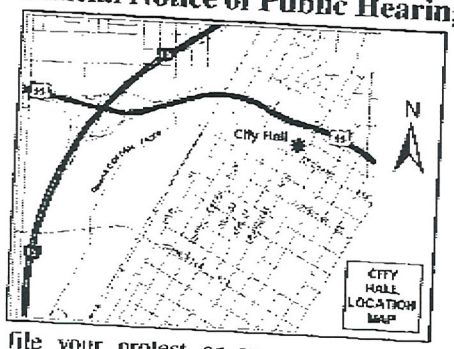

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37871

Planning Commission Meeting of 5/27/2010

13819716002 Case: SUP-37871
DARLINGTON DAVID K & KAREN Y
2009 FAYWOOD ST
LAS VEGAS NV 89134-6211

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MAY 18 2010

4A

Apr. 28 2009 03:03AM P1
FAX NO. :
FROM :

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

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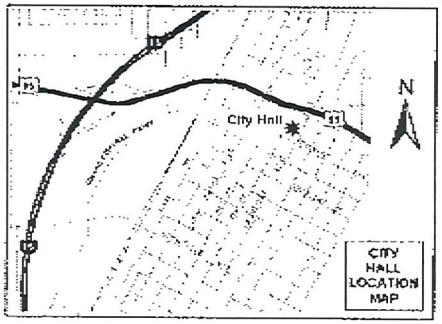

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871

13819616009
KACZOWSKI JON D & JENNIFER L
2056 GLORIETA LN
LAS VEGAS NV 89134-6233

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Las Vegas, Nevada 89101-2986

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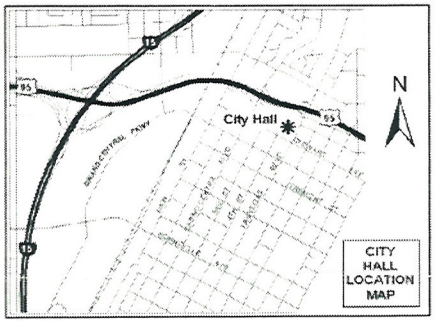

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871

13819319060
USISCHON ROBERT & IRENE
9901 TRAILWOOD DR #1052
LAS VEGAS NV 89134-6681

41P

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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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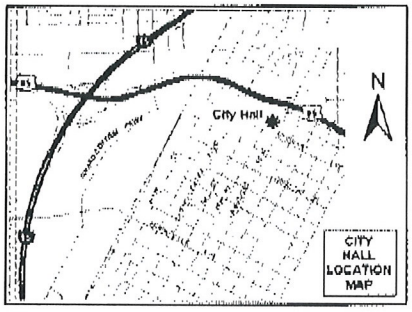

Sale of alcohol

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-37871

13819315024
SAVAGE WILLIAM U & CAROL LYN A
1917 SIERRA OAKS LN
LAS VEGAS NV 89134-6611

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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SUP-37871

Planning Commission Meeting of 5/27/2010

5/25

CAVDS11 89134

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Las Vegas, Nevada 89101-2986

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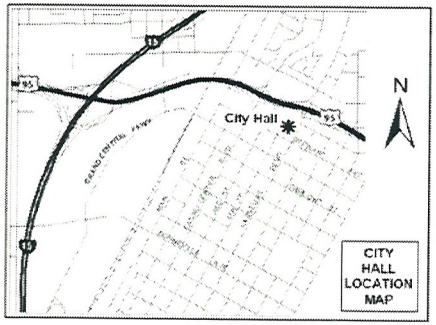

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37871
Planning Commission Meeting of 5/27/2010

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Case: SUP-37871
13819617036
MULLIGAN ANDREW P & HELENE A
9516 CLOUDCROFT AVE
LAS VEGAS NV 89134-6230

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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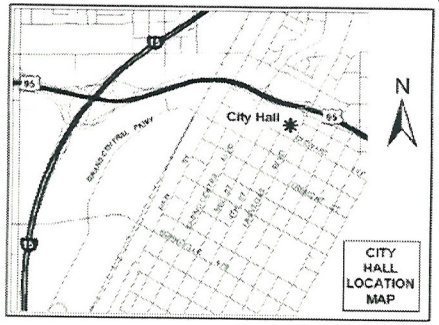

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37871

Planning Commission Meeting of 5/27/2010

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We can never have too many good ethnic restaurants!

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Case: SUP-37871

13819319024
KNAPP KEVIN
1930 VILLAGE CENTER CIR #3-311
LAS VEGAS NV 89134-6299

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City of Las Vegas
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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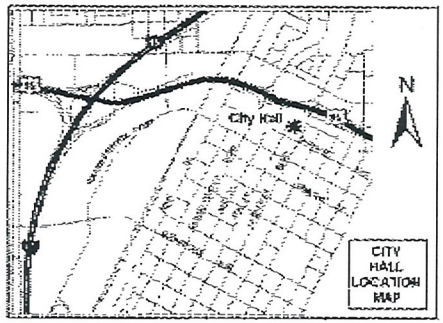

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

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Planning Commission Meeting of 5/27/2010

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Case: SUP-37871
13819721017
1815 VILLAGE CENTER CIRCLE L L C
1815 VILLAGE CENTER CIR # 120
LAS VEGAS NV 89134-6437

CAVDS11 89134

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Las Vegas, Nevada 89101-2986

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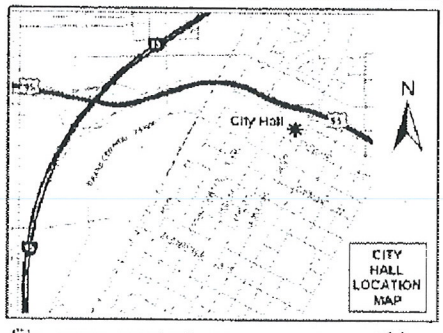

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871
13819412016
ERICKSON ROBERT E & ELOISE J
1813 CEDAR FLAT LN
LAS VEGAS NV 89134-6603

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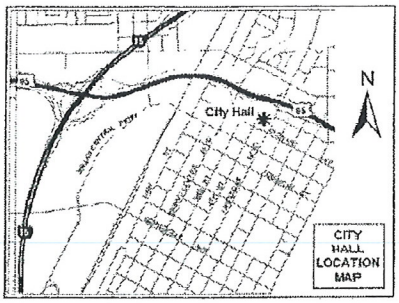

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871
13819212069
HINUEBER MARK A & MAUREEN E
2012 SPRING ROSE ST
LAS VEGAS NV 89134-6640

Application Information

SUP-37871 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CHRONIC TACOS - OWNER: TRAILS VILLAGE CENTER COMPANY - Request for a Special Use Permit FOR A PROPOSED 3,728 SQUARE-FOOT SUPPER CLUB at 1910 Village Center Circle, Suites #1 & #2 (APN 138-19-719-006), P-C (Planned Community) Zone, Ward 2 (Wolfson)

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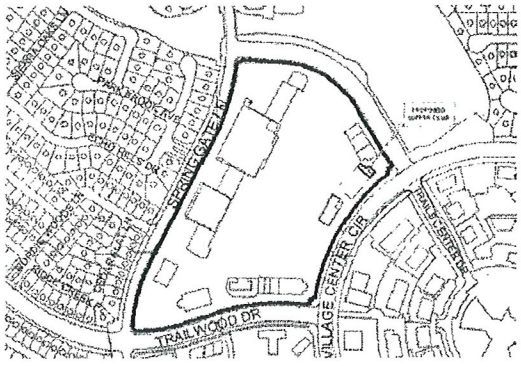
Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 27, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

41A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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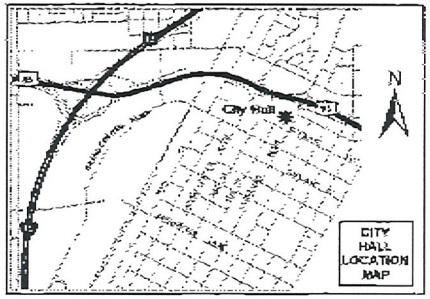

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871
13819616048
HILLEGASS FAMILY TRUST
9505 MOUNTAINAIR AVE
LAS VEGAS NV 89134-6220

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MAY 17 2010

4/A

May. 16. 2010 8:28PM No. 3453 P. 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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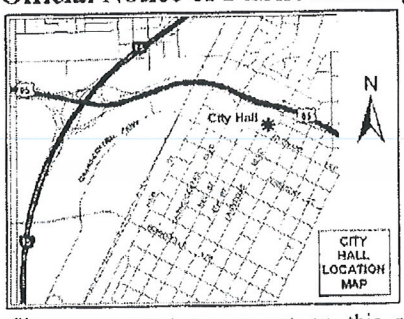
Return Service Requested
Official Notice of Public Hearing



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-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871
13820413017
TOURNAMENT PLAYERS CLUB
1700 VILLAGE CENTER CIR
LAS VEGAS NV 89134-6302

RECEIVED
MAY 17 2010

41A

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

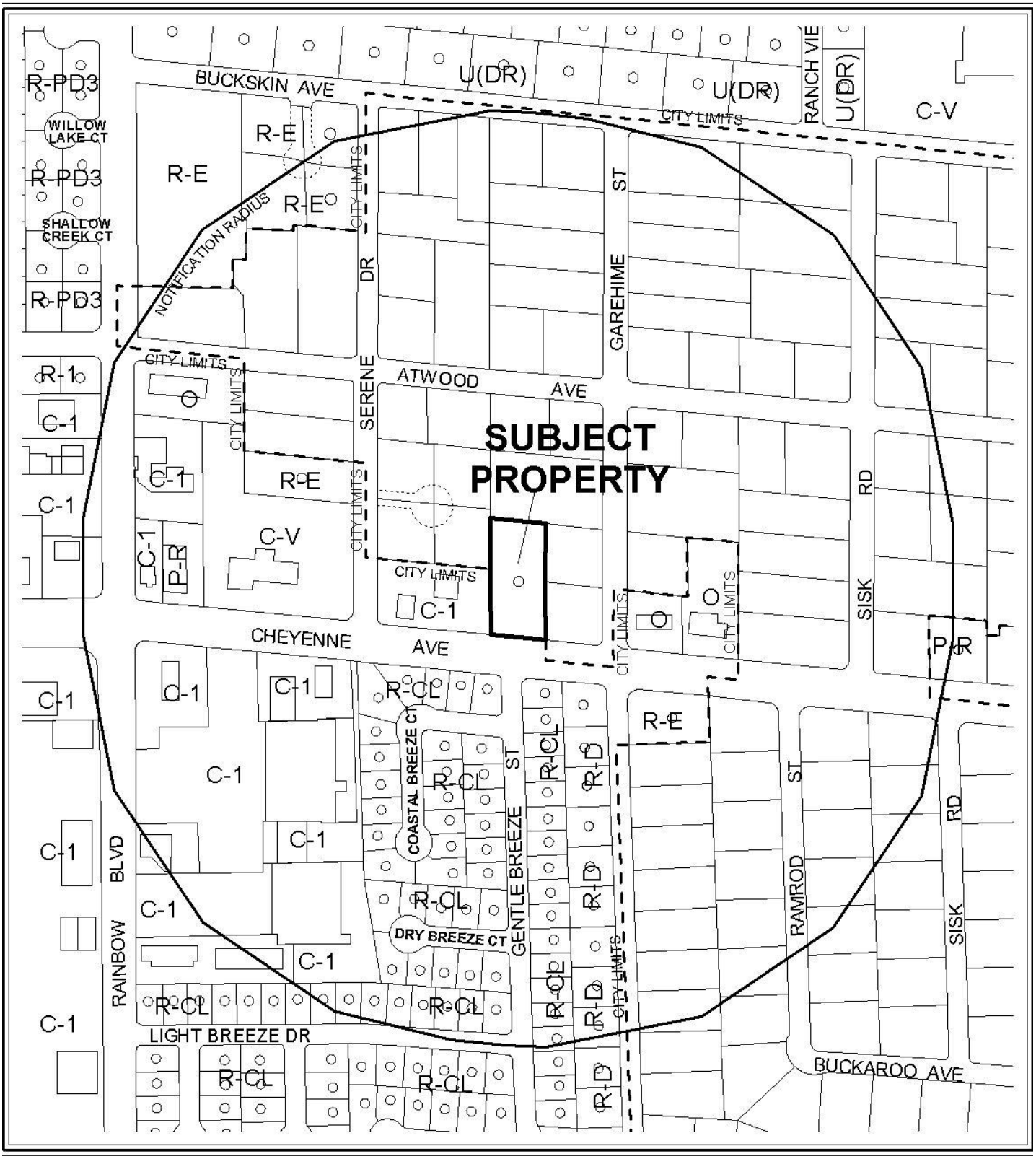
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37892 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PAITAKA P. AND TASEY MIYAHIRA - Request for a Special Use Permit FOR A 3,508 SQUARE-FOOT GROUP RESIDENTIAL CARE FACILITY (10 SENIOR CITIZENS) WITH A WAIVER TO ALLOW A 1,481-FOOT DISTANCE SEPARATION FROM ANOTHER GROUP RESIDENTIAL CARE FACILITY WHERE 1,500 FEET IS THE MINIMUM REQUIRED at 6640 West Cheyenne Avenue (APN 138-11-406-012), R-E (Residence Estates) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**10**
City Council Meeting	**0**	**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. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-37892



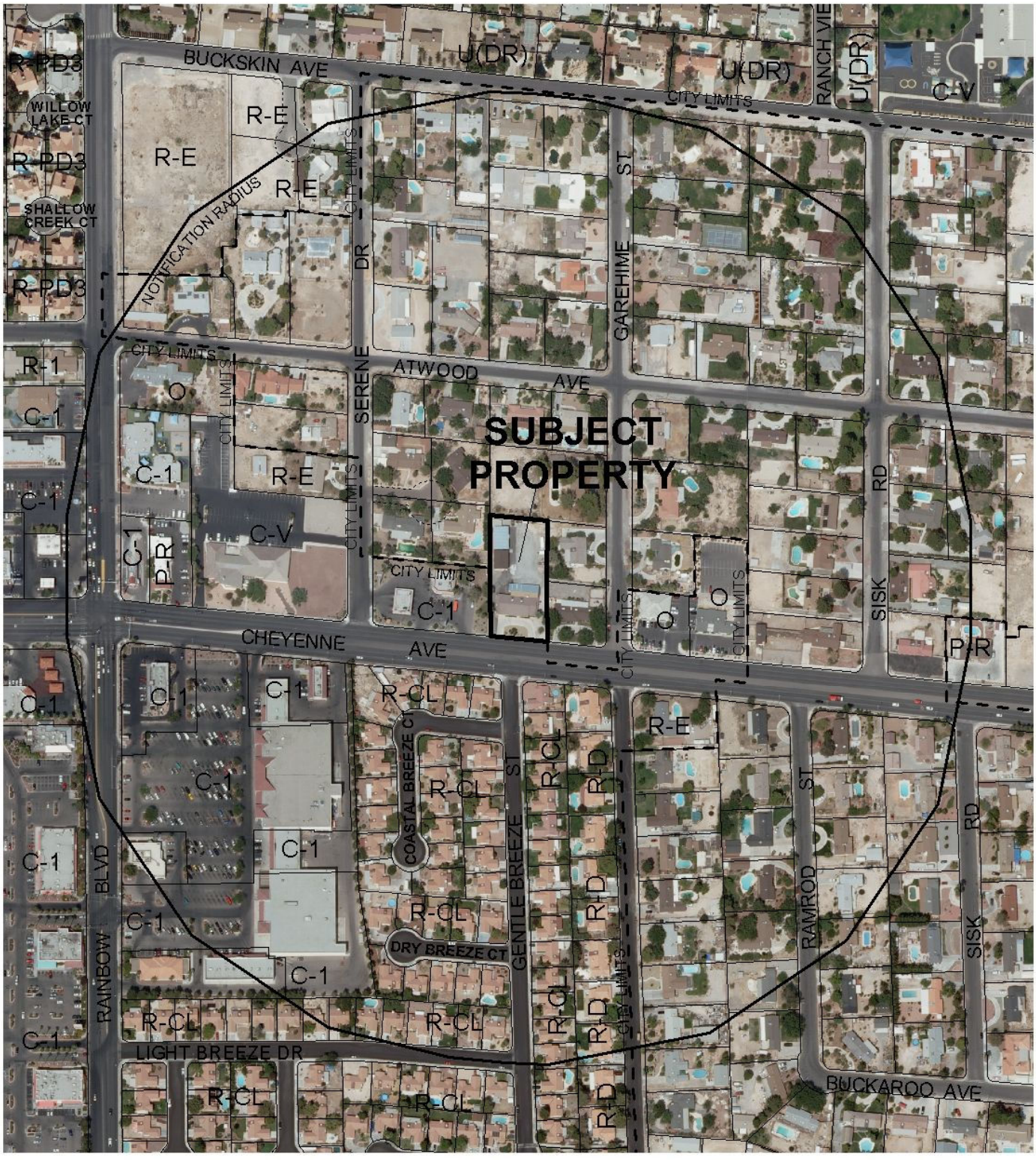
0 300 600 Feet

CASE: **SUP-37892**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



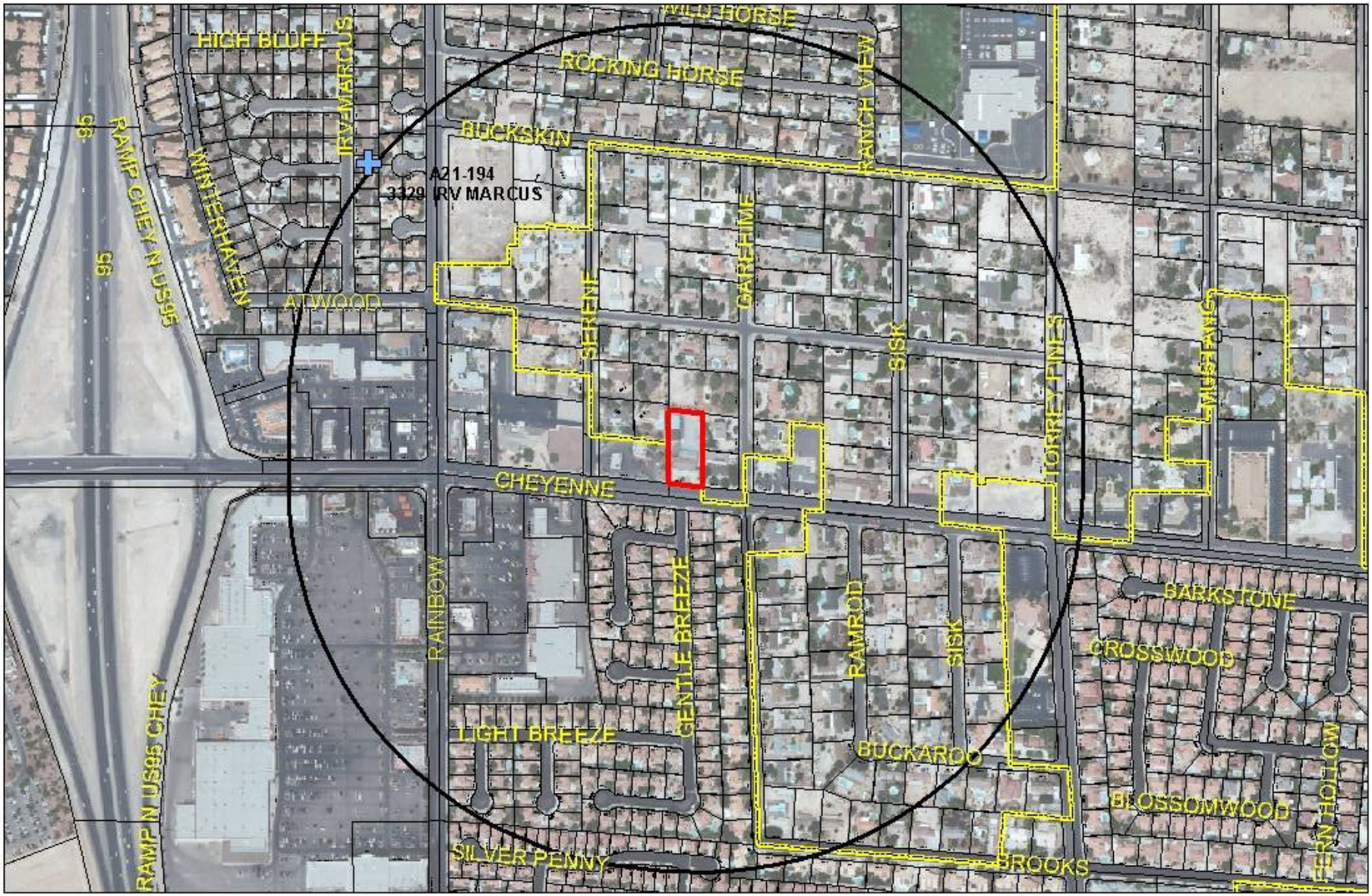
0 300 600 Feet

CASE: **SUP-37892**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



SUP-37892

Business Licenses

- Group Residential Care Facility
- Halfway House for Drug and Alcohol Abusers
- Facility for Transitional Living for Released Offenders

Subject Property

1500 Feet Buffer

0 365 730 1,460 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: PAITAKA P. AND TASEY MIYAHIRA

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37892	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37892 CONDITIONS

Planning and Development

1. There shall be a 1-year Administrative Required Review after issuance of a business license for the subject use.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Group Residential Care Facility use.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. The Group Residential Care Facility shall be limited to no more than 10 senior citizens at any one time.

