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 21, 2010

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – PASTOR KHOSROW (KOZ) ALIGHCHI, INTERNATIONAL CHURCH OF LAS VEGAS
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF THE SENIOR OF THE QUARTER
7. RECOGNITION OF THE FIRE DEPARTMENT'S LIFE-SAVING HYPOTHERMIA TREATMENT
8. RECOGNITION OF PERUVIAN INDEPENDENCE DAY
9. RECOGNITION OF THE HUMANITARIAN EFFORTS OF ALPHA PHI ALPHA FRATERNITY INC.
10. RECOGNITION OF WARD 6 HIGH SCHOOL ATHLETES

BUSINESS ITEMS - MORNING

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

12. Approval of the Final Minutes by reference of the regular City Council meeting of June 16, 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

13. Approval of the termination agreement between the Clean Water Coalition and the City of Las Vegas for Human Resource Department assistance, benefit administration and employee benefit packages for Clean Water Coalition employees - All Wards

14. Approval of grant funds from Target to the Office of Cultural Affairs for the Downtown Children's Cultural Field Trip Series. ($25,000 grant award-Arts Fund General) - All Wards

FIELD OPERATIONS - CONSENT

15. Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services for the City of Las Vegas' Elkhorn Overpass and offsite improvements project located in the vicinity of Elkhorn Road east of Durango Drive and west of Cimarron Road - Ward 6 (Ross)

16. Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 850 North Mojave Road, also known as Freedom Park, APN 139-25-701-002 - Ward 3 (Reese)

17. Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 2645 West Washington Avenue, also known as Fire Station 3, APN 139-29-702-003 - Ward 5 (Barlow)

18. Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 2900 Stewart Avenue, also known as Rafael Rivera Community Center, APN 139-36-303-002 - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

20. Approval of a report by the City Treasurer of the June 29, 2010 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 505, and various other districts - Wards 2, 3, 4, 5 and 6 (Wolfson, Reese, Anthony, Barlow and Ross)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

21. Approval of a Special Event Alcoholic Beverage License for Southern Nevada Association of Pride, Location: Blue Moon Resort, 2651 Westwood Drive, Date: August 7, Type: Special Event General, Event: Men's T-Dance, Responsible Person in Charge: Dennis Shaull - Ward 1 (Tarkanian)

22. Approval of an extension of a Temporary Urban Lounge License, Myles Management LLC, dba Bar, Bistro @ The Arts Factory, 107 East Charleston Boulevard, Suite 155, Westley Isbutt, Mgr, 100% - Ward 3 (Reese)

23. Approval of an extension of a Temporary Tavern License for a Change Business Name, Change of Location, and Change of Ownership, From: Isaher Inc., dba Odyssey Bar, 1930 Fremont Street, To: Paovis Enterprises Inc., dba Fongs Garden China-Mex, 2021 East Charleston Boulevard, Mercy Mejia Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

24. Approval of a Change of Business Name for a Tavern License, Red Rock Bar, Inc., dba From: Red Rock Bar, To: Lucky's Gaming & Spirits, 1729 East Charleston Boulevard, Suites A & B, Allen Hamika, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

25. Approval of a new Restricted Gaming License subject to the confirmation of approval by the Nevada Gaming Commission, Red Rock Bar, Inc., dba Lucky's Gaming & Spirits, 1729 East Charleston Boulevard, Suites A & B, Allen Hamika, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

26. Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, db at Cardenas, 2400 East Bonanza Road - Ward 3 (Reese)

27. Approval of a Non-Restricted Gaming License subject to the confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Queen of Hearts Hotel & Casino (formerly), 19 Lewis Avenue - Ward 3 (Reese)

28. Approval of an extension of a Temporary Burglar Alarm Service License, Colligo Security Services, LLC, dba American Video and Security Ltd., 1421 East Sunset Road, Suite 2, Lawrence and Norhimar Folsom 2008 Living Trust, Mmbr, 100%, Lawrence Folsom, Trustee, Mgr, and Norhimar Folsom, Trustee - County

29. Approval of an extension of a Temporary Burglar Alarm Service License, Millennium Alarm Systems Inc., dba Millennium Alarm Systems Inc., 5777 West Century Boulevard, Suite 1755, Niels-Ole Staehr, Pres, Martin Askgaard, V.P., Stephan Staehr, Dir, and Rita Nielsen, Dir - California

30. Approval of an extension of a Temporary Massage Establishment License, Ian K. Yamane, DC, PC, dba Nevada Rehabilitation Center, 6800 West Cheyenne Avenue, Ian K. Yamane, Pres, Secy, Treas and Deborah Yamane, Dir - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing chiropractic office - Nevada Rehabilitation Center]

31. Approval of new Class II Secondhand Dealer License, Scratch & Dent Depot, LLC, dba Scratch & Dent Depot, LLC, 3220 East Charleston Boulevard, Trace Marrs, Managing Mmbr, 100% - Ward 3 (Reese)

32. Approval of a new Temporary Massage Establishment License, Rivka Hershcovicz, dba Rivi Salon, 9410 West Sahara Avenue, Suite 140, Rivka Hershcovicz, Owner, 100% - Ward 2 (Wolfson)

33. Approval of a Change of Location for a Temporary Locksmith License subject to the provisions of the planning and fire codes, A1 Locksmith, Inc., dba A1 Locksmith, Inc., From: 2222 West Bonanza Road, Suite C, To: 3201 West Sahara Avenue, Suite E, Jackie Baker, Pres, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

34. Approval of award of Bid No. 09.1730.27-LED, ITS Communication Infrastructure Corridor 1A located on Charleston Boulevard from Desert Foothills Drive to Montclair Street, on Montclair Street from Charleston Boulevard to Del Rey Avenue and on Rainbow Boulevard from Sahara Avenue to Charleston Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS ELECTRIC, INC. ($1,198,124.30 - Traffic Improvements Capital Projects Fund) - Wards 1 and 2 (Tarkanian and Wolfson)

35. Approval of award of Contract No. 090200-LD, Design-Build of the Water Pollution Control Facility 3 Megawatt Solar Power Site located at 6005 Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: MARTIN-HARRIS CONSTRUCTION ($19,754,695.87 - Sanitation Enterprise Fund) - County

36. Approval of award of Bid No. 09.15341.03-DC, Tropical Durango Park Phase I and II located at the northwest corner of Tropical Parkway and Durango Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: JNJ ENGINEERING CONSTRUCTION, INC. ($1,274,500 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Ross)

37. Approval of award of Contract Management Agreement No. 100261-LD, Construction Management Services for the 3 Megawatt Solar Photovoltaic Project located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($1,865,997 - Sanitation Enterprise Fund) - County

38. Approval of award of Modification No. 3 to Contract No. 050561-CW, Insurance Broker and Consulting Services - Department of Human Resources - Award recommended to: AON RISK SERVICES WEST, INC. ($100,000 - Employee Benefit Internal Service Fund and Liability Insurance and Property Damage Internal Service Fund)

39. Approval of award of Modification No. 5 to Contract No. 040228-DK, Third Party Collection Agency Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not-to-Exceed $125,000 - General Fund)

40. Approval of award of Modification No. 5 to Contract No. 040229-DK, First Party Debt Receivables Management Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not-to-Exceed $150,000 - General Fund)

41. Approval of Purchase Order No. 282234, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: THATCHER COMPANY OF NEVADA ($2,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

42. 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

HUMAN RESOURCES - CONSENT

43. Approval of the City of Las Vegas property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for FY 2011 with AON Risk Services, Inc. ($255,000 - Self Insurance Liability Trust Fund)

44. Approval of the City of Las Vegas Excess Workers' Compensation Insurance coverage for FY 2011 with AON Risk Services, Inc. ($440,813 – Workers' Compensation Self Insurance Trust Fund)

NEIGHBORHOOD SERVICES - CONSENT

45. Approval of an agreement that transfers ownership to Golden Rainbow for the maintenance and operations of a single family townhome purchased with Housing Opportunities for Persons with AIDS (HOPWA) - All Wards

46. Approval of the Interlocal Agreement for Shared Funding with Clark County and the cities of North Las Vegas, Henderson and Boulder City to contribute $299,073.11 (General Fund) for regional homeless coordination and inclement weather shelter - All Wards

PUBLIC WORKS - CONSENT

47. Approval of a Rule 9 Large Project Line Extension Agreement between the City of Las Vegas and Nevada Power Company doing business as NV Energy for installation of power facilities for the Smith Center for the Performing Arts (NVE Project Number 185886) located at 361 Symphony Park Avenue – Ward 5 (Barlow)

48. Approval of a Rule 9 Line Extension Agreement between the City Parkway V, Inc. and Nevada Power Company doing business as NV Energy for installation of power facilities for the Symphony Park Phase I Infrastructure (NVE Project Number 185345) located at Symphony Park near Grand Central Parkway and Bonneville Avenue ($375,600 - General Capital Projects Fund) - Ward 5 (Barlow)

49. Approval of a Rule 9 Line Extension Agreement between the City of Las Vegas and Nevada Power Company doing business as NV Energy for relocation of power facilities for the Symphony Park Feeder Line also known as Union Park Phase 1 Offsite Conduit System Project located at Main Street and Clark Avenue ($57,334 - General Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

50. Approval of a Settlement Agreement for the Martin Luther King Boulevard Improvements project, located on Martin L. King Boulevard from Alta Drive to Carey Avenue, between the City of Las Vegas and Wells Cargo, Inc., regarding construction issues, disputes and claims ($611,205.67 - Regional Transportation Commission [RTC]) - Ward 5 (Barlow)

RESOLUTIONS - CONSENT

51. R-53-2010 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

52. R-54-2010 - Approval of a Resolution supporting the roadway improvements known as the I-515 Corridor Project, located along I-515 between I-15 at the Spaghetti Bowl east and south to Henderson at Foothills Drive - Wards 3 and 5 (Reese and Barlow) and County and Henderson

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

53. ABEYANCE ITEM - 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)

ADMINISTRATIVE SERVICES - DISCUSSION

54. Discussion and possible action regarding of an Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for the implementation of an electric bicycle program - All Wards

CITY ATTORNEY - DISCUSSION

55. Hearing, discussion and possible action regarding complaint seeking disciplinary action against Ran Oriental Therapy's LLC, d/b/a Oriental Angels Massage, and Jinli Ran, 2600 West Sahara Avenue, #115, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code – Ward 1 (Tarkanian)

BOARDS & COMMISSIONS - DISCUSSION

56. SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY - Tenant Commissioner

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

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

59. 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

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.

60. 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

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

62. 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

63. 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

64. 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

65. Bill No. 2010-31 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

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.

66. Bill No. 2010-32 - Levies Assessment for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road). Sponsored by: Step Requirement

67. Bill No. 2010-33 – Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions). Proposed by: Beverly K. Bridges, City Clerk

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

68. 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

69. HPC-38520 – Public hearing and possible action regarding an appeal from the approval by the Historic Preservation Commission of a consideration of application for Certificate of Appropriateness for demolition of historic guard shack, façade and tower at the Moulin Rouge located at 840 West Bonanza Road (APN 139-28-703-014), C-2 (General Commercial) Zone, Ward 5 (Barlow)

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

71. Hearing and possible action regarding review of compliance with City Council's decision concerning Nuisance Notice and Order and to consider preliminary report of expenses to recover fees and penalties for inspections located at 409 Santa Fe Street. PROPERTY OWNER: MICHAEL E. PAVICH - Ward 1 (Tarkanian)

72. Hearing and possible action to consider the appeal regarding Nuisance Notice and Order to Comply located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO - Ward 3 (Reese)

73. Hearing and possible action to consider the appeal regarding Nuisance Notice and Order to Comply located at 5517 Ghost Rider Court. PROPERTY OWNER: GLORIA MEANS - Ward 6 (Ross)

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.

74. EOT-38422 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: FRESH & EASY NEIGHBORHOOD MARKET - OWNER: FACCHINO LABARBERA SAHARA, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27506) FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN APPROVED 17,307 SQUARE-FOOT GROCERY STORE at 4580 West Sahara Avenue (APN 162-06-411-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

75. EOT-38475 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: O.H.D.B., LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27951) FOR A PROPOSED HOTEL LOUNGE BAR IN A HOTEL WITH 43 ROOMS at 2651 Westwood Drive (APN 162-09-102-006), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

76. EOT-38524 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: HECTOR CAMACHO - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27933) FOR A PROPOSED RESTAURANT WITH A SERVICE BAR WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY AND TO ALLOW A 58-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4561 East Bonanza Road (APN 140-32-101-016), C-1 (Limited Commercial) 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.

77. ZON-38056 - 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 10.21 acres at 6333 Fargo Avenue (APN 138-26-702-001), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

78. ZON-38057 - 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 10.10 acres at 7101 Pinedale Avenue (APN 138-34-202-001), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

79. ZON-38058 - 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 17.82 acres at 300 South Torrey Pines Drive (APNs 138-35-111-004 and 138-35-215-001), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

80. ZON-38059 - 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 8.83 acres at 1100 Lena Street (APN 139-25-601-002), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

81. SUP-37949 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BELL INDEPENDENT LIVING HOMES, INC. - OWNER: CLESTER AND ODESSA NELSON - Request for a Special Use Permit FOR A PROPOSED 987 SQUARE-FOOT SOCIAL SERVICE PROVIDER at 1176 West Lake Mead Boulevard (APNs 139-21-610-283 and 284), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

82. VAC-37529 - VACATION - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: COUNTY OF CLARK - Petition to Vacate public rights-of-way generally located along the west side of Martin Luther King Boulevard, approximately 280 feet south of Carey Avenue, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

83. VAC-38252 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: ABRAHAM SCHIFF - Petition to Vacate a 11-foot public drainage easement extending 120 feet south of Fremont Street, approximately 300 feet east of Main Street, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

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

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

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

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

88. SUP-37871 - ABEYANCE ITEM - 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.

89. SUP-37892 - ABEYANCE ITEM - 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.

90. GPA-37823 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CT-1, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 1.00 acres at 7204 West Craig Road (APN 138-03-201-009), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

91. ZON-37824 - REZONING RELATED TO GPA-37823 - PUBLIC HEARING - APPLICANT/OWNER: CT-1, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.00 acres at 7204 West Craig Road (APN 138-03-201-009), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

92. SDR-37940 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37823 AND ZON-37824 – PUBLIC HEARING - APPLICANT/OWNER: CT-1, LLC - Request for a Site Development Plan Review FOR A PROPOSED 4,195 SQUARE-FOOT FINANCIAL INSTITUTION, GENERAL (WITH DRIVE-THRU) WITH A WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A ZERO-FOOT WIDE LANDSCAPE BUFFER ALONG THE SOUTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.0 acres at 7204 West Craig Road (APN 138-03-201-009), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

93. SDR-37946 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL - Request for a Site Development Plan Review FOR PROPOSED FACADE MODIFICATIONS AND THE ADDITION OF A SERVICE YARD, A PORTE COCHERE, A SURFACE PARKING LOT AND A 25-FOOT ADDITION ON THE ROOF OF AN EXISTING HOTEL/CASINO WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN STREETSCAPE, UTILITY AND PARKING LOT LANDSCAPING AND SCREENING REQUIREMENTS on 3.94 acres at 220 North 4th Street (APNs 139-34-501-009; 139-34-510-019 and 139-34-514-007 through 009), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

94. VAR-38195 - VARIANCE - PUBLIC HEARING - APPLICANT: STEVEN KOZMARY, M.D. - OWNER: LA JOLLA PLAZA II, LLC - Request for a Variance TO ALLOW 26 PARKING SPACES WHERE 45 PARKING SPACES ARE REQUIRED at 2851 El Camino Avenue (APN 162-05-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

95. SUP-38194 - SPECIAL USE PERMIT RELATED TO VAR-38195 - PUBLIC HEARING - APPLICANT: STEVEN KOZMARY, M.D. - OWNER: LA JOLLA PLAZA II, LLC - Request for a Special Use Permit FOR A PROPOSED 473 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL ZONE WHERE 400 FEET IS THE MINIMUM REQUIRED, A 362-FOOT DISTANCE SEPARATION FROM AN EXISTING MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS THE MINIMUM REQUIRED AND FOR ACCESS TO THE SITE FROM A 60-FOOT RIGHT-OF-WAY WHERE AN 80-FOOT WIDE RIGHT-OF-WAY IS THE MINIMUM REQUIRED at 2851 El Camino Avenue (APN 162-05-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

96. VAR-38114 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Variance TO ALLOW A NINE-FOOT TALL MENU BOARD WHERE SEVEN FEET IS THE MAXIMUM HEIGHT ALLOWED AND TO ALLOW AN INCIDENTAL SIGN (CLEARANCE ARM) THAT IS 13 FEET TALL, 27 SQUARE FEET IN AREA AND CONTAINS A LOGO MAKING UP 67 PERCENT OF THE SIGN AREA WHERE SEVEN FEET IN HEIGHT, 12 SQUARE FEET IN AREA AND 50 PERCENT LOGO COVERAGE ARE ALLOWED on 0.52 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

97. MSP-38116 - MASTER SIGN PLAN RELATED TO VAR-38114 - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Major Amendment to a previously approved Master Sign Plan (MSP-0006-02) on 13.41 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-007 through 011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

98. SUP-38137 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC. - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED; AN 820-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND TO ALLOW 900 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 3882 West Sahara Avenue (APN 162-06-813-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

99. SUP-38211 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: PPLAND, LP - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 74 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 14,820 SQUARE-FOOT RETAIL ESTABLISHMENT at 7755 North Durango Drive (APN 125-17-611-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

100. SUP-38240 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: F. QUENTIN BROWN - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 6101 West Lake Mead Boulevard (APN 138-23-702-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL.

101. ROC-38439 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: DISCOUNT SMOG/STEPHEN MURPHY - OWNER: FOSTER-DAY, CORP. - Request for a Review of Condition #4 of a previously approved Special Use Permit (SUP-37301) TO EITHER DELETE THE CONDITION OR EXTEND THE TIME LIMIT FROM 30 DAYS TO 2 YEARS FOR THE ISSUANCE OF A BUILDING PERMIT AND RECEIPT OF AN APPROVED FINAL INSPECTION FOR A RELOCATED SMOG TESTING FACILITY located at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

102. DIR-38691 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Presentation of the annual report on the Las Vegas 2020 Master Plan. Staff recommends APPROVAL.

SET DATE

103. 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

104. 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

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

****

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 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 21, 2010

SUBJECT:
INVOCATION – PASTOR KHOSROW (KOZ) ALIGHCHI, INTERNATIONAL CHURCH OF LAS VEGAS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE FIRE DEPARTMENT'S LIFE-SAVING HYPOTHERMIA TREATMENT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF PERUVIAN INDEPENDENCE DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE HUMANITARIAN EFFORTS OF ALPHA PHI ALPHA FRATERNITY INC.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: COMMUNICATIONS
DIRECTOR: David Riggleman

SUBJECT:
RECOGNITION OF WARD 6 HIGH SCHOOL ATHLETES

City of Las Vegas

Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 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.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 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 16, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
ADMINISTRATIVE:

Approval of the termination agreement between the Clean Water Coalition and the City of Las Vegas for Human Resource Department assistance, benefit administration and employee benefit packages for Clean Water Coalition employees - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On April 20, 2004 and again on June 17, 2009, the City of Las Vegas (City) and Clean Water Coalition (CWC) entered into an Interlocal agreement whereby the City agreed to provide Human Resource Department assistance, benefits administration resources and employee benefit packages for CWC employees. On March 24, 2010, City Manager Betsy Fretwell notified the CWC that effective 5 p.m. on June 30, 2010, the City would discontinue providing these services to CWC because the current economic environment does not afford the city the necessary resources. This city's termination of Human Resources services has been accepted by the CWC.

RECOMMENDATION:
Approval of the termination agreement

BACKUP DOCUMENTATION:
Termination Agreement between the Clean Water Coalition and the City of Las Vegas

TERMINATION AGREEMENT
BETWEEN THE CLEAN WATER COALITION AND THE CITY OF LAS VEGAS

This Termination Agreement is dated the 29nd day of June, 2010, and is entered into by and between the City of Las Vegas, Nevada ("City") and the Clean Water Coalition ("CWC"), a public entity created by an inter-local agreement pursuant to Chapter 277, N.R.S.

WHEREAS on the 20th day of April, 2004 and again on June 17, 2009 ("2009 Agreement"), the parties hereto entered into Inter-local Agreements whereby Las Vegas, in Section 2.1 of the 2009 Agreement agreed "that its Human Resource Department and benefits administration resources will be available to the CWC for employee selection and/or employee benefits and pension plan enrollment for all CWC employees;" and

WHEREAS, on March 4, 2010, Elizabeth N. Fretwell, City Manager of City, notified Chip Maxfield, P.E., General Manager of CWC that, effective 5:00 p.m. on June 30, 2010, City would discontinue its "Human Resource Department assistance, benefit administration resources and employee benefit packages for CWC employees," which position is accepted by the CWC. A copy of Ms. Fretwell's letter is attached as Exhibit A; and

WHEREAS, the parties hereto desire to define their respective duties and responsibilities with respect to termination of the above described services heretofore provided to the CWC by City.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. Subject to the provisions of this Agreement, the duties of City pursuant to Section 2.1 of the 2009 Agreement will terminate effective 5:00 p.m. June 30, 2010, and thereafter, said section will be of no further force or effect.

2. Effective July 1, 2010, the CWC will separate its payroll and personnel functions from the City of Las Vegas and will contract with a payroll service provider(s) and a benefit contractor(s) to provide the services heretofore provided to the CWC by City. These services will include, but not be limited to the following:

(a) Payroll processing services, including direct deposit availability;

(b) Employee health care insurance and dependent health care insurance availability;

(c) Retirement benefits through the Nevada Public Employees Retirement System (NPERS);

(d) Life/accidental death/accidental dismemberment insurance;

(e) Deferred compensation (457) and investment (401(a)) plan availability;

(f) Supplemental insurance availability;

(g) Worker's compensation insurance;

(h) Unemployment insurance coverage;

(i) Employee Assistance Programs (EAP);

(j) Wellness program availability.

3. As of July 1, 2010, the City of Las Vegas will provide to the CWC payment based on the accrued leave balances multiplied by the actual current hourly rate for both sick leave and vacation/annual leave for all CWC employees. . All leave balances will be "trued up" as of June 30, 2010 by the City of Las Vegas no later than July 15, 2010, at which time, the City of Las Vegas will make payment to the CWC for accrued balances. All records pertaining to current or prior CWC employees will be retained by the City of Las Vegas in accordance with the State of Nevada record retention requirements. Copies of records will be made available to the CWC

upon request. The City of Las Vegas will provide any payroll data necessary for the CWC to set up their payroll records and complete the transition of employees.

4. Regarding the deferred compensation plans, the City of Las Vegas agrees to vest all 401(a) accounts for those employees with less than 5 years of service. The City of Las Vegas will assist the CWC in a mass rollover to a new deferred comp plan, if required. Unless and until a mass roll-over to another qualified plan occurs, CWC employees will be able to access their current 457 and 401(a) accounts to manage their funds, make eligible withdrawals, and initiate roll-over transactions. However, new employee or employer contributions will not be allowed.

5. The City of Las Vegas agrees to bill the CWC for their employees' COBRA insurance coverage through December 31, 2010, or sooner if CWC establishes their own health insurance plan(s). Continued COBRA coverage beyond December 31, 2010 will not be billed automatically, and CWC employees will need to notify the City of Las Vegas of their intent to continue their COBRA coverage and arrange for the related COBRA payment.

6. The parties agree to work cooperatively together to accomplish the foregoing by the above indicated dates. Notwithstanding the party's best efforts, in the event any of the tasks cannot be completed by the dates set forth above, the parties shall continue to use their best efforts to accomplish their respective tasks as soon as possible, and the time for performing the delinquent task shall be extended as needed.

IN WITNESS WHEREOF the parties have executed this Termination Agreement as of the day and year first above written, which date shall be the date of approval of this Agreement by the governing board of the party last to approve this Agreement.

CLEAN WATER COALITION

By: _____
Lawrence L. Brown, III, Chairman

Approved as to legality:

_____
Robert W. Marshall, General Counsel

CITY OF LAS VEGAS

Attest:

By: _____
Oscar Goodman, Mayor

_____
Beverly K. Bridges, City Clerk

Approved as to form:

_____ FOR
Bradford R. Jerbic, City Attorney

03-08-10 P03:48 IN

March 4, 2010

Chip Maxfield, P.E.
General Manager
Clean Water Coalition
150 N. Stephanie Street #130
Henderson, NV 89074

COPY

Subject: Interlocal Agreement dated as of June 3, 2003 by and between the City of Henderson, the City of Las Vegas and the Clark County Conservation District ("Interlocal Agreement")

Dear Mr. ~~Maxfield~~: Chip

Please accept this letter as the City's formal notification that effective at five o'clock p.m. on June 30, 2010, the City of Las Vegas will terminate its provision of services to the CWC as outlined in Paragraph 2 of the Interlocal Agreement, to include discontinuation of Human Resources Department assistance, benefit administration resources and employee benefit packages for CWC employees. While the City of Las Vegas has willingly provided these services for the CWC for many years, the current economic environment does not permit the City to continue providing this support.

Section 4.2 states that "any service to be provided by any Member to the CWC hereunder may be terminated . . . by the Member . . . on thirty (30) days written notice, except that provisions of Section 4.1 and 4.2 shall not apply to employee benefit packages for existing CWC employees on the dates described in Sections 4.1 and 4.2 [that date being June 30, 2004] which are administered by Las Vegas pursuant to Section 2.2 hereof. Such employee benefit packages may only be changed by mutual consent of Las Vegas and the CWC Board."

In other words, the City may unilaterally terminate "any services to be provided," unless the service includes employee benefit packages that were in existence as of June 30, 2004. If employee benefit packages existed as of that date, the City and the CWC Board must "mutually agree" to the change to "such employee benefit packages."

In the present case, the four employees of the CWC are Chip Maxfield, Martha Jones, John Brumley and James Devlin. Mr. Maxfield's hire date was February 28, 2009, Ms. Jones hire date was January 14, 2008, Mr. Brumley's hire date was December 12, 2005 and Mr. Devlin's hire date was February 27, 2006. As all employees were hired by the CWC after June 30, 2004, and none of the employee benefit packages existed prior to June 30, 2004, the City may unilaterally terminate all services provided and any post-June 30, 2004 employee benefit packages pursuant to the explicit terms of Paragraph 4.2.

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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FM-0044-08-09

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As a member agency of the CWC, the City of Las Vegas does not want to cause undue harm to the employees that constitute the agency. However, the City of Las Vegas is currently considering significant reductions in city-wide constituent services, as well as reductions in its workforce to balance its FY 10-11 budget, and termination of our Human Resources support and provision of employee benefits packages for the CWC must be one of those service reductions.

Should you have any questions or concerns, please feel free to contact me at your earliest convenience. If the CWC Board members have questions or concerns regarding this action, we would certainly be willing to discuss this matter at the next available CWC Board meeting. If you choose to put an agenda item on for discussion, please give me reasonable notice so I can schedule and send the appropriate staff to the meeting.

Sincerely,

Elizabeth N. Fretwell

Elizabeth N. Fretwell
City Manager

Cc: City of Las Vegas
Councilman Ross
Orlando Sanchez
Claudette Enus
Judy Tuttle
Dan Tarwater

Chip - Thanks for your understanding!
Betsy

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
ADMINISTRATIVE:

Approval of grant funds from Target to the Office of Cultural Affairs for the Downtown Children's Cultural Field Trip Series ($25,000 grant award-Arts Fund General) - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $25,000
Funding Source: Target Corporation
Dept./Division: CMO/Office of Cultural Affairs

PURPOSE/BACKGROUND:
A 25,000 grant was awarded from Target for funding of the Office of Cultural Affairs Downtown Children's Cultural Field Trip Series. This is a performing arts series in partnership with the Clark County School District where students will have the opportunity to come to the Historic Fifth Street School and participate in cultural performances in theatre, music, and dance.

RECOMMENDATION:
Staff recommends City Council approval.

BACKUP DOCUMENTATION:
1. Grant Award Letter
2. GPAR Application Form
3. Target Grant Application

TARGET

July 6, 2010

Mr. Brian M. Kendall
Facility Coordinator, Historic Fifth Street School
City of Las Vegas, Office of Cultural Affairs
401 South Fourth Street, Suite 145
Las Vegas, NV 89101-6204

Dear Mr. Kendall:

Target is pleased to inform City of Las Vegas, Office of Cultural Affairs that a grant has been approved in the amount of $25,000 for support of Downtown Children's Cultural Field Trip Series.

In addition to the grant check, we have enclosed a Charitable Contribution Receipt. Please take a moment to complete the receipt and return it in compliance with Internal Revenue Service guidelines. Please note that your grant check is void if it is not cashed within five months.

We ask that you identify us as "Target" if you choose to produce any announcements or articles in recognition of this grant. Resources to help you promote your partnership with Target are available at http://www.target.com/marketingresources.

As always, Target grants are one-time gifts. By making annual commitments, we ensure we can remain flexible and respond to changing community and business needs.

Since 1946, we have given 5 percent of our income to the communities we serve. We are proud to partner with organizations like yours to meet the unique needs of our communities. Whether it's inspiring young minds, offering unique cultural experiences or meeting your community's most basic needs; we thank you for your continued commitment to making a difference.

Sincerely,

Jan O'Laughlin
Senior Specialist
Community Relations
Target

Enclosures: Check, Charitable Contribution Receipt

City of Las Vegas

GRANT REVIEW

Required Form(s) and Process Information

To be completed by the Grant Coordinator:
Intent to apply rec'd:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting

Part I – INTENT TO APPLY FOR FUNDING

Need Help? Please see information on each section of this form beginning on page 7.