5. Prior to occupancy, all necessary building permits shall be obtained for all proposed and existing structures and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

6. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

8. Prior to the issuance of any building permits, abandon the existing septic tank system per Southern Nevada Health District regulations and connect to the public sewer line in Cheyenne Avenue. Alternatively, provide a letter from the Southern Nevada Health District stating that the existing septic tank is acceptable.

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit (SUP-37892) for a single-story 3,508 square-foot Group Residential Care Facility for no more than ten senior citizens located at 6640 West Cheyenne Avenue. The proposed use meets all minimum Conditional Use Requirements of Title 19 requirements, with the exception of the 1,500-foot distance separation from another Group Residential Care Facility. The applicant is requesting a Waiver to allow a 1,481-foot distance separation from another Group Residential Care Facility. Staff recommends approval of this request as it can be conducted in a manner that is compatible with the surrounding uses and the requested Waiver is minor in nature. If this application is denied the property would remain as single-family residential use.

ISSUES

- The proposed Group Residential Care Facility does not meet condition #7, which states a facility may not be closer than 1,500 feet (measured by the means of the shortest distance from property line to property line) from another Group Residential Care Facility, a Facility for Transitional Living for Released Offenders, or a Halfway House for Recovering Alcohol and Drug Abusers. A Waiver is required as the nearest Group Residential Care Facility is located at 3329 Irv Markus Drive, which is approximately 1,481 feet to the northwest.
- A Project of Regional Significance is required, since the application is for a Special Use Permit and within 500 feet of Clark County.
- The property contains two metal car ports and a 1,200 square-foot storage garage, for which no building permits, can be located. A condition has been added to require building permits for all existing structures.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/14/94	The Planning Commission approved an Annexation [A-0013-94(A)] on .90 acres at 6640 West Cheyenne Avenue.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #43/jg).

Most Recent Change of Ownership	
04/14/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1977	The subject residence was constructed in 1977, which was under Clark County's jurisdiction.
02/04/97	A building permit (#97002442) was issued to reroof the Main Dwelling Unit, the permit was finaled on 02/11/97.

Pre-Application Meeting	
04/01/10	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • The proposed Group Residential Care Facility does not meet condition #7, which states a facility may not be closer than 1,500 feet (measured by the means of the shortest distance from property line to property line) from another Group Residential Care Facility, a Facaility for Transitional Living for Released Offenders, or a Halfway House for Recovering Alcohol and Drug Abusers. A Waiver will be required as the nearest Group Residential Care Facility is located at 3329 Irv Markus Drive, which is approximately 1,481 feet to the northwest. • A Waiver will be required for the distance separation. • A Project of Regional Significance is required, since the application is for a Special Use Permit and within 500 feet of Clark County. • All structures must have building permits. • The handicapped parking space must be van accessible.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	A single-family residence, with possible unpermitted structures.

Details of Application Request	
Site Area	
Net Acres	0.90

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family Residential	DR (Desert Rural)	R-E (Residence Estates)
North	Single Family Residential	RN (Rural Neighborhood)	R-E (Rural Estates) / Clark County
South	Single Family Residential	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Single Family Residential	RN (Rural Neighborhood)	R-E (Rural Estates) / Clark County
West	Service Station and Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (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		Y

DEVELOPMENT STANDARDS

Per Title 19.08.040.Table1

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	38,498 SF	Y
Min. Lot Width	100 Feet	136 Feet	Y
Min. Setbacks			
• Front	50 Feet	53 Feet	Y
• Side (East)	10 Feet	25 Feet	Y
• Side (West)	10 Feet	21 Feet	Y
• Rear	35 Feet	172 Feet	Y
Min. Distance Between Buildings	6 Feet	55 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Group Residential Care Facility	10 Residents	1 space per each 5 residents, plus an additional space for the administrator	3		15		Y
TOTAL SPACES REQUIRED			3		15		Y
TOTAL (With Handicapped)			2	1	14	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500-foot distance separation from another Group Residential Care Facility.	Allow a 1,481-foot distance separation from another Group Residential Care Facility.	Approval

ANALYSIS

The applicant is proposing a 3,508 square-foot Group Residential Care Facility for senior citizens on a developed single-family residential lot at 6640 West Cheyenne Avenue. The applicant states that they will accept any age group over 50. The applicant states that he has no experience running a Group Residential Care Facility, but has a Facility Administrator that has been his consultant and will manage the facility, including three staff members. A Group Residential Care Facility use is defined by Title 19.20.020 as "a dwelling of a residential character which is used or intended to be used to provide long-term housing and care for up to ten persons who are aged, infirm, physically or mentally handicapped, or physically dependent, and are living together for the purpose of training, observation, common support, or a combination thereof. The term does not include an individual residential care facility; a facility for transitional living for released offenders, a halfway house for recovering alcohol and drug abusers, a convalescent care facility/nursing home, or any facility which:"

1. Provides surgical, medical, psychiatric or other specialized treatment on a regular basis; or

2. Provides housing, care, or treatment to persons whose occupancy would constitute a direct threat to the health or safety of other individuals or their property.

The proposed use meets all minimum Conditional Use Requirements of Title 19 requirements, with the exception of the 1,500-foot distance separation from another Group Residential Care Facility. The applicant is requesting a Waiver to allow a 1,481-foot distance separation from another Group Residential Care Facility. The property also contains two metal car ports, for which no building permits can be located. A condition to require building permits for all structures has been added. The main dwelling was located in Clark County at the time of construction in 1977. The subject site also has two bus stops west of the property, one 470 feet on the north side of Cheyenne Avenue and the second 690 feet on the south side of Cheyenne Avenue, making public transportation for resident readily available. The Group Residential Care Facility will maintain the residential look of an R-E (Residence Estates) property, therefore, staff recommends approval.

FINDINGS (SUP-37892)

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 use is compatible with the D-R (Desert-Rural) General Plan designation and is surrounded by existing Clark County R-E (Rural Estates) Residential District on the east, north and west sides, and SC (Service Commercial) also to the west. Therefore, the use can be conducted in a manner that is harmonious and compatible with the surrounding residential and commercial uses surrounding the subject property.

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 Group Residential Care Facility use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

The site is accessed by Cheyenne Avenue, a 100-foot Freeway-Expressway as designated by the Master Plan of Streets and Highways. The proposed use of the subject site will be sufficiently served by existing roadway facilities.

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.

A Group Residential Care Facility use will be subject to regular inspections for licensing; therefore, public health, safety, and welfare will not be compromised. The proposed Group Residential Care Facility will comply with the City of Las Vegas Master Plan 2020 Housing Element Policy 2.2.2 encourages senior citizens' and assisted-living housing to develop to meet the needs of community residents.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Group Residential Care Facility does not meet condition #7, which states a facility may not be closer than 1,500 feet (measured by the means of the shortest distance from property line to property line) from another Group Residential Care Facility, a Facility for Transitional Living for Released Offenders, or a Halfway House for Recovering Alcohol and Drug Abusers. A Waiver will be required as the nearest Group Residential Care Facility is located at 3329 Irv Markus Drive, which is approximately 1,481 feet to the northwest.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 168 (By City Clerk)

APPROVALS 10

PROTESTS 7

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37892** APN: 138-11-406-012

Name of Property Owner: Paitaka, Tasey Miyahira

Name of Applicant: Pat & Tasey Miyahira

Name of Representative: Geoff Robbins

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: Tasey Miyahira

Print Name: PAITAKA P. MIYAHIRA. Tasey Miyahira

Subscribed and sworn before me

This 15th day of April, 2010

Notary Public in and for said County and State

SUZANNE FIFIELD
Notary Public State of Nevada
No. 07-2474-1
My appt. exp. Mar. 29, 2011

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 6640 West Cheyenne Ave.

Project Name OHANA ADULT GROUP CARE **Proposed Use** Adult Group Care

Assessor's Parcel #(s) 138-11-406-012 **Ward #** _____

General Plan: existing XRE proposed _____ **Zoning:** existing RE proposed Special Use

Commercial Square Footage 3508 **Floor Area Ratio** _____

Gross Acres 1.58 **Lots/Units** 10 **Density** _____

Additional Information _____

PROPERTY OWNER PAITAKA, Tasky Miyahira **Contact** PAT

Address 8455 Stange Ave **Phone:** 2891743 **Fax:** _____

City LV **State** NV **Zip** 89129

E-mail Address kuauboy@yahoo.com

APPLICANT Paitaka, Tasey Miyahira **Contact** PAT

Address P.O. Box 33054 **Phone:** 2891743 **Fax:** _____

City Las Vegas **State** NV **Zip** 89133

E-mail Address kuauboy@yahoo.com

REPRESENTATIVE Geoff Robbins **Contact** Geoff Robbins

Address 1722 Primerose Path **Phone:** 376 2518 / 453 0300 **Fax:** _____

City LV **State** NV. **Zip** 89108

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name PAITAKA P. MIYAHIRA

Subscribed and sworn before me

This 18th day of March, 20 10.

Suzanne Fifield

Notary Public in and for said County and State Clark/NV

SUZANNE FIFIELD
Notary Public State of Nevada
No. 07-2474-1
My appt. exp. Mar. 29, 2011

RECEIVED
APR 08 2010

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-37892
Meeting Date:	05/27/10
Total Fee:	1030.00
Date Received:*	04/08/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

SITE INFORMATION

ZONING APN No 138-114-06012
EXISTING R-1 TO
SPECIAL USE PERMITT.

AREA (Approximate, to be verified)
Net Area: 46,068.75 SF = 43,560 SF =
1.58 ACRES.

PARKING REQUIREMENTS

Parking Calculations (per Code)	Required	Provided
Parking Ratio:		
Parking Required:		
PARKING PROVIDED:	15 STALLS	

SETBACKS
Front:
Rear:
Side: EXISTING.
Corner Street Side:

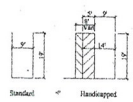
BUILDING HEIGHT
Allowed: 35' MAX
Provided: 16'.6"

BUILDING COVERAGE
Allowed:
Provided: 11%

BUILDING AREAS
EXIST. RESIDENCE = 3508 SF
EXIST. GARAGE = 502 SF
EXIST. STORAGE/GAR. = 1200 SF
TOTAL 5210 SF



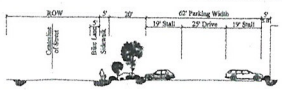
Fire Turning Radius



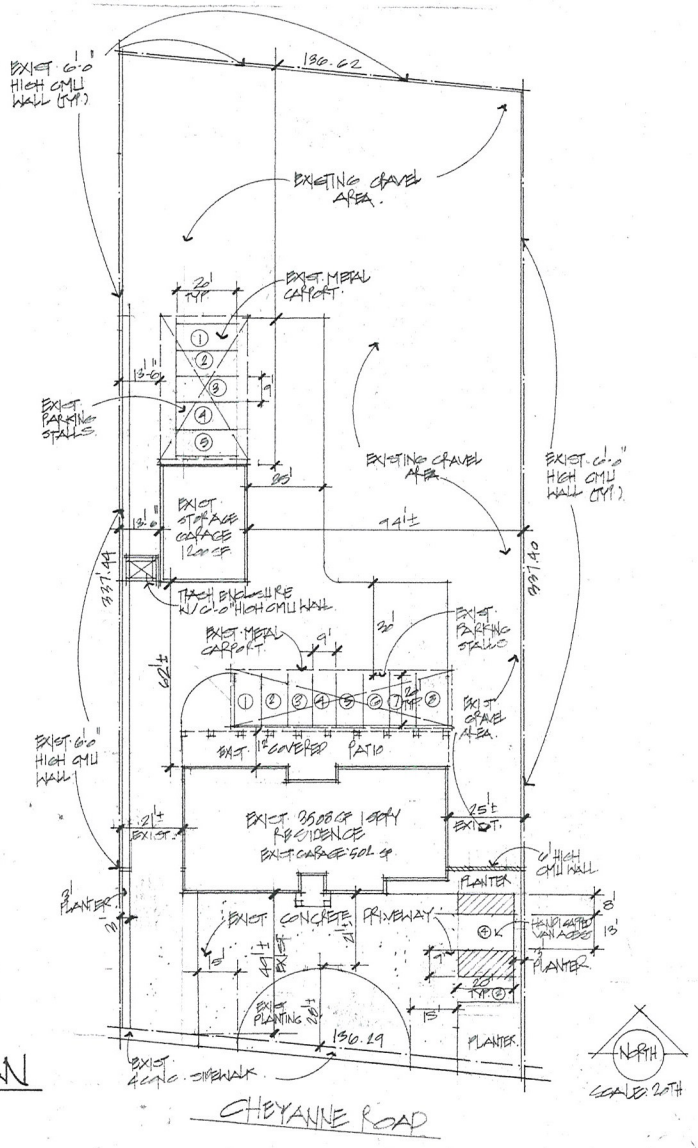
Typical Parking Spaces



CMU Wall C-C



Typical Street/Landscape Section A-A



SITE PLAN

OHANA
ADULT GROUP CARE HOME
6640 CHEYANNE AVE.
LAS VEGAS, NV.

Residential & Commercial Design & Rendering
J W DESIGN
Jeffrey Weinberg
16 W. Pacific Ave., Suite 3
Henderson, NV 89015
(702) 558-9736

3.18.10

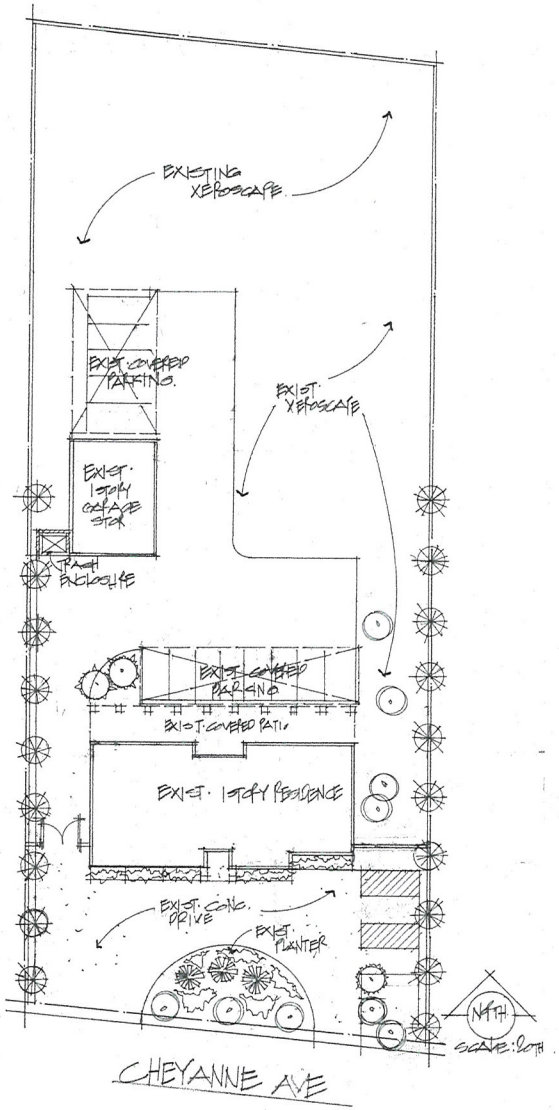
1
of 4

RECEIVED
MAY 06 2010

SUP-37892
REVISED

TREE / PLANT SCHEDULE

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	82	24" Box 15 Gal.	20'-30' On Center	MODESTO ASH	Fraxinus velutina "Modesto"
	28	24" Box 15 Gal.	20'-30' On Center	TEXANA PRIVET	Ligustrum japonicum "Texanum"
	49	24" Box 15 Gal.	20'-30' On Center	MONDEL PINE	Pinus pigra
	24	Height Varies	Varies, See Setback Requirements	MEXICAN FAN PALM	Washingtonia robusta "Mexican Fan Palm"
	12	24" Box 15 Gal.	Varies, See Setback Requirements	FLOWERING PLUM	Prunus blireiana
	47	1 - 5 Gallon	N/A	Ornamental Ground Semba and Cover	
		N/A	N/A	Xeroscape / Turf	



OHANA ADULT GROUP CARE HOME
6620 CHEYANNE AVE.
LAS VEGAS, NV.

Residential & Commercial Design & Rendering
J W DESIGN
Jeffrey Weinberg
10 W. Pacific Ave., Suite 2
Henderson, Nevada 89015
(702) 558-9716

3-18-10

2 of 4

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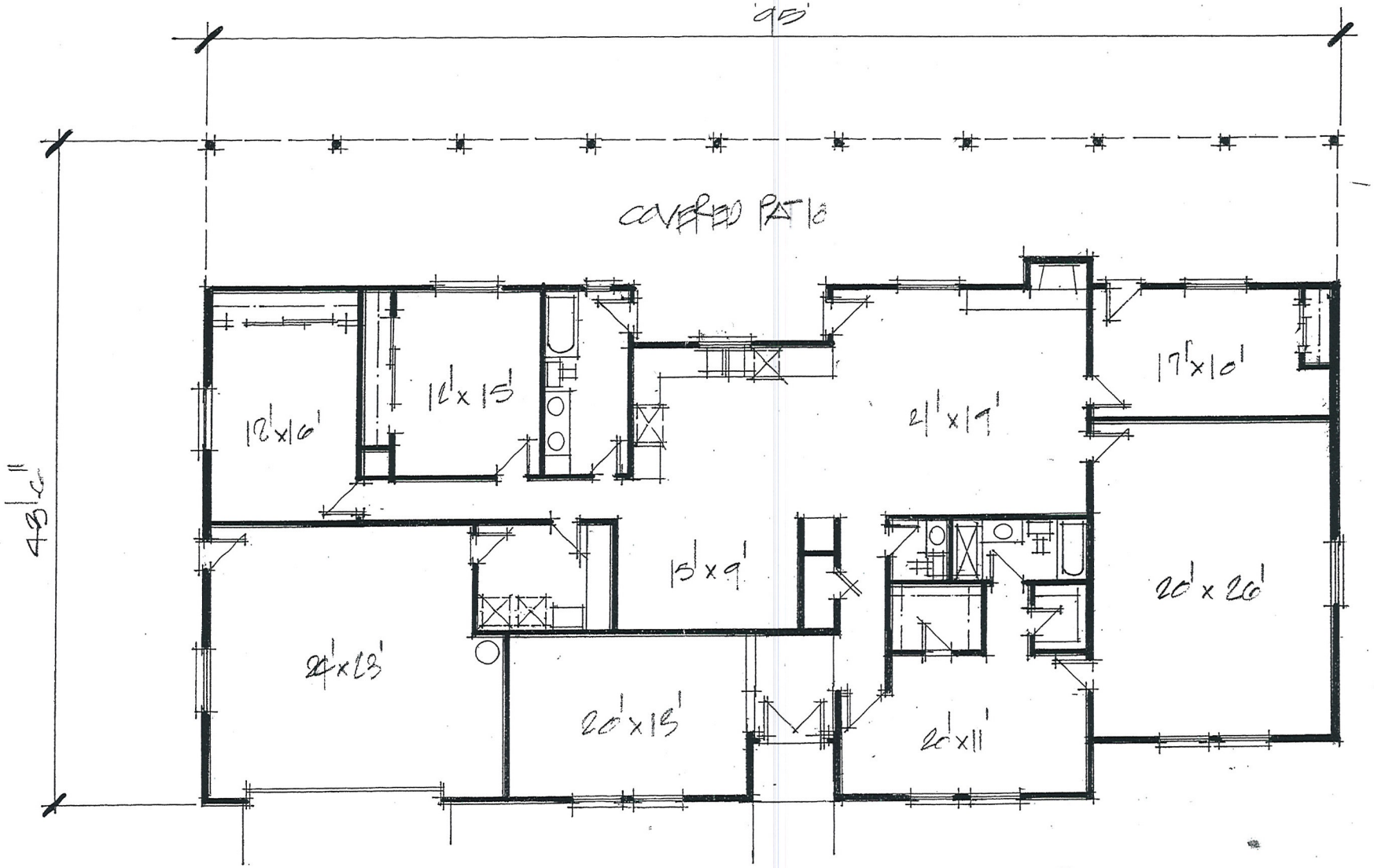
MAY 06 2010

LANDSCAPE PLAN

SUP-37892
REVISED



PRELIM FLOOR PLAN 3502 SQ. FT + (500 SF. GARAGE)

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APR 08 2010
SUP-37892

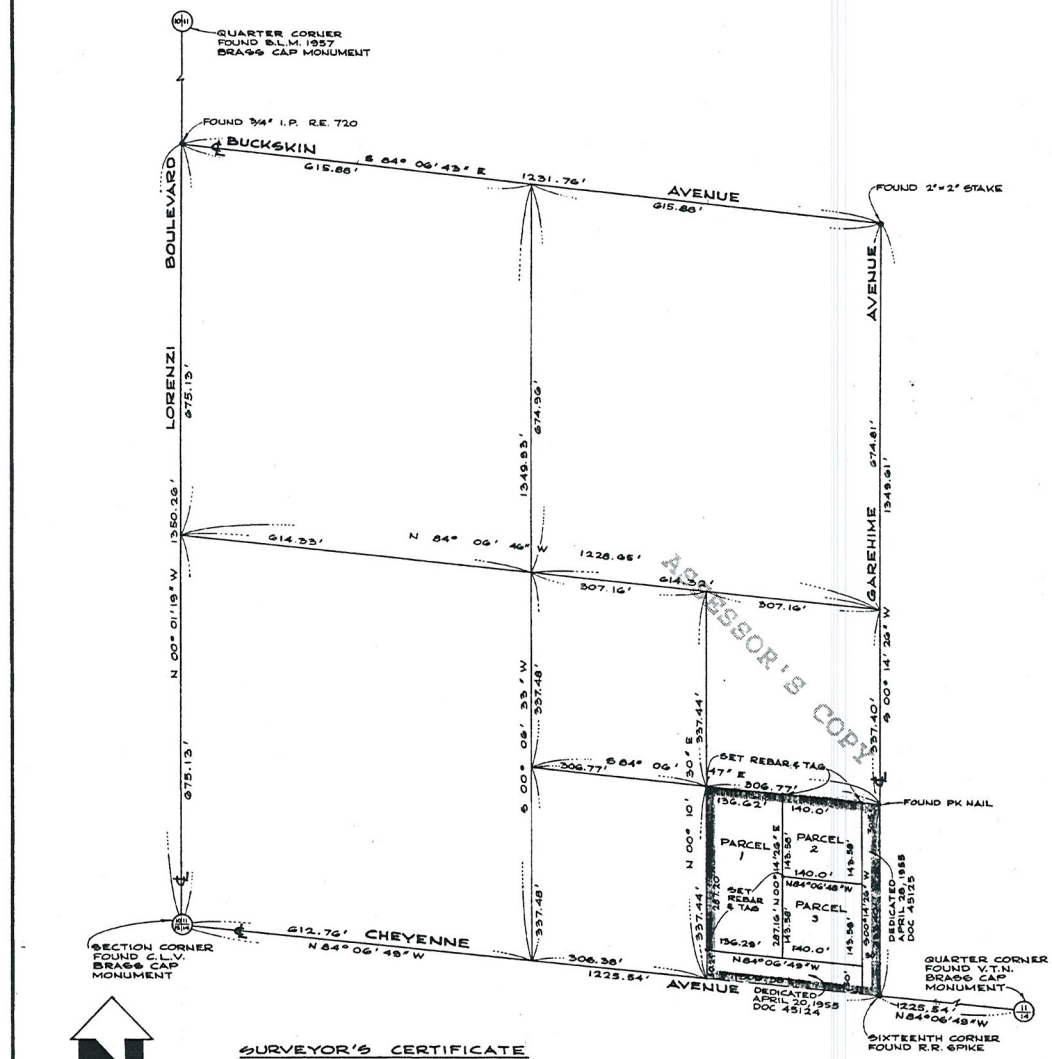
DRAWING NUMBER PARCEL FILE 2 PAGE 14

PEEL PROTECTIVE BACKING TO EXPOSE ADHESIVE. POSITION EDGE OF PRINT ON THIS LINE AND PULL TO ADHERE.

PLAN HOLD CORPORATION • TORRANCE • CALIFORNIA

Book 414

373049



SCALE
1" = 100'
FEBRUARY 1974

SURVEYOR'S CERTIFICATE

I, NORTON K. EARLE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT THIS MAP ACCURATELY DELINEATES A SURVEY MADE BY MYSELF ON 9 JAN 1974, AT THE REQUEST OF TASS C. & LOIS I. HARDIN & DOES CONSTITUTE A SUBDIVISION AS DEFINED BY NEVADA STATUTES. THE MONUMENTS SHOWN ARE IN PLACE AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Norton K Earle
LAND SURVEYOR CERTIFICATE NO. 2678
NORTON K EARLE

REGISTERED LAND SURVEYOR NORTON K. EARLE No. 2678 STATE OF NEVADA

BASIS OF BEARING

THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 - N 84°06'49"W AS SHOWN ON FILE 25 PAGE 2 AND FILE 29 PAGE 40, RECORDS OF CLARK COUNTY.

OWNER'S CERTIFICATE & DEDICATION

WE, TASS C. HARDIN AND LOIS I. HARDIN, OWNERS OF THE LEGALLY DESCRIBED PROPERTY HAVE CAUSED THESE LANDS TO BE SURVEYED AND PLATTED INTO PARCELS AND STREETS AS SHOWN, AND DO HEREBY OFFER AND DEDICATE EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN UTILITIES TO THE PUBLIC UTILITY AGENCIES.

Tass C Hardin — TASS C. HARDIN
Lois I Hardin — LOIS I. HARDIN
FEBRUARY 14, 1974 — DATE

ACKNOWLEDGEMENT

STATE OF NEVADA } SS
COUNTY OF CLARK }
ON THIS 14th DAY OF FEBRUARY 1974, TASS C. HARDIN AND LOIS I. HARDIN PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

Margie M. Evans MARGIE M. EVANS
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES JAN. 29, 1978

MARGIE M. EVANS
Notary Public—State of Nevada
COUNTY OF CLARK
My Commission Expires Jan. 29, 1978

UTILITY AGENCIES & COMPANIES

WE THE HEREIN NAMED PUBLIC UTILITY AGENCIES & COMPANIES DO HEREBY APPROVE THE GRANT OF EASEMENTS AS SHOWN ON THIS MAP.

George Massa GEORGE MASSA CENTRAL TELEPHONE COMPANY	2/13/74 DATE
PHILLIP B. HUGHES NEVADA POWER COMPANY	2/13/74 DATE
RICHARD H. BRADSHAW SOUTHWEST GAS CORPORATION	2/12/74 DATE
Jerry Kelley JERRY KELLEY CLARK COUNTY SANITATION DISTRICT	2/13/74 DATE
M. R. Walsh HYRON R. WALSH LAS VEGAS VALLEY WATER DISTRICT	2/13/74 DATE
James Barrett JAMES BARRETT CLARK COUNTY FIRE DEPARTMENT	2/14/74 DATE
James Wren-Jarvis JAMES WREN-JARVIS CLARK COUNTY HEALTH DEPARTMENT	2/13/74 DATE

APPROVALS

APPROVED THIS 18TH DAY OF MARCH 1974 BY THE CLARK COUNTY PLANNING COMMISSION. APPROVED FOR SUBDIVISION PURPOSES.

David M. Cox
DAVID M. COX - CHAIRMAN

APPROVED AND ACCEPTED THIS 20TH DAY OF MARCH 1974, BY THE BOARD OF COUNTY COMMISSIONERS, CLARK COUNTY, NEVADA. APPROVED FOR SUBDIVISION PURPOSES.

Tom Wiesner — TOM WIESNER, CHAIRMAN
Loretta Bowman — ATTEST: LORETTA BOWMAN, COUNTY CLERK

MS-23-74

PARCEL MAP FOR TASS C. AND LOIS I. HARDIN 6620 W. CHEYENNE AVENUE - LAS VEGAS	NO. 373049 RECORDED AT THE REQUEST OF TASS C. HARDIN DATE 4-2-74 AT 9:45 A.M. FILE 2 PAGE 14 OF PARCEL MAPS OFFICIAL RECORDS BOOK NO. 414 CLARK COUNTY, NEVADA RECORDS
SE¼ OF THE SE¼ OF THE SW¼ OF THE SW¼ OF SECTION 11, T.20S., R.60E. M.D.M. CLARK COUNTY, NEVADA	PAUL E. HORN, RECORDER FEE $2.50 DEPUTY G.V.
NORTON K. EARLE & ASSOCIATES LAND SURVEYORS & MINERAL SURVEYORS	

FILE 2 PAGE 14

ASSESSOR'S COPY
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APR 08 2019

SUP-37892



SUP-37892 - APPLICANT/OWNER: PAITAKA P. AND TASEY MIYAHIRA
6640 WEST CHEYENNE AVENUE

04/22/10



SUP-37892 - APPLICANT/OWNER: PAITAKA P. AND TASEY MIYAHIRA
6640 WEST CHEYENNE AVENUE

04/22/10

Tuesday, April 06, 2010

To Whom It May Concern:

We would like to apply for a Special Use Permit for a proposed Group Residential Care Facility located at 6640 W. Cheyenne Avenue, Las Vegas, NV 89108. The proposed use is located 1481 feet away from another Group Residential Care Facility, which is not consistent with condition #7 listed in Title 19.04. The required footage distance of 1,500 linear feet from a current adult care facility is not met. We are 19' short. The home will be located at 6640 W. Cheyenne Avenue, Las Vegas, NV 89108. The home will be called Ohana (Family) Care Manor and will house 10 adults and 3 staff members. It will be open 24 hours a day, 7 days a week.

According to the April 2nd, 2010 issue of the Las Vegas Sun, it states that Nevada is due for an influx of seniors. Experts say the state is unprepared because of limited resources. The U.S. Census Bureau projects that the fastest growing segment of Nevada's population over the next 10 years will be senior citizens, and the prospect has policy makers on edge. In 2008, although Nevada's population grew 1.4 percent that year, the Census Bureau estimated that the number of residents age 65 and older increased by 3.9 percent. In short, this article addresses the immediate and upcoming urgent need for adult care facilities such as the one we are proposing. See attached article.

We feel that given the location of our proposed facility, it will impact the community in a positive manner. There will be none or a minimal increase in traffic to the area. Street elevations will be vastly improved and add to the value and attractiveness of the neighborhood. The landscaping will be such that it will be very attractive and enhance the surrounding neighborhood. The manor will also provide employment opportunities at a time when so many in the work force are being let go or laid off.

The surrounding properties consist of a Chevron Gas Station, the property to the North is vacant and Bank Owned. The 2 properties to the East are owned by one family and we have enclosed a letter that concurs with our proposal. See attached letter.

Please consider our request as there will come a time that our parents, grandparents and even ourselves will need some assistance as we become senior citizens.

Thank you in advance for your consideration of this project.

Paitaka P. Miyahira
Property Owner

Tasey Miyahira
Property Owner

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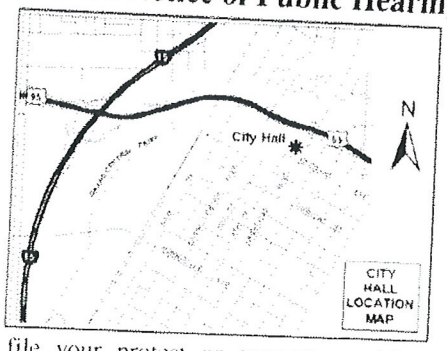
APR 08 2010
SUP-37892

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

Return Service Requested

Official Notice of Public Hearing



THERE IS ALREADY ONE to MANY GROUP HOMES IN OUR NEIGHBORHOOD. TO MANY STRANGE PEOPLE WALKING OUR ONCE QUIET STREETS.

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-37892

Planning Commission Meeting of 5/27/2010

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Case: SUP-37892

13811402008
FORTE JOSEPH & DONNA
3365 GAREHIME
LAS VEGAS NV 89108-4934

43P

05/15/2010 11:40 FAX 6563564

001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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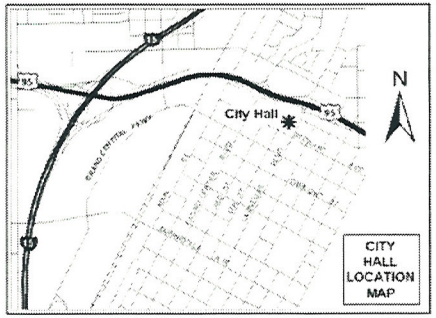

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-37892
Planning Commission Meeting of 5/27/2010

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MAY 19 2010

Case: SUP-37892
13811406003
CAMERON ROY EUGENE & CAROLYN L
6635 ATWOOD AVE
LAS VEGAS NV 89108-4913

434

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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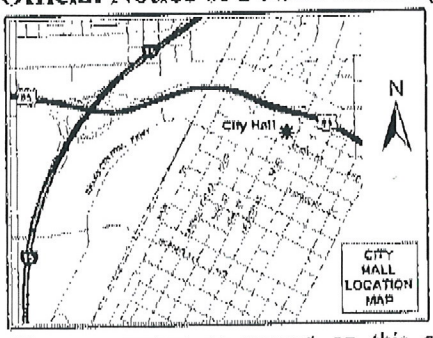

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37892

Planning Commission Meeting of 5/27/2010

Case: SUP-37892
13811408001
WONG PAUL A LIVING TRUST
6485 ATWOOD AVE
LAS VEGAS NV 89108-4909

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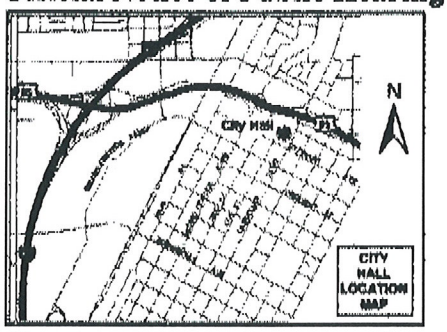

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37892

Planning Commission Meeting of 5/27/2010

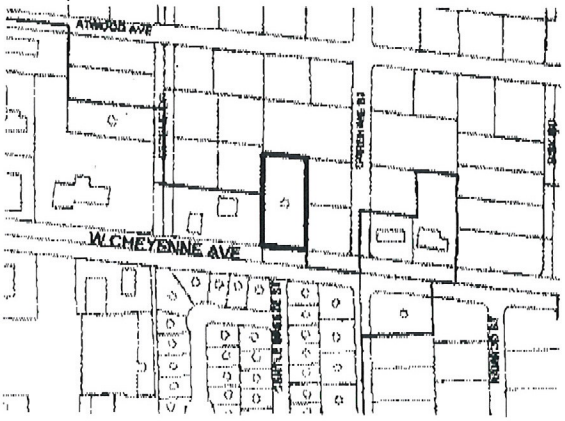
Case: SUP-37892

13811408012
VIETNAM VETERANS AMER CHAPTER 17
2245 N GREEN VALLEY PKWY #627
HENDERSON NV 89014-5024

Application Information

SUP-37892 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PAITAKA P. AND TASEY MIYAHIRA - Request for a Special Use Permit FOR A 3,508 SQUARE-FOOT GROUP RESIDENTIAL CARE FACILITY (10 SENIOR CITIZENS) WITH A WAIVER TO ALLOW A 1,481-FOOT DISTANCE SEPARATION FROM ANOTHER GROUP RESIDENTIAL CARE FACILITY WHERE 1,500 FEET IS THE MINIMUM REQUIRED at 6640 West Cheyenne Avenue (APN 138-11-406-012), R-E (Residence Estates) Zone, Ward 4 (Anthony).

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***May 27, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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MAY 19 2010

43A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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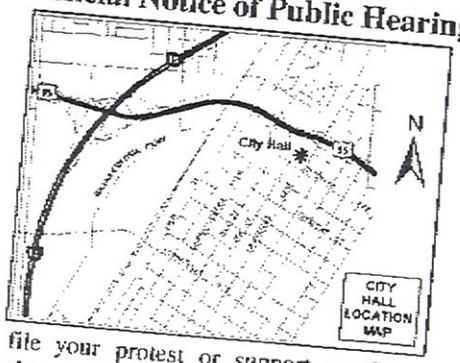

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37892

Planning Commission Meeting of 5/27/2010

13811403011 Case: SUP-37892
COX JOSEPH MARION & JO ANN
6540 ATWOOD AVE
LAS VEGAS NV 89108-4912

ALPHAMAILBOX

PAGE 01/01

RECEIVED
MAY 27 2010

Submitted after final agenda
Date
Item 43P

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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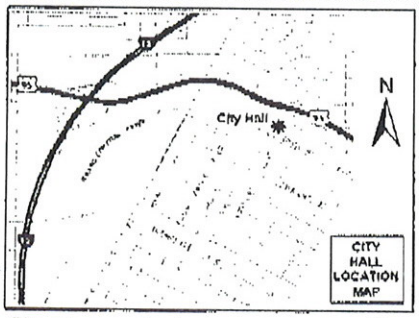

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37892

Planning Commission Meeting of 5/27/2010

Case: SUP-37892

13611408005
FLETCHER FAMILY TRUST
3264 N SISK RD
LAS VEGAS NV 89108-0000

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MAY 20 2010

Submitted after final agenda
Date Item 43P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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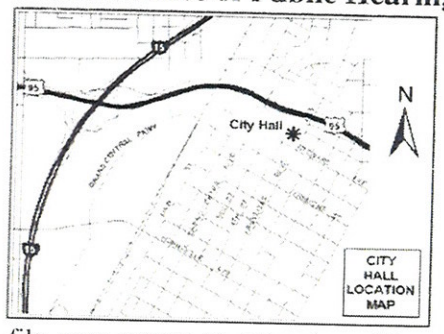

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37892

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 27 2010

Case: SUP-37892

13811406012
HARDIN TASS C & LOIS I
P O BOX 33054
LAS VEGAS NV 89133-3054

Submitted after final agenda
Date
Item 43A.

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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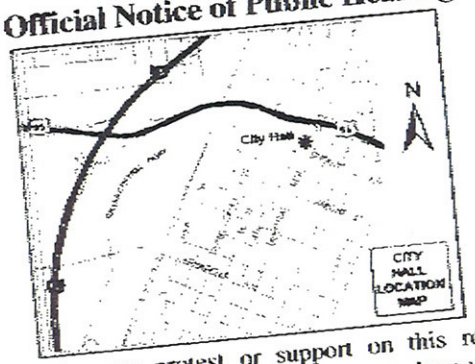

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37892
Planning Commission Meeting of 5/27/2010

Case: SUP-37892

13811407012
GAO TUNG LIEN & MING-TAI
1731 LEANING PINE DR
DIAMOND BAR CA 91765-2738

RECEIVED
MAY 20 2010

Submitted after final agenda
Date
Item 43A

Letter from Neighbor on East
Michael, Pamela Hardin
Glad to see this project coming

Support

Tuesday, April 06, 2010

To Whom It May Concern:

We currently own the 2 adjacent properties to the east of the proposed Adult Care facility on 6640 West Cheyenne Avenue. Our addresses are 3235 N. Garehime and 6620 West Cheyenne Avenue.

We are not opposed to this proposal. We feel this will help our property values and enhance the neighborhood.

Thank you,

Michael Hardin

Pamela Hardin

Michael Hardin

Pamela Hardin

Submitted at Planning Commission

Date 5/27/2010 Item 43

May 14th, 2010

RE: **OHANA GROUP CARE HOME**

ADDRESS: 6640 West Cheyenne Avenue

OWNERS: Paitaka & Tasey Miyahira

Support

We are proposing to establish an adult care home at this address. This facility will care for up to 10 people and will have a staff of up to 3 people.

We feel that there is a need for this type of facility and are willing to do the work involved. We ask for your approval. Should you have any questions, please call Pat at (702) 289-1743.

Thank you,
Pat & Tasey Miyahira

Name	Address	Phone
Dennis Smith	Will Not oppose (does not care) 3240 Serene Dr. LVNV 89103 (Pat Miyahira)	
Brittany Rice	3260 Serene Drive Las Vegas NV 89118	6232364926
Tammy Chumbley	3250 Serene Dr LV, NV	702 306-408
Jim Rudasill	3255 Serene Dr.	
	3284 Serene Dr	
	6615 Atwood Ave	

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

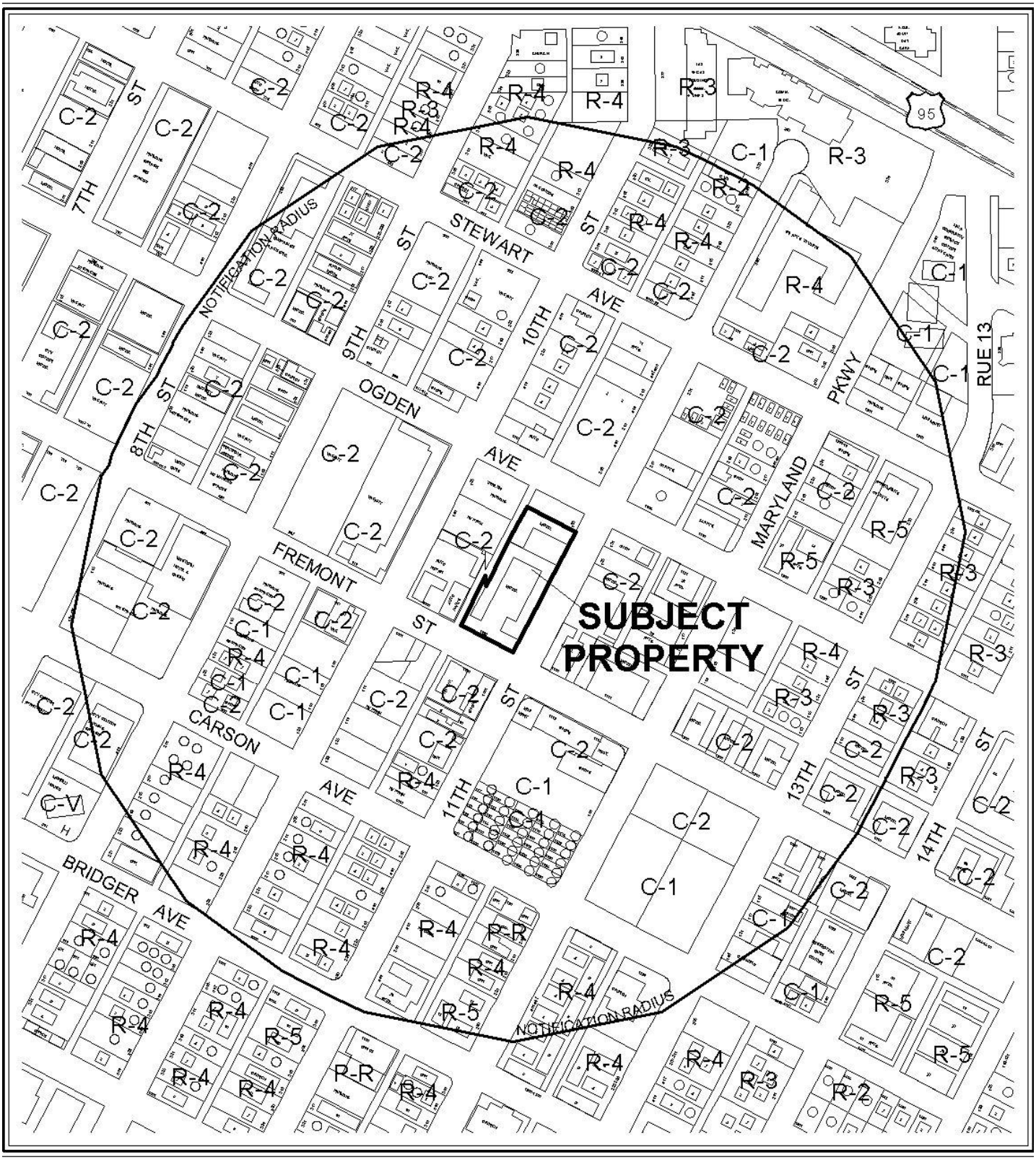
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37905 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC. - Request for a Special Use Permit FOR 22 RESIDENCE HOTEL UNITS WITHIN AN EXISTING 68-UNIT MOTEL at 1028 Fremont Street (APNs 139-35-211-025 and 026), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-37905



0 300 600 Feet

CASE: **SUP-37905**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37905**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.