To be completed by the Sponsoring Department: **Date Prepared:** June 1, 2010

Department: City Managers Office	**Division: Office of Cultural Affairs**
Grant Lead/Contact Person: Brian M. Kendall	**Phone: (702) 229-4614**
Funding Agency: TARGET Corporation	**Name of Grant: Target Education Grant**
CFDA#: N/A	**Other Proposal or Application #, if applicable:**
Name of the Project/Program: Downtown Children's Field Trip Series	**Project/Program Manager: Brian M. Kendall**
Have you included a copy of the RFP, guidelines, or solicitation with this submission? X☐ Yes ☐ No	**Are any other CLV departments participating in, or applying for this grant with you? ☐ Yes X☐ No**
Have you applied for this grant before for the same project/program? A smaller grant amount was awarded last fall for one field trip performance. This year the grant request is for a much larger amount and to support multiple performances. X☐ Yes ☐ No	**Has the project been funded by this grant before? X☐ Yes ☐ No If yes, when: October 2009 there was a similar project funded. This project would be for a much larger grant amount and for a series of performances, not just one performance.**
Does this grant meet a Performance Plus Key Result Measure (KRM)? X☐ Yes ☐ No	**If so, please indicate which LOB, Program, and KRM(s) this project addresses: Arts and Culture, Cultural Arts, Attendance at a downtown program will increase, and lead to an increase in the amount of positive experiences.**
Please select from the Dropdown Menu which City Council Priority this project primarily addresses: Promote Healthy Lifestyles	
PLEASE COMPLETE THE FOLLOWING FINANCIAL INFORMATION (required):	
Does this grant fund existing permanent positions? ☐ Yes X☐ No	Does this grant fund new permanent positions? ☐ Yes X ☐ No
Amount Requested: 25,000	Grant Proposal Deadline: June 15, 2010
Are matching funds required? ☐ Yes X☐ No	If yes, what is the required match level? ☐ 1:1 match ☐ Percentage % N/A
Required Match: N/A	Match Sources: N/A
Does funding from this grant begin in the current fiscal year? ☐ Yes X☐ No	Does funding from this grant last longer than three years? ☐ Yes X☐ No
Does funding from this grant come from ARRA (Economic Stimulus) funds? ☐ Yes X☐ No	Have you read and understood the reporting requirements and are prepared to submit all reports? X☐ Yes ☐ No
The following questions help us identify return on investment (ROI) for grant writing.	
Number of hours it will staff to complete the grant proposal: 15	**Please list any community partners: Target, and the Clark County School District**

Please provide a brief explanation of the program the grant will support and how the money will be used:

The grant will support the Downtown Children's Cultural Field Trip Series, a proposed new program for the Historic Fifth Street School. This program will only exist with the support of this grant. The series is an opportunity for students in the Clark County School District to participate and experience culturally diverse and educational performances. Performances will be provided by regional, national, and internationally recognized artists in music, dance, puppetry, and theatre arts. The field trips will provide students with the opportunity to engage in conversation with the performers, learn about diverse cultures, and be introduced to instruments, puppets, and costumes that they have not seen, touched, or heard before.

The funds from this grant will be used to hire the artists, musicians, and actors who will perform at the Historic Fifth Street School. The County School District will provide busses to transport the students to the facility.

City of Las Vegas
GRANT REVIEW

To be completed by the Grant Coordinator:
Intent to apply rec'd:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting

The Department has reviewed and approved the completed Intent to Apply packet:

Director/Deputy Director/Division Manager Signature Extension: 229-6712 Date:

Intent to Reply Response – City Manager's Office to Complete this Section

☐ **It is not recommended that you proceed with this grant request, please contact Becky Spray at x4172 for more information.**
Reason:
☐ **Please proceed with the writing of your grant/funding request:**
Grant and all accompanying materials must be submitted to Grant Review Committee on/before:
Grant Review Committee Meeting for this grant will be on:
Grant Coordinator Comments/Suggestions: BECKY _ NEED TO MOVE SIGNATURE LINE TO HERE>

Reviewed by: _____ Extension: Date:

PART II: REQUEST FOR GRANT REVIEW

Need Help? Please see information on each section of this form beginning on page 7

Please complete the following information and submit it electronically to Becky Spray, Grant Review Committee Coordinator.

GRANT APPLICATION SUMMARY:

Applicant Department:	City Managers Office	**Grantor Organization:**	Target Corporation
Requested Grant Amount: $	25,000	**Program Name:**	Downtown Children's Field Trip Series
City Match/In-Kind Funds: $	0	**CFDA #:**	
City Match/In-Kind Sources:	$6,000 in Venue Use	**Other Proposal # (if from a Federal agency):**	N/A
Grant Contact/Lead Person:	Brian Kendall	**Project Lead *Person (if different from Grant Contact)* Phone:**	N/A
Anticipated Funder Review Date:	June 15, 2010	**Anticipated Funder Notification:**	June 30, 2010
Grant Start Date:	September 1, 2010	**Grant Start Date:**	

Project Start Date: September 01, 2010 **Project Completion Date:** April 30, 2011

Project Description: ☐ New Project or Program ☐ Existing Project or Program X☐ Project or Program Expansion or Enhancement

Grant Description: X☐ New X ☐ Renewal ☐Pass-Through ☐ Fiscal Agent for a Community Partner:

Justification/Benefits: To provide a venue for Clark County School Districts to be introduced to various forms of Cultural Arts. Faculty and School District Officials will also be able to visit downtown and see the growth that is taking place.

Number of citizens to be served: 3,500-4,000

Types of citizens served: X☐ **Children/Youth** X☐ **Adults** ☐ **Seniors** ☐ **Women**
X☐ **Minorities** X☐ **Disabled** ☐ **Homeless** ☐ **Offenders** ☐ **Visitors/Tourists**
☐ **Other (please indicate):**

Have there been any changes in your department or the project proposed for grant funding since you submitted Part I, Intent to Apply? ☐ Yes X☐ No If Yes, please detail below:

City of Las Vegas
GRANT REVIEW

To be completed by the Grant Coordinator:
Intent to apply rec'd:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting

Grant Program Goals and Objectives: ***Please provide a list of Goals, Objectives, Activities, and measurable Outputs and Outcomes that are planned for this project. Please use quantifiable measurements, including benefits to the client/citizen and the City:***

The Downtown Children's Field Trip Series is designed with the hope that Clark County School District Students will be introduced and participate in new and exciting cultural arts experiences. The goals outlined for this series are as follows:

1. Students will interact with the performing artist in conversation and have the opportunity to possibly touch, play, or view up close instruments, costumes, and puppets.
2. Performances will lead to classroom lessons and conversation.
3. Performances will introduce students and teachers to diverse cultural art forms.
4. The series will reach out to diverse, low-income, and at-risk populations.
5. Downtown and the Historic Fifth Street School will serve as the backdrop to these performances creating greater interest and positive exposure.
6. The potential for future partnerships and endeavors with community partners will increase.
7. The Target brand and the recognition of their generosity will strengthen with each performance.

City of Las Vegas
GRANT REVIEW

To be completed by the Grant Coordinator:
Intent to apply rec'd:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting

PART II: REQUEST FOR GRANT REVIEW (continued)

Budget Information – Project Expenses, Detailed *Please attach additional sheets, if necessary, to explain how the funds from this grant application will be used in the project. If the salaries and benefits are to be used as matching funds, please indicate so in the appropriate section. Add additional pages for positions, if needed.*

Direct Expenses:	Grant Funds:	Matching CLV Funds:	Matching - Other Grants:	TOTAL EXPENSES:
Salaries (Add all salaries listed above for total salaries)				
Benefits				
Contractual/Consultants:				
Equipment:				
Supplies:				
Training:				
Printing & Copying:	2,000	0	0	2,000
Telephone, Internet, & Fax:				
Postage & Delivery:				
Rent:				
Utilities:				
In-Kind Expenses:		6,000 (Venue Use- 6 shows)		6,000
Other (specify): Artistic Services (Artist Fees)	23,000			23,000
TOTAL EXPENSES:	23,000	6,000	0	31,000

Budget Information Comments:

Reporting Requirements

Please provide information on reports that will be required by the grantor if the grant is awarded:

Person(s) Responsible for Reports required by this Grant:	Brian Kendall	**Reporting Responsible Party Telephone(s):**	229-4614
Is reporting done in conjunction with other city departments?	X☐ No ☐ Yes (please list partners)	**Pass-Through Agency, if applicable:**	N/A
Department/Partners:	N/A	**Contact person(s) responsible for reporting in the partner departments (with telephone #s):**	N/A
Contact person(s) responsible for reporting in the partner departments (with telephone #s):	N/A	**Requested Grant Award Amount:**	25,000
Are there partners external to CLV that must provide reporting data?	X☐ No ☐ Yes (please list partners)	**Contact person(s) responsible for reporting in the external partner agencies (with phone #s):**	N/A

Specific Reports Required by Grantor: Program Evaluation Survey at Conclusion of Grant cycle

Report Name (ex: Quarterly Financial Report):		**Frequency** (Select one)	**Due Date(s)** (List all due dates)
Report Name: Program Evaluation Survey		☐ Monthly ☐ Quarterly ☐ Annually X☐ One Time/Final Only ☐ Other:	At conclusion of Cycle (No Due Date)
Person Responsible: Brian Kendall	**Department/Phone:** CMO/229-4614		
Report Name:		☐ Monthly ☐ Quarterly ☐ Annually ☐ One Time/Final Only ☐ Other:	
Person Responsible:	**Department/Phone:** /		
Report Name:		☐ Monthly ☐ Quarterly	

City of Las Vegas

GRANT REVIEW

To be completed by the Grant Coordinator:
Intent to apply rec'd:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting

Person Responsible:	Department/Phone: /	☐ Annually ☐ One Time/Final Only ☐ Other:	

PART II: REQUEST FOR GRANT REVIEW (continued)

Please respond to the following questions:

1. If the city is not awarded this grant, will your department still implement this program?
   No this program will exist only with grant assistance
2. If the funding is not renewed after the first grant year, will the program continue?
   No this program will exist only with grant assistance
3. If the program will continue, what is the contingency (back-up) plan for funding?
   N/A This program will exist only with grant assistance
4. If partial funding is awarded, rather than the full grant request, do you intend to lower the number of citizens served or reduce the program services?
   ☐ **Not Applicable**

   ☐ **No** If no, please explain how planned levels will be maintained:

   X☐ **Yes** If so, what have you identified as the correlating reductions in services?
   If partial funding is awarded, fewer programs will be offered. We will adjust accordingly. The same quality of performances will be offered and the partnership with the school district will still exist.

5. If the city is to act as fiscal agent for this grant, but the funding will be used by project partners, has it been established that the project partners will be required to assume fiscal responsibility at a future date?
   X☐ **Not Applicable – CLV is not the fiscal agent**

   ☐ **No** If no, please explain how planned levels will be maintained:

   ☐ **Yes** If so, what have you identified as the correlating reductions in services?

6. If so, what is the planned transfer of fiscal responsibility (attach any documents that support the planned transfer)?
   City and City only will handle the funds and plan accordingly.

7. Are there special conditions/terms in the grant that are not a regular a part of your department's regular functions or business practices? ☐ **Yes** X☐ **No**
   If yes, please list below:_____N/A_____

8. ***Have you reviewed the requirements for grant reporting if the grant is approved by the funder?*** X☐ *Yes* ☐ *No*

9. How many staff hours do you anticipate it will take to prepare needed grant reports? 10 Hours

10. Will other departments need to support the grants reporting process? ☐ **Yes** X☐ **No**
    If yes, please list below:____N/A_____

Additional Comments:

City of Las Vegas
GRANT REVIEW

To be completed by the Grant Coordinator:
Intent to apply rec'd:
Date Application Received:
Grant Review Committee Tracking #:
Committee Meeting

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the coordination and management of any funds awarded to the City under this Grant and will adhere to any policies and procedures set for by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments.

The department agrees, upon receipt of notification of the grant award acceptance or rejection, to notify Becky Spray, MA II (Grant Review Committee Coordinator) and the Sponsoring Department Financial Analyst/Budget Analyst via e-mail. The department also must complete Part III of the GPAR (below) and provide an electronic copy of the notification from the funding agency within seven days of receipt.

The department understands that grant awards must have appropriate approval according to city policy before formal acceptance can occur. Grant award funds may not be expended until department has been notified of approval by the City Manager's Office. For information on the complete approval process, please contact Becky Spray, MA II (Grant Review Committee Coordinator) at x4172.

To that end, please find enclosed the following items for initial review (to provide a quick and complete review by the Grant Review Committee, all of the below need to accompany this form):

- X☐ A copy of Part I: Intent to Apply
- X☐ A copy of the Grant Application Instructions/Guidelines, as supplied by the Grantor/Pass-Through Agency
- X☐ The original, completed, signed Application, including Grants.gov electronic application, where applicable
- X☐ The completed application in electronic format (via SharePoint application repository or e-mail, preferably)
- X☐ All attachments, back-up documentation, or amendments to be submitted to the Grantor in support of the application

Department Grant/Program Manager Name: Nancy Deaner

Department Grant/Program Manager Phone Number: 229-6712

Nancy xDeaner
Director/Deputy Director/Division Manager Signature

Extension:

Date: JUNE 4, 2010

Response from the Grant Review Committee

The Grant Review Committee has reviewed the application, and the application is:

☐ **Provisionally Approved:** The Application/Proposal ~~may be~~ will submitted to the funding agency for review/award.

☐ **Follow Up Required:** Further information or amendments are required as follows:

☐ **Deferred to the City Manager's Office:** *The Committee has concerns that they feel need to be addressed at the Deputy City Manager's level for approval.* Deferred to Deputy City Manager .

Date: See 'Comments' below.
Grant applications denied by the Grant Review Committee are referred to the City Manager's Office for final review by the Deputy City Manager responsible for the grant applicant's department. Referred to Deputy City Manager .

Deferral/Denied-Referral Comments:

Becky Jo Spray /s/
MA II (Grants Review Committee Coordinator)

Date Signed

Education - HQ - School, Library, Public Agency

Organization Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Organization Name

Please limit your response to 25 characters maximum.

City of Las Vegas Office of Cultural Affairs

AKA Name

OCA

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

401 South Fourth Street Suite 145

City

Las Vegas

State

NV

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please click here to open a window to USPS.com)

89101-6204

County

United States of America

Main Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

7022294614

Main Fax Number

Please type 10 digits only without punctuation (i.e., 6122334567)

7023831129

General E-mail Address

bkendall@lasvegasnevada.gov

Website

www.artslasvegas.org

Organization's fiscal year

Include beginning and end dates in this format MM/DD/YY - MM/DD/YY

07/01/2010-06/30/2011

Which best describes the organization?

ARTS/CULTURE-Other Cultural Institution

Mission statement:

The Office of Cultural Affairs institutes, reinforces, and helps stabilize the artistic, cultural, and historic fabric of the City, representing an important component of economic redevelopment, sustainability and quality of life within the urban core.

What year was the organization founded?

2006

Is your organization a part of a State, the United States, or the District of Columbia (i.e., a public school, public agency, or public library)?

Please answer Yes or No

YES

Is this donation being requested exclusively for public purposes?

Please answer Yes or No

YES

Have you ever received a Target Grant?

Please answer Yes or No

YES

Please list any Target team members that currently serve on your organization's board.

Please provide only the first and last name of each Target team member (i.e., John Doe) separated by commas

N/A

Please provide a brief description of the organization's history.

The Office of Cultural Affairs was formed through a reorganization of the Cultural Affairs Division/Leisure Services Department in 2006. The Cultural Affairs Division was formed in 1974.

The Office of Cultural Affairs was formed to focus on Downtown Las Vegas and redevelopment efforts through the arts. The division oversees the renovation of the historic Downtown Post Office (Mob Museum), visual arts programs, through the Bridge Gallery, Aerial Gallery on Las Vegas Boulevard, public arts projects through the Las Vegas Arts Commission, two (3) galleries in cultural facilities, Downtown Special Events, Urban Arts Initiatives (First Friday, Cultural Corridor programs) coordination of the Historic Fifth Street School, parades, mayor and council events, a yearly book festival, a yearly rodeo and diversity initiatives.

Please list major accomplishments and organizational changes within the past 12 months.

In the past 12 months the Office of Cultural Affairs has taken over management of the Historic Fifth Street School, a cultural arts facility in the heart of Downtown Las Vegas. Sadly, due to the economic times a few programs have been cut and a few staff members were let go as a result.

The Office of Cultural Affairs was fortunate to have a couple of staff members recognized on the state and national level for their quality work. Assistant Manager Patricia L. Harris was the recipient of the State of Nevada Governor's Arts Award for Leadership in the Arts, while staff member Christie Garness was the recipient of Event Solutions' Spotlight Award for Organizational Planner of the Year:

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E-mail questions to Community.Relations@Target.com

Contact Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Primary Contact for this Funding Request:

Prefix
Mr.

First Name
Brian

Middle Initial
M

Last Name
Kendall

Suffix

Title
Facility Coordinator, Historic Fifth Street School

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

401 South Fourth Street Suite 145

City

Las Vegas

State

NV

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please click here to open a window to USPS.com)

89101

Direct Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

7022294614

Fax Number

Please type 10 digits only without punctuation (i.e., 6122334567)

7023831129

E-mail Address

bkendall@lasvegasnevada.gov

Organization Primary Contact:

i.e., Executive Director, President

Prefix

Ms.

First Name

Nancy

Middle Initial

Last Name

Deaner

Suffix

Title

Manager, Office of Cultural Affairs

Street Address or P.O. Box

Please include your primary mailing address in the first line (street or P.O. Box). If applicable, put your Suite Number in the second line. Please limit your response on each line to 25 characters maximum.

401 South Fourth Street Suite 140

City

Las Vegas

State

NV

ZIP Code

Please provide the full 9 digit ZIP code (to find your extended code, please click here to open a window to USPS.com)

89101

Direct Phone Number

Please type 10 digits only without punctuation (i.e., 6122334567)

7022296712

Fax Number

Please type 10 digits only without punctuation (i.e., 6122334567)

7023831129

E-mail Address

ndeaner@lasvegasnevada.gov

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E-mail questions to Community.Relations@Target.com

Proposal Information

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Proposal General Information:

Target team member who invited the organization to apply for a grant

Jan O'Laughlin

Request Amount

25,000

Project/Program Title

Please limit your response to 30 characters maximum.

Downtown Children's Cultural Field Trip Series

Project/Program Start Date

09/01/2010

Project/Program End Date

04/01/2011

Proposal Detail:

Which best describes the primary focus of the project/program?

EDUCATION-Education - Other

Please provide an overview of the project/program.

include how the project/program is unique or new

The Downtown Children's Cultural Field Trip Series is an opportunity for students in the Clark County School District to come to the Historic Fifth Street School to participate and experience culturally diverse and educational performances. Performances will be provided by regional, national and internationally recognized artists in music, dance, puppetry and theatre arts. Students will have the opportunity to engage in conversation with the performers, learn about diverse cultures, and be introduced to instruments, puppets, and possibly costumes that they have not seen, touched, or heard before. The key to the field trip series uniqueness is the inclusiveness of the program. The series not only brings in diverse performances, but it will reach out to diverse audiences. At risk schools, low income students, and minority audiences will be invited to participate in these field trip opportunities.

What year was this project/program implemented?

2009

What is the marketing/promotional plan for this project/program? What recognition opportunities for Target are associated with the level of support requested? Is this an exclusive opportunity for Target or are other sponsors being sought at this same level?

i.e., production/show alignments, newsletters, website, etc.

Coordination with the Clark County School District Community Partnership program will be the key to the success of the Field trip Series. There will be no need to market this series, as specific age groups and schools will be selected to participate in the individual performances. As the exclusive sponsor to the field trip series, Target will be recognized in the playbills that will be distributed to the teachers and students. Target will be invited to have a booth at the events, hand out balloons, display banners and possibly be ushers and greeters at the events.

No other sponsors are being sought to support this event. The Clark County School District and the City of Las Vegas Office of Cultural Affairs will be the only other organizations involved. The Office of Cultural Affairs will provide the Venue and program the artists and the events. The School District will coordinate the busses for the events and which schools will attend each show.

What community volunteer opportunities are available?

Volunteers will be asked to assist in greeting the students as they arrive, distribute playbills, and assist in the seating of the students.

When answering the following two questions, please think about the mission and/or primary focus of your organization as well as the majority of people served by this project/program.

Please select the primary ethnicity served (50% or greater).

Bi/Multi Racial

Please select the primary population served (50% or greater).

Economically Disadvantaged

Project/Program Zip Code

Please provide the 5-digit zip code for the location of your project/program

89101

Target Store Location

Please select the Target store closest to your project/program from the dropdown list below.

Store #264 Las Vegas East, 1200 S Nellis Blvd, Las Vegas, NV 89104

Target Department

Please refer to your application invitation for which department to designate or select Community Relations if no direction was provided.

Community Relations

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Measurement

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

What are the anticipated outcomes of the project/program?

It is anticipated that 3500 to 4000 Clark County School District students will have the opportunity to attend at least one of the 5-8 performances that will be offered at the Historic Fifth Street School between September 1, 2010 and April 1, 2011. The performances will hopefully leave a positive impression on the minds of each who attend. These students will not only be culturally entertained but also educated. Through these field trip opportunities some of the students will be attending a cultural event for the very first time. Teachers will be able to direct classroom dialogue about the performances, further enriching and empowering the minds of the students.

What key metrics do you plan on collecting to determine if the outcomes have been achieved?

Surveys will be given to each teacher whose class attends the field trip performance. The teacher will then survey the students to see what they liked, disliked, learned, and if this was a first time attending this type of performance. The School District Community Partnership program will also be surveyed. They will be asked if the series is a valuable partnership for the school district, does the series create curriculum support, and are the performances relevant to the students selected to participate.

How many people do you anticipate will be served by this project/program?

Please enter one whole number only

3,500

In 2010/2011 we will be asking grant recipients to complete a program evaluation.

When returning to a previous page of your application, don't use your browser's Back button. You could lose any unsaved information.

E-mail questions to Community.Relations@Target.com

Attachments

Title	File Name
Board of Directors List	FDNHQANDSTORESBOARDLISTING.HTML.csv
Project/Program Budget	HQPROJECTBUDGET.HTML.csv
Organization/Program Donors List	FDNHQORGANIZATIONDONORSLIST.HTML.csv

Files attached to this form may be deleted 120 days after submission.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services for the City of Las Vegas' Elkhorn Overpass and offsite improvements project located in the vicinity of Elkhorn Road east of Durango Drive and west of Cimarron Road - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Las Vegas Valley Water District inspected the modifications to the water distribution facilities which are to be owned, operated and maintained by the Water District. The inspection determined that said facilities have been installed and modified in accordance with the requirements set forth in the Interlocal Agreement number 109344 between the City of Las Vegas and the Water District which was approved at the March 16, 2005 City Council Meeting. Therefore the City will now turn the water distribution facilities over to the Water District. The City will receive a refund of $9,809.00 once the Bill of Sale is signed.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Bill of Sale
2. Las Vegas Valley Water District 6/2/10 Letter

BILL OF SALE

Elkhorn Road Overpass (U.S. 95) - 109344

FOR VALUE RECEIVED, **City of Las Vegas** does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated February 15, 2004, identified as No. 109344 between City of Las Vegas and the Las Vegas Valley Water District.

That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this _____ day of _____, 20_____.

ATTEST:

_____
BEVERLY K. BRIDGES, MMC,
City Clerk

CITY OF LAS VEGAS

_____
OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

John S. Ridilla 6/25/10
JOHN S. RIDILLA
Deputy City Attorney

LAS VEGAS VALLEY
WATER DISTRICT

1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 870-2011 • lvwd.com

June 2, 2010

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2913

Attention: Robin Yoakum, Real Estate & Utilities

SUBJECT: CLV - ELKHORN ROAD OVERPASS (U.S. 95)
(Agreement #109344)

It is noted that the Bill of Sale required for the subject project has not been received. This document must be a part of our records before any refunds payable to you can be released.

A refund totaling **$9,809** is being held pending receipt of your properly signed Bill of Sale. Please execute the enclosed Bill of Sale and return it to the Las Vegas Valley Water District in the enclosed, self-addressed envelope. Once the properly executed document has been received, the refund will be processed.

If you have any questions, please contact me at (702) 258-3297.

Sincerely,

D'Layne Reynolds
Senior Development Services Associate

/dmr
Enclosure

CLV PUBLIC WORKS
REAL ESTATE
2010 JUN -3 P 1:16

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 850 North Mojave Road, also known as Freedom Park, APN 139-25-701-002 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas converted lawn to drought tolerant landscaping, which meets requirements of the Water Smart Landscapes Program at Freedom Park, and received an incentive payment as a result. The city is required to provide an easement in perpetuity to Southern Nevada Water Authority in accordance with the Uniform Conservation Easement Act provided for in Nevada Revised Statute 111.390 to 111.440, inclusive.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Restrictive Covenant and Grant of Conservation Easement

APN: 13925701002

When Recorded, Return To:

Southern Nevada Water
Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 850 N MOJAVE RD, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the

Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided

that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

STEVEN FORD, P.E., C.E.M., C.F.M
Field Operations, Deputy Director

APPROVED AS TO FORM:

John S. Ridilla 7/6/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and STEVEN FORD, Field Operations Deputy Director, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PT N2 SE4 SEC 25 20 61

SEC 25TWP 20RNG 61

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 372733 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

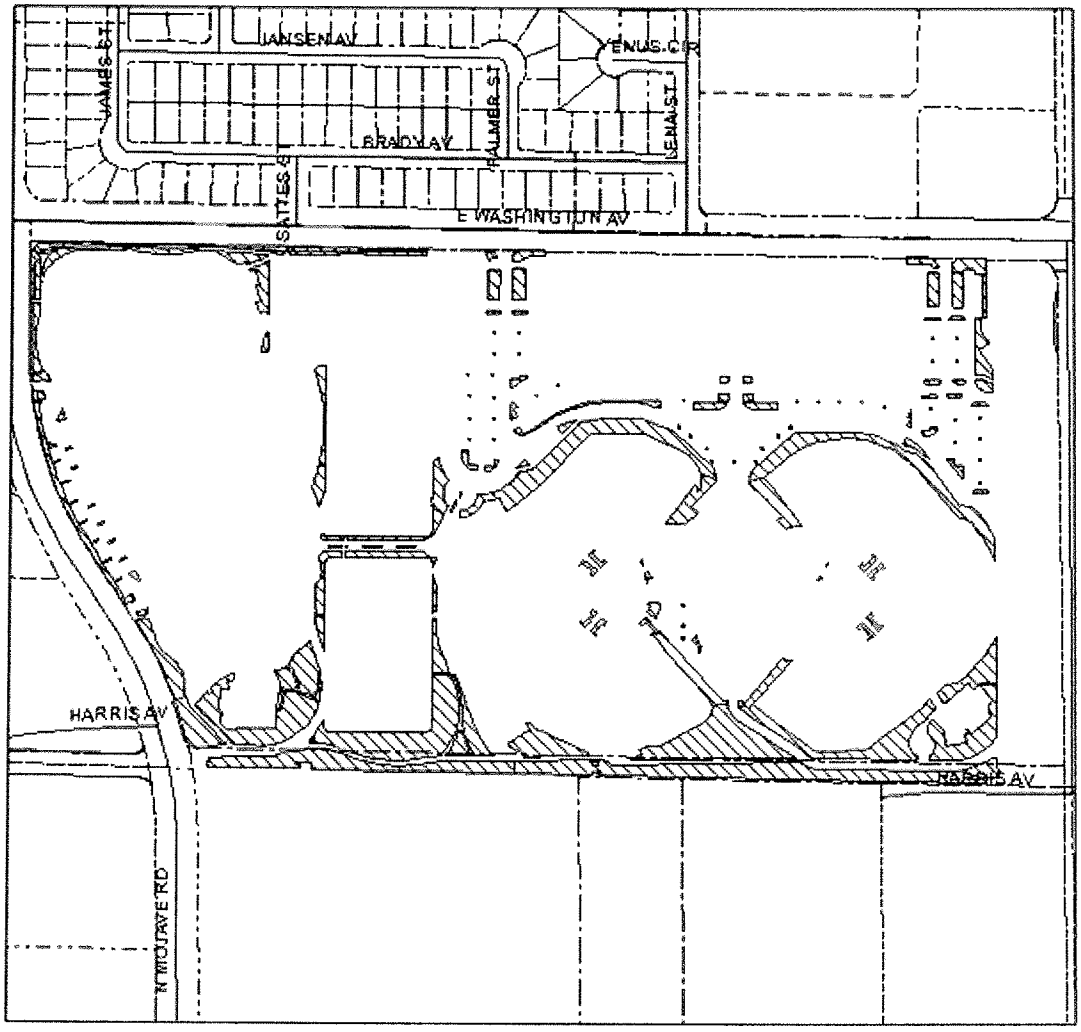
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume
drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air
and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13925701002

Exhibit C



Total Sq. Ft.
372733
Incentive Amount
300005

0 500 0 200 300 400 500 600 700 800 900 1,000 1,100 1,200 1,300 Feet

NORTH

Legend
Converted Area
Parcels

Legal Description
PT N2 SE4 SEC 25 20 61
SEC 25 TWP 20 RNG 61

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 2645 West Washington Avenue, also known as Fire Station 3, APN 139-29-702-003 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas converted lawn to drought tolerant landscaping, which meets requirements of the Water Smart Landscapes Program at Fire Station 3, and received an incentive payment as a result. The city is required to provide an easement in perpetuity to Southern Nevada Water Authority in accordance with the Uniform Conservation Easement Act provided for in Nevada Revised Statute 111.390 to 111.440, inclusive.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Restrictive Covenant and Grant of Conservation Easement