** STAFF RECOMMENDATION(S) **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37905	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37905 CONDITIONS

Planning and Development

1. There shall be a 1-year Required Review after issuance of a business license for the subject use at a public hearing of the Planning Commission.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Hotel, Residence use.

3. This approval shall be void one year from the date of final approval, unless a Business License has been issued for the Hotel, Residence use. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for any building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

7. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Boulder Highway Bus Rapid Transit project and any other public improvement projects adjacent to this site.

Staff Report Page One
July 7, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow twenty-two rooms of an existing sixty-eight room motel to be converted to Hotel, Residence use at 1028 Fremont Street. The subject site consists of two parcels; one has 41 rooms and the second, has 27 rooms. The use complies with Title 19 requirements for a Hotel, Residence use and can be conducted in a manner that is harmonious and compatible with the surrounding properties. Therefore, staff recommends approval. If this request is denied, the motel use would remain in all 68 units.

ISSUES

- The site is parking impaired; it has 59 parking spaces for 68 rooms.
- 22 specific rooms shall be available for Hotel Residence use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/03/05	A Code Enforcement citation (33255) was issued for no air conditioning, a leak under a sink and a bath tub full of cracks at 1028 Fremont Street. The citation was closed by Code Enforcement on 08/30/05.
10/12/06	A Code Enforcement citation (47068) was issued for nine people illegally living in one unit at 1028 Fremont Street. The citation was closed by Code Enforcement on 12/17/06.
08/28/07	A Code Enforcement citation (57263) was issued for high weeds at 1028 Fremont Street. The citation was closed by Code Enforcement on 09/24/07.
06/03/09	A Code Enforcement citation (78666) was issued for vehicles with expired tags parking within perimeter landscape buffers at 1028 Fremont Street. The citation was closed by Code Enforcement on 06/04/09.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #14/jg).

Most Recent Change of Ownership	
01/29/99	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1946	A building permit was issued for the main structure.
c.1956	A building permit was issued for the secondary addition.
Predates 1962	A business license (M08-00028) was issued for a motel at 1028 Fremont Street. The license is still active.
06/27/91	A business license (M06-02948) was issued for vending and laundry machines at 1028 Fremont Street. The license is still active.
02/26/09	A building permit (134370) was issued to re-roof at 1028 Fremont Street. The permit was finaled on 04/10/09.
02/18/10	A business license (H11-94068) was denied by the Planning and Development Department for a Hotel, Residence use at 1028 Fremont Street. The proposed use is required to have a Special Use Permit.

Pre-Application Meeting	
03/25/10	A pre application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • Applicant wants to convert 22 rooms of the total of 68 rooms to Hotel Residence. • The site has 59 parking spaces.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	The site contains an existing motel that has faded and chipped paint along the exterior and at the rear of the building and a broken window that is boarded up.

Details of Application Request	
Site Area	
Net Acres	1.15

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Motel	C (Commercial)	C-2 (General Commercial)
North	Undeveloped	C (Commercial)	C-2 (General Commercial)
South	Parking Lot	C (Commercial)	C-2 (General Commercial)
East	Motel	C (Commercial)	C-2 (General Commercial)
West	Auto Repair Garage, Major	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District (East Village)	X		Y
H (Historic Designation)	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	*Base Parking Requirement*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Motel	46	1/room	46		46		Y
Hotel Residence	22	1/room	22		13		N
TOTAL SPACES REQUIRED			68		59		N
TOTAL (With Handicapped)			65	3	54	5	N*

JG

*Two of the handicapped spaces have striping less than five-foot in width.

ANALYSIS

This is a request for a Special Use Permit to allow twenty-two rooms of an existing sixty-eight room motel to be converted to a Hotel, Residence use at 1028 Fremont Street. A Hotel, Residence use is defined by Title 19.20.020 as "a multi-dwelling unit for extended stay lodging consisting of efficiency units or suites with a complete kitchen suitable for long term occupancy; customary hotel services such as linen, maid service, telephone and upkeep of furniture; and optional resident and guest amenities such as meeting rooms, club house and recreation facilities." The proposed Hotel, Residence use meets all the requirements for a Special Use Permit, per Title 19.04.050. The subject site is parking impaired per Title 19.10.010.C, but the parking requirements for the proposed Hotel, Residence use are the same as the existing use; also, Title 19 parking requirements are not automatically applied in the Downtown Centennial Plan area per Title 19.06.060. The required handicapped parking is three spaces; the Site Plan designates five handicapped spaces, but two spaces do not meet the minimum requirements and are not required by code. Finally, the conversion of the twenty-two rooms to Hotel, Residence use will not have a negative impact on the Historic District, Downtown Centennial Plan, Live Work Plan and the Downtown Redevelopment Area. Therefore, staff recommends approval.

FINDINGS (SUP-37905)

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 use is located in the Downtown Centennial Plan Overlay District (East Village) and the Las Vegas Redevelopment Plan Area and can be conducted in a manner that is harmonious and compatible with the existing land uses project by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is currently operated as a Motel and the addition of the Hotel, Residence use allows the subject site to maintain a similar use type and intensity, which currently exists.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed from Fremont Street, an 80-foot Secondary Collector as designated by the Master Plan of Streets and Highways. These facilities are adequate to meet the requirements of the proposed Hotel, Residence 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 Special Use Permit at this location for the Hotel, Residence use as indicated by the site plan will not compromise the public health, safety, general welfare, or the overall objectives of the General Plan, as the proposed use will be subject to regular inspections.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Hotel, Residence use meets all the Special Use Permit requirements per Title 19.04.

NOTICES MAILED 182 (By City Clerk)

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37905 APN: _____

Name of Property Owner: SONAL, INC.

Name of Applicant: FERGUSON MOTEL

Name of Representative: RAKESH A. PATEL

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: AMARATBHAI R. PATEL

Subscribed and sworn before me

This 29th day of March, 20 10

_____

Notary Public in and for said County and State

REBEKAH SALOMON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-14-13
Certificate No: 09-11190-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 1028 Fremont Street, Las Vegas, NV 89101

Project Name Ferguson Motel **Proposed Use** Hotel, Residence

Assessor's Parcel #(s) 139-35-211-025 / 139-35-211-026 **Ward #** 5

General Plan: existing C proposed N/A **Zoning:** existing C-2 proposed N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.12 **Lots/Units** 68 Units **Density** _____

Additional Information _____

PROPERTY OWNER Sonal, Inc. **Contact** Rakesh Patel

Address 1028 Fremont Street **Phone:** (702) 672-0576 **Fax:** (702) 676-1292

City Las Vegas **State** NV **Zip** 89101

E-mail Address rakeshniyati@yahoo.com

APPLICANT Ferguson Motel **Contact** Rakesh Patel

Address 1028 Fremont Street **Phone:** (702) 672-0576 **Fax:** (702) 676-1292

City Las Vegas **State** NV **Zip** 89101

E-mail Address rakeshniyati@yahoo.com

REPRESENTATIVE Rakesh Patel **Contact** Rakesh Patel

Address 1028 Fremont Street **Phone:** (702) 672-0576 **Fax:** (702) 672-0576

City Las Vegas **State** NV **Zip** 89101

E-mail Address rakeshniyati@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 Amaratbhai R Patel / President

Subscribed and sworn before me

This 29th day of March, 2010.

Rebekah Salomon

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	SUP-37905
Meeting Date:	05/27/10
Total Fee:	$1030.00
Date Received:*	04/09/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

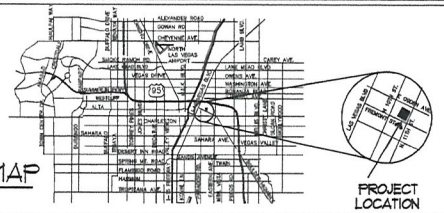
Revised 10/27/08

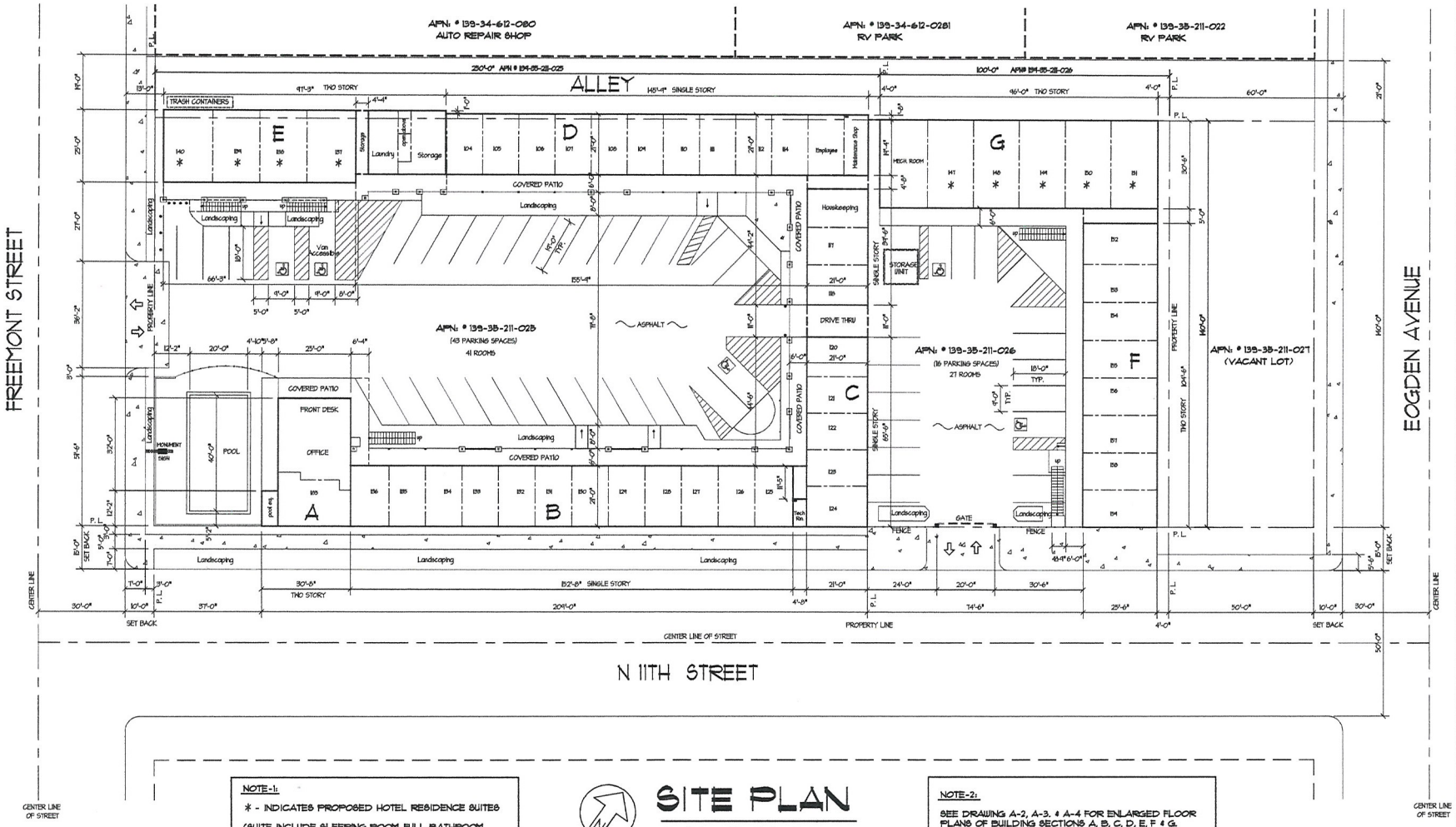
REBEKAH SALOMON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-14-13
Certificate No: 09-11190-1

APN: # # 139-35-211-025 & # 139-35-211-026
ZONING: C-2 - COMMERCIAL MOTEL
AREA: 0. 83 ACRE + .23 ACRE = 1.06 ACRES TOTAL
UNITS: 41 + 27 = 68 UNITS TOTAL
PARKING: 43 + 16 = 59 PARKING SPACES TOTAL

FERGUSONS MOTEL
1028 FREMONT STREET
LAS VEGAS, NEVADA

VICINITY MAP





NOTE-1:
* - INDICATES PROPOSED HOTEL RESIDENCE SUITES
(SUITE INCLUDE SLEEPING ROOM, FULL BATHROOM, CLOSET, SITTING ROOM AND KITCHEN FACILITIES)
TOTAL 22 PROPOSED, SEE FLOOR PLAN FOR DETAILS

SITE PLAN

SCALE:- 1" = 16'-0"

P. L. = PROPERTY LINE

NOTE-2:
SEE DRAWING A-2, A-3, & A-4 FOR ENLARGED FLOOR PLANS OF BUILDING SECTIONS A, B, C, D, E, F & G.

NO.	DATE	REVISION	APPVD.

This drawing is the sole property of the Architect. It has been prepared as an instrument of service for the specific project indicated and shall neither be used on any other project, nor reproduced without the written consent of the Architect. (NRS 623)

Jerry Miceli
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9315 W. Sunset Road, Suite 100
Las Vegas, Nevada 89148
Ph. (702) 431-1241 Fax. (702) 431-1976

FERGUSONS MOTEL
1028 FREEMONT STREET
LAS VEGAS, NEVADA 89101
(APN: # 139-35-211-025 & APN: 139-35-211-026)

SITE PLAN

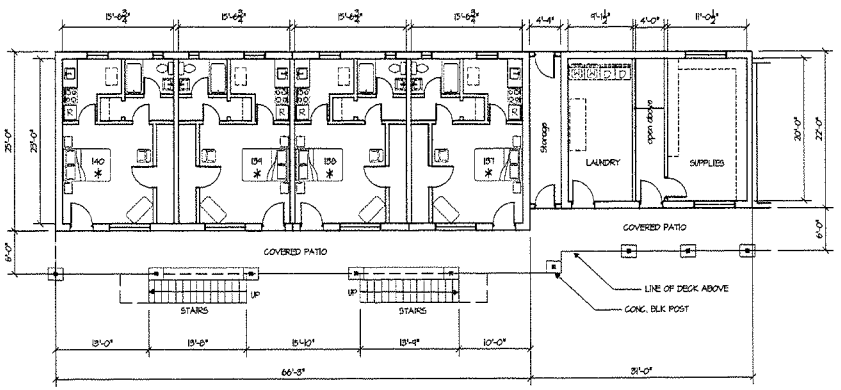
JOB NO. 2101
DRAWN BY. CP
CHECKED BY. .
DATE. 4-04-2010

A-1

SUP-37905
REVISED

RECEIVED
APR 20 2010

Tue Apr 20 11:29:32 2010



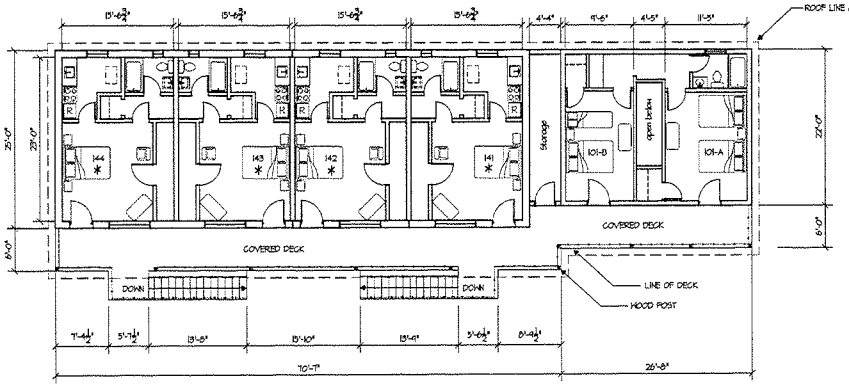
FIRST FLOOR PLAN: SECTION-"E"

SCALE:- 1" = 8'-0"

NOTE:

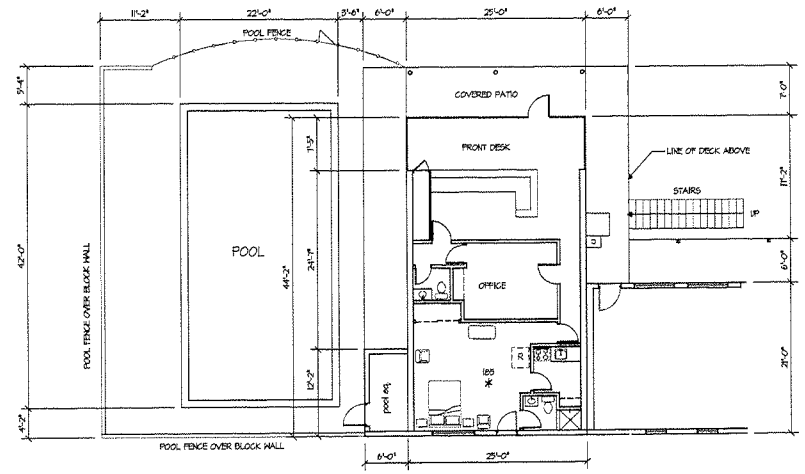
* - INDICATES PROPOSED HOTEL RESIDENCE SUITES

(SUITE INCLUDE SLEEPING ROOM, FULL BATHROOM, CLOSET, SITTING ROOM AND KITCHEN FACILITIES)



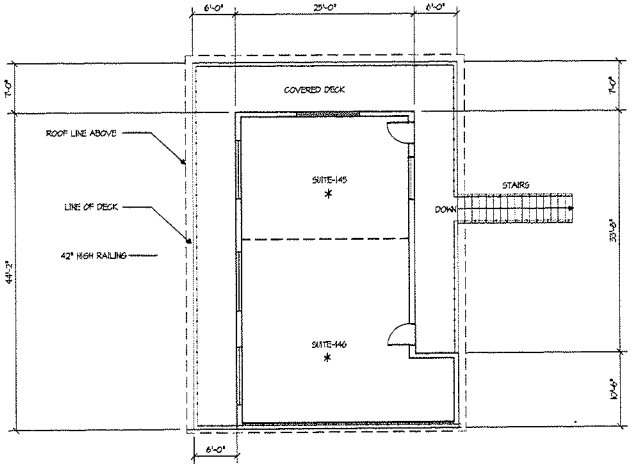
SECOND FLOOR PLAN: SECTION-"E"

SCALE:- 1" = 8'-0"



FIRST FLOOR PLAN: SECTION-"A"

SCALE:- 1" = 8'-0"



SECOND FLOOR PLAN: SECTION-"A"

SCALE:- 1" = 8'-0"

RECEIVED

APR 09 2010

SUP-37905

NO.	DATE	REVISION	APPRD.

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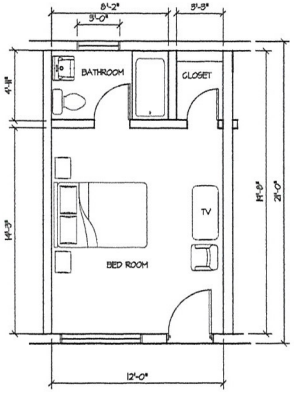
FERGUSONS MOTEL
1028 FREEMONT STREET
LAS VEGAS, NEVADA 89101
(APN: # 139-35-211-025 & APN: 139-35-211-026)

PLAN A & E

JOB NO. 2101
DRAWN BY. CP
CHECKED BY. .
DATE. 3-04-2010

A-2



TYPICAL MOTEL ROOM PLAN

SCALE:- 1" = 4'-0"

FLOOR PLAN: SECTION-"B", "C" & "D"

SCALE:- 1" = 8'-0" SINGLE STORY

RECEIVED
APR 09 2010

SUP-37905

NO.	DATE	REVISION	APPRD.

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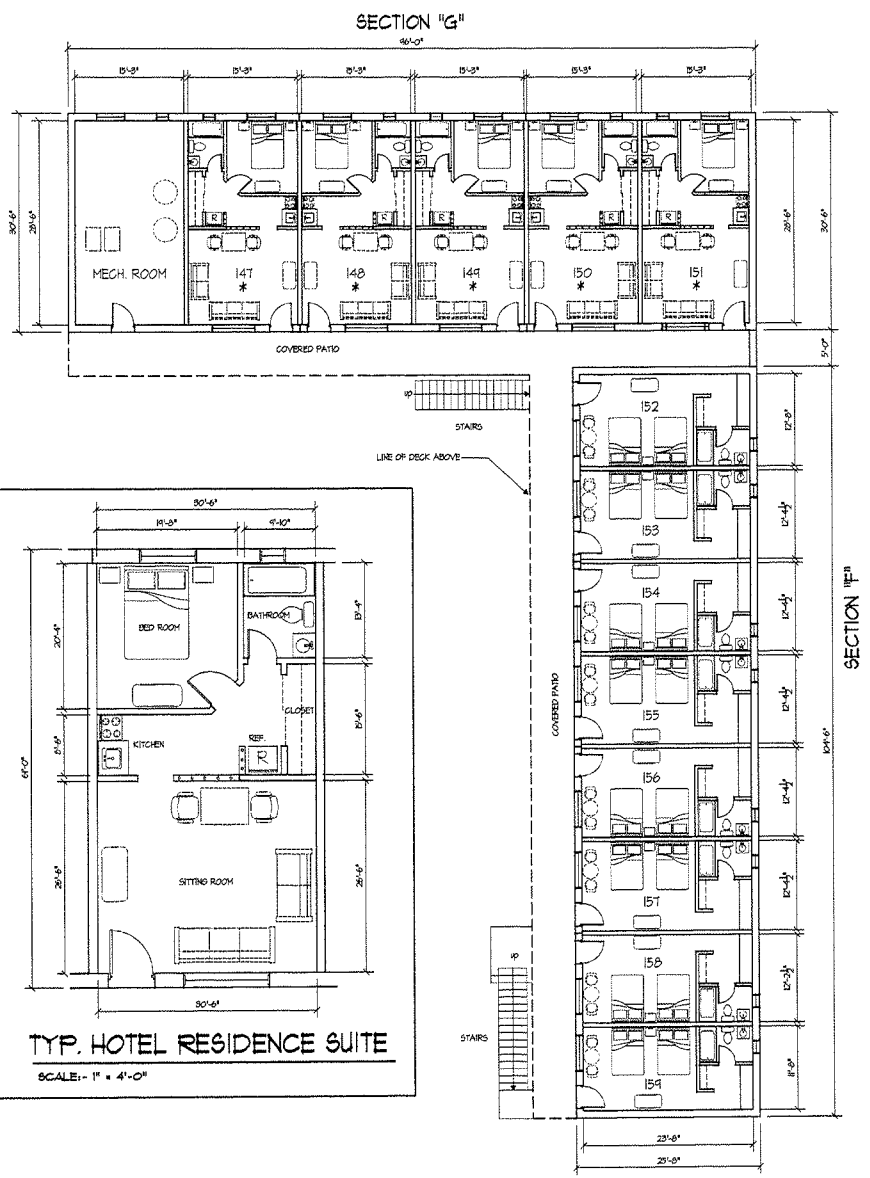
FERGUSONS MOTEL
1028 FREEMONT STREET
LAS VEGAS, NEVADA 89101
(APN: s 139-35-211-025 & APN: 139-35-211-026)

PLAN B-C-D

JOB NO. 2101
DRAWN BY. CP
CHECKED BY. .
DATE. 3-04-2010

A-3

Sat Apr 03 16:04:08 2010



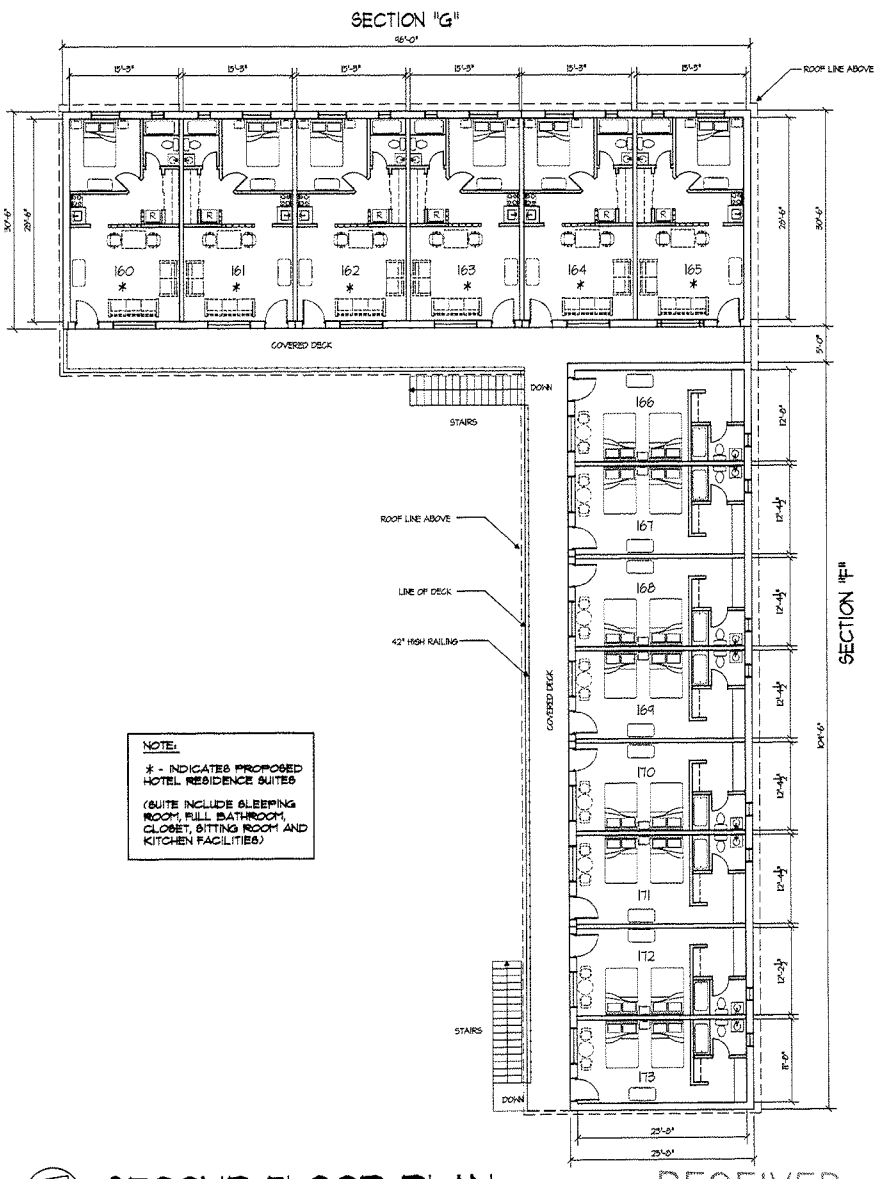
TYP. HOTEL RESIDENCE SUITE

SCALE:- 1" = 4'-0"

FIRST FLOOR PLAN

SECTION-"F", & "G"

SCALE:- 1" = 8'-0"



NOTE:

* - INDICATES PROPOSED HOTEL RESIDENCE SUITES

(SUITE INCLUDE SLEEPING ROOM, FULL BATHROOM, CLOSET, SITTING ROOM AND KITCHEN FACILITIES)

SECOND FLOOR PLAN

SECTION-"F", & "G"

SCALE:- 1" = 8'-0"

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APR 09 2010

NO.	DATE	REVISION	APPR'D.

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Jerry Miceli
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9315 W. Sunset Road, Suite 100
Las Vegas, Nevada 89148
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FERGUSONS MOTEL
1028 FREEMONT STREET
LAS VEGAS, NEVADA 89101
(APN: # 139-35-211-025 & APN: 139-35-211-026)

PLAN
F & G

JOB NO. 2101
DRAWN BY. CP
CHECKED BY.
DATE. 4-04-2010

A-4

SUP-37905



NORTH ELEVATION - FREEMONT STREET



SOUTH ELEVATION - OGEDEN AVENUE



PARTIAL EAST ELEVATION - N 11TH STREET



WEST ELEVATION - ALLEY



MONUMENT SIGN - FREEMONT STREET



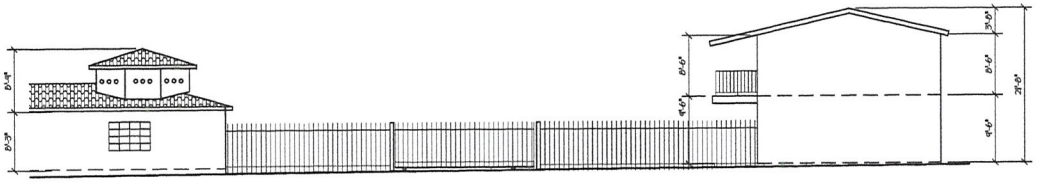
PARKING LOT & LANDSCAPE



INSIDE ELEVATION- SECTION F & G

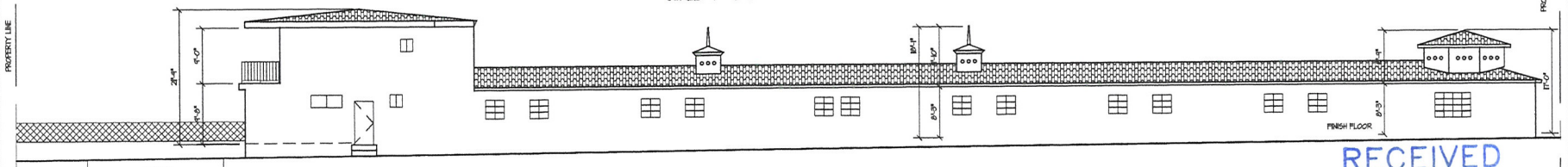


OFFICE BLDG ELEVATION



EAST ELEVATION - 11TH ST - CONT.

SCALE:- 1" = 8'-0"



EAST ELEVATION - 11TH ST

SCALE:- 1" = 8'-0"

RECEIVED

APR 09 2010

NO.	DATE	REVISION	APPVD.

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Jerry Miceli
Architect
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FERGUSONS MOTEL
1028 FREEMONT STREET
LAS VEGAS, NEVADA 89101
(APN: s 139-35-211-025 & APN: 139-35-211-026)

Elevation Photos

JOB NO.	2101
DRAWN BY.	CP
CHECKED BY.	.
DATE.	4-04-2010

A-5

Sat, Apr 03 16:40:10 2010

SUP-37905



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10



SUP-37905 - APPLICANT: FERGUSON MOTEL - OWNER: SONAL, INC.
1028 FREMONT STREET

04/22/10

FERGUSONS MOTEL

1028 Freemont street, Las Vegas, Nevada 89101
Phone: (702) 382-3500, Fax: (702) 676-1292

April 4, 2010

LETTER OF JUSTIFICATION

RE: ***SPECIAL USE PERMIT – HOTEL, RESIDENCE – C-2 COMMERCIAL***
FOR APN # 139-35-211-025 (41 UNITS) AND APN # 1359-35-211-026 (27 UNITS) MOTEL

Fergusons Motel is located at 1028 Freemont Street in the City of Las Vegas. The project sits on two parcels, 41 Units on APN 139-35-211-025 originally built in1946 and 27 Units on APN 139-35-211-026 originally built in 1956. The property is currently zoned for C-2 Commercial for Hotel, Motel or Hotel suites.

There are a total of 68 rooms. All rooms are directly accessible from the parking area. 22 rooms consist of suites which include kitchen facilities and sitting rooms in addition to the sleeping room, full bathroom and closet. The remaining 46 rooms have a sleeping room, full bathroom and closet. Currently all room provide a temporary lodging with a rental period of less than one week.

I am requesting the city of Las Vegas to grant a SPECIAL USE PERMIT to Fergusons Motel to use the 22 suites as HOTEL RESIDENCE thus changing the use from "Hotel, Motel or Hotel suites" to "Hotel, Residence". (Suite no. 137, 138, 139, 140, 142, 142, 143, 144,145, 146, 147, 148, 149, 150, 151,160, 161, 162, 163, 164, 165 and 185) These suites are suitable for long term occupancy. The remaining 46 rooms will remain as Motel suites. The facility also provides onsite maid & linen services, telephones and maintenance staff for the upkeep of the property.

Fergusons Motel provides very economical temporary lodging to the residents of city who are very much in need of short term lodging. Many of them do not even own a car and rely on public transportation.

The recession has really hurt the citizens of Vegas. The occupancy of the motel is down by 50%. Many people are looking for temporary lodging for a week or more. With the approval of the Special Use Permit, I will be better able to meet the requirements of our guests. I also feel that the motel is compatible with the surrounding neighborhood and will provide an environment of stable and desirable character consistent with the City & County's policies and regulations.

Looking forward for you cooperation.

RECEIVED
APR 09 2010

Sincerely,

Amarat R. Patel – President
Sonal Inc.
dba Fergusons Motel

SUP-37905

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

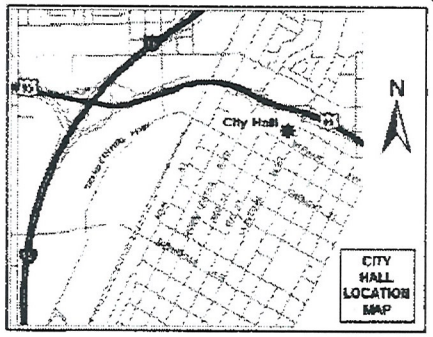
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 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-37905

Planning Commission Meeting of 5/27/2010

Case: SUP-37905
13934612047
PRESARIO PROPERTIES L L C
2559 BEECHWOOD VILLAGE CT
HENDERSON NV 89052-7139

RECEIVED
MAY 17 2010

JHA

May 15 2010 2:19PM DAVID E LENTES 702-256-4393

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

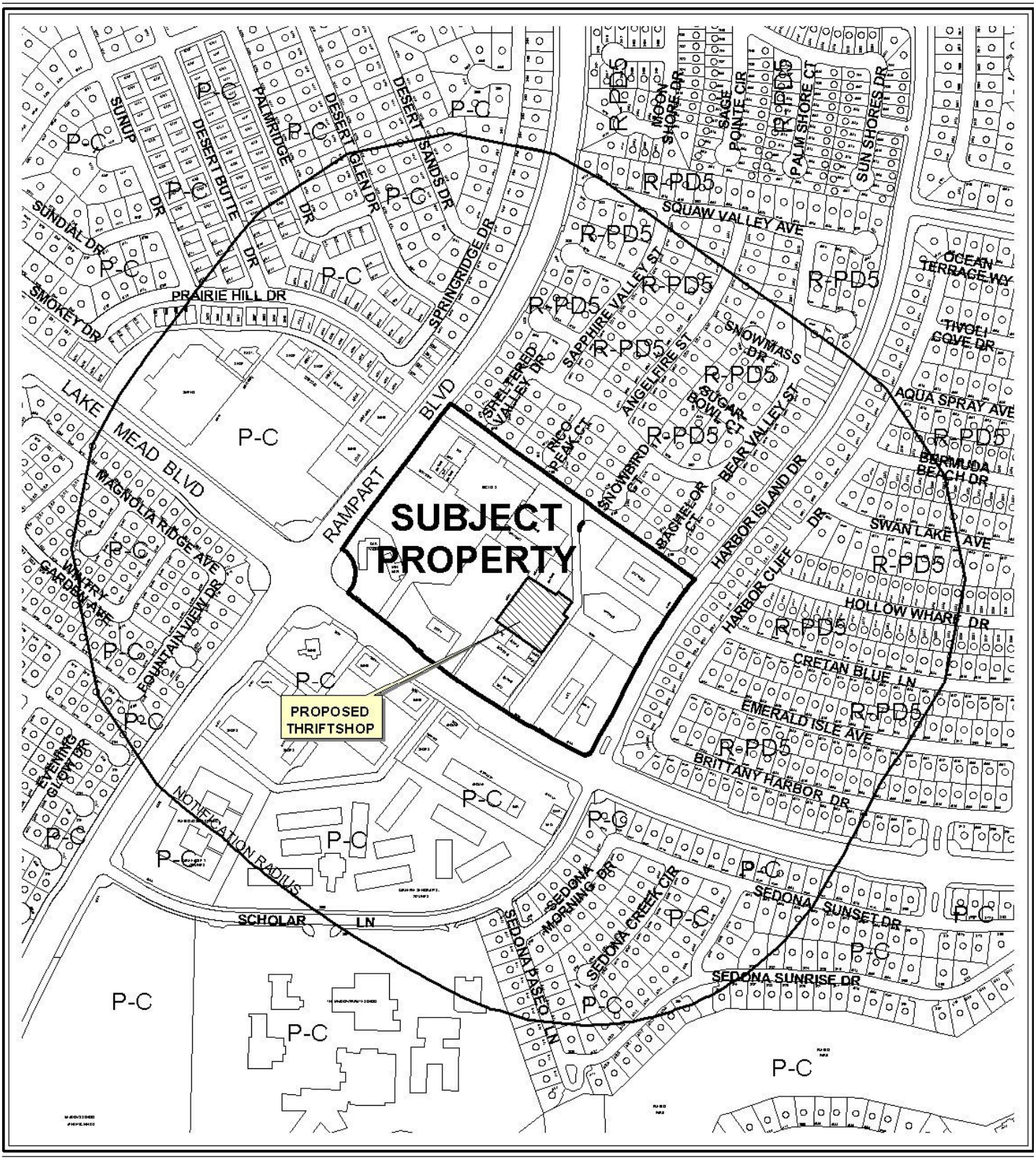
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37951 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SAVERS STORE/TVI - OWNER: WEC 97K-36 INVESTMENT TRUST - Request for a Special Use Permit FOR A 29,950 SQUARE-FOOT THRIFTSHOP at 8530 West Lake Mead Boulevard (APN 138-20-611-001), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-1-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**11**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-1-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the May 27, 2010 Planning Commission Meeting Item SUP-37951



0 500 1000 Feet

CASE: **SUP-37951**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 500 1000 Feet

CASE: **SUP-37951**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: W E C 97K-36 INVESTMENT TRUST - OWNER: SAVERS STORE/TVI

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-1/-1 vote/gt/rt) and Staff recommend APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37951	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37951 CONDITIONS

Planning and Development

1. There shall be a one-year Administrative review after issuance of a business license for the subject site.

2. No work shall occur at the building's exterior.

3. All donations shall be made at the building interior with no exterior drop off.

4. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Thrift shop use.

5. 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.

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. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Thriftshop use within an existing 29,950 square-foot retail building at 8530 West Lake Mead Boulevard. The proposed use will allow retail sales of second hand wearing apparel and household goods. The proposed use is compatible with adjacent surrounding use and meets the minimum Special Use Permit requirements for a Thriftshop use, set forth by Title 19.04; therefore, staff recommends approval of this request. If this application is denied, the proposed Thriftshop use cannot be located within the subject tenant space, nor can a business license be obtained for the use at this location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/01/89	The City Council approved the request for reclassification of property (Z-0003-89) located on the north side of Lake Mead Boulevard, between Buffalo Drive and Rampart Boulevard, From: N-U (Non-Urban)(under Resolution of Intent to R-PD5 and C-1), To: R-PD5 (Residential Planned Development) and C-1 (Limited Commercial), Proposed Use: Retail Stores, Offices, Hotel, Single Family and Multi-Family Residential. Planning Commission and staff recommended approval.
03/27/90	The Planning Commission approved the request for a Plot Plan and Building Elevation Review [Z-0003-89(3)] regarding a proposed shopping center on property located on the northeast corner of Lake Mead Boulevard and Rampart Boulevard. Staff recommended approval.
08/21/96	The City Council approved the request for a Special Use Permit (U-0064-96) for the sale of package liquor in conjunction with an existing drug store, on property located at 8530 West Lake Mead Boulevard. The Board of Zoning Adjustment recommended approval.
05/27/10	The Planning Commission (5-1-1 vote/gt/rt) recommended APPROVAL (PC Agenda Item #46/rg).

Neighborhood Meeting	
05/26/10	Start time: 5:30 pm End time: 6:20 pm Attendance: 6 members of the public, 2 members of the development team, 1 member of the Council Office, 1 member of P&D Concerns: • Hours of operation on Sundays • Drop Off Box maintenance • Overnight donations left outside of any drop boxes • Delivery Hours • Overall condition of the shopping center • Generally all opposed to the use at this location

Most Recent Change of Ownership	
02/17/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/12/91	A building permit (#91113101) was issued for a Retail building at 8530 West Lake Mead Boulevard. The project was completed on 01/24/92.
01/01/51	A business license (L15-00043) was issued for Package Liquor sales at 8530 West Lake Mead Boulevard. The license was marked out of business on 08/26/08.
02/10/92	A business license (C20-01495) was issued for Convention Hall Gaming Tax at 8530 West Lake Mead Boulevard. The license was marked out of business on 05/30/08.
02/10/92	A business license (G01-01495) was issued for Restricted Gaming at 8530 West Lake Mead Boulevard. The license was marked out of business on 5/30/08.
02/12/92	A business license (C05-01566) was issued for Cigarette Dealer at 8530 West Lake Mead Boulevard. The license was marked out of business on 05/30/08.
02/12/92	A business license (D11-00124) issued for a Retail Drug Store at 8530 West Lake Mead Boulevard. The license was marked out of business on 05/19/08.
02/26/98	A building permit (#98004031) issued for Tenant Improvement for an interior remodel of the existing building at 8530 West Lake Boulevard. The project was completed on 08/25/98.

Pre-Application Meeting	
03/30/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Thriftshop were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting. • The revision of the site plan to include parking calculation and parking calculation for the commercial center of one space per 250 square feet of the gross floor area.

Neighborhood Meeting
The applicant is in the process of setting up a voluntary neighborhood meeting time, date and location to be determined.

Field Check	
04/22/10	A site inspection was conducted by staff with the following observations: • The subject property was noted as a well maintained commercial building.