APN: 13929702003

When Recorded, Return To:

Southern Nevada Water
Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 2645 W WASHINGTON AVE, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the

Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided

that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

Daphnee Legarza, Field Operations
Parks Maintenance Manager

APPROVED AS TO FORM:

John S. Ridilla 7/6/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and DAPHNEE LEGARZA, Field Operations Parks Maintenance Manager, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PT NW4 SE4 SEC 29 20 61

SEC 29TWP 20RNG 61

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 4246 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

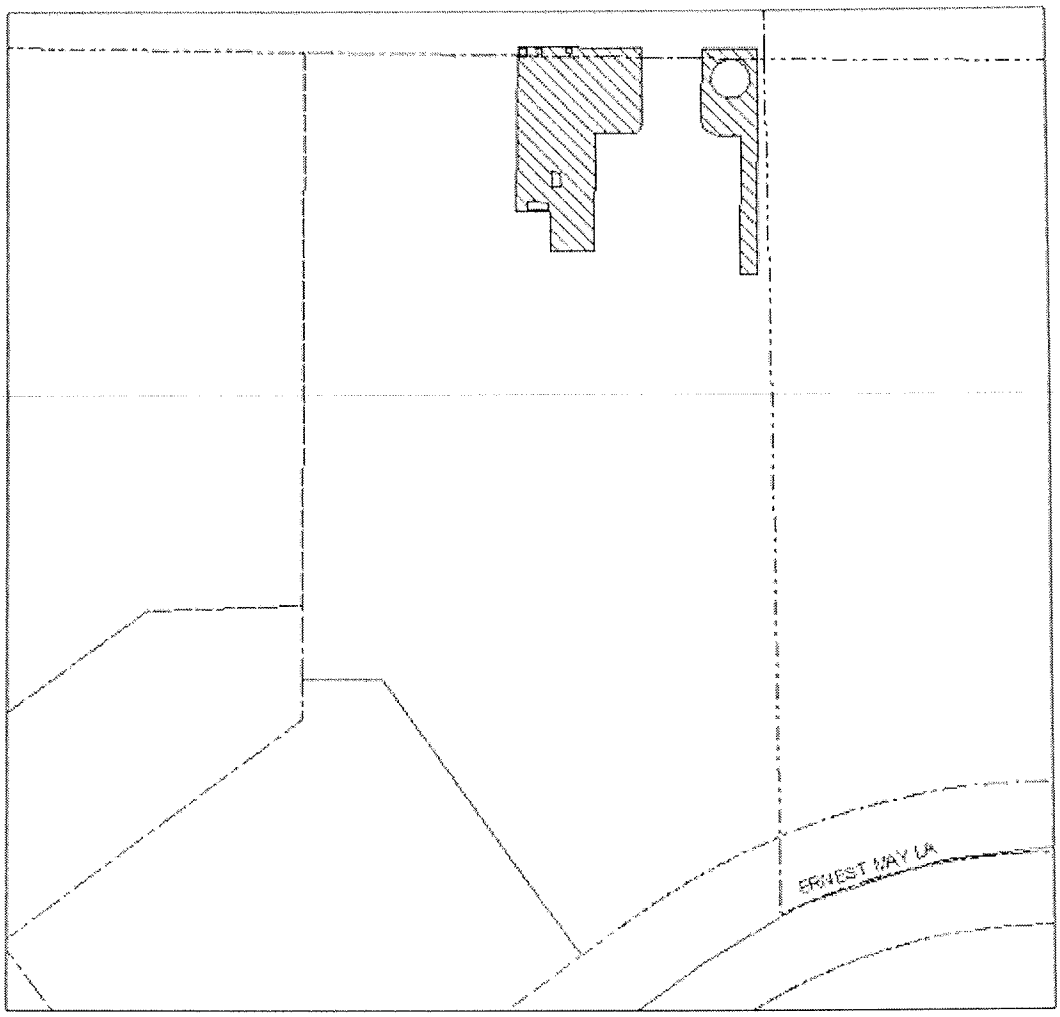
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13929702003

Exhibit C



Total Sq. Ft.
4245
Incentive Amount
6374

0 50 100 200 Feet

NORTH

Legal Description
PT NW4 SE4 SEC 29 20 61
SEC 29TWP 20RNG 61

Legend
Converted Area
Parcels

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 2900 Stewart Avenue, also known as Rafael Rivera Community Center, APN 139-36-303-002 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas converted lawn to drought tolerant landscaping, which meets requirements of the Water Smart Landscapes Program at Rafael Rivera Community Center, and received an incentive payment as a result. The city is required to provide an easement in perpetuity to Southern Nevada Water Authority in accordance with the Uniform Conservation Easement Act provided for in Nevada Revised Statute 111.390 to 111.440, inclusive.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Restrictive Covenant and Grant of Conservation Easement

APN: 13936303002

When Recorded, Return To:

Southern Nevada Water
Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 2900 STEWART AVE, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the

Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided

that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

Daphnee Legarza, Field Operations
Parks Maintenance Manager

APPROVED AS TO FORM:

John S. Ridilla 7/4/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and DAPHNEE LEGARZA, Field Operations Parks Maintenance Manager, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PT NE4 SW4 SEC 36 20 61

SEC 36TWP 20RNG 61

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 13682 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

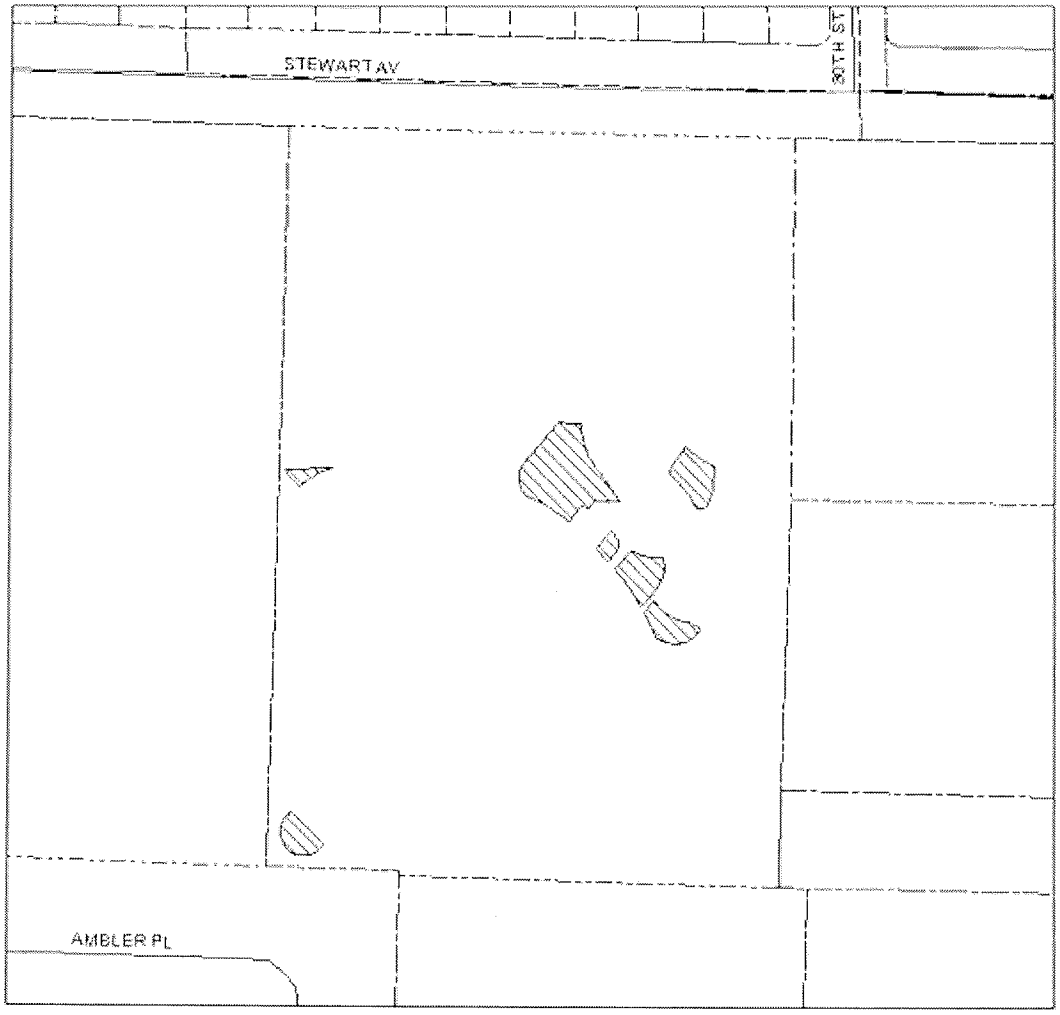
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume
drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air
and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13936303002

Exhibit C



Total Sq. Ft.
13682
Incentive Amount
16187

0 50 100 200 300 400 500 600 Feet

NORTH

Legend
Converted Area
Parcels

Legal Description
PT NE4 SW4 SEC 36 20 61
SEC 36TWP 20RNG 61

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 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: $127,916,439.63
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 06/16-06/30/10

City of Las Vegas

Summary of Cash Expenditures

For period of 6/16-30/10

Total Services & Materials Checks :	**$13,896,198.00**
Total Services & Materials EFT Payments :	**$12,191,220.48**
Total Wire Transfers:	**$94,983,720.11**
Total Payroll Checks:	**$6,845,301.04**
Grand Total:	**$127,916,439.63**

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.

for Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On July 21, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a report by the City Treasurer of the June 29, 2010 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 505, and various other districts - Wards 2, 3, 4, 5 and 6 (Wolfson, Reese, Anthony, Barlow and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 271.565 states that within 15 days after the completion of the sale of all property described in the assessment roll upon which a delinquent assessment or installment is unpaid, the municipal treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

RECOMMENDATION:
Report only, no action required.

BACKUP DOCUMENTATION:
Report of Sale Memorandum from Mark R. Vincent, Chief Financial Officer-Finance and Business Services

City of Las Vegas

Memorandum

Finance and Business Services

To: Mayor Oscar B. Goodman
Mayor Pro Tem Gary Reese
Councilman Steve Wolfson
Councilwoman Lois Tarkanian
Councilman Steven D. Ross
Councilman Ricki Y. Barlow
Councilman Stavros S. Anthony

From: Mark R. Vincent, Chief Financial Officer – Finance and Business Services

Cc: Elizabeth N. Fretwell, City Manager
Orlando Sanchez, Deputy City Manager
James R. Nichols, Deputy City Manager
Scott D. Adams, Chief Urban Redevelopment Officer
Brad Jerbic, City Attorney
Beverly K. Bridges, City Clerk

Date: June 29, 2010
Re: Report of Sale on Delinquent Parcels in SID Districts 505, and various districts

Nevada Revised Statute 271.565 requires the Municipal Treasurer to notify the City Council within 15 days after the completion of the sale of property of delinquent assessments. The Treasurer shall prepare a statement of his actions concerning the sale showing all the property sold by him, to whom sold, and the sums paid for each tract. Such report shall be presented to the governing body at its regular meeting next following the preparation of the statement.

On April 21, 2010, the City Council approved the delinquency list and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts 505 and various districts. On June 9, 2010 the first of three weekly publications of the Notice of Sale occurred. Of the 47 parcels publicized, 42 either paid their assessment current or paid it off in full prior to the June 29, 2010 sale; and certificates on 5 parcels were sold.

Pursuant to this statute and the resolution as adopted by the regular City Council, the following Report of Sale has been prepared.

Parcel #	Certificate Buyer	Address	Amount
125-16-315-087	ELAINE KOSBIE &/OR JAMES L KOSBIE	7184 SAINT LUCIA, LAS VEGAS, NV 89131	$619.90
125-16-317-039	LORNA IANUZI	6636 BLACK OAKS ST, NORTH LAS VEGAS, NV 89084	$613.32
125-16-817-007	JAMES L KOSBIE &/OR ELAINE KOSBIE	7184 SAINT LUCIA, LAS VEGAS, NV 89131	$611.70
125-21-510-001	KAREN A STEWART	8616 CREST HILL AVE, LAS VEGAS, NV 89145	$666.61
125-21-510-071	JESSE TSAI	6292 W SPRING MTN #120, LAS VEGAS, NV 89146	$666.61

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Southern Nevada Association of Pride, Location: Blue Moon Resort, 2651 Westwood Drive, Date: August 7, Type: Special Event General, Event: Men's T-Dance, Responsible Person in Charge: Dennis Shaull - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 12:00 p.m. - 8:00 p.m. Estimated attendance is 300. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of an extension of a Temporary Urban Lounge License, Myles Management LLC, dba Bar, Bistro @ The Arts Factory, 107 East Charleston Boulevard, Suite 155, Westley Isbutt, Mgr, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Urban Lounge 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. License may not be sold or transferred to a third party, which includes any change of ownership or change of principal.
2. License may not be transferred to a new location unless the location is within the district to which license pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of an extension of a Temporary Tavern License for a Change Business Name, Change of Location, and Change of Ownership, From: Isaher Inc., dba Odyssey Bar, 1930 Fremont Street, To: Paovis Enterprises Inc., dba Fongs Garden China-Mex, 2021 East Charleston Boulevard, Mercy Mejia Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Change of Business Name for a Tavern License, Red Rock Bar, Inc., dba From: Red Rock Bar, To: Lucky's Gaming & Spirits, 1729 East Charleston Boulevard, Suites A & B, Allen Hamika, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Tavern License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a new Restricted Gaming License subject to the confirmation of approval by the Nevada Gaming Commission, Red Rock Bar, Inc., dba Lucky's Gaming & Spirits, 1729 East Charleston Boulevard, Suites A & B, Allen Hamika, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, Nevada Gaming Partners, db at Cardenas, 2400 East Bonanza Road - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Space Lease Agreement for a Restricted Gaming License for 15 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Non-Restricted Gaming License subject to the confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Queen of Hearts Hotel & Casino (formerly), 19 Lewis Avenue - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Non-Restricted Gaming License for 16 slots. Opening for one day, July 24, 2010, to preserve gaming rights.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of an extension of a Temporary Burglar Alarm Service License, Colligo Security Services, LLC, dba American Video and Security Ltd., 1421 East Sunset Road, Suite 2, Lawrence and Norhimar Folsom 2008 Living Trust, Mmbr, 100%, Lawrence Folsom, Trustee, Mgr, and Norhimar Folsom, Trustee - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Burglar Alarm Service 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.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of an extension of a Temporary Burglar Alarm Service License, Millennium Alarm Systems Inc., dba Millennium Alarm Systems Inc., 5777 West Century Boulevard, Suite 1755, Niels-Ole Staehr, Pres, Martin Askgaard, V.P., Stephan Staehr, Dir, and Rita Nielsen, Dir - California

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Burglar Alarm Service 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.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Ian K. Yamane, DC, PC, dba Nevada Rehabilitation Center, 6800 West Cheyenne Avenue, Ian K. Yamane, Pres, Secy, Treas and Deborah Yamane, Dir - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing chiropractic office - Nevada Rehabilitation Center]

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.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of new Class II Secondhand Dealer License, Scratch & Dent Depot, LLC, dba Scratch & Dent Depot, LLC, 3220 East Charleston Boulevard, Trace Marrs, Managing Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of new Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval subject to the following condition:

1. Limited to the purchasing and sale of used office furniture only.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a new Temporary Massage Establishment License, Rivka Hershcovicz, dba Rivi Salon, 9410 West Sahara Avenue, Suite 140, Rivka Hershcovicz, Owner, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of a Change of Location for a Temporary Locksmith License subject to the provisions of the planning and fire codes, A1 Locksmith, Inc., dba A1 Locksmith, Inc., From: 2222 West Bonanza Road, Suite C, To: 3201 West Sahara Avenue, Suite E, Jackie Baker, Pres, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Temporary Locksmith License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes and the following conditions:

1. All vehicles will be clearly marked with business name.
2. All employees will wear identifiable uniforms with business name.
3. All employees will maintain valid work cards.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of award of Bid No. 09.1730.27-LED, ITS Communication Infrastructure Corridor 1A located on Charleston Boulevard from Desert Foothills Drive to Montclair Street, on Montclair Street from Charleston Boulevard to Del Rey Avenue and on Rainbow Boulevard from Sahara Avenue to Charleston Boulevard and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS ELECTRIC, INC. ($1,198,124.30 - Traffic Improvements Capital Projects Fund) - Wards 1 and 2 (Tarkanian and Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,198,124.30
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for the installation of an Intelligence Traffic System (ITS) communication infrastructure which involves the installation and construction of Automatic Traffic Recovery (ATR) stations, loop detectors and fiber optic communications including conversion of existing traffic signal controllers to digital technology and replacement of existing CCTV cameras. Funding for this project is provided by the Regional Transportation Commission.

PCC: L.E. Davis
POC: Ron Riddels, Jr. - (702) 362-6060

RECOMMENDATION:
That City Council approve award of Bid No. 09.1730.27-LED, ITS Communication Infrastructure Corridor 1A to Las Vegas Electric, Inc. in the amount of $1,198,124.30 and approve the construction conflicts and contingency reserve of $119,812. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

Bid Abstract

09.1730.27-LED
ITS COMMUNICATION INFRASTRUCTURE CORRIDOR 1A

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Electric, Inc.		Williams Brother, Inc.		Spirit Underground, LLC	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	Owner Caused Delay Allowance	DAY	30	$250.00	$7,500.00	$250.00	$7,500.00	$250.00	$7,500.00
109.02	Owner Caused Delay Amount in Addition to Alowance	DAY	30	$50.00	$1,500.00	$0.00	$0.00	$250.00	$7,500.00
200.01	Mobilization and Demobilization	LS	1	$53,000.00	$53,000.00	$53,000.00	$53,000.00	$53,000.00	$53,000.00
202.01	Remove Existing #3.5 Pullbox	EA	6	$150.00	$900.00	$108.00	$648.00	$150.00	$900.00
202.02	Remove Existing #5 Pullbox	EA	36	$150.00	$5,400.00	$108.00	$3,888.00	$165.00	$5,940.00
202.03	Remove Existing #7 Pullbox	EA	22	$150.00	$3,300.00	$143.00	$3,146.00	$219.00	$4,818.00
202.04	Remove Existing P-30 Pullbox	EA	2	$150.00	$300.00	$143.00	$286.00	$219.00	$438.00
202.05	Remove Existing CCTV	EA	2	$500.00	$1,000.00	$212.00	$424.00	$1,417.00	$2,834.00
202.06	Remove Existing Double Stacked #7 Pullbox	EA	1	$225.00	$225.00	$143.00	$143.00	$329.00	$329.00
202.07	Remove Existing TESCO Panel	EA	2	$400.00	$800.00	$212.00	$424.00	$1,063.00	$2,126.00
202.08	Remove Existing #3.5 Pullbox and Join Conduit to Make Continuous	EA	4	$750.00	$3,000.00	$505.00	$2,020.00	$513.00	$2,052.00
202.09	Remove Existing #5 Pullbox and Join Conduit to Make Continuous	EA	40	$750.00	$30,000.00	$505.00	$20,200.00	$515.00	$20,600.00
202.1	Remove Existing #7 Pullbox and Join Conduit to Make Continuous	EA	5	$750.00	$3,750.00	$539.00	$2,695.00	$513.00	$2,565.00
202.11	Remove Existing #3.5 Pullbox and Join Conduit to New Bypass Conduit	EA	4	$750.00	$3,000.00	$505.00	$2,020.00	$513.00	$2,052.00
202.12	Rotomill Existing Pavement	SY	7,420	$3.60	$26,712.00	$3.90	$28,938.00	$2.50	$18,550.00
302.01	Type II Aggregate Base	CY	65	$50.00	$3,250.00	$82.00	$5,330.00	$46.90	$3,048.50
402.01	4-Inch Plantmix Bituminous Surface	SY	1,291	$45.00	$58,095.00	$27.10	$34,986.10	$35.90	$46,346.90
402.02	5-Inch Plantmix Bituminous Surface	SY	23	$75.00	$1,725.00	$117.00	$2,691.00	$87.80	$2,019.40
402.03	6-Inch Plantmix Bituminous Surface	SY	98	$76.00	$7,448.00	$51.40	$5,037.20	$76.70	$7,516.60
403.01	3/4-Inch Plantmix Bituminous Open-Graded Surface	SY	7,610	$6.00	$45,660.00	$6.00	$45,660.00	9.5	$72,295.00
609.01	Adjust Covers	EA	4	$1,500.00	$6,000.00	$557.60	$2,230.40	$910.00	$3,640.00
613.01	Remove and Replace Concrete Sidewalk	SF	5,600	$6.05	$33,880.00	$7.00	$39,200.00	$8.30	$46,480.00
623.01	Install 2-inch Conduit in Transverse Trench	LF	80	$52.00	$4,160.00	$39.20	$3,136.00	$30.90	$2,472.00
623.02	Install 2-inch Conduit at Lip of Gutter	LF	80	$43.00	$3,440.00	$39.20	$3,136.00	$30.90	$2,472.00
623.03	Install 2-inch Conduit	LF	82	$61.00	$5,002.00	$39.20	$3,214.40	$30.50	$2,501.00
623.04	Install 2-inch Conduit for Fiber Trunkline Bypass	LF	80	$58.00	$4,640.00	$39.20	$3,136.00	$31.70	$2,536.00
623.05	Install 3-inch Conduit in Transverse Trench	LF	132	$60.00	$7,920.00	$39.20	$5,174.40	$34.70	$4,580.40
623.06	Install 3-inch Conduit at Lip of Gutter	LF	1,400	$20.00	$28,000.00	$39.20	$54,880.00	$32.50	$45,500.00
623.07	Install 3-inch Conduit for Fiber Trunkline Bypass	LF	210	$50.00	$10,500.00	$39.20	$8,232.00	$34.50	$7,245.00
623.08	Install 3-inch Conduit under existing Sidewalk	LF	240	$17.00	$4,080.00	$39.20	$9,408.00	$32.30	$7,752.00

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Electric, Inc.		Williams Brother, Inc.		Spirit Underground, LLC	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
623.09	Install 3-inch Conduit in Common Trench	LF	300	$2.50	$750.00	$39.20	**$11,760.00**	$4.40	$1,320.00
623.1	Install 4-inch Conduit in Transverse Trench	LF	224	$65.00	$14,560.00	$39.20	$8,780.80	$30.50	$6,832.00
623.11	Intercept Existing 2-inch Conduit	EA	6	$400.00	$2,400.00	$39.20	$235.20	$554.00	$3,324.00
623.12	Intercept Existing 3-inch Conduit	EA	3	$400.00	$1,200.00	$39.20	$117.60	$557.00	$1,671.00
623.13	Intercept Existing Interconnect Conduit	EA	3	$400.00	$1,200.00	$39.20	$117.60	$559.00	$1,677.00
623.14	Install #7 Pullbox Labeled "FIBER"	EA	1	$700.00	$700.00	$39.20	$39.20	$880.00	$880.00
623.15	Install Precast P-30 Pullbox	EA	52	$1,150.00	$59,800.00	$39.20	$2,038.40	$511.00	$26,572.00
623.16	Install Type 100 Splice Vault	EA	2	$2,300.00	$4,600.00	$39.20	$78.40	$2,286.00	$4,572.00
623.17	Install Type 200 Splice Vault	EA	20	$4,550.00	$91,000.00	$39.20	$784.00	$4,173.00	$83,460.00
623.18	Install 125 Amp Service Pedestal and Foundation	EA	1	$8,000.00	$8,000.00	$39.20	$39.20	$9,285.00	$9,285.00
623.19	Install STD 334 Cabinet on Foundation	EA	2	$13,000.00	$26,000.00	$39.20	$78.40	$6,382.00	$12,764.00
623.2	Install Counting Equipment in 334 Cabinet	EA	2	$800.00	$1,600.00	$39.20	$78.40	$6,484.00	$12,968.00
623.21	Install 6-foot Diameter Circular Loops	EA	24	$550.00	$13,200.00	$39.20	$940.80	$315.00	$7,560.00
623.22	Install 6 Pair PE39 No 22 AWG Tracer in Existing Conduit	LF	1,680	$1.00	$1,680.00	$39.20	$65,856.00	$1.50	$2,520.00
623.23	Verify Path, Remove Existing Interconnect Cable, Clean and Recondition Existing Conduit to Accommodate Fiber Optic Cable	LF	50,502	$0.50	$25,251.00	$39.20	$1,979,678.40	$1.10	$55,552.20
624.01	Traffic Control and Maintenance	LS	1	$43,000.00	$43,000.00	$39.20	$39.20	$45,670.00	$45,670.00
625.01	Portable Changeable Message Sign	DAY	40	$50.00	$2,000.00	$39.20	$1,568.00	$55.20	$2,208.00
625.02	Arrow Display	DAY	300	$10.00	$3,000.00	$39.20	$11,760.00	$11.10	$3,330.00
628.01	Type 2 Pavement Marking Tape "Only"	EA	2	$120.00	$240.00	$39.20	$78.40	$133.00	$266.00
628.02	Type 2 Pavement Marking Tape For Arrows	EA	4	$115.00	$460.00	$39.20	$156.80	$127.00	$508.00
628.03	Type 2 Pavement Marking Tape For Crosswalks And Stop Bars	SF	1,020	$3.50	$3,570.00	$39.20	$39,984.00	$3.80	$3,876.00
628.04	Type 2 Pavement Marking Tape for Bike Lane Striping	LF	400	$2.75	$1,100.00	$39.20	$15,680.00	$3.00	$1,200.00
628.05	Type 2 Pavement Marking Tape for Bike Lane Symbols	EA	6	$75.00	$450.00	$39.20	$235.20	$82.00	$492.00
629.01	Vertical Adjust Water Valve Cover	EA	5	$1,350.00	$6,750.00	$39.20	$196.00	$446.00	$2,230.00
633.01	Reflective Raised Pavement Markers	EA	69	$5.00	$345.00	$39.20	$2,704.80	$5.50	$379.50
633.02	Non-Reflective Raised Pavement Markers	EA	200	$2.25	$450.00	$39.20	$7,840.00	$2.50	$500.00
637.01	Dust Control	LS	1	$975.00	$975.00	$39.20	$39.20	$10,080.00	$10,080.00
680.01	Install 72 Strand Fiber Optic Trunkline and 6 Pair PE39 No 22 AWG Tracer	LF	51,650	$3.25	$167,862.50	$39.20	$2,024,680.00	$3.80	$196,270.00
680.02	Coil 72 Strand Fiber Optic Cable in P-30 Pullbox	LF	1,620	$1.50	$2,430.00	$39.20	$63,504.00	$3.80	$6,156.00
680.03	Coil 72 Strand Fiber Optic Cable in Type 200 Splice Vault	LF	1,560	$1.50	$2,340.00	$39.20	$61,152.00	$3.80	$5,928.00
680.04	Coil 72 Strand Fiber Optic Cable in Type 100 Splice Vault	LF	120	$1.50	$180.00	$39.20	$4,704.00	$3.80	$456.00
680.05	Coil 72 Strand Fiber Optic Cable in #7 Pullbox	LF	4,630	$1.50	$6,945.00	$39.20	$181,496.00	$3.80	$17,594.00
680.06	Install Durango 72 Strand Fiber Optic Trunkline in New 4-inch Conduit	LF	212	$1.15	$243.80	$39.20	$8,310.40	$3.80	$805.60

ITEM NO.	DESCRIPTION	U O M	QTY	Las Vegas Electric, Inc.		Williams Brother, Inc.		Spirit Underground, LLC	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
681.01	Install Communication Distribution Cable Assemblies (CDCA)	EA	24	$1,100.00	$26,400.00	$39.20	$940.80	$3,758.00	$90,192.00
681.02	Install Fiber Optic Splice within Enclosure	EA	24	$2,350.00	$56,400.00	$39.20	$940.80	$2,984.00	$71,616.00
681.03	Connect to Termination Panels in Hub	EA	2	$4,500.00	$9,000.00	$39.20	$78.40	$2,764.00	$5,528.00
684.01	Install Layer 2 Ethernet Switch in Existing Controller Cabinet	EA	23	$1,480.00	$34,040.00	$39.20	$901.60	$1,551.00	$35,673.00
685.01	Install Video Encoder	EA	17	$1,415.00	$24,055.00	$39.20	$666.40	$1,431.00	$24,327.00
687.01	Install CCTV Field Equipment with 10-foot Riser	EA	16	$10,600.00	$169,600.00	$39.20	$627.20	$10,386.00	$166,176.00
687.02	Install CCTV Coax Cable and Power	LF	1,920	$10.50	$20,160.00	$39.20	$75,264.00	$3.20	$6,144.00
	Total Base Bid Amount				$1,198,124.30		**$4,924,953.10**		$1,316,171.10
							CORRECTED TOTAL		
	Engineer's Estimate: $2,175,381								
	Responsive Bidder				Yes				
	Responsible Bidder				Yes				