Details of Application Request	
Site Area	
Gross Acres	3.02 (11.75 acres for the entire shopping center)

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residence	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development 5 du/ac)
South	Commercial Strip Center	VC (Village Center)	P-C (Planned Community)
East	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	C (Commercial)	P-C (Planned Community)

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	
Shopping Center	132,376 SF	1:250 SF	529		663		Y
TOTAL SPACES REQUIRED			529		663		Y
TOTAL (With Handicapped)			518	11	649	14	Y

ANALYSIS

The proposed use will allow retail sales of second hand wearing apparel and household goods. The proposed use will not alter the site, landscaping or exterior building additions. The applicant is proposing retail sales of secondhand wearing apparel, which is consistent with the Thriftshop used defined in Title 19.04. The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing uses in the existing site and with the commercial uses on adjacent properties. The proposed Thriftshop use will locate within an existing retail building, which is physically suitable for the type and intensity of the land use proposed. The proposed use complies with the minimum Special Use Permit requirements of Title 19.04; therefore, staff recommends approval of this request.

FINDINGS (SUP-37951)

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 Thriftshop use is compatible with the SC (Service Commercial) General Plan designation and is located within an existing shopping center. The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing shopping center and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed Thriftshop use will be located within an existing retail building, which is physically suitable for the type and intensity of the land use proposed. Parking is adequate since the proposed use has a required parking of one space per 250 square feet of gross floor area. The proposed use will be located within a shopping center that has a parking requirement of one space per 250 square feet of gross floor area and no additional parking is required.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Rampart Boulevard and Lake Mead Boulevard, which are both designated as 100-foot Primary Arterials by the Master Plan of Streets and Highways. Those streets provide adequate access to and from the subject property.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this special use permit will not compromise public health, safety, or welfare as the proposed Thriftshop use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Thriftshop use complies with the minimum Special Use Permit requirements of Title 19.04.

PLANNING COMMISSION ACTION

NEIGHBORHOOD MEETING NOTE: A neighborhood meeting was held on May 26, 2010 with 6 members of the public, 2 members of the development team, 1 member of the Council Office, 1 member of P&D. The concerns expressed at the neighborhood meeting were 1) Hours of operation on Sundays 2) Drop Off Box maintenance 3) Overnight donations left outside of any drop boxes 4) Delivery Hours 5) Overall condition of the shopping center 6) Generally all opposed to the use at this location.

There was one speaker in opposition.

NOTICES MAILED 583 (By City Clerk)

APPROVALS 3

PROTESTS 10

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37951** APN: 138-20-611-001

Name of Property Owner: WEC 97-K Investment Trust dba American Home Self Storage I, Ltd.

Name of Applicant: SAVERS STORES / TVI INC.

Name of Representative: MITCH JOHNSON

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: NA

Partner(s): NA NA

APN: 138-20-611-001

Signature of Property Owner: WEC 97-K Investment Trust AKA American Home Self Storage I, Ltd By [signature], President AHSS Inc

Print Name: RAYMOND J. KANE

Subscribed and sworn before me

This 13th day of April, 2010

Mary Jabin

Notary Public in and for said County and State

MARY JABIN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 03-30-2012

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

APN: 138-20-611-001

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SAVERS STORES / TVI LP

Project Address (Location) 9530 W. LAKE MEAD BLVD

Project Name SAVERS Proposed Use THRIFT

Assessor's Parcel #(s) _____ Ward # _____

General Plan: existing X proposed THRIFT Zoning: existing C-1 proposed C-1 w/ THRIFT special use

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres _____ Lots/Units _____ Density _____

Additional Information _____

dba American Home Self Storage I, Ltd.

PROPERTY OWNER WEC 97-K ↗ Contact Raymond J. Kane

Address 3700 Thanksgiving Tower 1601 Elm Street Phone: (214) 777-4290 Fax: (214) 777-4299

City Dallas State Tx Zip 75201

E-mail Address rkane@krcl.com

APPLICANT SAVERS STORE / TVI INC Contact MITCH JOHNSON

Address 11400 SE 6th Street Phone: 425-456-1767 Fax: —

City Bellevue State WA Zip 98004

E-mail Address MWJOHNSON@SAVERS.COM

REPRESENTATIVE SAVER STORES / TVI Contact MITCH JOHNSON

Address SEE ABOVE Phone: — Fax: —

City SEE ABOVE State — Zip —

E-mail Address —

WEC 97-K DBA American Home Self Storage I Ltd
Investment Trust

Property Owner Signature* By: Raymond J. Kane Assistant

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RAYMOND J. KANE ATTY IN

Subscribed and sworn before me

This 13th day of April, 20 10.

Mary Jabin

Notary Public in and for said County and State

MARY JABIN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 03-30-2012

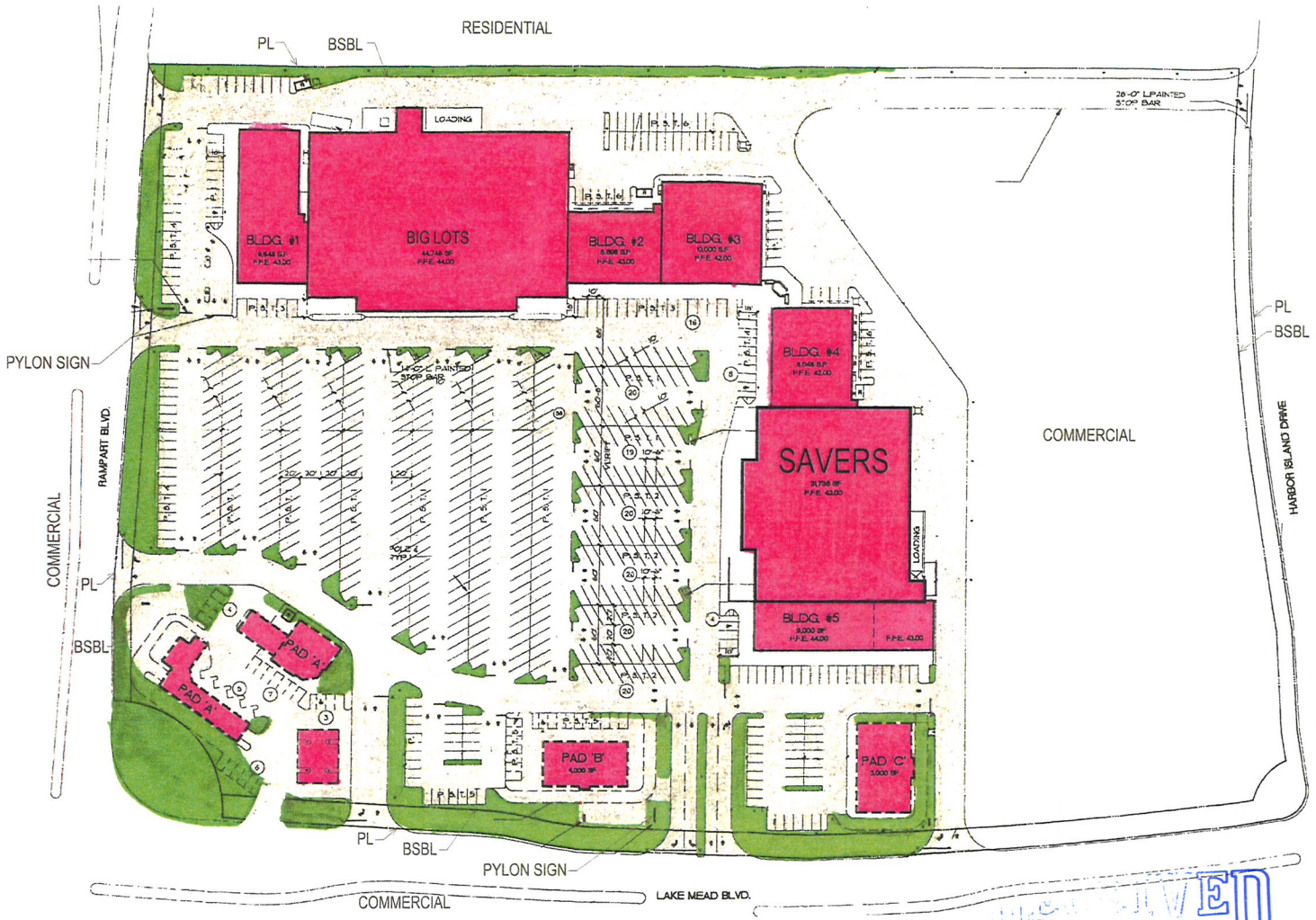
FOR DEPARTMENT USE ONLY

Case #	SUP 3795 /
Meeting Date:	5/27/10
Total Fee:	$1030.00
Date Received:*	4/13/10
Received By:	Mike Howe

*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



NORTH

SCALE: 1' = 50'

PL - PROPERTY LINE
BSBL - BUILDING SETBACK LINE
- EXISTING BUILDING
- ADA PARKING

SITE DATA:

SITE AREA:	11.75 ACRES
Big Lots:	44,746 SF
Savers:	31,736 SF
Building #1:	9,648 SF
Building #2:	6,696 SF
Building #3:	10,000 SF
Building #4:	8,048 SF
Building #5:	9,000 SF
Pad 'A':	3,500 SF
Pad 'B':	4,000 SF
Pad 'C':	5,000 SF
Total Building Area:	132,376 SF
Building Site Coverage	25.9%
Parking Stall Type 1:	323
Parking Stall Type 2:	100
Parking Stall Type 3:	22
Parking Stall Type 4:	80
Parking Stall Type 5:	76
Parking Stall Type 6:	53
ADA Parking Stalls:	10
Total Parking Spaces:	663
Parking Ratio:	0.8 : 250 SF

PARKING PROVIDED:
663
PARKING REQUIRED:
@ 1:250 529

RECEIVED
APR 23 2010



savers

LAS VEGAS
Lake Mead and Rampart
Las Vegas, NV

DATE: 10-05-09

STORE NUMBER: tbd

FILE PATH: F:\SHARE\Store Planning & Development\010 2010 Capital Projects\02 New Stores

AREA: 31,600 SF

RETAIL:	24,380 SF
NON-RETAIL:	7,220 SF
SALES FLOOR:	23,800 SF
PRODUCTION:	4,790 SF
OFFICES:	235 SF
OSD:	330 SF

DEPT INFO:

WOMEN:	8,649 sf
MEN:	3,800 sf
KIDS:	2,470 sf
SHOES:	1,180 sf
FURNITURE:	1,378 sf
MISCEL:	1,470 sf
BED & BATH:	963 sf
BOOKS:	660 sf
JEWELRY:	90 sf
TOTAL ACCESSIBLE:	20,660 SF

APPROVAL:

INITIAL:	
MERCH:	
SP&D	
FINAL:	

REVISIONS:

SHEET TITLE:
SITE PLAN

C-1

SUP-37951
REVISED

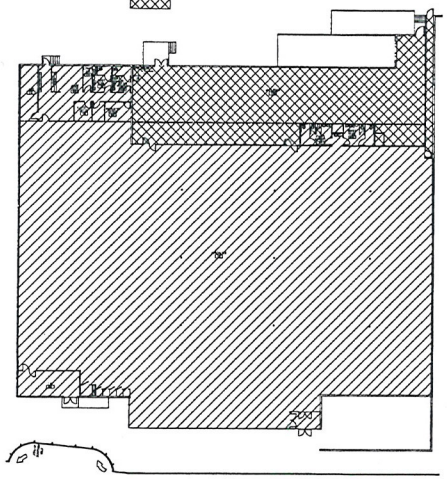
OCCUPANCY:

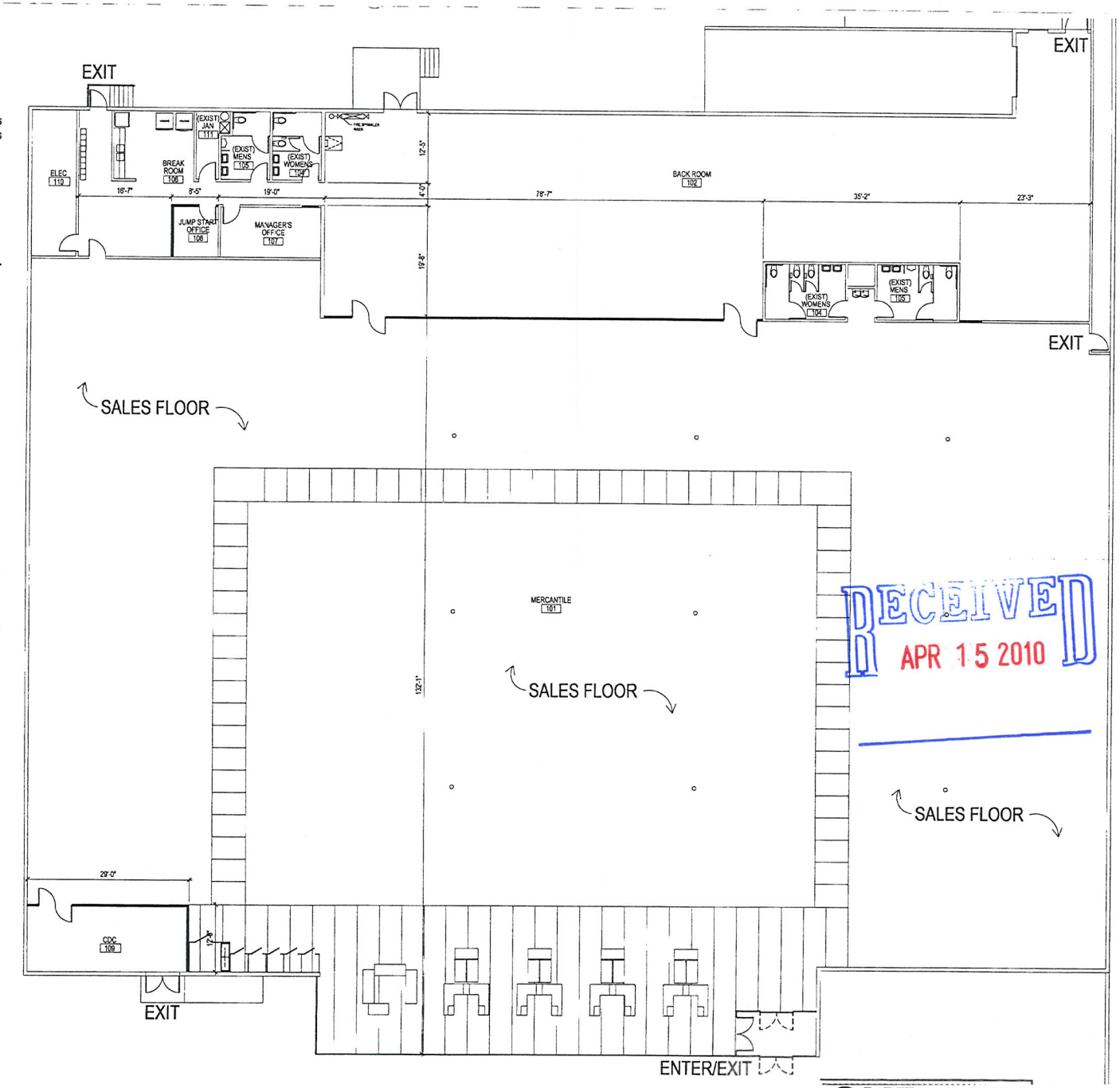
Occupancy Type	Area	Max Occupants
Retail: M	26,786 SF	1:30 SF = 892.9 Max Occupants
Storage: S-1	4,950 SF	1:300 SF = 16.5 Max Occupants

LEGEND:

Retail

Storage





NORTH

RECEIVED
APR 15 2010

SUP-37951

savers

LAS VEGAS
Lake Mead and Rampart
Las Vegas, NV

DATE: 10-05-09

STORE NUMBER: tbd

FILE PATH: F:\SHARE\Store Planning & Development\010 2010 Capital Projects\02 New Stores

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BOOKS:	660 sf
JEWELRY:	90 sf
TOTAL ACCESSIBLE:	20,660 SF

APPROVAL:

INITIAL:	
MERCH:	
SP&D	
FINAL:	

REVISIONS:

SHEET TITLE

FIXTURE PLAN

SD-1



SUP-37951 - APPLICANT: SVAERS STORE/TVI - OWNER: WEC 97K-36 INVESTMENT TRUST
8530 WEST LAKE MEAD BOULEVARD

04/22/10



SUP-37951 - APPLICANT: SVAERS STORE/TVI - OWNER: WEC 97K-36 INVESTMENT TRUST
8530 WEST LAKE MEAD BOULEVARD

04/22/10

Justification Letter

To the City of Las Vegas

RECEIVED
APR 13 2010

This letter will serve as the required Justification Letter submitted concurrently with the Pre-Application Conference Request Form to the Planning and Development Department of the City of Las Vegas. 'Savers' is requesting a 'Special Use Permit' that will allow 'Savers' to open a new store in the City of Las Vegas. The subject space is located at 8530 W. Lake Mead Blvd, Las Vegas, NV. This existing structure is approximately 29,950 SF and its prior use was a retail drug store (former Rite Aid) located in a Neighborhood Retail Shopping Center. 'Savers' Retail Thrift Stores is proposing to lease/Re-use of this space. The current zoning for this shopping center is C-1 and the Las Vegas Zoning/Land Use code requires a 'Special Use Permit' to allow Thrift Retailers to operate in the C-1 zoning.

'Savers' Stores is a national chain of Retail Thrift stores with over 240 locations in the US, Canada and Australia. Currently there are 5 stores in the metro Las Vegas area. A typical 'Savers' Store is approximately 22K to 30K square foot in size and operates as a retailer of second hand apparel and household goods. A typical 'Savers' Store will carry approximately the following second hand merchandise: Women's apparel/shoes/accessories (40%), Men's apparel/shoes/accessories (20%), Children's apparel/shoes/accessories (10%) and miscellaneous household goods (bed, bath, kitchen items), furniture (30%). 'Savers' Stores operates much like other Soft-goods retailer providing goods and merchandise to its surrounding community. 'Savers' is a great complimentary use in a Neighborhood Shopping Center that provides convenient retail shopping and personal services and is consistent with services in commercial and neighborhood centers.

'Savers' proposed re-use of the existing structure requires minor tenant improvement work. The majority of the work will be limited to painting, new interior finishes/partitions, interior lighting upgrades, HVAC repairs, and restroom remodeling and door and window modifications. There will be no site work, landscape or exterior building additions proposed or required for the 'Savers' adaptive re-use of the space. The proposed work will minimally impact existing land, water or other natural resources and environmental conditions.

'Savers' use will provide a retail service, adaptive use of an existing building, and promotes the re-use/recycling of apparel and merchandise. The 'Special Use Permit' approval will allow for this use.

SUP-37951

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

May 27, 2010

FAX – (702) 474-7463

City of Las Vegas Planning Commission
400 Stewart Avenue
Las Vegas, Nevada 89101

Protest

RE: SPECIAL USE PERMIT SUP-37951
APPLICANT - SAVERS STORE/TVI

Dear Commission Members:

I would like to state my opposition to the approval of Special Use Permit SUP-37951 which will allow for the retail sales of second-hand apparel and household goods in a retail space located on the northeast corner of Rampart Boulevard and Lake Mead Boulevard. While staff recommendations indicate that the proposed land use is "harmonious and compatible with existing surrounding land uses", I disagree that this type of retail store is needed or desired in Summerlin. I believe a thrift store is actually inharmonious and incompatible with upscale master planned communities such as Desert Shores and Sun City.

Furthermore, there is already a Big Lots discount store in the same shopping center. To add another discount store is redundant and will further devalue our community. People don't work and save to buy expensive homes in Summerlin in order to live next to two thrift/discount stores. We've already lost so much value in our homes due to our current economic crises, and most of us are surrounded by unkempt foreclosures. Please don't exacerbate our situation by approving this permit.

While I appreciate Saver's interest in the long-vacant retail space, I do not think it is the appropriate tenant for this locale. A hardware store or furniture store would be much better suited.

Thank you for the opportunity to comment, and I hope you consider the neighborhood ambiance and the value of our community when you make your decisions this evening.

Sincerely,

Meghan O'Neal Ricks

Meghan O'Neal Ricks
8970 Indian Eagle Dr.
Las Vegas, Nevada 89129

RECEIVED
10 MAY 28 PM 4:28
PLANNING AND DEVELOPMENT

Submitted after ~~final agenda~~ mtg.