Acme Electric		Nev Cal Investors dba Fast Trac Electric		Conti Technologies		TransCore ITS, LLC		Sequoia Electric Underground, LLC	
UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
$250.00	$7,500.00	$250.00	$7,500.00	$250.00	$0.00	$250.00	$7,500.00	$250.00	$0.00
$330.00	$9,900.00	$25.00	$750.00	$0.00	$0.00	$230.00	$6,900.00	$0.00	$0.00
$53,000.00	$53,000.00	$53,000.00	$53,000.00	$53,000.00	$0.00	$53,000.00	$53,000.00	$53,000.00	$0.00
$140.00	$840.00	$235.00	$1,410.00	$0.00	$0.00	$130.00	$780.00	$0.00	$0.00
$200.00	$7,200.00	$295.00	$10,620.00	$0.00	$0.00	$160.00	$5,760.00	$0.00	$0.00
$205.00	$4,510.00	$500.00	$11,000.00	$0.00	$0.00	$260.00	$5,720.00	$0.00	$0.00
$400.00	$800.00	$500.00	$1,000.00	$0.00	$0.00	$200.00	$400.00	$0.00	$0.00
$600.00	$1,200.00	$520.00	$1,040.00	$0.00	$0.00	$550.00	$1,100.00	$0.00	$0.00
$860.00	$860.00	$600.00	$600.00	$0.00	$0.00	$310.00	$310.00	$0.00	$0.00
$510.00	$1,020.00	$1,250.00	$2,500.00	$0.00	$0.00	$1,400.00	$2,800.00	$0.00	$0.00
$510.00	$2,040.00	$610.00	$2,440.00	$0.00	$0.00	$200.00	$800.00	$0.00	$0.00
$550.00	$22,000.00	$750.00	$30,000.00	$0.00	$0.00	$300.00	$12,000.00	$0.00	$0.00
$628.00	$3,140.00	$850.00	$4,250.00	$0.00	$0.00	$300.00	$1,500.00	$0.00	$0.00
$510.00	$2,040.00	$995.00	$3,980.00	$0.00	$0.00	$240.00	$960.00	$0.00	$0.00
$3.95	$29,309.00	$2.65	$19,663.00	$0.00	$0.00	$3.30	$24,486.00	$0.00	$0.00
$47.00	$3,055.00	$225.00	$14,625.00	$0.00	$0.00	$161.80	$10,517.00	$0.00	$0.00
$50.00	$64,550.00	$34.60	$44,668.60	$0.00	$0.00	$43.30	$55,900.30	$0.00	$0.00
$83.00	$1,909.00	$84.50	$1,943.50	$0.00	$0.00	$105.80	$2,433.40	$0.00	$0.00
$85.00	$8,330.00	$73.80	$7,232.40	$0.00	$0.00	$92.40	$9,055.20	$0.00	$0.00
6.6	$50,226.00	$9.20	$70,012.00	$0.00	$0.00	$11.50	$87,515.00	$0.00	$0.00
$1,075.00	$4,300.00	$1,100.00	$4,400.00	$0.00	$0.00	$1,260.00	$5,040.00	$0.00	$0.00
$12.15	$68,040.00	$15.25	$85,400.00	$0.00	$0.00	$11.80	$66,080.00	$0.00	$0.00
$97.00	$7,760.00	$130.00	$10,400.00	$0.00	$0.00	$117.50	$9,400.00	$0.00	$0.00
$16.00	$1,280.00	$65.00	$5,200.00	$0.00	$0.00	$59.20	$4,736.00	$0.00	$0.00
$4.50	$369.00	$33.00	$2,706.00	$0.00	$0.00	$46.20	$3,788.40	$0.00	$0.00
$17.00	$1,360.00	$33.00	$2,640.00	$0.00	$0.00	$47.90	$3,832.00	$0.00	$0.00
$74.00	$9,768.00	$135.00	$17,820.00	$0.00	$0.00	$112.10	$14,797.20	$0.00	$0.00
$16.00	$22,400.00	$36.00	$50,400.00	$0.00	$0.00	$32.40	$45,360.00	$0.00	$0.00
$17.00	$3,570.00	$34.00	$7,140.00	$0.00	$0.00	$31.60	$6,636.00	$0.00	$0.00
$18.00	**$4,320.00**	$34.00	$8,160.00	$0.00	$0.00	$41.00	$9,840.00	$0.00	$0.00

Acme Electric		Nev Cal Investors dba Fast Trac Electric		Conti Technologies		TransCore ITS, LLC		Sequoia Electric Underground, LLC	
UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
$4.00	**$1,200.00**	$28.00	$8,400.00	$0.00	$0.00	$3.20	$960.00	$0.00	$0.00
$77.00	$17,248.00	$140.00	$31,360.00	$0.00	$0.00	$111.30	$24,931.20	$0.00	$0.00
$525.00	**$3,150.00**	$700.00	$4,200.00	$0.00	$0.00	$570.00	$3,420.00	$0.00	$0.00
$540.00	$1,620.00	$1,000.00	$3,000.00	$0.00	$0.00	$570.00	$1,710.00	$0.00	$0.00
$575.00	$1,725.00	$1,250.00	$3,750.00	$0.00	$0.00	$1,720.00	$5,160.00	$0.00	$0.00
$950.00	$950.00	$795.00	$795.00	$0.00	$0.00	$970.00	$970.00	$0.00	$0.00
$700.00	$36,400.00	$760.00	$39,520.00	$0.00	$0.00	$520.00	$27,040.00	$0.00	$0.00
$3,200.00	$6,400.00	$2,450.00	$4,900.00	$0.00	$0.00	$2,000.00	$4,000.00	$0.00	$0.00
$4,050.00	$81,000.00	$3,730.00	$74,600.00	$0.00	$0.00	$3,730.00	$74,600.00	$0.00	$0.00
$3,150.00	$3,150.00	$3,000.00	$3,000.00	$0.00	$0.00	$4,740.00	$4,740.00	$0.00	$0.00
$12,100.00	$24,200.00	$10,000.00	$20,000.00	$0.00	$0.00	$8,260.00	$16,520.00	$0.00	$0.00
$750.00	$1,500.00	$1,500.00	$3,000.00	$0.00	$0.00	$11,260.00	$22,520.00	$0.00	$0.00
$590.00	$14,160.00	$628.00	$15,072.00	$0.00	$0.00	$1,740.00	$41,760.00	$0.00	$0.00
$0.70	$1,176.00	$1.25	$2,100.00	$0.00	$0.00	$1.60	$2,688.00	$0.00	$0.00
$1.00	$50,502.00	$1.50	$75,753.00	$0.00	$0.00	$2.60	$131,305.20	$0.00	$0.00
$55,000.00	$55,000.00	$115,000.00	$115,000.00	$0.00	$0.00	$57,800.00	$57,800.00	$0.00	$0.00
$90.00	$3,600.00	$84.25	$3,370.00	$0.00	$0.00	$56.00	$2,240.00	$0.00	$0.00
$30.00	$9,000.00	$26.35	$7,905.00	$0.00	$0.00	$11.00	$3,300.00	$0.00	$0.00
$135.00	$270.00	$126.50	$253.00	$0.00	$0.00	$526.00	$1,052.00	$0.00	$0.00
$130.00	$520.00	$120.50	$482.00	$0.00	$0.00	$526.00	$2,104.00	$0.00	$0.00
$4.00	$4,080.00	$4.00	$4,080.00	$0.00	$0.00	$9.00	$9,180.00	$0.00	$0.00
$3.00	$1,200.00	$3.15	$1,260.00	$0.00	$0.00	$4.00	$1,600.00	$0.00	$0.00
$84.00	$504.00	$80.00	$480.00	$0.00	$0.00	$362.00	$2,172.00	$0.00	$0.00
$625.00	$3,125.00	$850.00	$4,250.00	$0.00	$0.00	$1,260.00	$6,300.00	$0.00	$0.00
$6.00	$414.00	$5.50	$379.50	$0.00	$0.00	$10.00	$690.00	$0.00	$0.00
$2.50	$500.00	$2.50	$500.00	$0.00	$0.00	$10.00	$2,000.00	$0.00	$0.00
$38,700.00	$38,700.00	$35,000.00	$35,000.00	$0.00	$0.00	$2,720.00	$2,720.00	$0.00	$0.00
$3.60	$185,940.00	$3.45	$178,192.50	$0.00	$0.00	$3.40	$175,610.00	$0.00	$0.00
$2.90	$4,698.00	$3.15	$5,103.00	$0.00	$0.00	$2.10	$3,402.00	$0.00	$0.00
$2.90	$4,524.00	$3.15	$4,914.00	$0.00	$0.00	$2.10	$3,276.00	$0.00	$0.00
$2.90	$348.00	$3.15	$378.00	$0.00	$0.00	$2.20	$264.00	$0.00	$0.00
$2.90	$13,427.00	$3.15	$14,584.50	$0.00	$0.00	$2.10	$9,723.00	$0.00	$0.00
$3.00	$636.00	$3.15	$667.80	$0.00	$0.00	$3.30	$699.60	$0.00	$0.00

Acme Electric		Nev Cal Investors dba Fast Trac Electric		Conti Technologies		TransCore ITS, LLC		Sequoia Electric Underground, LLC	
UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
$2,250.00	$54,000.00	$8.10	**$194.40**	$0.00	$0.00	$3,220.00	$77,280.00	$0.00	$0.00
$2,860.00	$68,640.00	$1,245.00	$29,880.00	$0.00	$0.00	$2,590.00	$62,160.00	$0.00	$0.00
$3,640.00	$7,280.00	$2,000.00	$4,000.00	$0.00	$0.00	$2,460.00	$4,920.00	$0.00	$0.00
$1,575.00	$36,225.00	$1,450.00	$33,350.00	$0.00	$0.00	$1,640.00	$37,720.00	$0.00	$0.00
$1,450.00	$24,650.00	$1,340.00	$22,780.00	$0.00	$0.00	$1,510.00	$25,670.00	$0.00	$0.00
$10,450.00	$167,200.00	$9,550.00	$152,800.00	$0.00	$0.00	$11,710.00	$187,360.00	$0.00	$0.00
$3.65	$7,008.00	$8.25	$15,840.00	$0.00	$0.00	$10.00	$19,200.00	$0.00	$0.00
	$1,332,466.00		**$1,407,594.20**		**$0.00**		$1,519,713.50		**$0.00**
	CORRECTED TOTAL		CORRECTED TOTAL						

TO: Jorge Cervantes Please review and approve recommended award to

Las Vegas Electric, Inc in the amount of $ 1,198,124.00

Lloyd Dawn 6/29/10

Purchasing & Contracts Representative Date

[signature] For CE, JC 6/29/10

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of award of Contract No. 090200-LD, Design-Build of the Water Pollution Control Facility 3 Megawatt Solar Power Site located at 6005 Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: MARTIN-HARRIS CONSTRUCTION ($19,754,695.87 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $19,754,695.87
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project includes photovoltaic solar power modules, power transmission lines and power inverters for a nominal 3 megawatt power station. It also includes street improvements on Vegas Valley Drive, Desert Inn Road, and Tree Line Drive, which are adjacent to the property. Also included are erosion projection improvements adjacent to the property in the Las Vegas Wash. Other site improvements to be provided include fencing, a perimeter road system, site grading and a control and communications system.

PCC: L.E. Davis
POC: Paul Topiak - (702) 385-5257

RECOMMENDATION:
That City Council approve award of Contract No. 090200-LD, Design-Build of the Water Pollution Control Facility 3 Megawatt Solar Power Site to Martin-Harris Construction in the amount of $19,754,695.87 and approve the construction conflicts and contingency reserve of $1,975,470. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Contract No. 090200-LD

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name **JMA Architects, Inc.**
Address **10150 Covington Cross Drive** **Las Vegas, Nevada 89144**
Telephone **702-731-2033**
EIN or DUNS **05-240-7806**

Block 2 **Description**

Design/Build WPCF 3 Megawatt Solar Power Site

Contract No. 090200-LD

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Thomas John Schoeman Chief Executive Officer	10150 Covington Cross Drive Las Vegas, Nevada 89144	702-731-2033
2.	Michael Crowe Principal	10150 Covington Cross Drive Las Vegas, Nevada 89144	702-731-2033
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: N/A

Date of Attached Document: N/A Number of Pages: N/A

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

Name

6/30/10
Date

Subscribed and sworn to before me this 30th day of June, 2010

Megan D. Roeder

MEGAN D. ROEDER
Notary Public State of Nevada
No. 01-70550-1
My appt. exp. Oct. 12, 2013

Notary Public

DESIGN-BUILD CONTRACT

THIS DESIGN-BUILD CONTRACT (the "Contract") is made and entered into this _____ day of _____, 20___, by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "Owner") having its principal office located at 400 Stewart Avenue, Las Vegas, Nevada 89101 and MARTIN-HARRIS CONSTRUCTION. (a corporation organized and existing under the laws of the State of Nevada), (hereinafter the "Design-Build Team") having its principal office located at 3030 South Highland Drive, Las Vegas, Nevada 89109.

WITNESSETH:

WHEREAS, the Design-Build Team having submitted a Design/Build Proposal to the Owner for the design and construction of the project commonly known and referred to as Water Pollution Control Facility 3 Megawatt Solar Power Site Project, RFP No. 090200-LD, PWP # CL-2010-23; and

WHEREAS, the City Council, after due consideration of the submitted proposals, awarded a contract to the Design-Build Team for both the design and construction of the Project in the maximum amount set forth below.

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

1. **PROJECT DESCRIPTION.** The Project consists of the design and construction of the 3 Megawatt Solar Power Site which is fully set forth and described in the Bridge Documents (defined in the General Conditions attached hereto).

2. **DESIGN AND CONSTRUCTION COVENANT.**

a. In General. The Design-Build Team hereby covenants and agrees to furnish the design of the Project in accordance with all professional architectural and engineering principles generally accepted as standards of the profession in the State and shall construct the Project as designed, free from defects and deficiencies, all in compliance with the requirements of the Contract. The Design-Build Team shall be responsible for performing and completing, and for causing all of its Subconsultants and Subcontractors to perform and complete the requirements set forth in the Contract and all applicable laws. The Design-Build Team covenants and warrants that the design and construction of the Project, and the materials incorporated therein, shall meet the performance requirements of the Owner as described in the Contract. The Design-Build Team shall assume overall responsibility for ensuring that the design and construction of the public work is completed in a satisfactory manner.

b. Project Design. The Design-Build Team shall use the key personnel of the design firm or firms identified in the Proposal to provide the professional design services (architectural and engineering services) necessary for the preparation of the Construction Documents for the Project. The Design-Build Team shall be responsible for all errors, omissions, inconsistencies or other deficiencies in the design of the Project and in the Construction Documents. The Construction Documents shall be prepared by qualified architects, engineers and other professionals, selected and paid for by the Design-Build Team and duly licensed in the state of Nevada.

c. Project Construction. The Design-Build Team shall furnish all labor, materials, equipment, transportation and other services necessary for construction of the Project (including, without limitation, the site work, structures, utilities and landscaping) in accordance with the Construction Documents approved by the Owner and other applicable requirements of the Contract. The Design-Build Team hereby covenants and agrees to undertake and complete the Work (defined in the General Conditions attached hereto) in a good, substantial and workmanlike manner in compliance with the Contract.

3. CONTRACT AMOUNT. For performance of the Work, the Owner agrees to pay the Design-Build Team the following maximum amount for the Work required by this Contract, excluding any amount related to costs that may be incurred as a result of unexpected conditions or occurrences as authorized by the contract: $19,754,695.87 (the "Contract Amount"). The maximum amount to be paid for the performance of the professional design services required by the Contract is $691,836.30 (which is included in the Contract Amount).

4. DOCUMENT INCORPORATION. The Contract consists of this three page document and the following documents incorporated herein by this reference as a part hereof:

a. Design/Build Proposal (including attachments thereto), Exhibit "A" attached hereto
b. General Conditions, Exhibit "B" attached hereto
c. Bridging Documents, dated October 2009, Exhibit "C" attached hereto
d. Addendum No. 1 dated November 18, 2009,
Addendum No. 2 dated December 30, 2009,
Addendum No. 3 dated January 6, 2010,
Addendum No. 4 dated January 21, 2010 and
Addendum No. 5 dated February 10, 2010
e. Prevailing Wage Rates, Exhibit "D" attached hereto

5. COMMENCEMENT AND COMPLETION DEADLINE. Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Design Notice to Proceed, and shall complete all work required by the Contract within 430 calendar days after issuance of the Design Notice to Proceed.

6. LIQUIDATED DAMAGES. Liquidated Damages are provided for in Section 6 of the General Conditions in the amount of **$1,000 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or Owner approved extensions thereof.

7. NOTICES. Any notice required to be given under the Contract shall be deemed to have been given when the notice is (i) delivered personally, or (ii) sent by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the Owner:
City of Las Vegas
Manager, Purchasing & Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

To the Design-Build Team:
Martin-Harris Construction
3030 South Highland Drive
Las Vegas, Nevada 89109

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of the Contract, notice may also be given upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the Design-Build Team.

IN WITNESS WHEREOF, the Owner and the Design-Build Team have made and executed this Agreement on the day and year first above written.

OWNER

By: _____
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts Division
Department of Finance and Business Services

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 7/1/10
John S. Ridilla Date
Deputy City Attorney

DESIGN-BUILD TEAM:

By:_____
KEVIN ZAHM, Senior Vice President of Operations
Martin-Harris Construction

EXHIBIT B

GENERAL CONDITIONS

EXHIBIT "B" to the Design-Build Contract

GENERAL CONDITIONS

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SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract:

"Addendum" means any written or graphic instrument issued by the Owner via the City of Las Vegas Purchasing and Contracts Office prior to the submission of Proposals which modifies or interprets the RFP Documents by means of an addition, deletion, clarification, correction or other type of modification.

"Adverse Weather" means the climatic conditions that affect the critical path of the Work and prohibit it from being safely or effectively performed as scheduled using normal and customary protective measures.

"Bridge Documents" means the initial documents provided by the City to the Design-Build Team which describe the aesthetic and functional requirements of the Project and includes without limitation, the following schematic documents: site plans, demolition plans, grading plans, utility plans, floor plans, elevations, sections, details, window/door schedules, ceiling/lighting plans, roofing plans, interiors, planting plans, electrical/plumbing/mechanical information, geotechnical evaluations, asbestos survey and abatement specifications, fire line analysis, irrigation line analysis, technical drainage studies, and related specifications. The Bridge Documents will be used by the Design-Build Team to prepare the final stamped plans, specifications and related contract documents for the Project.

"Change Directive" means any written order from the Owner directing immediate changes in the Work for which a modification to the Contract Amount, Contract Time or other provision of the Contract may be appropriate but may not have been negotiated at the time of issuance. The Design-Build Team is to proceed immediately with the implementation of the Change Directive.

"Change Order" means any written order to the Design-Build Team signed by the Owner and Design-Build Team issued after execution of the Contract that authorizes a change in the Work, Contract Amount or Contract Time. Except as allowed by the Contract Documents, the Contract Amount or Contract Time may be changed only by the issuance of a Change Order. The execution of the Change Order indicates the Design-Build Team's agreement to the terms set forth therein including the adjustment, if any, in the Contract Amount or Contract Time.

"Consultant" means the consulting firm contracted by the Owner to assume some or all of the responsibilities of the Owner for administration of the Contract.

"Contract" means the entire agreement between the parties as set forth in the Contract Documents which does not come into legal existence until execution of the Design-Build Contract by the Owner.

"Contract Amount" means the compensation to be paid the Design-Build Team to perform the Work and is included in the "Contract Amount" section of the Design-Build Contract.

"Contract Documents" means the Design-Build Contract, including all incorporated documents.

"Contract Time" means the number of days set forth in Section 6 of the Design-Build Contract (Contract Time) for achieving Substantial Completion of the Work, including the authorized extensions thereto, which commences to start with the date set forth in the Notice to Proceed.

"Critical Path" means the path through the project schedule indicating the minimum time in which it is possible to complete the Work, and the tasks that, if delayed, will delay Substantial Completion of the Work."

"Critical Path Method" means the method of developing a network analysis system as outlined in "CPM in Construction Management" by James J. O'Brien and Freddie L. Plotnick (McGraw-Hill, Inc., 5th Edition).

"Date of Substantial Completion" means the date established and certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work, or designated portion thereof, for the purpose for which it is intended.

"Day" means a calendar day unless otherwise specifically designated.

"Design-Build Team" means an entity that consists of at least one person who is licensed as a general engineering contractor or a general building contractor pursuant to chapter 624 of NRS; and at least one person who holds a certificate of registration to practice architecture pursuant to chapter 623 of NRS. Design-Build Team shall have the same meaning as defined in Nevada Revised Statute 338.

"Designated Representative" means the person authorized pursuant to Section 3.01 (Designated Representative) of the General Conditions to act or make decisions on behalf of the Owner.

"Drawings" mean the diagrammatic representations of the requirements for construction of the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

"Final Completion" means the satisfactory completion of all of the Work under the Contract. Final Completion occurs only after the Design-Build Team complies with the requirements of Section 5.03 (Final Inspection and Final Completion of the Work) of the General Conditions and the Owner approves final payment to the Design-Build Team.

"Modification" means (i) any Addendum pertaining to the Contract, (ii) a Change Order, (iii) a written interpretation, (iv) a written order issued by the Owner for a minor change in the Work, or (v) a written amendment to the Contract signed by both parties.

"Notice of Award" means the letter issued by the Owner notifying the Design-Build Team of the award of the Project by the City Council, authorizing the Design-Build Team to proceed with the procurement of the bonds and insurance, and including the Design-Build Contract for execution and return to the Owner.

"Notice to Proceed" means the document issued by the Owner that (i) establishes the date the Design-Build Team is authorized to commence activity, and (ii) commences the running of the Contract Time.

"Owner" means the City of Las Vegas and is referred throughout the Contract as if singular in number and neuter in gender. The term includes the Owner's Designated Representative identified in Section 3.01 (Designated Representative) of the Contract.

"Product Data" means the illustrations, standard schedules, performance charts, instructions brochures, diagrams and any other information furnished by the Design-Build Team to illustrate a material, product or system for some portion of the Work.

"Project" means the total design and construction of which the Work performed under the Contract may be the whole or a part thereof and which may include construction by the Owner or by others hired by the Owner.

"Promptly" means without delay and on time.

"Proposal" means the written document submitted by the Design-Build Team in response to the Owner's Request for Final Proposals.

"Reasonable Time" means ten (10) business days, except where otherwise specified, or unless City Council action is required.

"RFP Documents" means the documents comprising the Request for Final Proposals for the Design-Build of the Freedom Park Renovation Project (RFP No. 070354-LED) and includes the following documents: Request For Final Proposal, Instructions (together with Proposal forms) and the Design-Build Contract and documents incorporated therein.

"Samples" mean the physical examples that illustrate the materials, equipment or workmanship, to be used by the Design-Build Team and that establish standards for the judgment of the Work.

"Shop Drawings" mean the drawings, diagrams, schedules and other data specially prepared for the Work by the Design-Build Team or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Subcontractor " means any individual or entity who is sublet any part of the Work by the Design-Build Team. There is no contractual relationship between the Owner and the Subcontractor who performs work or services for the Design-Build Team.

"Submittal" means the item required by the Contract to be provided to the Owner for information, review, or approval as indicated. Unless otherwise specifically indicated, Submittals are not a part of the construction and do not become part of the Contract Documents. Schedules, Shop Drawings, Product Data, and Samples are typical examples of a Submittal.

"Substantial Completion" means the point in time when, in the opinion of the Owner, construction is sufficiently complete, in accordance with the Contract, that the Owner can occupy or utilize the Work, or designated portion thereof, for the intended use of the Project. This is not necessarily final acceptance of the Project or any portion thereof. A Certificate of Substantial Completion shall be issued by the Owner establishing the Date of Substantial Completion and noting any incomplete or unacceptable portions of the Work that must be completed or corrected prior to final acceptance of the Work. The date of such Certificate shall commence the running of the warranty periods required by the Contract Documents for the completed portions of the Work, except as otherwise provided in the Contract Documents or Certificate of Substantial Completion.

"Technical Specifications" means the written descriptions of the requirements for the Work prepared by the Design-Build Team and approved by the Owner subsequent to the execution of the Contract.

"Work" means the construction and services required by the Contract, whether completed or partially completed, and includes the labor, materials, equipment and services provided or to be provided by the Design-Build Team to fulfill his obligations under the Contract. The Work may constitute the whole or a part of the Project.

SECTION 2. DESIGN-BUILD TEAM'S RIGHTS AND RESPONSIBILITIES

Section 2.01 Designated Representative

The Design-Build Team's Designated Representative with respect to the Contract is Dwight Webb. The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Design-Build Team and to make other decisions on the part of the Design-Build Team. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Design-Build Team.

Section 2.02 Responsibility for the Site Conditions and Geotechnical Information

The Design-Build Team awarded this Contract; shall be responsible for investigating the surface and subsurface conditions of the Work site, and for rendering the same suitable for the completion of the Project. The Design-Build Team agrees to retain the services of a geotechnical consultant who shall conduct an investigation of the Work site including, but not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations to Design-Build Team. Such reports and recommendations shall promptly be made available to the Owner. The Design-Build Team retains responsibility for the engineering design and construction associated with the preparation and excavation of the Work site and the construction of

foundations necessary to complete the Project according to the Contract. The Owner has retained the services of Geotechnical & Environmental Services, Inc., a geotechnical consultant, who has conducted various soil borings of the Work site. The Design-Build Team hereby acknowledges receipt of the data from the soil borings. The soil boring data is provided for informational purposes only and no assurances are given as to its accuracy. Any reliance upon such data by the Design-Build Team is at its own risk and without recourse against the Owner.

Section 2.03 Responsibility for the Security of the Work and Project Site

The Design-Build Team is responsible at all times for the Work and for the Project site regardless of whether or not the Owner has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Design-Build Team and the Owner. The Design-Build Team shall conduct its operations under the Contract in a manner so as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Design-Build Team, Owner or any other person. The Design-Build Team shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Design-Build Team shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Design-Build Team shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the Design-Build Team of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Design-Build Team's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Design-Build Team shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

Section 2.04 Responsibility for Protecting Adjacent Areas

Unless otherwise specifically provided in the Contract, the Design-Build Team shall not perform the Work in a manner that would disrupt or otherwise interfere with the operation of any pipeline, telephone line, electric transmission line, ditch or other structure which may be on or adjacent to the Work site, or enter upon lands in their natural state until approved by the Owner. Thereafter, and before it begins the Work, the Design-Build Team shall give due notice to the Owner of its intention to start the Work. The Design-Build Team shall not be entitled to an increase in the Contract Time, or extra compensation on account of any postponement, interference or delay of the Work caused by such line, ditch or structure.

The Design-Build Team shall preserve and protect cultivated areas and planted vegetation (such as trees, plants, shrubs and grass) on or adjacent to the Work site that the Owner has determined does not unreasonably interfere with the performance of the Work (including the operation of equipment or stockpiling of materials) and shall repair or restore any damage thereto.

Section 2.05 Responsibility for Construction Safety

The Design-Build Team shall be solely and completely responsible for providing safe conditions at the Project Site to assure the protection of employees and other persons present thereon, and any property affected by the performance of the Work. Prior to the Notice to Proceed, the Design-Build Team shall submit its Safety Management Program setting forth the safety precautions and procedures to be in effect at the Project Site. The Design-Build Team shall comply with all of the requirements set forth in the Safety Management Program, which is incorporated herein by this reference. Each Subcontractor shall agree in writing to comply with the requirements of the Safety Management Program prior to performing any portion of the Work.

An employee of the Design-Build Team shall be designated the person who shall be responsible for the safety conditions at the Project Site. Such designated person shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Design-Build Team shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Any Hazardous Substance encountered at the Project Site shall be handled in accordance with applicable laws, ordinances, rules and regulations governing such substance.

Section 2.06 Responsibility for Clean-Up of the Work Site

The Design-Build Team shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, the Design-Build Team shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, the Design-Build Team shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work to the satisfaction of the Owner in accordance with all applicable federal, state, and local laws, ordinances and codes. The Design-Build Team shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the aforegoing, the Owner may satisfy the requirements of this Section at the Design-Build Team's expense.

Section 2.07 Responsibility for Construction Procedures

The Design-Build Team shall supervise and direct the Work using its best skill and attention. The Design-Build Team shall be solely responsible for the design, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Design-Build Team shall not be relieved from its obligations to perform the Work in accordance with the Contract either by the activities or duties of the Owner in the administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Design-Build Team.

Section 2.08 Responsibility for Employment of Competent Superintendent

The Design-Build Team shall employ a competent Superintendent dedicated full time to supervise and direct the Work. The Superintendent shall be present at the progress meetings and during the entire progress of the Work. Communications from the Owner may be verbal or written. Verbal communications will be confirmed in writing. The Superintendent shall effectively communicate with the Owner and shall have a thorough understanding of the Work and the Contract. The Design-Build Team shall designate a Superintendent who is acceptable to the Owner. Any substitution of the Superintendent is strongly discouraged and will be permitted only after a written request for such substitution has been made and approved by the Owner. The Owner shall submit any requests for substitution of the Superintendent, in writing, stating the reason for such request. Approval of a substitution request by either party shall not be unreasonably denied.

Section 2.09 Responsibility for Uncovering and Correcting the Work

If any portion of the Work has been covered contrary to the request of the Owner or contrary to the requirements stated in the Contract, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time.

If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to

the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

Section 2.10 Responsibility for Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the Design-Build Team shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work. Permits and Fees will be administered as a "Direct Reimbursable" to the City of Las Vegas, without Design-Build Contractor fee mark-up. A $250,000.00 Allowance has been established for Permits and Fees, and as an Allowance, any cost savings or overages belong 100% to the City of Las Vegas.

Section 2.11 Responsibility for Record Documents

The Design-Build Team shall keep a marked-up, up-to-date set of the Progress Record Documents subject to the provisions of the Bridging Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Section 2.12 Responsibility for Substitutions of Materials, Products or Services

a. Criteria. The Design-Build Team may propose the substitution of any material, product or service in lieu of that required or specified by brand name or trade name under the Contract subject to the requirements set forth herein. Any material, product or service manufactured by a company other than the one specified, or is brand name, model number or generic species other than what is specified, will be considered a substitution.