Date 5/28/2010 Item 46

Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAY 14 2010
MAILED FROM ZIP CODE 89101

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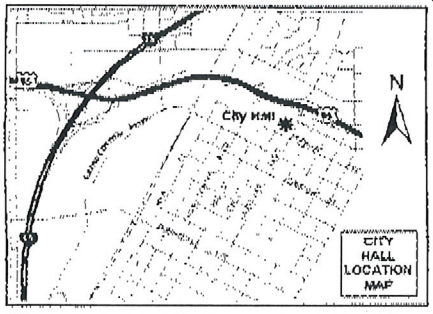
Official Notice of Public Hearing



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MAY 17 2010

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

Case: SUP-37951

13820615013
SULLIVAN DANIEL & BETTY
2016 SEDONA MORNING DR
LAS VEGAS NV 89128-8484

46P

FROM : THE SULLIVANS FAX NO. : 702 363 8816 May. 17 2010 01:25PM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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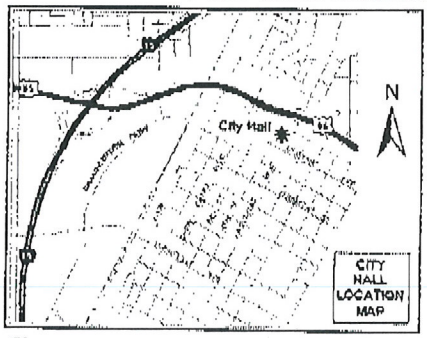

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

Case: SUP-37951
13820517032
MILLER WILLIAM J & JUDITH A
4396 E PHILLIPS PL
CENTENNIAL CO 80122-3908

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MAY 18 2010

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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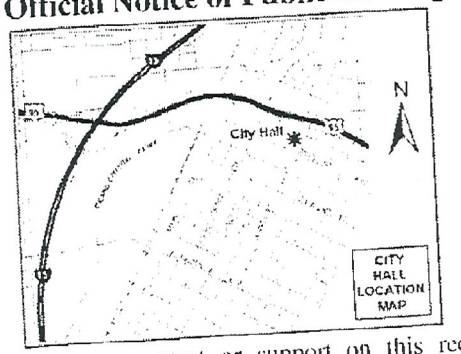

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

Case SUP-37951

13820711001
KOKINDA LISA D
1937 SEDONA PASEO LN
LAS VEGAS NV 89128-8289

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MAY 18 2010

4up

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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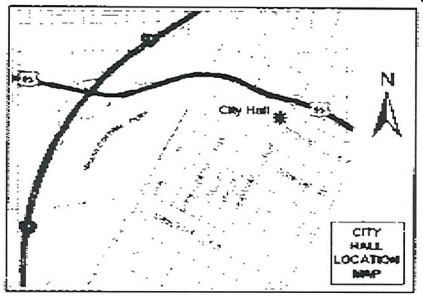

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

Case: SUP-37951
13817812024
SCHUG MICHAEL L & BARBARA
2424 PALMRIDGE DR
LAS VEGAS NV 89134-8877

RECEIVED
MAY 17 2010

HOA

2010-05-15 11:15

P 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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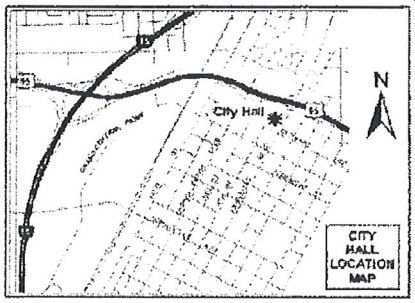

This is not An Appropriate site for A Thrift Store !!!

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-37951
Planning Commission Meeting of 5/27/2010

Case: SUP-37951
13821310042
CHISM DONALD K & JANICE K
8301 SEDONA SUNRISE DR
LAS VEGAS NV 89128-8258

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MAY 19 2010

46P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279218 MAY 14 2010
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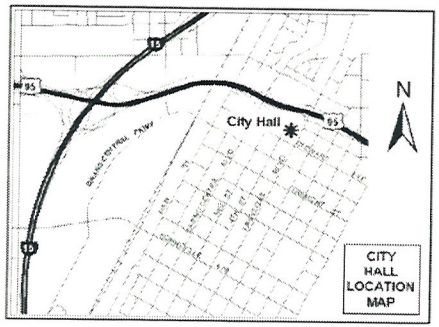

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 19 2010

Case: SUP-37951

13817811070
MOSS JOAN Y
2433 PALMRIDGE DR
LAS VEGAS NV 89134-8880

46P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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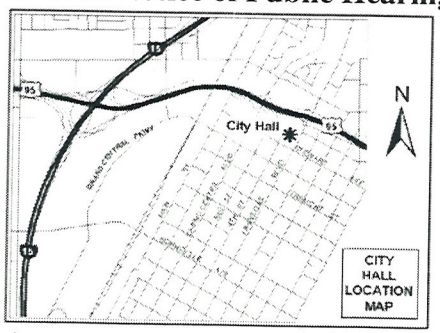
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 19 2010

Case: SUP-37951

13820520029
JECKEWICZ FAMILY REVOCABLE TRUST
%E JECKEWICZ
P O BOX 27292
LAS VEGAS NV 89126-1292

46P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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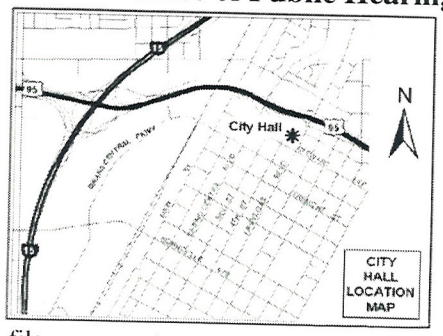

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☒ I OPPOSE this Request

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SUP-37951

Planning Commission Meeting of 5/27/2010

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MAY 19 2010

Case: SUP-37951

13821215034
LOMBARDO ROCKY J & RUTH N
8332 BRITTANY HARBOR DR
LAS VEGAS NV 89128-7492

HP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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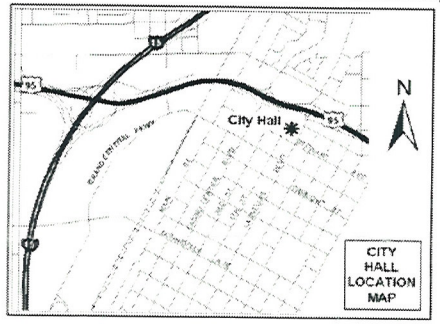

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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

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MAY 19 2010

Case: SUP-37951

13820711003
NOOSE FAMILY TRUST
1929 SEDONA PASEO LN
LAS VEGAS NV 89128-8289

CROSS REFERENCE

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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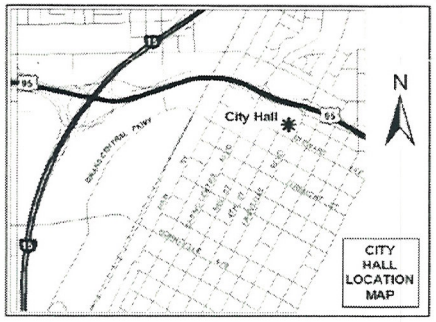

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 19 2010

Case: SUP-37951

13817813071
COMPARETTO JEAN
2440 DESERT SANDS DR
LAS VEGAS NV 89134-8863

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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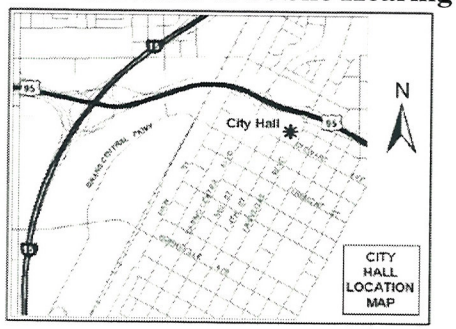

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MAY 19 2010

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

Case: SUP-37951
13821118037
CARLSON ROBERT A & DOLORES B
8312 SWAN LAKE AVE
LAS VEGAS NV 89128-7414

This will bring down the value of the homes in the neighborhood even further. On vacation May 27th

YEP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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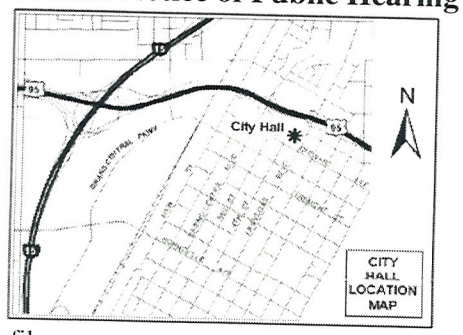

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yes!! [X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 19 2010

Case: SUP-37951
13820513002
LLOYD VANN MILLER & ANNABELLE R
8437 DUTCH HILL CT
LAS VEGAS NV 89128-7624

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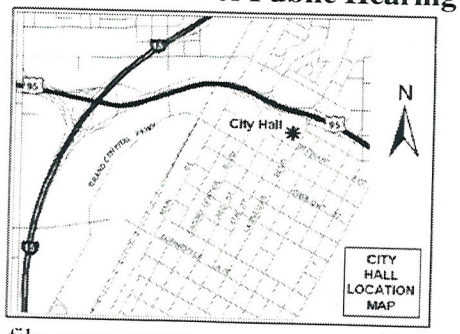
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37951

Planning Commission Meeting of 5/27/2010

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MAY 19 2010

13820610027 Case: SUP-37951
CASTANAGA EVELYN T
2204 ORCHID BLOSSOM DR
LAS VEGAS NV 89134-0320

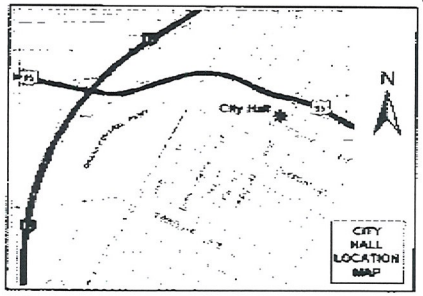
CAVDS11 89134

46A

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-37951

Planning Commission Meeting of 5/27/2010

Case: SUP-37951
13817812024
SCHUG MICHAEL L & BARBARA
2424 PALMRIDGE DR
LAS VEGAS NV 89134-8877

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City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-38247 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: 7-ELEVEN - OWNER: 7785 NORTH DURANGO, LLC - Request for a Review of Condition to delete Condition Number 3 of a previously approved Special Use Permit (SUP-21913), WHICH STATED THAT THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED at 7785 North Durango Drive (APN 125-17-611-003), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL.

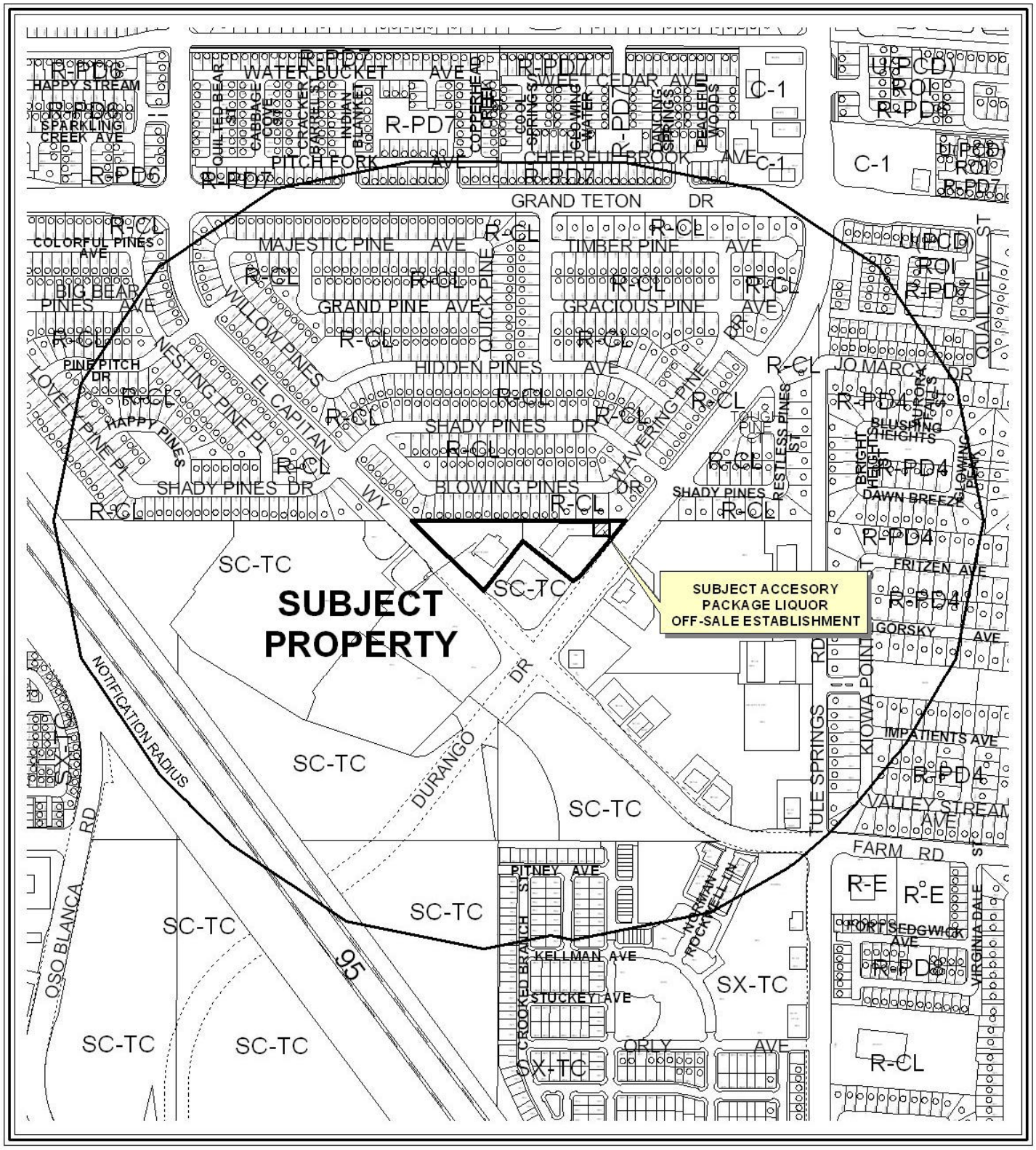
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-21913
5. Justification Letter



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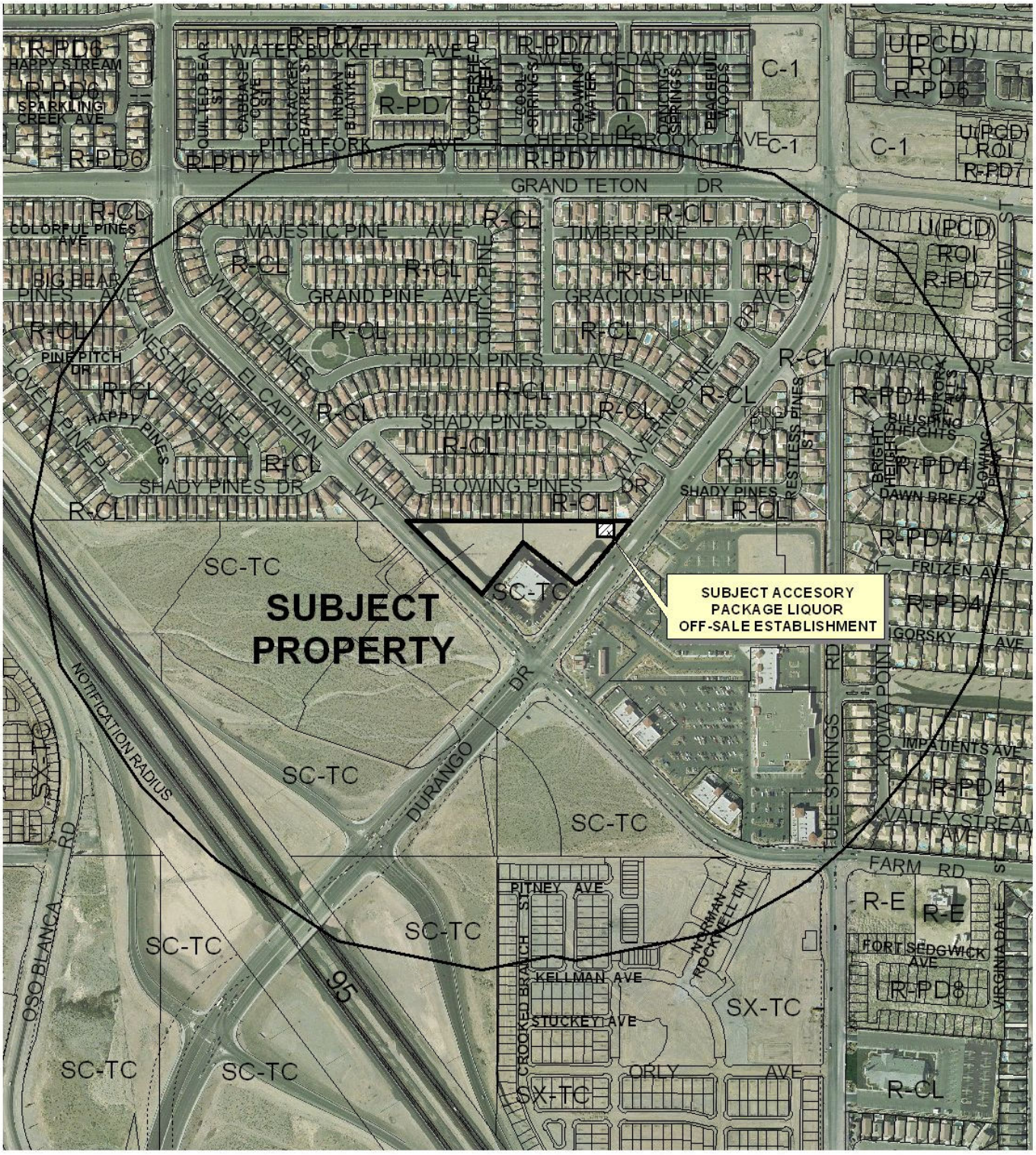
CASE: **ROC-38247**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



0 400 800 Feet

CASE: **ROC-38247**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



ROC-38247

Package Liquor Sales

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: JULY 7, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: 7-ELEVEN - OWNER: 7785 NORTH DURANGO, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-38247	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-38247 CONDITIONS

Planning and Development

1. Conformance to the conditions of approval of the Special Use Permit (SUP-21913) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. Condition Number 3 of Special Use Permit (SUP-21913) shall be deleted.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a commercial shopping center with previous approval for a Special Use Permit (SUP-21913) for a retail establishment with accessory packaged liquor off-sale. Condition Number 3 of the Special Use Permit (SUP-21913) prohibits the sale of individual containers of any size beer, wine cooler or screw cap wine; all such products were to remain in their original configurations as shipped by the manufacturer; and prohibited the repackaging of containers into groups smaller than originally shipped. The applicant is requesting that this condition be deleted.

Since the approval of the Special Use Permit (SUP-21913), the business has not experienced any code enforcement violations or police activity. The proposed removal of this condition is not appropriate, as the business has a large residential area to the north with commercial uses to the west and east that include five liquor licenses, two of which are for beer/wine/cooler off-sales that have similar restrictions prohibiting the sale of individual containers. The intensification of the use through the allowance of the sale of single packages of beer/wine/coolers does not fit with the surrounding residential neighborhoods and could have a negative effect on the area. Staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/00	The City Council approved a request for a Special Use Permit (U-0026-00) for the Off-Premise Sale of Beer and Wine in conjunction with a proposed Albertson's Convenience Store on the northwest corner of Farm Road and Tule Springs Road. The Planning Commission recommended approval on 04/13/00.
	The City Council approved a related request for a Special Use Permit (U-0027-00) for the sale of packaged liquor in conjunction with a proposed Albertson's Supermarket.
	The City Council approved a related request for a Special Use Permit (U-0028-00) for gasoline sales in conjunction with a proposed Albertson's Convenience Store.
	The City Council approved a related request for a Special Use Permit (U-0041-00) for outdoor sales and storage.
	The City Council approved a related request for a Site Development Plan Review [Z-0076-98(14)] for a proposed 208,211 square-foot shopping center.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/07/04	The City Council approved a request for a Site Development Plan Review (SDR-3191) and waiver of build-to-street standards of the Town Center Development Standards for a 23,320 square-foot commercial building on 4.91 acres at the north corner of Durango Drive and El Capitan Way. The Planning Commission recommended denial on 12/04/03.
01/22/04	The Planning Commission approved a request for a Tentative Map (TMP-3272) for a two lot commercial subdivision on 4.91 acres adjacent to the northeast corner of El Capitan Way and Durango Drive.
04/30/04	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-4252) for a two lot commercial subdivision adjacent to the northeast corner of El Capitan Way and Durango Drive. The map was recorded on 01/13/05, CLV drawing #107V4021.
06/15/05	The City Council approved a request for a Special Use Permit (SUP-6160) for a proposed Financial Institution Specified and a waiver of the 200 foot distance separation from a residential use at the northwest corner of Durango Drive and El Capitan Way. The Planning Commission recommended denial on 04/14/05.
03/15/06	The City Council approved a request for a Site Development Plan Review (SDR-11203) for a Major Amendment of an approved Site Development Plan Review (SDR-3191) to delete pad sites "B" and "C" and substitute with three pads (pads "B", "C", and "D") consisting of 25,400 square feet of retail space with a waiver of Town Center build-to-line standards on 3.21 acres at 7938 North El Capitan Way. The Planning Commission recommended approval on 02/23/06.
08/01/07	The City Council approved a request for a Special Use Permit (SUP-21913) for a retail establishment with accessory packaged liquor off-sale on the north side of Durango Drive, approximately 350 feet north of El Capitan Way. The Planning Commission recommended approval on 06/28/07.
11/06/07	The Town Center Architectural Review Committee (CHARC-TC) approved a request for a Major Amendment (ARC-25285) to an approved Master Sign Plan (CHARC-0014-04) at 7785 North Durango Drive.
11/07/07	The City Council approved a request for a Special Use Permit (SUP-23111) for a retail establishment with accessory packaged liquor off-sale adjacent to the east side of El Capitan Way, approximately 260 feet north of Durango Drive. The Planning Commission recommended denial on 10/11/07.
	The City Council approved a related request for a Special Use Permit (SUP-24162) for a Gaming Establishment (Restricted) in conjunction with a proposed convenience store (without fuel pumps) and a waiver of the Town Center Development Standards to allow a zero foot distance separation from single family detached dwellings where 330 feet is required. The Planning Commission recommended approval on 10/11/07.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/07/07	The City Council approved a related request for a Variance (VAR-23108) to allow a 20-foot residential adjacency setback where 87 feet is the minimum required for a proposed 14,028 square-foot General Retail Store. The Planning Commission recommended denial on 10/11/07.
	The City Council approved a related request for a Site Development Plan Review (SDR-23107) for a proposed 14,028 square-foot General Retail Store and a waiver of perimeter landscape standards to allow a zero-foot landscape buffer where 8 feet is required along the east property line.

Related Building Permits/Business Licenses	
08/30/07	A building permit (95019) was issued for tenant improvements for 7785 North Durango Dr., Ste 155. The permit was finalized on 02/13/08.
08/08/07	A building permit (94779) was issued for wall/fencing for shops on Pad "D" at 7785 N. Durango Dr., Ste 155. The permit was finalized on 04/30/07.
10/11/07	A building permit (99382) was issued for a fire sprinkler system at 7785 North Durango Dr., Ste 155. The permit was finalized on 12/27/07.
05/08/08	A business license (C-20-02328) was issued for Convention Hall Tax at 7785 North Durango Drive, Ste 155. The license is still active.
02/20/09	A business license (C05-02603) was issued for a Tobacco Dealer at 7785 North Durango Drive, Ste 155. The license is still active.
02/20/09	A business license (C15-00362) was issued for a Convenience Store at 7785 North Durango Drive, Ste 155. The license is still active.
06/12/09	A business license (L10-00296) was issued for Beer/Wine/Cooler Off-Sale at 7785 North Durango Drive, Ste 155. The license is still active.
11/19/09	A business license (G01-02326) was issued for Restricted Gaming at 7785 North Durango Drive, Ste 155. The license is still active.
04/13/10	A business license (V02-01918) was issued for a Video/Media Kiosk at 7785 North Durango Drive, Ste 155. The license is still active.
04/16/10	A business license (V02-01920) was issued for a Video/Media Kiosk at 7785 North Durango Drive, Ste 155. The license is still active.
04/27/10	A building permit (161723) was issued for a sign at 7785 N. Durango Dr., Ste 155. The permit was finalized on 05/14/10.

Pre-Application Meeting	
04/09/10	A pre-application meeting was held was the applicant where the process and submittal requirements for requesting condition 3 deleted of the previously approved Special Use Permit (SUP-21913).

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Field Check	
06/09/10	Staff conducted a field check of the subject site with the following observations: • The area surrounding the facility was clean and neat with the landscaping being well maintained. • There is an ice machine and a 'Red Box" DVD rental unit in front of the store

Details of Application Request	
Site Area	
Gross Acres	1.48

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial-Town Center) Special Land Use Designation]
North	Single Family Dwellings	PCD (Planned Community Development)	R-CL (Single Family Compact Lots)
South	Retail Establishments and Restaurant	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial-Town Center) Special Land Use Designation]
East	Mini-Storage Facility	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial-Town Center) Special Land Use Designation]
West	Retail Establishment	TC (Town Center)	T-C (Town Center) [SC-TC (Service Commercial-Town Center) Special Land Use Designation]

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is currently occupied by a commercial shopping center with previous approval for a Special Use Permit (SUP-21913) for a retail establishment with accessory packaged liquor off-sale. Condition Number 3 of the Special Use Permit (SUP-21913) prohibited the sale of individual containers of any size beer, wine cooler or screw cap wine; where all such products were to remain in their original configurations as shipped by the manufacturer; and prohibited the repackaging of containers into groups smaller than originally shipped. The applicant is requesting that this condition be deleted. Since the approval of the Special Use Permit (SUP-21913), the business has not experienced any code enforcement violations or police activity. During a filed inspection of the site, staff noted that the area surrounding the store was clean and neat in appearance with the landscaping areas being well maintained.

FINDINGS

The proposed removal of this condition is not appropriate, as the business has a large residential area to the north with commercial uses to the west and east that include five liquor licenses, two of which are for beer/wine/cooler off-sales that have similar restrictions prohibiting the sale of individual containers. The intensification of the use through the allowance of the sale of single packages of beer/wine/coolers does not fit with the surrounding residential neighborhoods and could have a negative effect on the area. Staff is recommending denial of this request.

NOTICES MAILED 720 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-38247 APN: 125-17-611-003

Name of Property Owner: 7785 North Durango, LLC

Name of Applicant: 7-Eleven

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 ___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: Robert Zarin

Subscribed and sworn before me

This 12 day of April, 2010

_____

Notary Public in and for said County and State

HOWARD KASTIN
Notary Public, State of New York
No. 01KA6214214
Qualified in Nassau County
Commission Expires November 30, 2013

RECEIVED
MAY 1 [illegible] 10

Revised 11-14-06

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition - SUP-21913

Project Address (Location) Durango, North of El Capitan

Project Name 7-Eleven **Proposed Use** Convenience Store

Assessor's Parcel #(s) 125-17-611-003 **Ward #** 6

General Plan: existing SC-TC **proposed** N/A **Zoning: existing** TC **proposed** N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information See attached justification letter

PROPERTY OWNER 7785 North Durango, LLC **Contact** N/A

Address 7785 North Durango Drive **Phone:** N/A **Fax:** N/A

City Las Vegas **State** NV **Zip** 89143

E-mail Address N/A

APPLICANT 7-Eleven **Contact** Dawn Ware

Address 2470 Paseo Verde Parkway, Suite 105 **Phone:** 270-7128 **Fax:** 270-7101

City Henderson **State** NV **Zip** 89074

E-mail Address Dawn.Ware@7-11.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 W. Sunset Road, Suite 250 **Phone:** 792-7000 **Fax:** 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address JLazovich@kcnvlaw.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert Lavis

Subscribed and sworn before me

This 12 day of April, 20 10.

_____

Notary Public in and for said County and State

HOWARD KASTIN
Notary Public, State of New York
No. 01KA6214214
Qualified in Nassau County
Commission Expires November 30, 2013

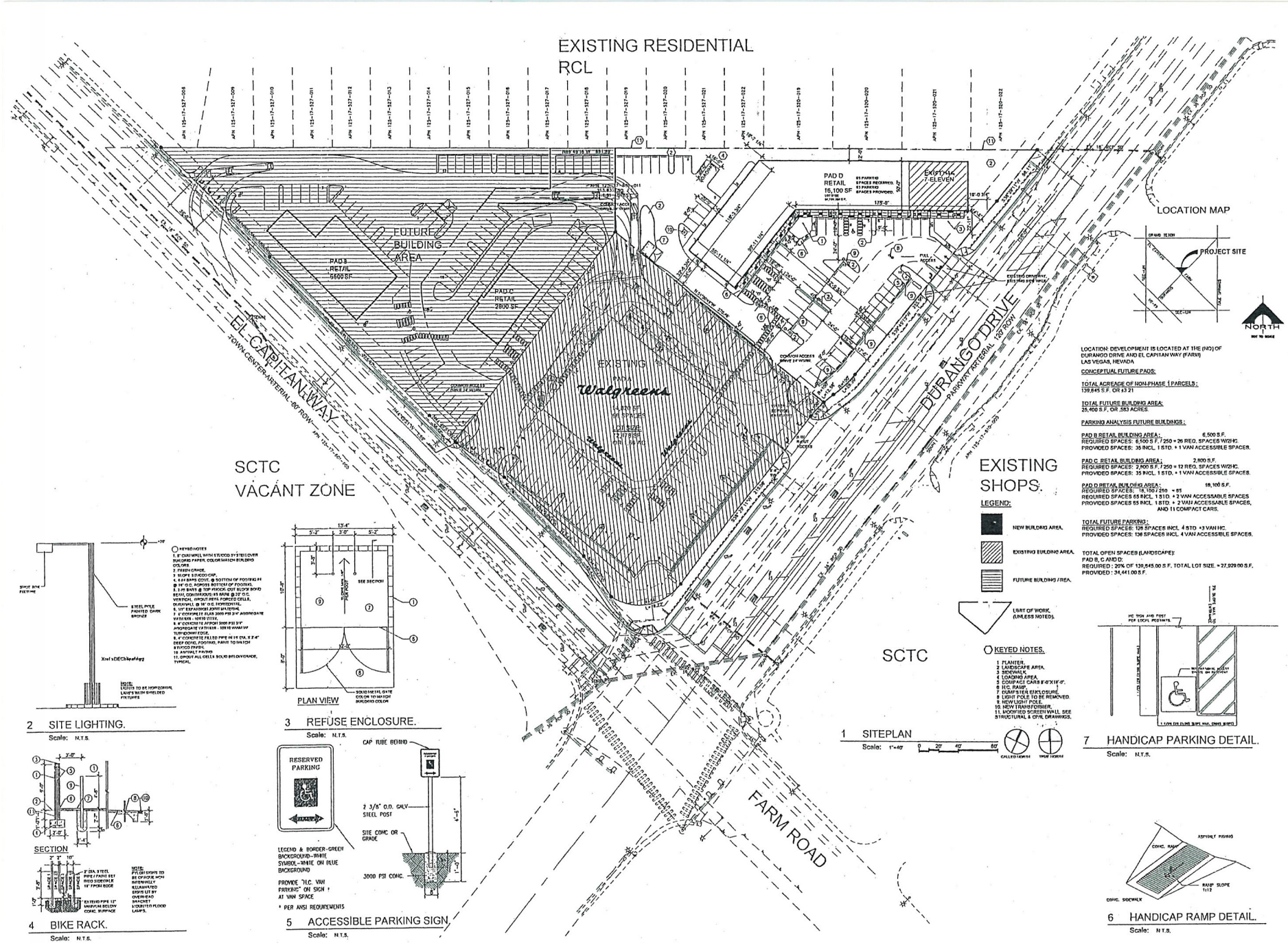
FOR DEPARTMENT USE ONLY

Case #	ROC 38247
Meeting Date:	7/7/2010
Total Fee:	830 00/100
Date Received:*	5/
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



1 SITEPLAN
Scale: 1"=40'

2 SITE LIGHTING.
Scale: N.T.S.

3 REFUSE ENCLOSURE.
Scale: N.T.S.

4 BIKE RACK.
Scale: N.T.S.

5 ACCESSIBLE PARKING SIGN.
Scale: N.T.S.

6 HANDICAP RAMP DETAIL.
Scale: N.T.S.

7 HANDICAP PARKING DETAIL.
Scale: N.T.S.

REV	DATE	BY	REVISION
A			
A			
A			
A			
A			

GEORGE RAINHART, ARCHITECT AND ASSOCIATES P.C.
2325 SAN PEDRO NE. SUITE 2-B
ALBUQUERQUE, NEW MEXICO 87110
PHONE (505) 884-9110 FAX (505) 837-9877

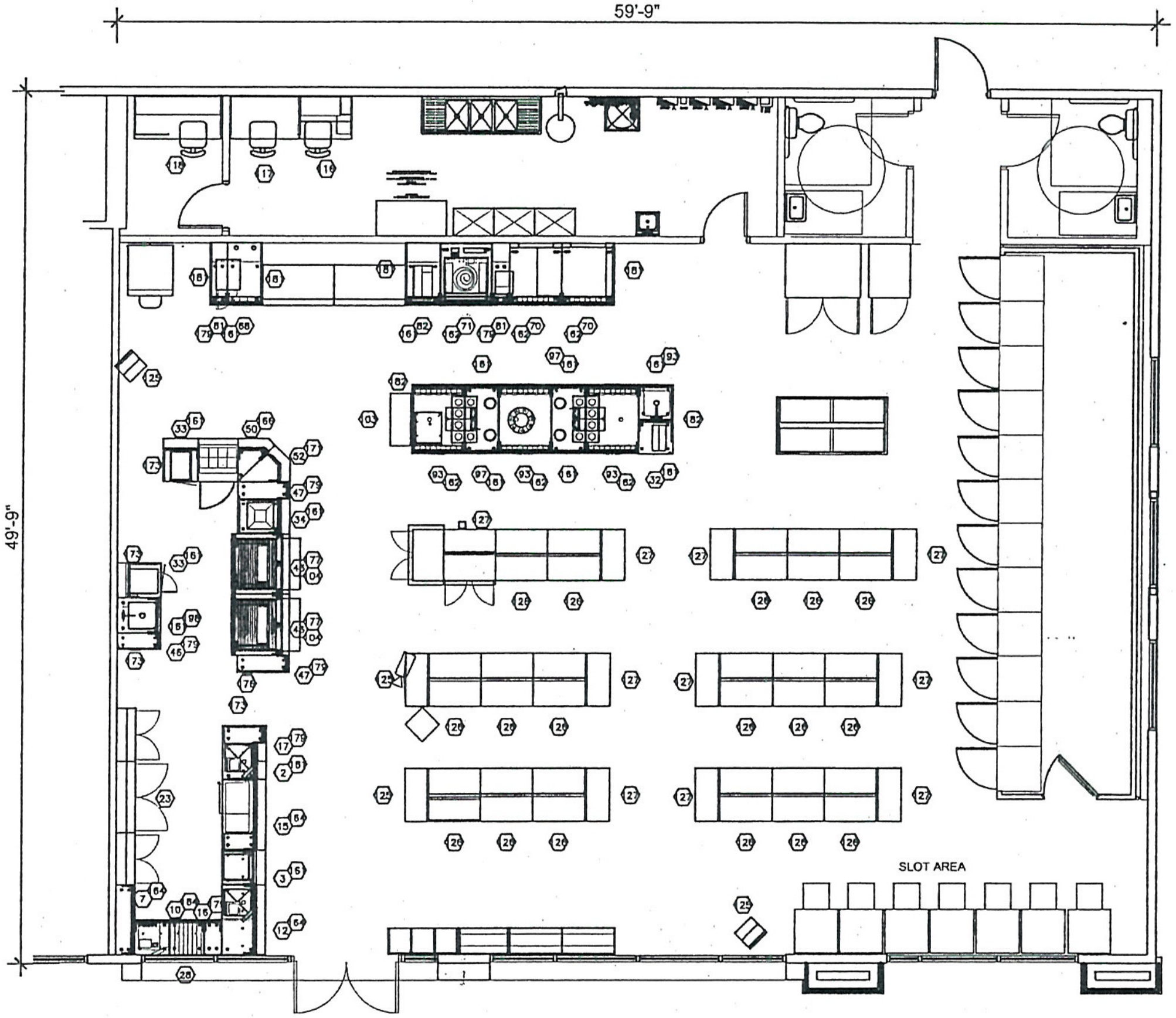
PROJECT TITLE: SHOPS PAD D.
NWC OF DURANGO DR. & EL CAPITAN WAY
CLARK COUNTY, NEVADA.

DRAWN BY: APZ
JOB NO. 0808
PROJECT MANAGER: GEORGE RAINHART
SHEET TITLE: SITE PLAN

DATE: 041206
SCALE: 1"=40'
sheet- A1.1 of-

ROC-38247

RECEIVED
MAY 11 2010



1 / EF-2 COUNTER FLOOR PLAN & SCHEDULE
SC: 1/8"=1'

ITEM #	ORACLE#	QTY	MFR	MODEL	DESCRIPTION
2	3130038	1	DUKE	RM230-FOS-EV-BW	[illegible]
3	3130041	1	DUKE	RM2-30-STO-BW	[illegible]
7	3130045	1	DUKE	RM4-12-EV	[illegible]
10	3130058	1	DUKE	RM424-STO/STO-EV	[illegible]
12	3130047	1	DUKE	RM4-30-FOS/STO-EV-BW	[illegible]
15	3130052	1	DUKE	RM430-SAFE/1STO-EV	[illegible]
16	3130042	1	DUKE	RMT1-24-EV	[illegible]
17	3130043	1	DUKE	RMT1-30-TT-EV	[illegible]
20	3130182	1	ROYSTON	3130182	[illegible]
26	19379	1	ROYSTON	DIGT-UC	[illegible]
27	900215	1	DUKE	FF2-24-ADA	[illegible]
32	900202	2	DUKE	FF2-30	[illegible]
34	900201	1	DUKE	FF2-36-BW	[illegible]
43	3132019	1	DUKE	FFRO24-36-SOO	[illegible]
45	900807	1	DUKE	FFTM1-30	[illegible]
47	900809	2	DUKE	FFTM1-36-T/T	[illegible]
50	900313	1	DUKE	FFWA-30L/36R-BW	[illegible]
52	900312	1	DUKE	FFWA-36L/36R-BW	[illegible]
59	900203	1	DUKE	BBS2-API	[illegible]
70	900801	2	DUKE	BPS2-SCO-FCS	[illegible]
71	900827	1	DUKE	BBS2-SCO-FS15	[illegible]
81	900202	2	DUKE	BTMS1	[illegible]
82	900204	1	DUKE	BTMS2	[illegible]
90	900400	3	DUKE	IBS3-48-SCO/CDI-ADA	[illegible]
97	900407	2	DUKE	ITM2-48-T/T-OFFSETCHUTE	[illegible]
103	869878	1	ROYSTON	IBSRW-SH-CREAM	[illegible]
104	3134186	2	ROYSTON	ROO-SHELF-KIT	[illegible]
116	900202	1	DUKE	CWS2-30	[illegible]
117	900203	1	DUKE	CWS4-30	[illegible]
118	900204	1	DUKE	CWS5-30	[illegible]
124	3134074	1	ROYSTON	SHLV-HOWR-KIT	[illegible]
125	3134077	1	ROYSTON	SHLV-FEQ/WEQ-BLAK	[illegible]
126	3134073	17	ROYSTON	SHLFCT-KIT	[illegible]
127	3134073	10	ROYSTON	SHLV54-CT-KIT	[illegible]
181	3134009	17	ROYSTON	KP2-BRN	[illegible]
181	3134006	3	ROYSTON	KP2-BRN	[illegible]
182	3134007	6	ROYSTON	KP3-BRN	[illegible]
184	3134009	4	ROYSTON	KP4-BRN	[illegible]
168	3134028	1	ROYSTON	KP24-30-BRN	[illegible]
171	3134023	1	ROYSTON	KP30-45-BRN	[illegible]
173	3134018	6	ROYSTON	KP30-SIDE-BRN	[illegible]
176	3134017	1	ROYSTON	KP36-SIDE-BRN	[illegible]
177	3134006	3	ROYSTON	KPRG-BRN	[illegible]
179	3134004	7	ROYSTON	KPT1-BRN	[illegible]
181	3134018	4	ROYSTON	KP42-Side-BRN	[illegible]
192	3134019	3	ROYSTON	KP48-SIDE-BRN	[illegible]
193	900136	1	DUKE	RK2-24-18B-ADA	[illegible]
198	900308	1	DUKE	SK2-30-18B-DBP	[illegible]

7-ELEVEN, INC.
CITYPLACE CENTER EAST
2711 N. HASKELL
DALLAS, TX 75204

REVISION: DATE:

COUNTER FLOOR PLAN $ SCHEDULE
DURANGO, EL CAPITAN
LAS VEGAS, NV

CENTRAL
DIVISION:

RELEASE DATE:

1013781
STORE NO:
7-11
CK'D BY:
7-11
APPROVED BY:
03.01.2007
DATE ISSUED:
7-ELEVEN
DRAWN BY:

SHEET NO.
EF2.0
OF 1 SHEETS

D PACIFIC\NEVADA\1013781 - DURANGO & EL CAPITAN\cd set\1013781 - EF2.0.dwg, 8/6/2007 9:15:08 AM, mhinem01

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ROC-38247 - APPLICANT: 7-ELEVEN - OWNER: 7785 NORTH DURANGO, LLC
7785 NORTH DURANGO DRIVE

06/09/10



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06/09/10



ROC-38247 - APPLICANT: 7-ELEVEN - OWNER: 7785 NORTH DURANGO, LLC
7785 NORTH DURANGO DRIVE

06/09/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

August 3, 2007

Mr. Douglas Peterson
Cap II-Farm/Durango, LLC
2325 San Pedro Northeast, Suite #2A
Albuquerque, New Mexico 87110

RE: SUP-21913 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF AUGUST 1, 2007

Dear Mr. Peterson:

The City Council at a regular meeting held August 1, 2007 APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on the north side of Durango Drive, approximately 350 feet north of El Capitan Way (APN 125-17-611-001), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on August 2, 2007. This approval is subject to:

Planning & Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. Approval of this Special Use Permit does not constitute approval of a liquor license.

3. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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ROC-38247

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Ed Barrow
7-Eleven, Inc:
2470 Paseo Verde Parkway, Suite #100
Henderson, Nevada 89074

Ms. Tabitha Keetch
KKBRF
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89169

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KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

May 11, 2010

VIA HAND DELIVERY

City of Las Vegas
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89106

Re: 7-Eleven at Durango Drive & El Capitan Way
Review of Condition of (SUP-21913)

To Whom It May Concern::

Please be advised, this office represents 7-Eleven (The "Applicant"). The applicant has a store location at 7785 N. Durango Drive. On August 1, 2007, the City Council approved a special use permit for a retail establishment with accessory package liquor off sale (SUP-21913) with five conditions. The Applicant has complied with these conditions.

The Applicant is respectfully requesting a waiver of condition number three which states "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configuration as shipped by the manufacturer. Further no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

The Applicant has proven themselves as a clean and respectable business and would like the opportunity to sell individual containers of beer, less than 40 ounces in size, wine coolers or screw cap wine. The Applicant would agree to a six month review of this revised condition.

Thank you in advance for your consideration. If you have any questions or need anything further please do not hesitate to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Jennifer Lazovich

JJL/amp

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MAY 11 2010
ROC-38247

City of Las Vegas Agenda Item No.: **101.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 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.: **102.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 2010

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **103.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 7, 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