Prior to proposing the substitution, the Design-Build Team shall determine whether or not (i) the proposed material, product or service is, in fact, equal to that specified after considering the ease of operation, maintenance, repairs, appearance, longevity and any other pertinent factors and (ii) the substitution will result in a cost savings, reduced construction time or similar demonstrable benefit to the Owner. A substitution will not be permitted where the material or product is intended to match others in use, accommodate artistic design, specific function or economy of maintenance.

b. Procedure. The Design-Build Team shall, within 10 days after award of the Contract submit to the Owner a written request for the substitution accompanied by drawings, samples, test data, certificates and any other pertinent documentation which will permit the Owner to make a fair and equitable decision concerning the proposed substitution. If the Design-Build Team fails to submit the written request within the specified time, the substitution will not be allowed. If the substitution is acceptable to the Owner, a written authorization will be provided to the Design-Build Team. No substitution will be allowed which will result in an increase in the Contract Amount.

c. Burden of Proof. The burden of proof in establishing the equality of the proposed substitution shall be upon the Design-Build Team. Approval of a substitution shall not relieve the Design-Build Team from responsibility for compliance with the other requirements of the Contract. The Design-Build Team shall bear the expense for any changes in other parts of the Work caused by the substitution. The submission of a substitution incurs no obligation on the part of the Owner to accept or construe the proposed substitution to be an equal to that specified under the Contract. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified under the Contract. The Owner will have a reasonable amount of time to review each request for substitution.

d. Required Certificates. The substituted material, product or service shall be supported, by proper certification from the governmental agencies having jurisdiction over its use in the Work.

Section 2.13 Responsibility for the Delivery and Storage of Materials and Equipment

The Design-Build Team shall receive, unload, store in a secure place, and deliver from storage to the Work site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet with the Owner's approval. Any materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by the Design-Build Team.

Section 2.14 Responsibility for Emergencies

When emergencies affecting or threatening the safety of any person or property occur, the Design-Build Team shall immediately act with diligence to prevent injury to such person, or damage or loss to such property. If the Design-Build Team should fail to act, the Owner may, but is not obligated to, act immediately to prevent injury to such person, or damage or loss to property, whichever may be endangered by the emergency by whatever means or method the Owner deems appropriate, including, but not limited to, the use of other Design-Build Teams, the Owner's own forces, and the Design-Build Team's on-site equipment and materials, in which case, the Design-Build Team shall pay the Owner for any such expenses incurred as provided in Section 10.05 (Owner's Right to Perform the Work).

Section 2.15 Responsibility for Payment of Subcontractor and Other Parties

The Design-Build Team is responsible for paying each Subcontractor and Subconsultant performing any portion of the Work, and other parties providing labor, material or supplies in connection with the Work in a timely manner.

Section 2.16 Responsibility for Schedule of Values

The Design-Build Team, if so requested by the Owner, shall provide the Owner with a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be formed and supported by such data and information, acceptable to the Owner.

Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. The Design-Build Team shall warrant the Schedule of Values to be reliable and accurate, and documents used in the preparation thereof shall be available for review by the Owner.

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

Section 3.01 Designated Representative

The Owner's Designated Representative with respect to the Contract is John Bettencourt. The Designated Representative shall have complete authority to transmit instructions, receive information, interpret and define the policies of the Owner and to make other decisions on the part of the Owner. Following the issuance of the Notice to Proceed, the Designated Representative may perform any review, communications, notices or other act required on the part of the Owner.

Section 3.02 Right to Perform or Award Separate Contracts for Portions of the Work

a. Coordination. The Owner reserves the right to perform portions of the Work related to the Project with its own forces or to award a separate contract or contracts for portions of the Work under the same or similar conditions of the Contract. The Owner will provide for the coordination of the activities by its own forces and that of each separate Design-Build Team with the Work of the Design-Build Team. The Design-Build Team shall participate with the Owner and the other separate Design-Build Teams in reviewing their construction schedules when so directed by the Owner.

b. Revisions to the Guaranteed Project Schedule. The Design-Build Team shall make the revisions to the Guaranteed Project Schedule deemed necessary after a joint review and mutual agreement.
The Guaranteed Project Schedule as revised shall then constitute the schedule to be used by the Design-Build Team. If the activities by the Owner or the other Design-Build Teams are completed within the time reflected in the Guaranteed Project Schedule as revised or an extension is granted in the Contract Time, the Design-Build Team shall be precluded from asserting any claim for delay or additional expenses resulting from the Owner exercising its rights granted herein.

c. Storage of Equipment and Materials. The Design-Build Team shall afford the Owner and any separate Contractor reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Build Team's construction and operations with theirs as required by the Contract.

d. Reporting of Separate Contractor Deficiencies. If part of the Work depends on the proper execution of construction or operations by the Owner or a separate Contractor, the Design-Build Team shall, prior to proceeding with the Work and each portion thereof, promptly report to the Owner any apparent discrepancies or defects in such other construction or operations that would render the Work unsuitable for proper execution by the Design-Build Team. The Design-Build Team's failure to report such discrepancy or defect shall constitute an acknowledgment that the Owner's or separate Contractor's completed or partially completed construction or operations is fit and proper for the Design-Build Team to proceed with the Work, except as to defects not then reasonably discoverable.

e. Delays and Damages to Separate Contractors. The Design-Build Team shall defend, indemnify and hold the Owner harmless pursuant to the provisions of Section 9.01 (General Indemnity) of the General Conditions for each claim asserted by a separate Contractor for delay, improperly timed activity, defective construction or damage to the work of the separate Contractor which is caused by the Design-Build Team. The Design-Build Team agrees to make no claim of cost or damages against the Owner for any delay, improperly timed activity, defective construction or damage to the Work of the Design-Build Team which is caused (i) by the Design-Build Team, or (ii) by a separate Contractor unless such Contractor is under contract to the Owner, or to a general Contractor of the Owner.
The Owner shall pay each claim of cost incurred by the Design-Build Team arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate Contractor acting under the direction or control of the Owner, or under the direction and control of a general Contractor of the Owner.

The failure of either party to pay the costs as required herein shall entitle the other party to file a claim pursuant to Section 12 (Disputes between the Parties) of the Contract.

f. Repair of Damages. The Design-Build Team shall promptly repair any damage caused by the Design-Build Team to the work of a separate Contractor or to any property of the Owner or other property owner if so requested and permitted by the injured party. Such repair shall be in lieu of the payment of monetary damages to the injured party.

Section 3.03 Right to Perform Additional Work Within or Near the Project Site

The Owner reserves the right at any time to contract with another Contractor whose work may occur within or near the site of the Project. In such event, the Design-Build Team agrees not to interfere with or hinder the progress of work by the other Contractor, and the Owner agrees to require such Contractor to coordinate its work with that of the Design-Build Team. The Design-Build Team agrees to cooperate and coordinate with such Contractor as directed by the Owner.

The Design-Build Team shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors within the limits of the same Project. The Design-Build Team shall join the Work with that of the other Contractor in an acceptable manner and shall perform it in proper sequence to that of the other Contractor.

Section 3.04 Progress Meetings

The Owner shall chair the progress meetings between the parties to the Contract that shall include a representative from each major subcontractor if so requested by the Owner. The Owner shall take notes of the progress meeting and shall distribute copies to each party within five (5) days after completion of the meeting. The conference notes shall summarize decisions made at the meeting and reflect the weekly job progress in comparison to the Guaranteed Project Schedule. The attendees are responsible for remembering their own required action and the conference notes shall serve only as a reminder and record of the required action.

Section 3.05 Right of Suspension

The Owner may, without cause, order the Design-Build Team in writing to suspend, delay or interrupt the Work, in whole or in part, for such period of time as determined by the Owner. An adjustment shall be made for the increase in the cost of performing the Contract (excluding therefrom any profit to the Design-Build Team), on the increased cost of performance caused by the suspension, delay, or interruption.
No adjustment shall be made to the extent that:

i. The performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Build Team is responsible; or
ii. An equitable adjustment is made or denied under another provision of the Contract Documents, or
iii. The Design-Build Team could have mitigated the increase in cost to perform the Contract.

Section 3.06 Right of Termination for Convenience

Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract in whole or in part, for any reason whatsoever (including, but not necessarily limited to, funding limitations). Upon such an occurrence the Owner will immediately notify the design professional and the Design-Build Team in writing specifying the effective termination date of the Contract.

After receipt of the Notice of Termination, the Design-Build Team shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract:

i. Stop all construction;
ii. Place no further orders for materials or services;
iii. Terminate all subcontracts;
iv. Cancel all material and equipment orders as applicable; and
v. Take whatever action is necessary to protect and preserve all property related to this Contract, which is in the possession of the Design-Build Team.

Within 180 days of the date of the Notice of Termination, the Design-Build Team shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, including reasonable profit as allowed by the Contract Documents on completed Work, and reasonable demobilization costs as allowed by the Contract Documents. If the Design-Build Team fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Design-Build Team because of the termination and shall pay the determined amount to the Design-Build Team.

Section 3.07 Owner's Right to Replace Subcontractor or Subconsultant

The Owner shall have the right to require that the Design-Build Team replace any Subcontractor or Subconsultant at any time and for any reason by requesting such change in writing in accordance with the provisions of NRS 338.141.

SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

Section 4.01 Notice to Proceed

After receipt of all required post-Proposal submittals, the Owner will issue the Notice to Proceed. The Design-Build Team shall not commence activities on the Project prior to the date specified in the Notice to Proceed.

Section 4.02 Guaranteed Project Schedule

The Design-Build Team shall submit the Guaranteed Project Schedule for the Work within ninety (90) calendar days after issuance of Notice to Proceed, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof.

Section 4.03 Progress of the Work

The Design-Build Team shall provide sufficient labor, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, Saturdays, Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work or separable portions thereof, in accordance with the Guaranteed Project Schedule.

If the progress of the Work falls behind or fails to proceed in accordance with the Guaranteed Project Schedule, or it becomes apparent to the Owner from the current schedule that the Work will not be substantially complete within the Contract Time (as adjusted by Owner approved Change Orders), in addition to the other requirements of the Contract and remedies available to the Owner, the Design-Build Team agrees to take the following actions at no additional cost to the Owner to correct such tardiness:

i. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;

ii. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,

iii. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

The failure of the Design-Build Team to comply with the requirements of this Section or to remedy the tardiness shall be grounds for a determination by the Owner that the Design-Build Team is failing to diligently prosecute the Work, in which case the Owner may, after the notice of the breach has been provided to the Design-Build Team pursuant to Section 10.01 (Definition of Breach) of the Contract, without prejudice to other remedies the Owner may have and regardless of whether the Design-Build Team has taken or is taking corrective action, immediately correct the Design-Build Team's failure at the Design-Build Team's expense by exercising the right to perform and carry out the work as provided in Section 10.05 (Owner's Right to Perform the Work) including the use of the Owner's work forces, to award separate contracts, to supplement the Design-Build Team's work forces, to prepare or have prepared schedules which shall be used to determine the provisions of the Contract to withhold actual and anticipated liquidated damages, and any other means the Owner deems appropriate.

Section 4.04 Contract Time

Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Notice to Proceed, and shall achieve Substantial Completion of the Work within the Contract Time.

Section 4.05 Progress Payments and Retainage

a. Progress Bills and Payments. The Design-Build Team may submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the Owner and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted pursuant to Section 10.06 (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the Owner for the Design-Build Team's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations. The Design-Build Team must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338.

b. Retainage. From the progress payment to be made to the Design-Build Team, the Owner shall deduct and retain an amount equal to ten percent (10%) of the amount approved for payment.

c. Payment for Stored Material. The Owner may at its discretion pay the Design-Build Team for the cost of the material to be used in the performance of the Work, provided the material complies with the requirements of the Contract and the following conditions are satisfied:

i. The Design-Build Team stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.

ii. The Design-Build Team furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.

iii. The Design-Build Team furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.

iv. The Design-Build Team furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

The transfer of title to, or the payment for, the stored material by the Owner shall in no way relieve the Design-Build Team of responsibility for placing the material in accordance with the requirements of the Contract.

If payment is being sought for material not specifically purchased for the Work, but taken from the Design-Build Team's stock, then in lieu of an invoice, the Design-Build Team shall submit to the Owner a statement and accompanying affidavit certifying that the material was taken from the Design-Build Team's stock and that the claimed material and transportation costs represent the actual costs to the Design-Build Team.

The progress bill requesting payment for the stored material shall not exceed the Contract price for such material or the price for the Contract item comprising the material used by the Design-Build Team.

SECTION 5. COMPLETION OF PROJECT

Section 5.01 Substantial Completion

When the Design-Build Team considers the Work or portion thereof has reached Substantial Completion, the Design-Build Team shall so inform the Owner. The Owner shall schedule a walk-through to establish a punch list of items to be completed or corrected by the Design-Build Team.

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of

Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and Design-Build Team for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Design-Build Team to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and Design-Build Team for their written acceptance of responsibilities assigned to them in such Certificate.

In the event the Design-Build Team is unwilling to provide written acceptance of the Certificate of Substantial Completion, the Owner shall issue the Certificate without the Design-Build Team's signature, and (i) the Design-Build Team shall immediately comply with the provisions of the Certificate, and any dispute involving the Design-Build Team's unwillingness to provide written acceptance shall be resolved in accordance with Section 12 (Disputes Between the Parties). In such event, the Owner may withhold Liquidated Damages based on the completion date shown on the issued Certificate of Substantial Completion until such time as the dispute is resolved between the parties.

Section 5.02 Punch List

The Design-Build Team shall complete or correct the Work identified on the punch list within the time specified on the Certificate of Substantial Completion or as otherwise directed. If the Design-Build Team fails to satisfactorily complete or correct the punch list items, such failure shall constitute a breach of this Agreement and the Owner shall have the option to invoke any of the remedies provided for under Section 10.

The time stated for completion of punch list items shall include final clean up of the Work site.

Section 5.03 Final Inspection and Final Acceptance of the Work

When the Design-Build Team considers the Work is complete, the Design-Build Team shall so notify the Owner in writing. If, after inspection and testing, the Owner determines that the Work has been completed as required by the Contract and the Contract otherwise fully performed, the Owner shall inform the Design-Build Team that application for final payment may be made. The Contract shall not be considered to be fully performed until the Design-Build Team provides the Owner with the certificates, guaranties, releases, certified payroll records, affidavits, record documents and other documents required under the Contract. Final acceptance of the Work shall be confirmed by the making of final payment unless otherwise stipulated at the time such payment is made.

Section 5.04 Final Payment

Provided the Contract has been fully performed pursuant to Section 5.03 (Final Inspection and Final Acceptance of the Work) of the Contract, the Design-Build Team shall prepare and submit a final payment application for all Work performed under the Contract. The acceptance of final payment shall operate as a release to the Owner by the Design-Build Team of all claims and liabilities for all things done or furnished in connection with the Work and for every act or omission, negligent or otherwise, of the Owner and others relating to or arising out of the Work.

No payment, final or otherwise, shall operate to release the Design-Build Team from any obligations under the Contract or the Sureties from any obligations under the Performance Bond, Labor and Material Payment Bond or the Guaranty Bond.

Section 5.05 Non-Conforming Work Not Accepted

Neither final acceptance, the making of final payment, nor the entire or partial occupancy of the completed Work by the Owner shall constitute an acceptance of the Work, or any portion thereof, not completed in accordance with the requirements of the Contract.

SECTION 6. LIQUIDATED AND DELAY DAMAGES

Section 6.01 Owner's Recovery of Liquidated Damages

The Design-Build Team acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Design-Build Contract, the Design-Build Team further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the Owner and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.
Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the Design-Build Team fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Design-Build Contract is a reasonable estimate of the damages to be suffered by the Owner. The Design-Build Team agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the Design-Build Team reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Design-Build Contract, the Design-Build Team agrees that the amount of liquidated damages set forth therein is fair and reasonable.

If the Owner permits the Design-Build Team to complete the Work, or any part thereof, after the completion deadline or any extensions thereto, such permission shall not be construed as a waiver on the part of the Owner of any of its rights or remedies under the Contract.

The Owner's right to withhold Liquidated Damages pursuant to the provisions of this Section, or any other section of the Contract, is self-executing, and is not subject to the notice of claim and arbitration procedures set forth in Section 12.02 (Arbitration) of the Contract. If the Design-Build Team disagrees with the assessment or withholding of any Liquidated Damages, such disagreement shall be treated as a dispute between parties subject to the notice of claim and arbitration procedures set forth in that Section.

Section 6.02 Delay Damages

The Design-Build Team shall not make any claim against the Owner for an increase in the Contract Amount, or for any damages, losses or additional expenses which the Design-Build Team may suffer as a result of any delay in the completion of the Work (regardless of the circumstances giving rise to the delay), with the exception of the following:

i. Delays caused by the Owner's malicious or grossly negligent conduct, or the Owner's willful and knowing delay to the Substantial Completion of the Work,

ii. Delays whose assumption of the risk by the Design-Build Team was not within the contemplation of the parties at the time the parties entered into the Contract, or

iii. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the Owner.

If any of the exceptions set forth in (i) through (iii) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 01200 (Claims and Disputes) of the Bridging Documents. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Design-Build Team.

Without limiting the following possible circumstances as being within the contemplation of the parties at the time that the parties entered into the Contract, if any of the following circumstances shall occur:

i. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,

ii. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,

iii. Unmarked utilities or utility interferences,

iv. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities, Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,

v. Acts or omissions of Design-Build Teams, subcontractor, suppliers and material manufacturers involved in the Work,

vi. Acts, omissions and coordination of other Design-Build Teams regardless of the event location or contractual relationship between the parties, unless such Design-Build Teams are under the direction or control of the Owner, or under the direction or control of a general Design-Build Team of the Owner, or

vii. Discovery of hazardous substances or substances suspected of being hazardous,

then the Design-Build Team may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work.

This Section shall apply to any claim described as a "disruption," "acceleration," "suspension," "schedule change," "impact to the progress of the Work" or some other term avoiding use of the term "delay."

SECTION 7. BONDING REQUIREMENTS

Section 7.01 Required Bonds

The Design-Build Team shall purchase and maintain throughout the term of this Agreement, the following bonds:

i. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.

ii. Labor and Material Payment Bond insuring the payment of all of the Subcontractor and material suppliers of the Design-Build Team in the amount of 100% of the Contract Amount.

iii. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

The bonds required herein shall be separate and apart from the bonds to be provided by each Subcontractor under Section 7.03 of the Contract.

Section 7.02 Acceptable Surety

The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the Owner. Any bond prepared by a licensed non-resident agent must be countersigned by a resident agent as required by the provisions of NRS 680A.500. The Design-Build Team shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

Section 7.03 Subcontractor Bonds

The Design-Build Team shall require each Subcontractor who will perform any portion of the Work in excess of $50,000.00, or one percent (1%) of the Contract Amount, whichever is greater, to furnish the following bonds:

i. Labor and Material Payment Bond in an amount equal to 100% of the amount of the subcontract insuring payment of the Subcontractor's employees and material suppliers used in connection with the subcontract, and

ii. Performance Bond in an amount equal to 100% of the amount of the subcontract insuring performance of the obligations of the Subcontractor under the subcontract.

iii. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work performed by the Subcontractor in the amount of 100% of the subcontract. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

Such bonds shall comply with the requirements of Sections 7.01 (Required Bonds) and 7.02 (Acceptable Surety) of the Contract. The Subcontractor shall provide the bonds prior to performing any portion of the Work. The bonds required herein shall be separate and apart from the bonds provided by the Design-Build Team under Section 7.01 of the Contract.

Section 7.04 Failure to Maintain Bonds

If, for any reason, the bonds are not maintained in effect as required herein, the surety files for protection under the federal bankruptcy laws or similar state laws or the surety rating decreases from that required under Section 7.02 (Acceptable Surety) of the Contract, the Owner may require the Design-Build Team to procure bonds from another surety to be substituted in lieu of the bonds originally provided to the Owner, and the failure to procure the substitute bonds shall constitute a breach of the Contract entitling the Owner to any of the remedies set forth in Section 10 (Breach of Contract and Remedies) of the Contract.

SECTION 8. INSURANCE REQUIREMENTS

Section 8.01 Owner Provided Builder's Risk Insurance.
The Owner shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse and water damage) for 100% of the replacement value of the completed portion of the Work including delay damages or damage to materials stored on or outside the Project, or in transit thereto.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Deductible	$10,000
Amount of Coverage:	Contract Amount
Policy Period:	Effective until final completion of the Project
Named Insured:	City of Las Vegas

Section 8.02 Contractor provided Insurance - General

The Design/Build Team shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. The insurance required hereunder shall not be interpreted to relieve the Design/Build Team of any obligations under the Contract. The Design/Build Team shall remain fully liable for all deductibles, including Builder's Risk Insurance provided by the Owner and amounts in excess of the coverage actually realized, except Builder's Risk.

a. Commercial General Liability Insurance. The Design/Build Team shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner. If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Design/Build Team may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Design/Build Team. Any such excess insurance shall be at least as broad as the Design/Build Team's primary insurance.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence $2,000,000 aggregate
Policy Period:	Annual Policy. Effective for 2 years following final completion of the Project
Name Insured:	Design/Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

b. Commercial Automobile Liability Insurance. The Design/Build Team shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided by Insurance Services Office form for Commercial Auto Coverage (CA-00-01-10-01) or equivalent.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 Combined Single Limit
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Design/Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

c. Workers' Compensation. The Design/Build Team shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation under NRS Chapter 616 to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death). The policy required herein shall be primary and non-contributory in its coverage.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Design/Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

d. Employer's Liability Insurance. The Design/Build Team shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee. The policy required herein shall be primary and non-contributory in its coverage.

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 bodily injury by accident $1,000,000 bodily injury by disease $1,000,000 policy limited
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	Design/Build Team
Additional Insured Parties:	City of Las Vegas (its officers, employees and agents)

e. Professional Liability Insurance. The Design/Build Team shall provide 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.

Section 8.03 Acceptable Insurance Company

The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Section 8.04 Premiums, Deductibles and Self-Insured Retentions

The Design/Build Team shall be responsible for payment of premiums for all of the insurance coverages required under this Section 8. The Design/Build Team further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Design/Build Team is responsible hereunder, the Design/Build Team shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Design/Build Team insurance must be declared and approved by Owner.

Section 8.05 Certificates of Insurance

The Design/Build Team will deliver to Insurance Tracking Services, Inc. (ITS), the Owner's representative, a certificate of insurance with respect to each required policy to be provided by the Design/Build Team under this Section 8. 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) required under this Section 8 shall be provided to the ITS if so requested.

Section 8.06 Renewal Policies
The Design/Build Team shall promptly deliver to the Owner 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 the Owner not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

Section 8.07 Cancellation and Modification of Insurance Coverage
Each insurance policy supplied by the Design/Build Team must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Section 8.08 No Recourse
There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Design/Build Team under this Section 8.

Section 8.09 Endorsements and Waivers
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Design/Build Team has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.
ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

iii. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Section 8.10 Failure to Provide or Maintain Insurance Coverage

The Design/Build Team's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract. In addition to the remedies that the Owner may have pursuant to Section 10 (Breach of Contract and Remedies) of the General Conditions, the Owner may take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by the Design/Build Team) or procure substitute insurance. The Design/Build Team is responsible for any costs incurred by the Owner in maintaining the current insurance coverage in effect, or providing substitute insurance, and such costs may be deducted from any sums due and owing the Design/Build Team.

SECTION 9. INDEMNITY

Section 9.01 General Indemnity

The Design-Build Team shall protect, indemnify and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (including attorney fees, court costs) or other expenses of any and every kind or character (collectively the "Claims"), which may be recovered from or sought against the Indemnitees as a result of, by reason of, or as a consequence of, the negligence, errors, omissions, recklessness or intentional misconduct on the part of the Design-Build Team, its officers, employees, agents, subcontractor or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in the Work, or (ii) in the performance of the terms, conditions and covenants of the Contract. The Owner may retain for its protection any money due and owing the Design-Build Team under this Contract. In the event no money is due and owing, the surety, if required, of the Design-Build Team, may be held until all of the Claims have been settled and suitable evidence to that effect furnished to the Owner.

The Design-Build Team shall defend the Indemnitiees against the Claims and in the event that the Design-Build Team fails to do so, the Owner shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs to the Design-Build Team.

Section 9.02 Patent Indemnity

The Design-Build Team shall protect, defend and hold the Owner, its officers, employees, agents and consultants (collectively the "Indemnitees") harmless from and against all claims, losses, costs, damages, and expenses, including attorney fees, court costs or other expenses (collectively the "Claims"), incurred by the Indemnitees, or any of them, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by the Design-Build Team, or out of the processes or actions employed by, or on behalf of, the Design-Build Team in connection with the performance of this Contract. The Design-Build Team shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the Indemnitees; provided that the Indemnitees shall have notified the Design-Build Team upon becoming aware of such claims or actions, and provided further that the Design-Build Team's aforementioned obligations shall not apply to equipment, materials or processes furnished or specified by the Indemnitees.

In order to avoid such claims or actions, the Design-Build Team shall have the right, at its expense, to substitute non-infringing equipment, materials or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or to obtain the necessary licenses authorizing the use of the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet the requirements of this Contract.

SECTION 10. BREACH OF CONTRACT AND REMEDIES

Section 10.01 Definition of Breach

If, during the existence of the Contract, the Design-Build Team:

a. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.13 (Responsibility for Payment of Subcontractor and Other Parties) of the Contract;

b. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract;

c. Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract;

d. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of the Work) of the Contract;

e. Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract;

f. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract;

g. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract;

h. Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract;

i. Fails to maintain licensure by the Nevada State Design-Build Team's Board as required by Section 11.01 (General Warranty) of the Contract;

j. Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract);

k. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract;

l. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract;

m. Fails to maintain solvency, allows a judgment to stand against the Design-Build Team for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or

n. Fails to remedy any other material breach of the provisions of the Contract;

then the occurrence of any of the above shall constitute a breech of the contract which if unremedied may constitute an Event of Default as described in Section 10.02 (Event of Default).

Section 10.02 Event of Default

The Design-Build Team and the Surety under the Performance Bond shall be entitled to seven (7) days notice of each breach described in Section 10.01 (Definition of Breach) of the Contract and given the opportunity within such time to cure the breach, provided, however, such breach is capable of a cure. If such breach is capable of a cure but by its nature cannot be cured within the seven day period, the Design-Build Team or

Surety may be allowed such additional time as may be reasonably necessary to cure the breach provided the cure is commenced within the seven day period and is diligently pursued to completion.

If any breach is not subject to cure, or is not cured as provided herein, the Owner may declare that an "Event of Default" has occurred and the Owner may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under this Section 10 (Breach of Contract and Remedies) of the Contract.

Section 10.03 Damages

Except for those breaches which are subject to Liquidated Damages set forth in Section 6.01 (Owner's Recovery of Liquidated Damages), if the Design-Build Team fails to cure any Event of Default under this Agreement within the time provided in Section 10.02 (Event of Default), the Owner shall be entitled to damages resulting therefrom.

Section 10.04 Termination for Cause

Upon the occurrence of an Event of Default, the Owner may terminate the Contract which shall take effect immediately upon service of the notice on the Design-Build Team and the Surety under the Performance Bond unless a different effective date is specified therein. In the event of such termination, the Surety shall have the right to take over and perform the Contract.

If the Surety does not commence performance of the Contract within 10 days of receipt of the notice, the Owner may do any and all of the following:

i. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Build Team;

ii. Accept the assignment of the Design-Build Team's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated); and

iii. Finish the Work by whatever method deemed expedient by the Owner.

The Design-Build Team shall not be entitled to any further payment under the Contract until the Work is completed and accepted by the Owner. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work, including compensation for any damages or expenses incurred by the Owner through the default of the Design-Build Team, the excess shall be paid to the Design-Build Team. If, however, the damages and expenses exceed the unpaid balance of the Contract Amount, the Design-Build Team and the Surety under the Performance Bond shall pay the difference to the Owner.

Section 10.05 Owner's Right to Perform the Work

If the Design-Build Team fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the Design-Build Team from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel). If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the Design-Build Team.

If, after expiration of the seven-day notice period required pursuant to Section 10.02 (Event of Default) of the Contract, the Design-Build Team proceeds to correct the breach and the Owner has already incurred certain expenses (such as, but not necessarily limited to, preparation of cost estimates or remedial plans and drawings, placement of material orders, demolition costs, rental costs, storage costs, trash removal expenses, utility expenses, scheduled commitments from Design-Build Teams which cannot be canceled without the Owner incurring costs to the Design-Build Team, transportation costs of personnel or materials, and incurred cost of hiring technical personnel whether licensed or not) as part of an effort to remedy the breach, then the Design-Build Team shall pay the Owner for such incurred expenses as provided herein.

If, after issuance of the seven day notice of the breach required pursuant to Section 10.02 (Event of Default) of the Contract, the Owner decides not to take any action to correct the breach or fails in the effort to correct the breach, the Design-Build Team remains responsible for the breach and any expenses incurred in any failed effort to correct the breach.

In the event of a correction and expense as provided herein, the Contract Amount shall be reduced by the amount of the incurred expenses which amount the Owner shall be entitled to deduct from any payments then or thereafter due the Design-Build Team (including the direct and indirect costs of using the Owner's personnel). If payments then or thereafter due the Design-Build Team are not sufficient to cover the incurred expenses, the Design-Build Team shall pay the difference to the Owner.

Section 10.06 Deduction From Progress Payments

For each and every breach set forth in Section 10.01 (Definition of Breach) of the Contract, the Owner may decline to certify, in whole or in part, any pending application for payment which, in the opinion of the Owner, may be necessary to protect the Owner from the damages and expenses which are expected to be incurred, or which have been incurred, as a result of the breach. Based upon the opinion of the Owner, the Owner may withhold from any requested progress payment such sum as may be necessary to protect the Owner from such damages and expenses including, but not necessarily limited to, the Liquidated Damages permitted pursuant to Section 6.01 (Owner's Recovery of Liquidated Damages) of the Contract which the Owner anticipates will occur as a result in the delay in the Completion of the Project.

If an agreement can be reached between the Owner and the Design-Build Team concerning the request for payment, the Design-Build Team may submit a revised application for certification. The Owner shall have the right to deny in whole or in part, or to require an adjustment to, any pending application if, as a result of new evidence or observations subsequent to the issuance of a previous certification, the Owner has determined that the amount paid exceeds the percentage of completion of the Work, the Work can not be completed for the unpaid balance of the Contract or any other such certification was improperly issued.

If the Design-Build Team remedies the failure for which payment has been withheld, and the Owner verifies such correction, then the withheld money shall be included with the payment of the next application.

Section 10.07 Rights and Remedies are Cumulative

Except as otherwise expressly stated in the Contract, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

SECTION 11. REPRESENTATIONS AND WARRANTIES

Section 11.01 General Representations and Warranties

The Design-Build Team hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the

Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Design-Build Teams Board of the State of Nevada in order to perform the Contract.

Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose

The Design-Build Team warrants that the equipment and materials used or provided as part of the Contract are of merchantable quality and fit for their particular purpose.

Section 11.03 Warranty Work Conforms with Requirements of the Contract

In addition to other warranties and longer time periods which may be provided in the Contract, and as a minimum, the Design-Build Team warrants the Work performed under the Contract is in conformance with the requirements of the Contract, and that the Work is free of defects and deficiencies in design, materials and workmanship (unless furnished by the Owner) for a period of 12 months from the date of the Certificate of Substantial Completion (or 12 months from the completion date of any portions of the Work first performed after Substantial Completion), regardless of whether the same were furnished or performed by the Design-Build Team or by any of its Subcontractor of any tier. Upon receipt of written notice from the Owner of any non-conformance to the Contract during the applicable warranty period, the Design-Build Team shall promptly correct the affected non-conformance at a time acceptable to the Owner.

The Design-Build Team shall perform such tests as the Owner may require verifying that the Work is in compliance with the Contract. If such Work is not in accordance with the Contract, the costs of the correcting and testing, including the cost of removal necessary to gain access thereto and other related incidental costs, shall be borne by the Design-Build Team. If such Work is found to be in accordance with the Contract, the costs of uncovering, replacement, and testing shall be charged to the Owner. The Design-Build Team warrants any corrected Work to be in conformance with the Contract for a period of 12 months from the date of acceptance thereof. If the Design-Build Team fails to promptly make the necessary corrections and tests, the Owner may perform or cause to be performed the same at the Design-Build Team's expense. The Design-Build Team and its Surety shall be liable for the satisfaction and full performance of the warranties set forth in this Section.

Unless otherwise provided elsewhere in the Contract, the materials and equipment incorporated into the Work shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to the Owner.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to the Design-Build Team's obligations under the Contract other than specifically to correct the Work then known by the Owner to be in non-conformance with the Contract, including, but not limited to, defects and deficiencies in design, materials and workmanship (unless furnished by the Owner).

Section 11.04 Warranty Exclusions Prohibited

The Owner will not accept any warranty clause from the Design-Build Team, Subcontractor or manufacturer that states:

i. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;

ii. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the Owner as well as from the Design-Build Team to the Owner if the manufactured product is sold directly to the Design-Build Team.

SECTION 12. DISPUTES BETWEEN THE PARTIES

Section 12.01 Preliminary Resolution

Any claim, dispute or other question that may arise between the Owner and Design-Build Team concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. Notice shall be given within 14 days of such claim, dispute or other question arising under the Contract.

The Design-Build Team shall proceed with the Work and maintain progress in accordance with the requirements of the Contract pending resolution of the claim, dispute or other matter in question between the parties. If the dispute is not satisfactorily resolved within 30 days, either party may request arbitration in accordance with Section 12.02 (Arbitration) of the Contract.

Section 12.02 Arbitration

a. Right of Arbitration. Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties and, in the case of the Design-Build Team, which has not been waived by the acceptance of final payment, shall be submitted to and be determined by arbitration in the manner set forth in this Section. As a prerequisite to the exercise of this right, the party seeking arbitration shall notify the other party pursuant to Subsections e and f of this Section.

b. Designation of Arbitrators. Within the notice provided pursuant to subsection f of this Section, the party seeking arbitration shall appoint an arbitrator. Within 10 days after receipt of such notice, the party receiving the notice shall appoint, by serving written notice upon the party seeking arbitration, a second arbitrator, and, in the event of a default in the second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint him or her by written notice, signed by both of them given to the Owner and the Design-Build Team. If 15 days have elapsed after the appointment of the second arbitrator without the appointment of a third arbitrator, then either party may, in writing, request the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the arbitrators shall meet without delay and proceed to a determination of the claim, dispute or other matter in question between the parties in accordance with the construction industry rules of the Arbitration Association.

c. Arbitration Costs and Attorneys Fees. The fees and expenses of the arbitration proceedings shall be assessed equally against both parties. Each party is responsible for their own costs, expenses, witness fees and counsel fees incurred in the presentation or defense of the claim, dispute or other question that may arise between the parties.

In lieu of the appointment of three arbitrators, the parties may agree to the appointment of only one arbitrator for the purpose of conducting the arbitration.

d. Right of Joinder. In the event that the Owner is named as a party to any arbitration action or commences an arbitration action against a party other than the Design-Build Team, which arises out of, results from, or is connected with, the construction of the Work, or the performance of the Design-Build Team under this Contract, the Design-Build Team agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Design-Build Team is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association. None of the time provisions imposed under subsections d and e apply to the joinder rights provided herein in such a way as to preclude the Owner from joining the Design-Build Team as a party to

any arbitration proceedings which the Owner commences or is named as a party and which arises out of, or results from, the construction of the Project.

If the Design-Build Team is named as an additional party by the Owner, the Design-Build Team shall not be entitled to any additional compensation from the Owner as a result of preparing for, or participating in, the arbitration.

e. Notice of Claim. In order for the Design-Build Team to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Owner within fourteen (14) days after occurrence of the event giving rise to such claim, dispute or other matter between the parties. The purpose of such notification is to place the Owner on notice so that proper measures can be taken by the Owner to properly observe and record the progress of the Work, and any impact that the claim, dispute or other matter may have thereon, and to enable the Owner to properly verify any costs incurred by the Design-Build Team in connection therewith. The failure to give such notice shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

f. Notice of Arbitration. The filing of the written notice pursuant to Subsection e of this Section shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration.

In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party, and with the Nevada Arbitration Association, within sixty (60) days after the Date of Substantial Completion and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

g. 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 the authority to impose sanctions against either party for failing to comply with the rules of discovery as provided under the Nevada Rules of Civil Procedure.

h. Summary Procedure. In lieu of discovery rights set forth in subsection g, the Owner may elect to proceed pursuant to the summary arbitration proceeding set forth herein. Notice of such election shall be provided by the Owner to the Design-Build Team within 30 days after the appointment of the final arbitrator pursuant to subsection b of this Section.

In the event of such an election, the parties shall agree upon a date for the presentation of the Design-Build Team's claim which date or dates shall be acceptable to the arbitrators. At such hearing, the Design-Build Team shall present such testimony and documents in support of its claim against the Owner. Upon the conclusion of the Design-Build Team's presentation, the matter shall be continued for not less than thirty (30) days but no more than sixty (60) days to allow the City to prepare its response to the claim of the Design-Build Team. At the conclusion of the City's presentation, the Design-Build Team shall proceed with any rebuttal testimony or documentary evidence in response to the City's defense, and the City shall at the same hearing proceed with any reply to the rebuttal by the Design-Build Team.

i. Work to Proceed. The Design-Build Team shall proceed with the Work during any pending arbitration, court or other dispute proceedings, unless otherwise mutually agreed upon in writing. Arbitration conducted in accordance with this provision shall take place in Clark County, Nevada.

j. Substitution of Arbitration Association. In the event that the Nevada Arbitration Association refuses, or is unable, to perform any of the obligations imposed under this Section, the City shall designate a substitute arbitration association to carry out the duties of the Nevada Arbitration Association.

SECTION 13. COMPLIANCE WITH THE LAWS

Section 13.01 General

The Design-Build Team shall comply with all federal, state and local laws and regulations applicable to construction of the Work including, but not necessarily limited to, licensing requirements, labor and health laws, and requirements for the payment of sales and use taxes on equipment, materials and supplies provided in connection with the Contract.

Section 13.02 Compliance with Labor Laws

a. Prevailing Wage Rate Law. The Design-Build Team and each Subcontractor shall comply with all federal, state and local labor laws with regard to minimum wages, overtime work, hiring and discrimination including, without limitation, NRS Chapter 338.

1. Prevailing Wage Rates. For public work projects whose cost is $100,000 or more, the Design-Build Team hereby acknowledges that pursuant to the provisions of NRS 338.040 and 338.050, any person who is employed by the Design-Build Team or Subcontractor at the Work Site, or who performs work on a public work project (regardless of any contractual relationship alleged to exist between the workman and his other employer), is subject to the prevailing wage rate provisions of NRS 338.010 to 338.090, inclusive. The Design-Build Team is responsible for ensuring that the aforementioned persons are paid in accordance with the current prevailing wage rates approved by the State Labor Commissioner. Any Change Order causing a contract to equal or exceed $100,000 will subject the Contract to the provisions of Prevailing Wage Rate Law and to audit by the State Labor Commissioner. Any work performed after regular working hours, or on Sunday or a legal holiday, shall be performed without additional expense to the Owner.

In accordance with NRS Chapter 338, the Design-Build Team shall post the current prevailing wage rates and applicable addenda in a place generally visible to the workmen. The prevailing wage rates and applicable addenda are available from the office of the State Labor Commissioner (www.laborcommissioner.com). The Design-Build Team agrees to investigate, or to assist in the investigation of, each claimed violation of the prevailing wage law as may be requested by the Owner or the State Labor Commissioner.

2. Certified Payroll Reports. Pursuant to NRS Chapter 338, for any public work contract awarded for $100,000 or more, the Design-Build Team and each Subcontractor are required to keep an accurate record showing the name, occupation and the actual per diem wages and benefits paid to each workman employed by them in connection with the Work. These records are referred to as the "certified payroll reports."

The Design-Build Team, and each Subcontractor through the Design-Build Team, is required to submit a copy of the certified payroll reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The Design-Build Team shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project. The Design-Build Team agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

3. Penalties. In accordance with NRS 338.060, the Design-Build Team shall forfeit the penalty provided herein to the Owner for each calendar day or portion thereof that each workman employed on the Project (i) is paid by the Design-Build Team or Subcontractor less than the designated wage rate for the work on the Project, (ii) the Design-Build Team or Subcontractor willfully included inaccurate or incomplete information in the monthly certified payroll report submitted to the Owner, (iii) the Design-Build Team or Subcontractor did not report to the Owner as required pursuant to NRS 338.070, and/or (iv) if a violation of more than one provision of subsection (i) through (iii) herein involves the same workman, the Design-Build Team shall forfeit the penalty set forth in each violated subsection.

The Design-Build Team hereby stipulates that the Owner may withhold not less than $20.00, nor more than $50.00 for each and every violation of subparagraphs (i) through (iii) herein, the actual amount of which is according to a sliding scale based on the size of the Design-Build Team's business which is adopted by the State Labor Commissioner, except that for violation of subparagraph (iii) the maximum penalty is limited to $1,000 for the first violation and $5,000 for each subsequent violation occurring during the term of the Contract.

In addition to any penalty imposed by the Labor Commissioner, if the Design-Build Team or Subcontractor is determined by the Owner to have violated the provisions of this Section, the Owner may deduct from any payments due the Design-Build Team, the costs of the proceedings associated with the investigation of each wage complaint including, but not limited to, employee salaries, investigator fees and attorney fees.

In addition to any monetary penalty imposed by the statute, the Design-Build Team, or its Subcontractor, agent or representative, performing Work on the Project who neglects to comply with the prevailing wage rate requirements of NRS Chapter 338 is guilty of a misdemeanor.

b. Copeland Anti-Kickback Law. The Design-Build Team shall comply with the Copeland Anti- Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This Act provides that the Design-Build Team or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which that person is otherwise entitled.

c. Fair Employment Law. The Design-Build Team shall comply with the fair employment provisions of NRS 338.125. The Design-Build Team agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age. Such agreement shall include, but is not necessarily limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Design-Build Team further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by the Design-Build Team shall constitute a material breach of the Contract.

If the Design-Build Team or any of its Subcontractor refuse to hire or do business with an individual or company in violation of this provision, the Owner may declare the Design-Build Team in breach of the Contract, and the Owner may terminate the Contract and designate the Design-Build Team as not responsible for purposes of bidding future public work projects.

d. Preferential Employment. The Design-Build Team shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Design-Build Team engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

Section 13.03 Compliance with Americans with Disabilities Act

The Work shall comply with the Americans with Disabilities Act (ADA) as amended to date. The Design-Build Team shall construct the Work in compliance with the ADA and the rules and regulations promulgated thereunder and shall immediately notify the Owner of any conflicts between the Contract Documents and the Act or the rules and regulations promulgated thereunder.

Section 13.04 Compliance with Immigration Reform Control Act of 1986

In accordance with the Immigration Reform and Control Act of 1986, the Design-Build Team shall not employ unauthorized aliens in the performance of the Contract.

Section 13.05 Air Pollution Control

Prior to commencing the Work, the Design-Build Team shall obtain a permit from the Clark County Department of Air Quality and Environmental Management.

The Design-Build Team shall perform the Work in a manner that does not discharge smoke, dust or other air contaminants into the atmosphere from any source whatsoever, in violation of the laws, rules and regulations of federal, state and local government pertaining to air pollution including, but not necessarily limited to, the following:

i. Nevada Revised Statute 445: Air Quality Regulation
ii. Adhering to all Clark County Department of Air Quality and Environmental Regulations

The Design-Build Team shall not be granted any time extensions for delays due to compliance with or violations of the aforementioned laws, rules or regulations, and shall pay all compliance costs and violation fines and penalties. Such imposed fines and penalties shall not result in an increase in the Contract Amount, and are not subject to reimbursement by the Owner.

Section 13.06 Fire Prevention

The Design-Build Team shall conform to all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Work Site. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Design-Build Team.

All tarpaulins used for any purpose during construction of the Work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on the Project Site is strictly forbidden.

The Design-Build Team shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Design-Build Team to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

Section 13.07 Provisions Required by Law

Each and every provision of Nevada Revised Statutes Chapter 338 and 624 and any other laws required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or inserted incorrectly, then upon the application of either party, the Contract shall be amended to make such insertion or correction.

SECTION 14. CONTRACT INTERPRETATION

Section 14.01 General

The Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action for the enforcement of any provision of this Contract shall be instituted before the Nevada Arbitration Association in the County of Clark, State of Nevada.

Section 14.02 Intent and Correlation

The Contract is intended to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one portion or section of the Contract shall be as binding as if required by all. Any work not covered in the Contract will not be required unless it is consistent with the Contract Documents, and it is reasonably inferable or necessary to produce the intended results or provide a complete work. Words and abbreviations, which have well known technical or trade meanings, are used in the Contract Documents in accordance with such recognized meanings.

Section 14.03 Governing Order of Contract Documents

The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the Design-Build Team. In case of discrepancy, the lower number document will govern over the higher numbered document according to the following order of precedence, unless to do so would contravene the intent of the Contract Documents as determined by the Owner:

1. Change Orders
2. Addenda, with those of later date having precedence over those of an earlier date
3. Design-Build Contract
4. General Conditions
5. Bridging Documents, Drawings and Referenced Standards (these documents are to be construed together in determining the intent of the Owner)

Section 14.04 Conflicting Conditions

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Design-Build Team shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner's interpretation.

Section 14.05 Graphic Enhancement

Graphic enhancement of any text of the Contract such as bolding, underlining, italics, etc. is added for ease of reference and shall not be interpreted as placing additional importance on the enhanced text or lessening the importance of text without such enhancement.

SECTION 15. MISCELLANEOUS PROVISIONS

Section 15.01 Regulatory Authorities

The Design-Build Team does hereby acknowledge and agrees that the Department of Public Works, by or through its Architectural Services Division, acting as the Owner's Designated Representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of regulatory authorities which are separate from the Owner, or which are departments of the Owner including, but not limited to, the Building Department, Fire Department, Planning Department or other divisions within the Department of Public Works acting in a regulatory manner. The Design-Build Team is responsible for complying with the requirements imposed by the regulatory authorities (including the departments of the City acting in a regulatory manner) and any delays resulting to the Design-Build Team in the performance of the Contract from having to comply with such requirements are solely the responsibility of the Design-Build Team, and not attributable in any manner to the Owner.

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

Section 15.02 Subcontracts

Any subcontract entered into by the Design-Build Team and its Subcontractor or material supplier shall not create any contractual relationship between the Owner and the Subcontractor or material supplier.
The Design-Build Team agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Design-Build Team in connection with the Project if so requested by the Owner for any of the reasons set forth in NRS 338.140 (1)(d).

The Design-Build Team shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Design-Build Team unless such substitution meets the requirements of NRS Chapter 338.

Section 15.03 Right to Review and Audit

The Design-Build Team agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Design-Build Team for a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Design-Build Team goes out of existence, the Design-Build Team shall turn over to the Owner all of its records relating to the Contract to be retained by the Owner for the required period of time.

The Design-Build Team agrees to permit the Owner or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Owner desires concerning Design-Build Team's operation hereunder. The Design-Build Team further understands and agrees that the inspection and audit would be exercised upon written notice.

If the Design-Build Team or its records and books are not located within Clark County, Nevada, the Design-Build Team agrees to deliver the records and books or have the records and books delivered to the Owner or its authorized representative at an address within the City of Las Vegas as designated by the Owner.

If the Owner or its authorized representative find that the records and books delivered by the Design-Build Team are incomplete, the Design-Build Team agrees to pay the Owner the costs to travel (including travel, lodging, meals, and other related expenses) to the Design-Build Team's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Design-Build Team further agrees to permit the Owner or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the Owner.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the Owner or its authorized representative finds the Owner's dollar liability to the Design-Build Team is less than the payments made by the Owner to the Design-Build Team, the Design-Build Team agrees to repay the

difference immediately to the Owner or, at the Owner's option, credit the difference against future payments due the Design-Build Team.

Section 15.04 Independent Design-Build Team

The Design-Build Team represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Design-Build Team shall act as an independent Design-Build Team and not as an agent of the Owner in performing the Contract. The Design-Build Team shall maintain complete control over its employees and all of its subcontractor. Nothing contained in the Contract or any subcontract awarded by the Design-Build Team shall create any contractual relationship between any such subcontractor and the Owner. The Design-Build Team shall perform the Work in accordance with its own methods subject to compliance with the Contract.

Section 15.05 Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

Section 15.06 Assignment of Contractual Rights

The Design-Build Team shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

Section 15.07 Ownership and Use of Documents

The Drawings, Bridging Documents, and any copies furnished by the Owner are and shall remain the Owner's property unless a consultant is used in the preparation of the Contact Documents in which case ownership shall be according to the agreement between the Owner and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

Section 15.08 Prohibited Interests

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

Section 15.09 Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

Section 15.10 No Personal Liability

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

Section 15.11 Contract Modification

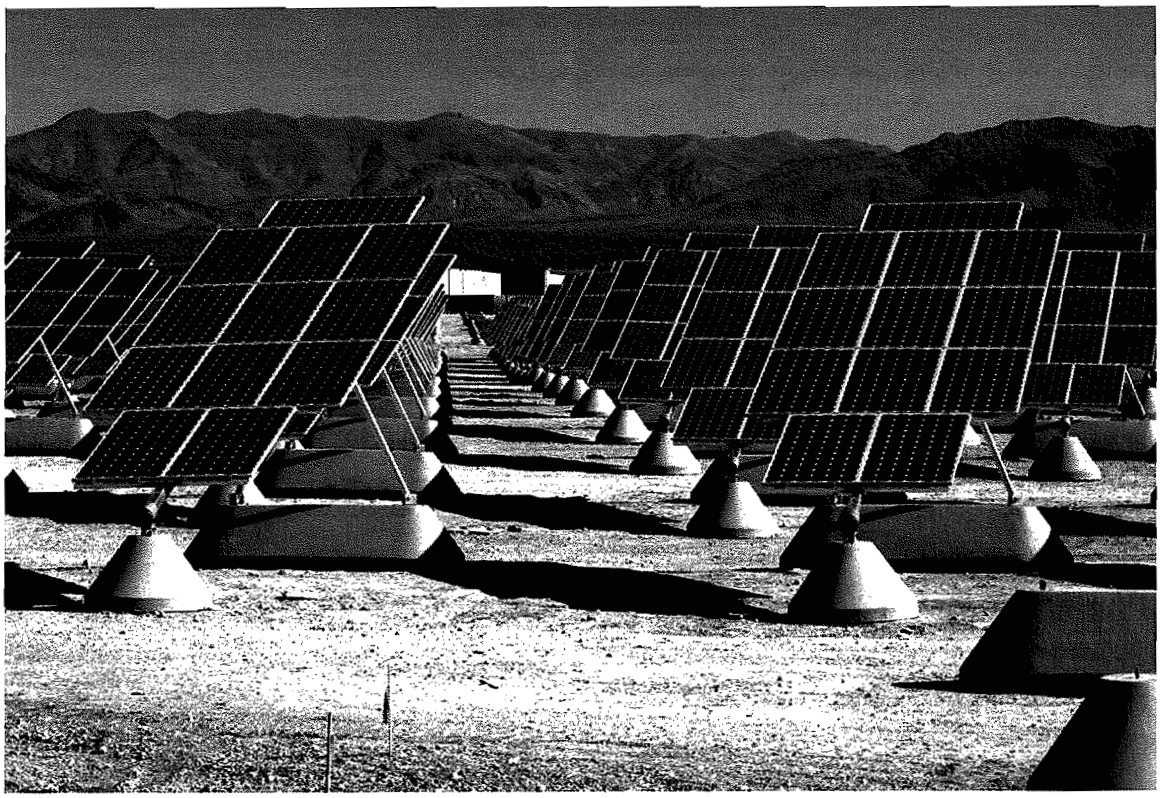
The Contract represents the entire and integrated agreement between the Owner and the Design-Build Team and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.



EXHIBIT C

BRIDGING DOCUMENTS

City of Las Vegas
Water Pollution Control Facility
Solar Photovoltaic Project



Bridging Document

October 14, 2009

CH2MHILL

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BRIDGING DOCUMENT

City of Las Vegas Water Pollution Control Facility Solar Photovoltaic Project

General Project Description

Definitions

Array: A mechanically integrated assembly of modules and panels, together with support structure and foundation, tracking, thermal control, and other components, if used, to form a direct current (dc) power-producing unit.

CRC: Colorado River Commission, a Nevada state agency responsible for acquiring and managing Nevada's share of water and hydropower resources from the Colorado River, and who is expected to provide retail electric services to the WPCF.

Insolation: Sunlight, direct or diffuse (not to be confused with insulation). The integrated intensity of sunlight reaching a given area, usually expressed in watts per square meter per day. This measurement may be used to express the average amount of solar energy falling on different regions of the country.

Module: A number of solar cells connected together electrically and sealed inside a weatherproof package with a clear face; sometimes called a "solar panel."

NV Energy: An electric utility that produces, distributes and sells electricity in Nevada and who maintains the electric distribution lines serving the WPCF.

Panel: A designation for a number of photovoltaic (PV) modules assembled in a single mechanical frame.

PV: Photovoltaic. Pertaining to the direct conversion of light into electricity.

PV USA Test Conditions (PTC): Test conditions applied to PV modules intended to represent wattage during operation; irradiance of 1000 watts per square meter, 20 degrees Celsius (°C) ambient temperature, 1 meter per second wind speed, and an air mass of 1.5.

Renewable Energy Credit (REC): Also known as green tags or tradable renewable certificates (TRCs), are tradable environmental commodities which represent proof that generated electricity was renewable (generated from an eligible renewable energy resource).

SPS: Solar Power System. This definition includes all components necessary to provide a complete and functional PV power generating system.

Standard Test Conditions (STC): Test conditions applied to PV modules; irradiance of 1000 watts per square meter, cell temperature of 25°C and an air mass of 1.5.

Submittal Register: List of submittals to be supplied by the design builder as a part of the 30% design and construction package.

Substantial Completion: The status of work at which the project is complete as requested by the Design-builder and approved by the Owner's Project Manager, such that the work can be utilized for the purposes for which it is intended.

Tilt Angle: The angle of inclination of a solar panel measured from the horizontal plane.

WPCF: Water Pollution Control Facility (existing City of Las Vegas treatment plant)

Project Summary

The Owner is seeking a Design-builder to design and install a 3-megawatt (MW) alternating current (ac) (STC) ground-mounted SPS. The project is located on 18 + acres at the Water Pollution Control Facility, 6005 East Vegas Valley Drive, Las Vegas, Nevada. The minimum system size is to be 3 MW, however larger systems will be taken into consideration during the evaluation phase by the Owner.

The system will be connected to the grid through a new "smart" meter, separate from the existing WPCF electrical system. The system will not be net-metered, but will be scheduled as a separate generating facility by the CRC. As such, the connection of the SPS to the grid will be governed by applicable Federal Energy Regulatory Commission (FERC) regulations, as opposed to state or other regulations. The Design-builder shall provide all equipment (switchgear, transformers, disconnects, breakers) up to the designated point of connection with NV Energy. The exact requirements must be coordinated between the utility and the Design-builder, but the expected separation of work is shown on the attached one-line diagram.

The SPS and all required electrical distribution equipment (e.g., transformers, switchgear, inverters, panelboards, security system equipment, plant network gateway equipment) will be located on the Owner's property to the east of the WPCF. Unless specifically indicated otherwise, the proposed site for the PV array will be located on land that is separated from the WPCF by the Las Vegas Wash, a flow of water that is comprised of urban runoff, shallow groundwater, reclaimed water, and stormwater.

Other site improvements to be provided include fencing and access gates, a new trail along the wash separating the project site from the WPCF, a perimeter road system, site grading, provisions for communication with the existing plant supervisory control and data acquisition (SCADA) system, provisions to extend fiber optic communications along Vegas Valley Drive, and site security improvements and. Communications along Vegas Valley Drive should provide a tie between the SPS and the Owner's existing plant SCADA system. Details of the communications link and site security infrastructure shall be closely coordinated with the Owner.

The Design-builder is responsible for complying with all of the Clark County Department of Development Services Offsite Improvements Agreement Requirements. All offsite work and improvements, which may consist of streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, and survey monuments.

The Design-builder shall provide means to extend communication utilities along Vegas Valley Drive separating the WPCF from the SPS site. The communications link shall accommodate a minimum of a 24-pair fiber optic cable, to be provided by the Design-builder.

Existing System Description

The WPCF electrical load is relatively steady, estimated at about 5 MW average. The WPCF is fed through seven separate utility (NV Energy) connections and the 5-MW load is spread among these services. Historical billing information for each of these meters is available from the Owner upon request.

Interruption of Services

The WPCF operates continuously. Power interruptions must be kept to a minimum and carefully coordinated with the Owner. For proposal purposes, assume that each electrical service interruption may only last 4 hours at a time, and may only occur once per day.

NRS and OSHA Requirements of Design-Builder

The Design-builder will comply with the requirement in NRS 618.936 that photovoltaic (PV) installers have a license issued by the Division of Industrial Relations of the Department of Business and Industry unless they are installing or maintaining a PV system project on private residential property. The Nevada State Contractor's Board, through NAC 624.200, classifies PV installers as C-2G contractors and prohibits PV installers to work beyond the service panel. Section 10 of Assembly Bill 148 (AB148) requires construction workers in NV to take OSHA 10-hr or 30-hr (if supervisory workers) training or an approved alternative course (Section 15). Furthermore, AB148 defines a construction worker as anyone who performs physical work at a site that "results in the construction, alteration or destruction involved in the construction project" which includes contractors.

Technical Requirements

General

SPS PV modules and balance of system equipment shall not extend beyond areas designated on the attached site layout drawing, unless specifically noted.

Components, wiring methods, and work associated with the system shall meet National Fire Protection Association (NFPA) 70 requirements.

Environmental Conditions

All equipment shall carry suitable ratings for the environment in which it is installed. Some equipment, such as sensitive electronics, inverters, network equipment, etc, require ventilation or cooling. Major electrical equipment such as switchgear and transformers located outdoors shall be provided with a shade structure.

The Design-builder shall provide a pre-fabricated building with air-conditioned spaces to house major electrical equipment. At a minimum, low voltage switchgear and panelboards,

station service transformer, inverters and any other equipment containing sensitive electronics shall be housed in this building. The Design-builder is required to obtain all necessary permits and provide all required services to the building. Design-builder must show that all equipment will operate within design temperatures suggested by the manufacturer.

Maximum ambient outdoor design temperature: 120 degrees Fahrenheit (°F).

Altitude: Approximately 1700 feet above sea level.

Codes, Standards, and Regulations

The Design-builder shall comply with all currently adopted Clark County codes, including amendments. Some of the more pertinent codes are listed below. However, Design-builder is responsible for meeting all applicable codes.

- Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada
- Clark County Unified Development Code, Title 30
- 2008 Building Administrative Code of Clark County
- 2006 International Building Code (IBC) Final Approved Amendments
  - Amendment to the 2006 IBC Section 1609.1.1 (Determination of Wind Loads)
- 2005 National Electric Code (NEC) Final Approved Amendments
- Title 25.04 The Electrical Code of Clark County
  - 2002 Southern Nevada NEC Code Amendments
- Title 25.12 Solar Energy Code
- Title 25.16 The Mechanical Code of Clark County
  - 2000 Southern Nevada UMC (University Medical Center) Code Amendments
- IEEE 929 -2000 Recommended Practice for Utility Interface of Photovoltaic Systems.
- IEEE 519, Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
- IEEE/ANSI 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems.

Underwriters Laboratories Compliance

Materials manufactured within the scope of Underwriters Laboratories (UL) shall conform to UL standards and have an applied UL listing mark.

If no UL compliance is available, provide the work in accordance with NFPA 70. Where required by Authority Having Jurisdiction (AHJ), material and equipment shall be labeled

or listed by a nationally recognized testing laboratory or other organization acceptable to AHJ.

Special Services

Perform all paperwork on behalf of the Owner to procure all applicable utility (both NV Energy and CRC), local, state, federal rebates and incentives. The Design-builder shall list all anticipated rebates/incentives in his/her proposal. The Owner will not sell or trade its RECs associated with the SPS.

SPS Warranty

Provide warranty, with Owner named as beneficiary, in writing. SPS warranty shall provide correction, or at the option of the Owner, removal and replacement of work described in this document found defective during a period of 2 years after the date of substantial completion.

Design Requirements

SPS shall include all solar equipment from the solar modules all the way up to and including the breaker(s)/disconnect(s) to interconnect with NV Energy. This shall include, but not necessarily be limited to, the following:

- Arrays of PV modules installed within designated areas shown on drawings
- Mounting system for PV modules
- dc to ac inverters
- All dc wiring and conduit from PV arrays to combiner boxes and inverters
- All ac wiring and conduit from inverters to NV Energy interconnection points
- Low-voltage ac switchgear or switchboards
- Distribution transformers step-up or isolation, where required
- Shade structures and/or buildings
- Tracking systems (optional)
- All other equipment required to provide a complete and functional PV system
- Other work separate from the SPS (e.g., grading, fencing, trails, roads, security infrastructure, lighting, communications to WPCF) is included elsewhere in this document

Power DC-output from SPS shall be fed into inverters that are connected to the electric power grid. The system will not directly feed any other loads, except "station service" loads directly associated with the SPS.

Tracking systems may be provided at the discretion of the Design-builder. The Design-builder shall describe the type of tracking system to be provided if it chooses to include

these systems in its proposal. If the tracking systems require electrical power, the Design-builder shall indicate how these systems will be powered.

Voltage Drop

- dc circuits: Maximum 2 percent for any individual dc circuit, as measured from a PV panel to input of an inverter, including losses through conductors, fuses, blocking diodes, and terminations.
- ac circuits: Maximum 3 percent for any individual ac circuit, as measured from the source power panel to the load, including losses through conductors and other impedances.

Physical layout of SPS shall minimize shading on PV module. All shading shall be factored into the calculated energy production of the SPS.

SPS shall be provided with a grounding system and necessary interconnections to other grounding systems, as required by NFPA 70.

Provide array ground-fault projection devices as part of inverter or as external device in accordance with NFPA 70.

Grid Connections

It is anticipated that electrical power generated by the SPS will be fed to the NV Energy grid. A one-line diagram is attached as an example of possible SPS electrical system topography. This diagram is not intended to represent the ultimate system. The Design-builder is responsible for designing and providing the final electrical system design.

An alternative connection point has been discussed with both CRC and NV Energy. This alternative would include connection to the WPCF's system downstream of metering. The Design-builder may wish to explore this option with CRC. If there is sufficient advantage to both the Design-builder and the City, the Design-builder may include this connection approach in its design proposal.

In consideration of the probable connection point being the NV Energy grid, a Small Generator Interconnection Agreement (SGIA) was filled out and sent to NV Energy in April 2009. This document will prompt a distribution system study to be performed by NV Energy to determine what modifications to the distribution system, if any, are required to accommodate the SPS. If the SGIA has not been fully processed or completed by the time of the proposal, the Design-builder shall assist the Owner with any work required to complete the SGIA. A copy of the SGIA application is attached to this document.

For the purposes of this proposal, assume that the study will show that no further distribution system modifications are needed, beyond the standard metering and service equipment that would normally be required for connection of the SPS. If medium-voltage distribution system modifications are required, the work will be performed by the utility (NV Energy) and paid for by the Owner. The Design-builder is not responsible for any medium voltage distribution system modification or inherent costs, but should be aware of the nature of the work being performed as it could affect the Design-builder's work and schedule.

Any changes to the Design-builder's scope of work that are required as a result of the SGIA study shall be treated as a change to the contract.

The grid connection and all associated equipment shall be sized for a total SPS size of 4-MW ac.

Location of Service

The Design-builder shall work with the utilities to determine the exact location of the grid connection to the SPS. It is expected that this connection will be located at or near the north property line for the project, along the south side of Vegas Valley Drive; however, other factors (e.g., results of SGIA, site conditions) may warrant a different service location.

Interconnection Requirements and Areas of Responsibility

It is the responsibility of the Design-builder to coordinate and comply with all utility (both NV Energy and CRC) requirements. Those details are not described in this document. However, some of the anticipated requirements are listed for informational purposes only.

The distribution voltage is 12.47 kV (Design-builder to verify).

NV Energy will provide and install a "smart" meter and metering cabinet, complete with all current transformers and potential transformers. NV Energy will provide one or more medium-voltage switches. All equipment on the customer side of this medium-voltage gear (e.g., transformers, low-voltage switchgear, required disconnects not provided by NV Energy) shall be provided by the Design-builder.

Photovoltaic Devices

General

- UL listed: Modules that are not UL listed, but meet International Electrotechnical Commission (IEC) 61215 may be considered at Owner's discretion.
- Acceptable Photo Voltaic (PV) technologies include standard PV with poly-crystalline or mono-crystalline panels, thin film or Concentrated Photo Voltaic (CPV). No other technologies will be allowed.
- Factory-installed bypass diode.
- If PV modules using hazardous materials (e.g., Cadmium or other hazardous materials) are in use, the environmental impact of the hazardous material usage must be discussed and documented in writing, and include any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the U.S. Environmental Protection Agency (EPA) Landfill Disposal Requirements. Any additional costs related to PV modules containing hazardous materials and responsibility for those costs must be clearly identified.

Materials

- Corrosion-resistant, resistant to damage from snow, wind, hail, and windblown dust and sand.

- Weatherproof.
- Stainless steel fastener hardware.

Warranty

Manufacturer's standard limited power output warranty, 20 years minimum, guaranteeing the following:

- The initial power output per module shall be within +/- 5% of the specified power output.
- Within the first 10 years, the power output per module shall not fall below 90% of the specified power output.
- No module shall generate less than 80% of its specified power at the end of the 20 year warranty period"

Combiner Boxes

Combiner boxes shall carry a rating suitable for environment and be UL listed. Some or all combiner boxes may be integral to the inverters at the discretion of the Design-builder.

Lightning Protection

Provide UL-listed lightning protections system for any structures that allow for personnel access, including the pre-fabricated metal building for electrical equipment. Lightning protection systems shall be designed by a lightning protection engineer registered in the State of Nevada.

Inverters

General

Number and size of inverters to be provided shall take into consideration the following:

- Available space for inverter installation.
- Redundancy of systems.
- Topography of the existing electrical system to which the system will connect.
- Inverters shall be of a proven design that has been demonstrated on other projects for a minimum of 1 year.
- Inverters shall be located a minimum of 18 inches above the 100-year flood plain, or be protected from the 500-year flood level, whichever is greater.
- Provide shade structures, ventilation, cooling systems or other means of providing an environment with temperatures within the inverter's operating range.

Features

- UL 1741-listed.
- dc to ac inverter, with pure sine wave output.

- Voltage: Output ac voltage shall be as required for compatibility with connection to existing electrical systems. Transformers may be used where inverter output voltage isn't compatible with identified electrical connection points.
- Integral dc contactor for array isolation.
- Nighttime mode or other means to minimize standby losses.
- Integrated dc and ac disconnects, UL listed.
- Total Current Harmonics: Less than 3 percent at inverter ac terminal.
- Efficiency: **95** percent minimum.
- Parallel or Stacked Operation: Capable of operating in parallel with other inverters (stacked) without loss of functionality or performance.
- Capable of interrupting available line-to-line fault currents and line-to-ground fault currents. Additional interrupting features, such as fuses, shall be included where rating of inverter is not sufficient. In the event of a fault event, inverter shall turn off before ac or dc contactors are opened.
- Provide self-protective features to protect inverter from damage in the event of component failure or from parameters beyond normal operating range due to internal or external causes.
  - Self-protective features shall not allow inverters to be operated in a manner that might be unsafe or damaging.
  - Faults as a result of malfunctions within inverter or solar conversion system equipment shall be cleared by inverter over-current protection device and not by Owner's protection devices.

Inverter Monitoring

Multifunction digital display mounted on front of inverter, with a minimum of the following features:

- Input dc voltage, amps, and power in kW.
- Output ac voltage, amps, power factor, power in kW and kilovolt-ampere (kVA), frequency.
- Grid status (available or not available).
- Common fail indication.
- Inverter status (off/operating).
- Display and communicate historical power generated in kWh ac, with 1-hour minimum resolution, with at least 1 year of memory.

Controls

- Grid Synchronization Control

  - Capable of parallel operation with ac power system.
  - Synchronize output waveform with that of utility power system.
  - Automatically disconnect from utility power system if that power is interrupted.
- Wake up and sleep sequencing with isolation controls and grid restoration.

Communications

Inverter shall be provided with Modbus TCP/IP communications capability. Modbus communication link shall be capable of transmitting all inverter status points listed under paragraph, Monitoring, above. No control features are required to be communicated through Modbus.

Enclosure

General: The inverters shall have provisions to prevent moisture condensation and entrance of rodents into air intake or exhaust ports. The inverter enclosure should be well ventilated or be air conditioned so that the inverters operate safely at or near their maximum power point (MPP).

Warranty: 10-year minimum.

Solar Power System Monitoring

All monitoring data gathered from the SPS shall be sent to the Owner's existing SCADA network at the WPCF.

For each grid interconnection point, power monitoring equipment shall be provided on the Owner side of the service with the following minimum features:

- ac voltage, amps, power factor, power in kW and KVA, frequency.
- Display and communicate historical power generated in kWh ac, with hourly resolution, with at least 1 year of memory.

Incident solar radiation in the plane of the array tracking surface shall be monitored with a pyranometer. A minimum of one pyranometer shall be provided for each MW of PV provided. Incident solar radiation in the horizontal plane shall also be monitored with a pyranometer. A minimum of two pyranometers, installed in the horizontal plane (not necessarily in the plan of the array, shall be provided for the entire SPS.

Data collected from the solar site shall include pyranometer readings, inverter data, power SPS power data, and SPS equipment building ambient temperature. This data shall be communicated via a Modicon Quantum Programmable Logic Controller (PLC) to the Owner's SCADA utilizing Ethernet protocol over fiber optic media. The fiber optic cabling shall connect the SPS PLC to the WPCF SCADA system at the existing administration building. The Design-builder shall provide all required connections and infrastructure to connect the SPS system components and the SPS PLC to the WPCF SCADA system.

Electrical

The SPS must be installed in accordance with all applicable requirements of local electrical and national electric codes. The SPS electrical design shall also comply with IEC, Institute of Electrical and Electronic Engineers (IEEE), American National Standards Institute (ANSI), or other standards as determined by the local jurisdiction.

All electrical components, including over-current protection, disconnect, surge suppression devices, conduit, wiring, and terminals must be commercial- or utility-grade and have appropriate voltage, current, and temperature ratings for this application.

Series rated devices are prohibited.

Conduit shall be direct buried, with no concrete encasement, except as otherwise required by NV Energy.

Exterior electrical enclosures shall be rated National Electric Manufacturers Association (NEMA) 3R minimum. Exterior enclosures housing sensitive electronics should be completely sealed and provided with ventilation, air conditioning, or other means to keep electronics within specified operating ranges.

Low-voltage Switchgear

- UL listed.
- Enclosure: Switchgear shall have provisions to prevent moisture condensation and entrance of rodents.
- Location: All switchgear shall be located a minimum of 18 inches above the 100-year flood plain, or be protected from the 500-year flood level, whichever is greater.
- Provide shade structures, ventilation, cooling systems or other means of providing an environment with temperatures within the inverter's operating range.
- Warranty: 10-year minimum.

Transformers

Where required, the Design-builder shall supply transformers to match the output of the inverters to the voltage of the local utility distribution system. The transformers shall be compatible with utility standards for voltage, phasing, and grounding. Transformers shall be housed in dust-tight and rain-tight enclosures. Transformers may be dry-type or liquid-filled type. For oil-filled transformers, the SPS provider shall provide an adequate oil containment system. Power circuit breakers shall not be permitted.

Transformers shall include an automatic positive load-breaking means of disconnect (e.g., switch, circuit breaker) on the high side. The disconnect means shall be provided to disconnect all phases simultaneously.

Feed-through or daisy chained transformers will not be allowed.

Photovoltaic Array Structural Support Systems

Structural design shall be performed by a professional engineer registered in the state of Nevada and submitted for review and approval.

- PV arrays, including modules, hardware, support structure, and attachments shall be structurally designed to withstand the specified wind loads and shall comply with existing local and national codes.
- Bolts shall have anti-theft heads to prevent removal of PV modules.
- Mechanical Hardware
  - Use stainless steel fasteners and aluminum support structure for corrosion resistance and durability.
  - Use of ferrous metals, wood, or plastic components is not allowed.
  - Avoid galvanic corrosion.

Conceal mechanical hardware, conduit, junction boxes, and other equipment beneath or behind array.

Finished elevations for the structural supports shall be located so that any portion of the PV module is a minimum of 18 inches above the 100-year flood plain, or protected from the 500-year flood level, whichever is greater. This includes the lowest point of any module installed on tracking systems, at any position along the full path of travel of the tracking system.

Operations and Maintenance

Design-builder shall submit detailed operations and maintenance manuals for the SPS. At a minimum, this shall include:

- Array cleaning procedures.
- Tracking system maintenance instructions, if applicable.
- O&M manuals for all electrical and other equipment, gates, lights, etc.'
- Estimated annual O&M costs. These costs shall not be included in the proposal price. They are for informational purposes only.

The Design-builder may offer SPS maintenance services as part of the proposal.

SPS Commissioning

PV designer-builder will submit a draft start-up and commissioning procedure with the proposal. The procedure will be reviewed and finalized once the final contractor is selected.

System Acceptance Procedure

The PV plant will be tested using the published PVUSA test procedure which will be carried out in the presence of the owner's engineer, the designer-builder engineer, and the project engineer. The PV plant will be considered acceptable if the results indicate that the plant is within +/-10 % of the guaranteed power rating in MW-dc at Standard Test Conditions. The

PVUSA rating procedure uses on-site measured data and a linear regression analysis to determine the STC rating of the plant.

Site/Civil

Boundaries/Access

The project location for the SPS is at 6005 East Vegas Valley Drive. The site property is located in the Clark County Sunrise Manor jurisdiction. The Site is bounded by Vegas Valley Drive on the north, Las Vegas Wash on the west, Desert Inn Road on the south, and industrial development on the east. This area will serve as the construction work and staging area. This area will be used for general construction activities, material storage, and other use required for construction operations, provided that such use shall not interfere with the work of the owner in the vicinity. Communications for the SPS will tie into an existing communication tie-in point on the Owner's Property to the west at the WPCF. The Owner will provide access to the WPCF

Offsite Permits

Clark County Development Services will require off-site roadway improvements along the south side of Vegas Valley Drive and on the west side Tree Line Drive adjacent to the City of Las Vegas property. The general location of these improvements is shown in the attached site plan. The Design-builder, at his/her own cost, shall perform and complete all offsite work and improvements, which may consist of streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, and survey monuments., hereinafter referred to as "offsite improvements." Offsite improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of Clark County. The Design-builder is responsible for complying with all of the Clark County Department of Development Services Offsite Improvements Agreement Requirements.

Improvement Plans

The Design-builder is responsible for preparing a set of improvement plans approved by Clark County Development Services. The improvement plans shall incorporate the following requirements as set forth in the approved drainage and traffic studies:

Drainage: The Design-builder is responsible for preparing a technical drainage study approved by Clark County Development Services. In addition, as this project is bordered by the Las Vegas Wash, this study must be approved by Clark County Regional Flood Control District. All requirements as noted in the approved study shall be implemented into the improvement plans.

Traffic requirements: The Design-builder is responsible for preparing a traffic study approved by Clark County Development Services. All requirements as noted in the approved study shall be implemented into the improvement plans.

Utilities

Offsite:

- The Design-builder is responsible for coordinating the improvement plans with all utility agencies in the vicinity of this project. At a minimum, utility agencies shall include Southwest Gas, Las Vegas Valley Water District (LVVWD), NV Energy, Cox Communications, and Embarq. All improvement plans must be signed and approved by the utility agencies. One-call utility location services must be contacted prior to any construction activities.
- The Design-builder is responsible for designing a new commercial water service installation to include water meter and backflow prevention device per LVVWD Uniform Design and Construction Standards (UDACS). The Design-builder is responsible for any connection fees as a result of this water service. The improvement plans shall be submitted to LVVWD for approval.

Onsite:

- The Design-builder is responsible for designing general utility water service to the site with one hose bibb near the entrance gate. The Design-builder shall submit the improvement plans to LVVWD for approval.
- Southern Nevada Water Authority (SNWA) has an easement on the west side of the property. The Design-builder is responsible for coordinating all improvement plans with SNWA. The existing SNWA infrastructure within this easement includes above ground blow off assemblies.
- The Design-builder is responsible for designing provisions for communication with the existing plant supervisory control and data acquisition (SCADA) system and provisions to extend fiber optic communications along Vegas Valley Drive. The Design-builder is responsible for coordinating all construction activities with the City of Las Vegas Engineer, (John Bettencourt). There are several utilities on the WPCF site including chemical process piping, plant process piping, potable water, non-potable water, underground and overhead electrical lines, and various communication lines. The Owner will provide site drawings showing approximate horizontal locations of the various known utilities on the WPCF site. It is the Design-builder's responsibility to locate and protect in place all utilities on the WPCF site.

Geotechnical Requirements

The City has provided a site-specific geotechnical investigation for the proposed project. The Design-builder shall review available geologic and geotechnical data in this area of the project. A copy of this data is included in Appendix B.

Fire Department

The Design-builder is responsible for obtaining Clark County Fire Department approval for offsite and onsite design and construction activities.

Las Vegas Wash Trail Requirements

Design-builder shall construct a shared use path on the west side of the parcel from the southerly intersection of Desert Inn Road extending north to existing trail near Vegas Valley Drive. The shared use path will be constructed to match as built and in accordance with Clark County Uniform Standard Drawing no. 255. The Design-builder shall coordinate with Clark County for landscaping requirements.

Site Security Requirements

Design-builder shall coordinate with Owner to determine all required security requirements. Items integral to equipment provided by the Design-builder (e.g., gate controllers, loop sensors, door switches) and necessary security equipment shall be provided by the Design-builder. Security infrastructure shall be provided by the Design-builder.

Provide fencing around all exposed exterior SPS equipment including PV panels, inverters, electrical switchgear, transformers, and tracking system components (where applicable). See attached site layout drawing. The site/perimeter fencing will be 6 foot tall with 2 foot long outward facing security pickets for a total height of 8 feet. The construction materials will consist of 4" minimum width wrought iron posts with wrought iron metal work. The Design-builder is responsible for obtaining a fence permit from Clark County Development Services; this will include structural calculations as necessary.

Gates shall be electrically powered and shall have provisions to accommodate all Owner-provided access and security devices. The gates shall be set back a minimum of 50 feet. The Design-builder shall provide power and required security/access infrastructure (e.g., conduits, handholes, boxes) to all electrically operated gates. Coordinate with Owner to determine all required security infrastructure.

The pre-fabricated metal building that will house electrical equipment shall be provided with security infrastructure. This may included door switches, conduit, junction boxes, lighting, motion detectors, etc. Coordinate with Owner to determine all required security infrastructure.

Site lighting shall be provided at all gates and at all outdoor electrical gear such as transformers, switchgear, and inverters. Lighting shall be full cutoff, and shall provide light levels as recommended by the Illuminating Engineering Society of North America. No permanent lighting shall be installed at the PV arrays, and light poles shall not shade any PV modules.

General Structural Requirements

All structures and structural elements, including array structures, shall be designed in accordance with the following building codes, design standards, and loading requirements.

- Building and Design Codes - 2006 IBC and the American Society of Civil Engineers (ASCE) design standard Minimum Design Loads for Buildings and Other Structures (ASCE 7-05).
- Wind Loading
  - Wind speed (3-second gust) = 90 miles per hour (mph)

  - Exposure C
  - Wind Importance Factor = 1.0
- Seismic Loads
  - Occupancy Category II
  - Seismic Parameters (Mapped)
    - Ss = 0.600
    - S1 = 0.181
  - Seismic Parameters (Design)
    - Sds = 0.528
    - Sd1 = 0.250
  - Seismic Design Category D
  - Seismic Importance Factor = 1.0
- Allowable Bearing Pressure and Geotechnical Design Parameters: Per existing geotechnical data from site specific geotechnical investigation per Section III.P.6. Geotechnical Requirements.

Reference Drawings

Attached reference drawings include the following:

- General site layout shall show allowed staging area, SPS tie-in locations, wash crossing location, perimeter roads, fencing, gates, wash trail, and other pertinent site features.
- Example SPS Schematic System Diagram showing one possible system topography for the SPS. This drawing is not intended to indicate a preferred system configuration, and the Design-builder will not be evaluated based on adherence to this example.
- Boundary and Easements Survey
- Aerial Topography

30% Design Submittal Requirements

The Design-builder shall submit a 30% Design Document for the project with proposal. This shall include as a minimum, but is not limited to, the following:

Narrative

Provide a narrative describing the SPS in detail, and indicating compliance with all requirements set forth in this document.

Drawings

General/Civil

- Applicable Legend Sheets
- Site Plan/Photovoltaic Array Layout

- Sediment & Erosion Control Plan
- Grading Plan
- Off-Site Improvements (roadways, curb and gutter, sidewalks, etc.)
- On-Site Improvements (roadways, trails, fencing, gates, yard piping, rip-rapping, etc.)
- Conceptual Design of buildings, shade structures, and foundations

Electrical

- Site Plan
- One Line Diagrams
- Plan Drawings
- Cable Block Diagrams
- Cable and Conduit Schedules
- Panelboard Schedules
- Control Diagrams
- Equipment Elevations
- Sections
- Electrical Details

Instrumentation and Control

- P&ID's
- Panel Layout Drawings
- PLC I/O Arrangement Drawings
- Communications Interface Diagrams
- Instrument Installation Details
- Instrument Loop Diagrams

Specifications

- PV modules.
- Inverters.
- Balance of system components for PV arrays such as combiner boxes, dc cable connectors, back-mounted junction boxes, and pyranometers.
- Conduit and conductors.
- Electrical and communication handholes/manholes/vaults.
- Tracking/mounting systems.
- Electrical equipment (e.g., transformers, switchgear, power monitoring equipment, panelboards).
- Fencing and gates.
- Luminaires selected for site security/area lighting.
- Security system equipment

- Communications system equipment
- Grounding system equipment
- Site surface treatment

Construction Schedule

The Design-builder shall submit a detailed CPM design and construction schedule and submittal register, showing all major project milestones, substantial completion dates, permitting schedules, testing and commissioning schedule, etc.

Calculations

The Design-builder shall submit site-specific calculations, showing expected monthly (production for each calendar month) and annual energy production of the SPS in kWh-ac per month and year.

- Using weather data from "TMY2 Data set for Las Vegas, NV" available from the National Renewable Energy Laboratory (NREL), calculate the energy production in kWh/year per kW of production capacity of the system being proposed. Energy production shall be measured at the AC service entrance and calculations shall account for all system inefficiencies (inverters, transformers, wiring, etc).
- Monthly calculations shall be performed for a period of 20 years. Panel degradation and other factors shall be factored into this calculation to show how power output will decrease over time. Provide a spreadsheet showing these calculations.
- The Design-builder shall clearly show which calculation tool (such as SAM, PVWatts, etc.) is being used. If Design-builder does not use such tools, state this, along with justification for the calculation method that is used.
- Take into account known site conditions, dust and dirt accumulation, module and wiring mismatches, conversion and other system losses, weather, and other environmental factors.
- Where an overall de-rating factor is used in calculations, list all losses that are accounted for in the de-rating factor.
- Identify and describe all assumptions used in the calculations.

Solar access/shade report: Shade analysis shall be performed with Solmetric SunEye or similar device. Results of this report shall be factored into the above production calculation. Shade analysis shall be performed at all corners of the site, and any other points where possible shading is expected.

Structural: The PV system shall be designed to resist all overturning forces and loading combinations per Chapter 16 of the 2006 IBC and structural design standard for ASCE 7-05. Complete structural calculations shall be stamped and signed by a registered professional engineer who is currently licensed in the State of Nevada.

Operation and Maintenance Costs

The Design-builder shall submit a projection of the expected annual operation and maintenance costs.

Alternative Considerations

The Design-builder shall include additional information on the SPS being proposed for consideration in evaluating the proposal. This may include information on the maximum amount of energy production that could potentially be produced on the site with the system being proposed.

Construction Phase Submittal Requirements

During the Construction Phase, the Design-builder shall submit as a minimum, but is not limited to, the following:

- As-Built Record Drawings
- Technical Submittals
- Updated Construction Schedules
- Manufacturers Operation and Maintenance Manuals
- Certificates of Manufactures Inspection of Proper Installation
- Training Materials

Permitting

The Design-builder shall be responsible for obtaining all required permits unless otherwise specifically stated. No exemptions for permits have been confirmed or should be assumed. The Design-builder shall design to code, apply for the necessary permits, and secure all required permits before proceeding. Any applicable vacations are to be recordable prior to building permit issuance or applicable map submittal.

The Owner will be responsible for ensuring business license and tax assessments are in accordance with anticipated land use associated with this project.

The Owner assumes with the use of PV technology, there will be no emissions of regulated air pollutants; no hazardous waste generation, storage, or disposal; and no additional water rights or usage will be required to be obtained for this project.

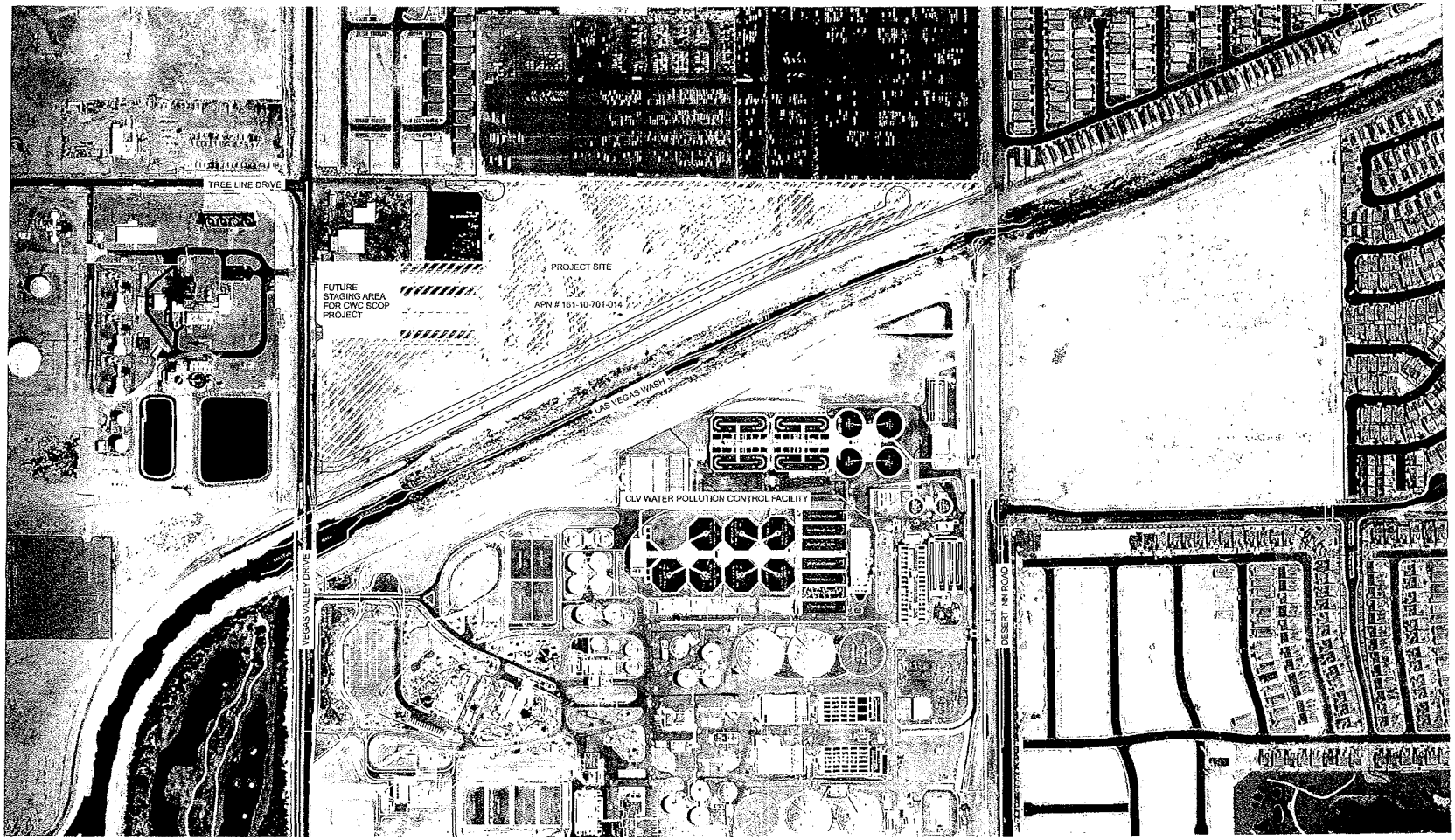
Anticipated Permits (for information only).

Regulatory Authority	Permit/Approval	Report /Permit Requirements	Comments
Federal			
U.S. Department of Defense (DOD)	Department of Defense R 2508 Complex Sustainability Office review and approval	Review the project and its potential impact on military overflights and operations.	A letter from the DOD, stating that construction and operation of the array would not adversely affect DOD operations will be sufficient to meet this requirement.

Regulatory Authority	Permit/Approval	Report /Permit Requirements	Comments
U.S. Army Corps of Engineers (USACE)	Section 404 permit: Preconstruction Notification or Individual Permit	Delineation and Permit	When affecting waters of the U.S.
Federal Energy Regulatory Commission (FERC)	Qualifying Facility/Exempt Wholesale Generator Certification	Certification required to qualify for benefits under Public Utilities Regulatory Policies Act. For small power producer (renewable) to qualify for subsidy in sales of energy to host utility.	Only if applicable.
State			
Nevada Division of Environmental Protection (NDEP) Bureau of Water Pollution Control	National Pollutant Discharge Elimination System (NPDES) Construction Activities Storm Water General Permit	Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI)	Required for land disturbance of greater than 1 acre. Permit application needs applicant information, project description, including size of area to be affected and other environmental permits associated with the project, as well as use of best management practices.
NDEP Bureau of Water Pollution Control	General Storm Water Permit for Industrial Activities	Permit requires applicant information, site location information, SWPPP, a monitoring plan, and site maps.	This is a separate SWPPP and NOI from that required for construction.
NDEP Bureau of Water Pollution Control	Groundwater Discharge Permit	Temporary Permit Narrative Description, Water Quality Analysis, Quantity of Discharge	Temporary permit needed for discharge associated with construction activities if dewatering is required. Discharge permit not expected to be needed for operation activities.
Nevada Department of Transportation (NDOT)	NDOT Super Load Permit	Required when extraordinarily large or oversized equipment traveling on state roads or unusual impacts on traffic are anticipated.	If necessary

Regulatory Authority	Permit/Approval	Report /Permit Requirements	Comments
Clark County			
Clark County Department of Development Services Current Planning Division	Title 30 Land Use Permit	Site plans, floor elevation, landscape plan (or shown on site plan), locator map, assessor's map(s), zone boundary map/legal description, deed, legal description of property, parking analysis, justification letter, preliminary traffic impact analysis	Must have approval from Clark County Planning Commission and/or Board of County Commissioners. Onsite development plan submittals are reviewed by zoning plans examination, civil engineering, and building plans examination to verify compliance with applicable codes and ordinances.
Clark County Department of Development Services	Commercial Development Permit/Building Permit	Assessor's parcel number (APN) and associated land use application numbers, copy of recorded deed, deed of trust, or escrow instructions, grading plan, lot drainage and any stormwater mitigating features, all building plans	Other agency approvals must be completed and presented to the building department prior to permit issuance.
Clark County Department of Public Works Community Development Division	Drainage Study Approval	Design Manual Standard Form 1, Design Manual Form 4, two copies of drainage plans, a notarized letter from adjacent property owners allowing offsite grading or discharge.	Site drainage associated with construction of a new facility requiring more than 2 acres within Clark County ROW.
Clark County Department of Building	Grading Permit	Drainage study submittal sheet, grading permit and application drainage study approval letter and redlines Grading and detail mylars or bond	Required for site grading and activity within the jurisdiction of Clark County.
Clark County Fire Department	Fire System Permits	Detailed plans and drawings on all fire suppression/control designs.	Each component of fire safety will require separate permit, alarms, hydrants, and extinguishers. Final inspection of construction required for final permit.
Clark County Department of Public Works Community Development Division	Encroachment Permit	Type, location, duration, of encroachment.	Needed if there is encroachment onto public roadways.

Regulatory Authority	Permit/Approval	Report /Permit Requirements	Comments
Clark County Department of Air Quality and Environmental Management	Authority to Construct/ Operating Permit Air Permit	Application identifying project potential to emit for regulated air pollutants.	Photovoltaic solar installation is not expected to produce regulated air pollutants.
Clark County Department of Air Quality and Environmental Management	Dust Permit	Required for surface disturbing activities and must include area of disturbance, duration, and types of activities.	Must be renewed every year.
Clark County Department of Public Works	Traffic Permit Special Event or Over Dimensional	Detailed description of activities.	Required for special uses on, or projects that affect the ROW or infrastructure maintained by Clark County.



AREA MAP
1"=200'

BID No. XX.XXX.XX

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DESIGN SECTION

CITY ENGINEER: CHERI EDELMAN, P.E.
PROJECT MANAGER: JOHN BETTENCOURT, P.E.
DESIGNED BY: A. ESMAY
DRAWN BY: J. LIY
CHECKED BY: M. BARBER
SCALE:
DATE: 04-MAR-2009

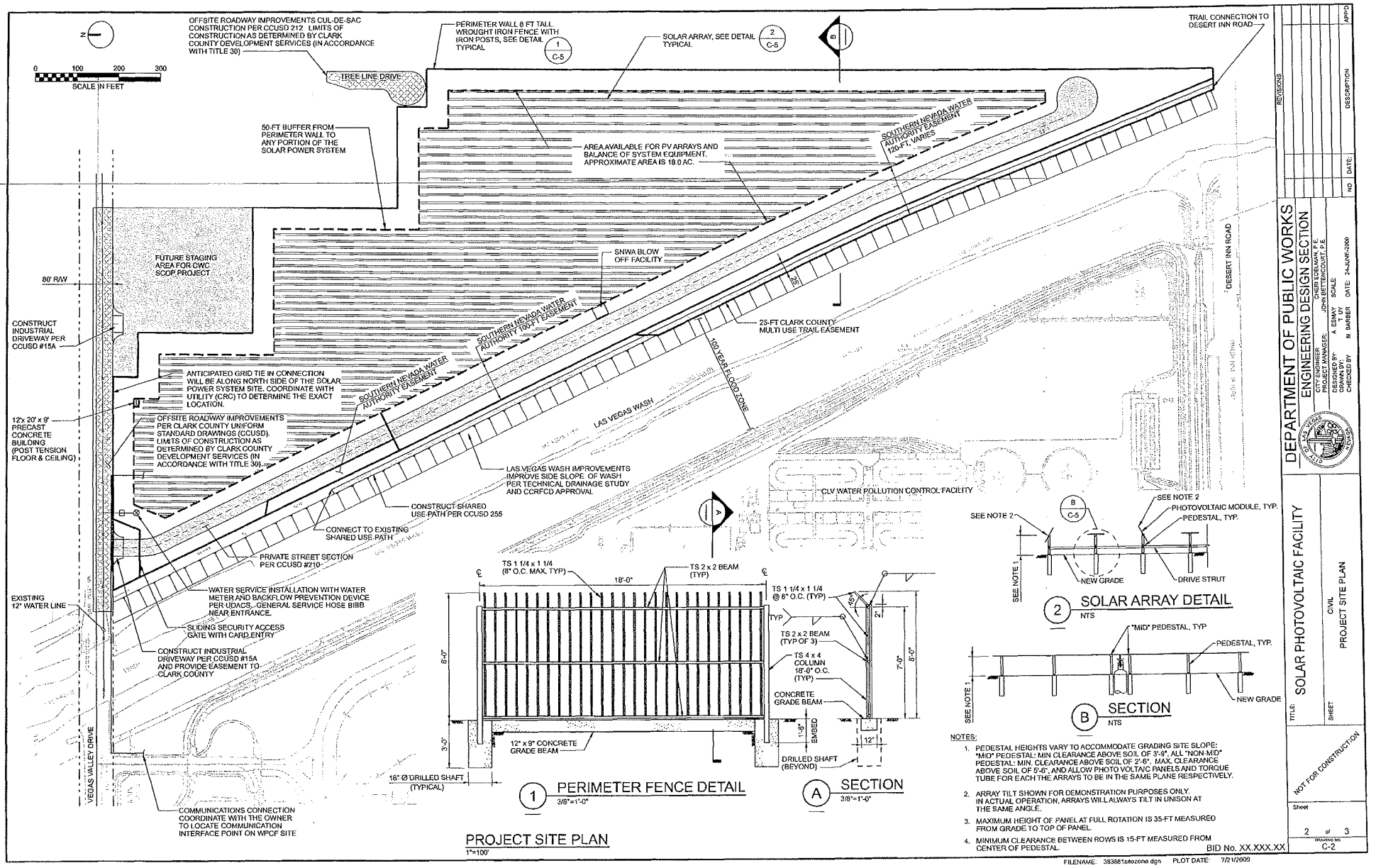
NO.	DATE	DESCRIPTION	APP'D
		REVISIONS	

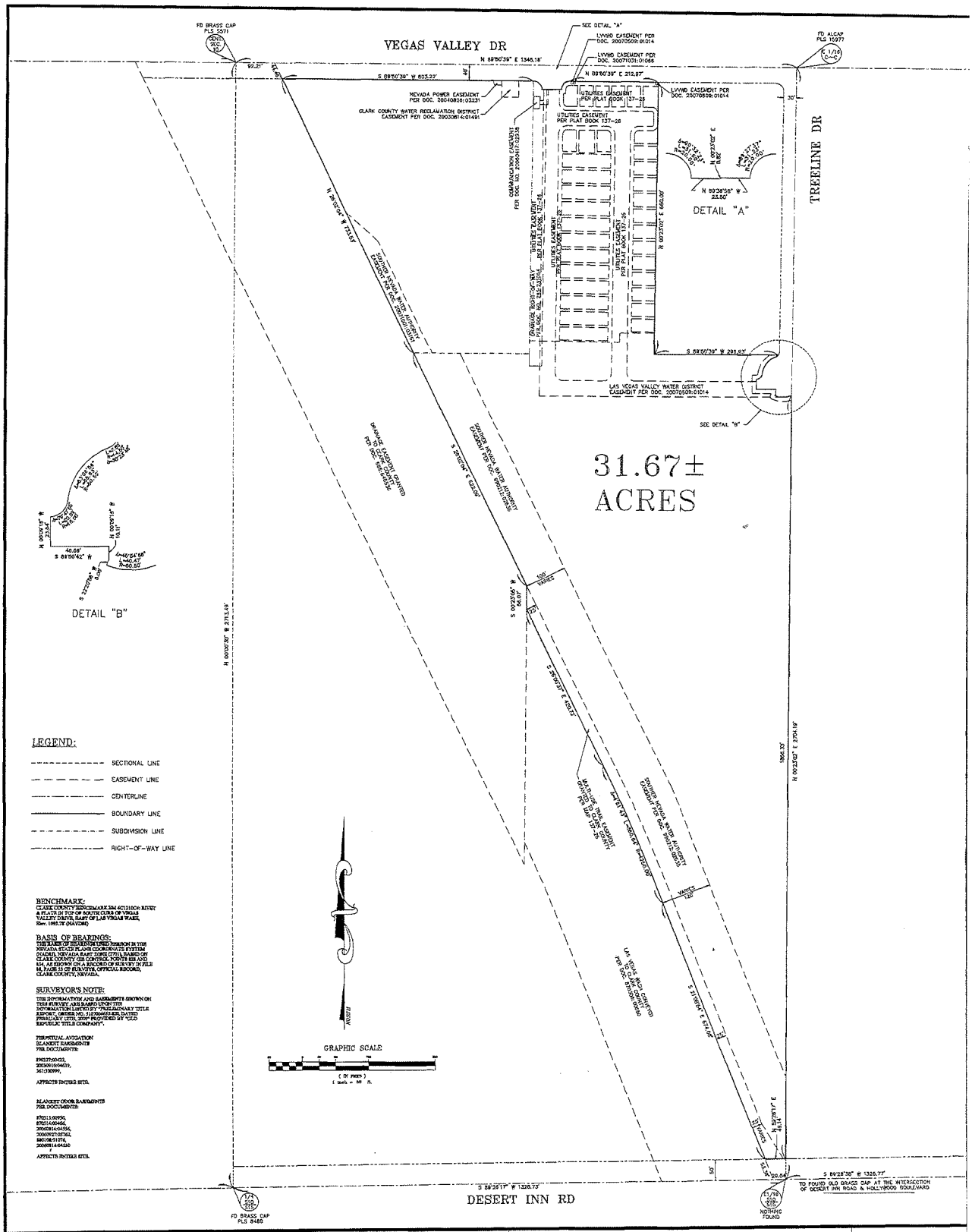
TITLE: SOLAR PHOTOVOLTAIC FACILITY
SHEET: CIVIL
AREA MAP

NOT FOR CONSTRUCTION

Sheet 1 of 3
DRAWING NO C-1

FILENAME 383681faczone.dgn PLOT DATE 7/21/2009


OFFSITE ROADWAY IMPROVEMENTS CUL-DE-SAC CONSTRUCTION PER CCUSD 212. LIMITS OF CONSTRUCTION AS DETERMINED BY CLARK COUNTY DEVELOPMENT SERVICES (IN ACCORDANCE WITH TITLE 30)
PERIMETER WALL 8 FT TALL WROUGHT IRON FENCE WITH IRON POSTS, SEE DETAIL 1/C-5 TYPICAL
SOLAR ARRAY, SEE DETAIL 2/C-5 TYPICAL
TRAIL CONNECTION TO DESERT INN ROAD
N
0 100 200 300
SCALE IN FEET
TREE LINE DRIVE
50-FT BUFFER FROM PERIMETER WALL TO ANY PORTION OF THE SOLAR POWER SYSTEM
AREA AVAILABLE FOR PV ARRAYS AND BALANCE OF SYSTEM EQUIPMENT. APPROXIMATE AREA IS 18.0 AC.
SOUTHERN NEVADA WATER AUTHORITY EASEMENT 120-FT, VARIES
FUTURE STAGING AREA FOR CWC SCOP PROJECT
80' R/W
SNWA BLOW OFF FACILITY
DESERT INN ROAD
CONSTRUCT INDUSTRIAL DRIVEWAY PER CCUSD #15A
SOUTHERN NEVADA WATER AUTHORITY 100-FT EASEMENT
25-FT CLARK COUNTY MULTI USE TRAIL EASEMENT
100 YEAR FLOOD ZONE
ANTICIPATED GRID TIE IN CONNECTION WILL BE ALONG NORTH SIDE OF THE SOLAR POWER SYSTEM SITE. COORDINATE WITH UTILITY (CRC) TO DETERMINE THE EXACT LOCATION.
SOUTHERN NEVADA WATER AUTHORITY EASEMENT
LAS VEGAS WASH
12'x 20' x 9' PRECAST CONCRETE BUILDING (POST TENSION FLOOR & CEILING)
OFFSITE ROADWAY IMPROVEMENTS PER CLARK COUNTY UNIFORM STANDARD DRAWINGS (CCUSD). LIMITS OF CONSTRUCTION AS DETERMINED BY CLARK COUNTY DEVELOPMENT SERVICES (IN ACCORDANCE WITH TITLE 30).
LAS VEGAS WASH IMPROVEMENTS IMPROVE SIDE SLOPE OF WASH PER TECHNICAL DRAINAGE STUDY AND CCRFCD APPROVAL
CLV WATER POLLUTION CONTROL FACILITY
CONSTRUCT SHARED USE PATH PER CCUSD 255
CONNECT TO EXISTING SHARED USE PATH
PRIVATE STREET SECTION PER CCUSD #210
EXISTING 12" WATER LINE
WATER SERVICE INSTALLATION WITH WATER METER AND BACKFLOW PREVENTION DEVICE PER UDACS. GENERAL SERVICE HOSE BIBB NEAR ENTRANCE.
SLIDING SECURITY ACCESS GATE WITH CARD ENTRY
CONSTRUCT INDUSTRIAL DRIVEWAY PER CCUSD #15A AND PROVIDE EASEMENT TO CLARK COUNTY
VEGAS VALLEY DRIVE
COMMUNICATIONS CONNECTION COORDINATE WITH THE OWNER TO LOCATE COMMUNICATION INTERFACE POINT ON WPCF SITE
PROJECT SITE PLAN
1"=100'
TS 1 1/4 x 1 1/4 (8" O.C. MAX, TYP)
18'-0"
TS 2 x 2 BEAM (TYP)
TS 1 1/4 x 1 1/4 @ 8" O.C. (TYP)
TS 2 x 2 BEAM (TYP OF 3)
TS 4 x 4 COLUMN 18'-0" O.C. (TYP)
CONCRETE GRADE BEAM
8'-0"
3'-0"
12" x 9" CONCRETE GRADE BEAM
18" Ø DRILLED SHAFT (TYPICAL)
DRILLED SHAFT (BEYOND)
EMBED
1'-6"
12"
7'-0"
2'
45°
TYP
1 PERIMETER FENCE DETAIL
3/8"=1'-0"
A SECTION
3/8"=1'-0"
SEE NOTE 2
PHOTOVOLTAIC MODULE, TYP.
PEDESTAL, TYP.
SEE NOTE 1
NEW GRADE
DRIVE STRUT
2 SOLAR ARRAY DETAIL
NTS
"MID" PEDESTAL, TYP
PEDESTAL, TYP.
NEW GRADE
B SECTION
NTS
NOTES:
1. PEDESTAL HEIGHTS VARY TO ACCOMMODATE GRADING SITE SLOPE: "MID" PEDESTAL: MIN CLEARANCE ABOVE SOIL OF 3'-9", ALL "NON-MID" PEDESTAL: MIN. CLEARANCE ABOVE SOIL OF 2'-6". MAX. CLEARANCE ABOVE SOIL OF 5'-6", AND ALLOW PHOTO VOLTAIC PANELS AND TORQUE TUBE FOR EACH THE ARRAYS TO BE IN THE SAME PLANE RESPECTIVELY.
2. ARRAY TILT SHOWN FOR DEMONSTRATION PURPOSES ONLY. IN ACTUAL OPERATION, ARRAYS WILL ALWAYS TILT IN UNISON AT THE SAME ANGLE.
3. MAXIMUM HEIGHT OF PANEL AT FULL ROTATION IS 35-FT MEASURED FROM GRADE TO TOP OF PANEL.
4. MINIMUM CLEARANCE BETWEEN ROWS IS 15-FT MEASURED FROM CENTER OF PEDESTAL.
BID No. XX.XXX.XX
REVISIONS
NO DATE: DESCRIPTION APP'D
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DESIGN SECTION
CITY ENGINEER CHERI EDELMAN, P.E.
PROJECT MANAGER JOHN BITTENCOURT, P.E.
DESIGNED BY: A. ESMAY
DRAWN BY: T. TAYLOR
CHECKED BY: M. BARBER
SCALE:
DATE: 24-JUNE-2009
TITLE: SOLAR PHOTOVOLTAIC FACILITY
CIVIL
PROJECT SITE PLAN
SHEET
NOT FOR CONSTRUCTION
Sheet 2 of 3
DRAWING NO C-2
FILENAME: 383881sitezone.dgn PLOT DATE: 7/21/2009

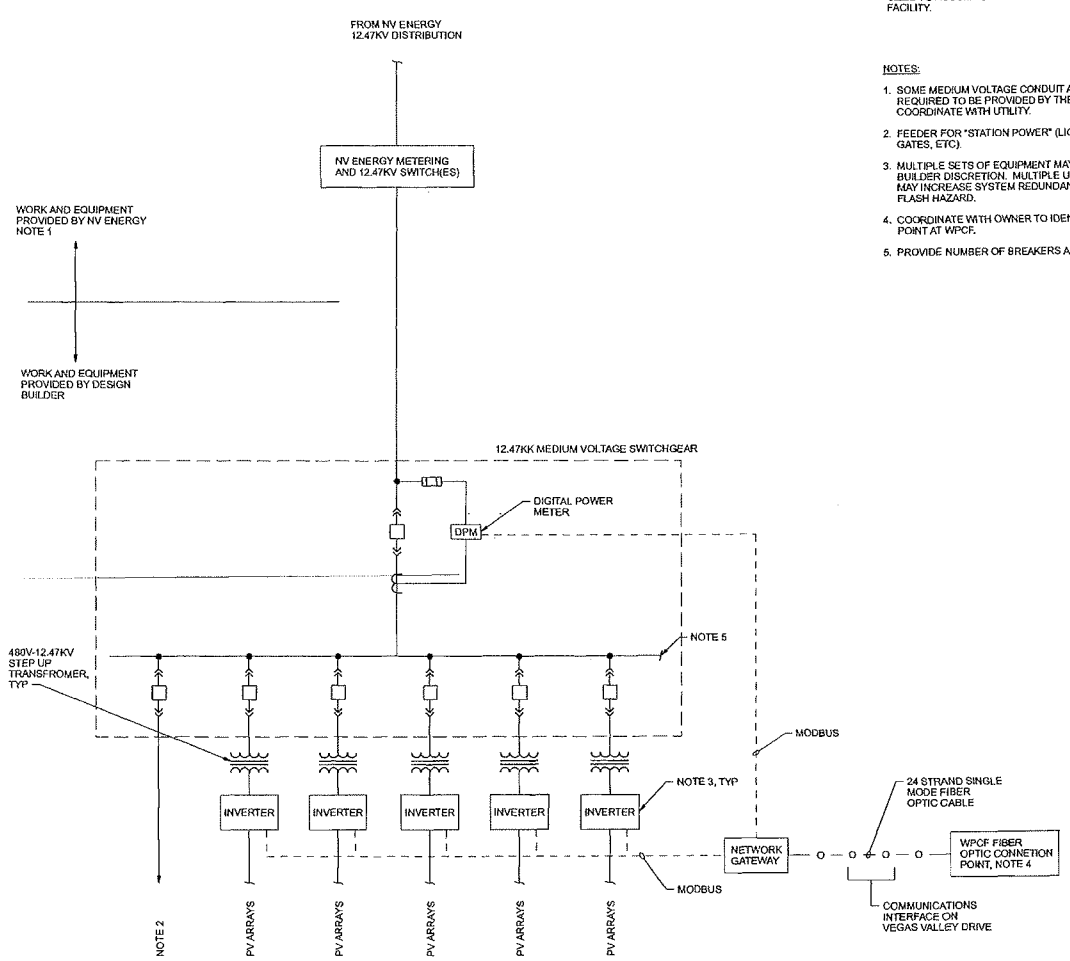


REVISIONS		
NO.	DESCRIPTION/DATE	BY

SURVEY SECTION		DEPARTMENT OF PUBLIC WORKS
DESIGNED BY:	DRAWN BY: JVT	BOUNDARY & EASEMENTS
CHECKED BY: ARR	DRAWING FILE NAME: WPFC SOLAR PLANT	WATER POLLUTION CONTROL FACILITIES
DATE: 03-20-2009	FIELD BOOK NO.: FD 08-4X	

CITY OF LAS VEGAS NEVADA

DRAWING NO.



GENERAL NOTE:

THIS DRAWING IS INFORMATIONAL ONLY. ACTUAL SYSTEM TOPOGRAPHY MAY DIFFER. ALL EQUIPMENT SHALL BE SIZED TO ACCOMMODATE 4 MW AC MINIMUM PV GENERATION FACILITY.

NOTES:

1. SOME MEDIUM VOLTAGE CONDUIT AND MANHOLES MAY BE REQUIRED TO BE PROVIDED BY THE DESIGN BUILDER. COORDINATE WITH UTILITY.
2. FEEDER FOR "STATION POWER" (LIGHTS, TRACKING SYSTEMS, GATES, ETC).
3. MULTIPLE SETS OF EQUIPMENT MAY BE USED AT DESIGN BUILDER DISCRETION. MULTIPLE UNITS OF SMALLER SIZE MAY INCREASE SYSTEM REDUNDANCY AND REDUCE ARC FLASH HAZARD.
4. COORDINATE WITH OWNER TO IDENTIFY FIBER OPTIC CONNECTION POINT AT WPCF.
5. PROVIDE NUMBER OF BREAKERS AS NEEDED.

REVISIONS

NO.	DATE:	DESCRIPTION	APP'D

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DESIGN SECTION

CITY ENGINEER: CHERI EDELMAN, P.E.
PROJECT MANAGER: JOHN BETTENCOURT, P.E.
DESIGNED BY: R. HARBERT SCALE:
DRAWN BY: T. UY
CHECKED BY: M. BARBER DATE: 04-MAR-2009

TITLE: SOLAR PHOTOVOLTAIC FACILITY

SHEET: ELECTRICAL
SOLAR POWER SYATEM
ONE LINE DIAGRAM

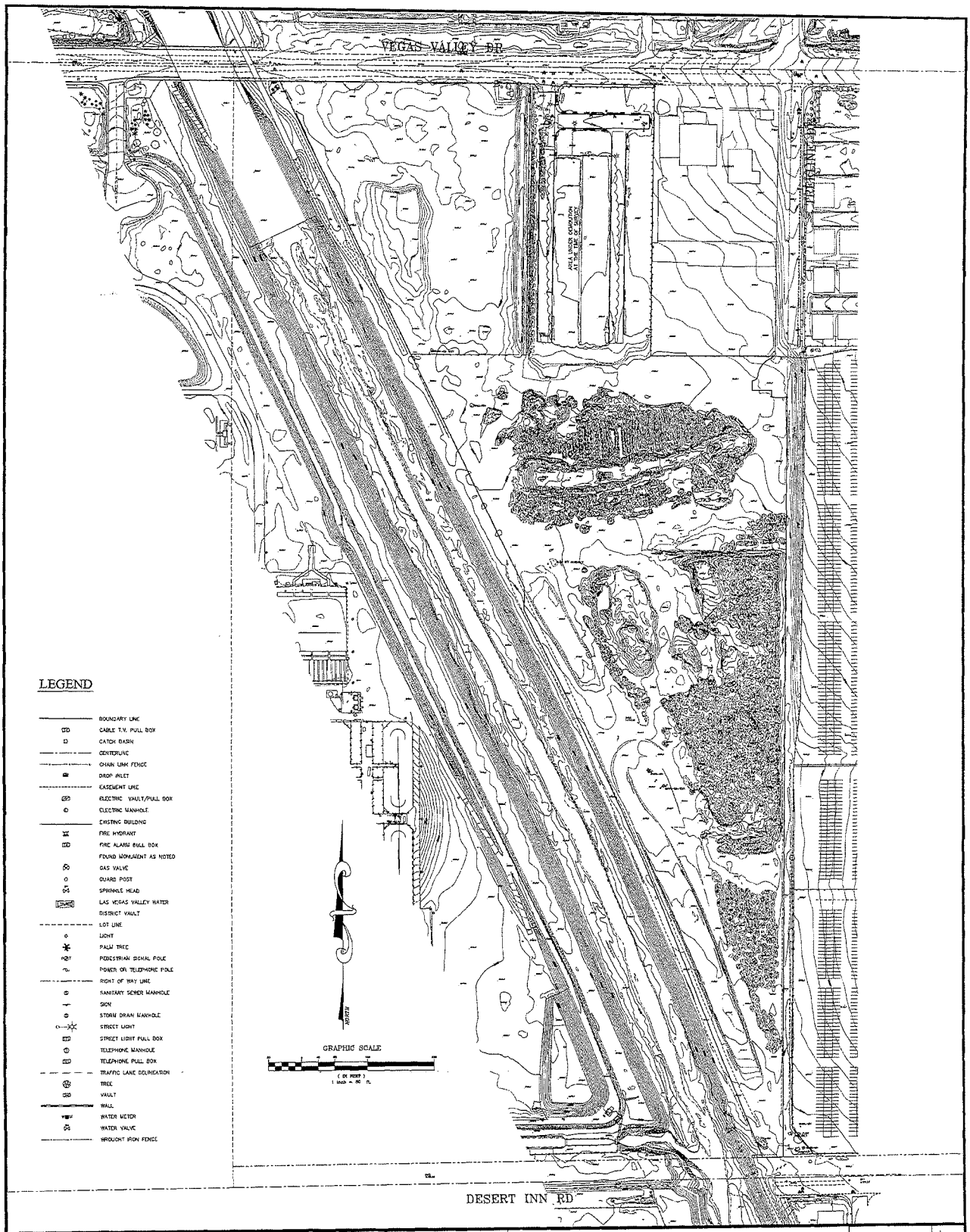
NOT FOR CONSTRUCTION

Sheet 3 of 3

DRAWING NO. E-1

BID No. XX.XXX.XX

FILENAME: 383881a01.dgn PLOT DATE: 4/1/2009



REVISIONS		
NO.	DESCRIPTION/DATE	BY

SURVEY SECTION	
DESIGNED BY:	DRAWN BY: JVT
CHECKED BY: ARR	DRAWING FILE NAME: WPFC SOLAR PLANT
DATE: 03-20-2009	FIELD BOOK NO.: FB 06-4X

DEPARTMENT OF PUBLIC WORKS

AERIAL TOPOGRAPHY

WATER POLLUTION CONTROL FACILITIES

CITY OF LAS VEGAS NEVADA

DRAWING NO.

Appendix A
Small Generator Interconnection Request

12012172

COPY

Attachment 2 to SGIP

Small Generator Interconnection Request (Application Form)

Transmission Provider: NV Energy

Designated Contact Person: Renee Hull

Address: 6100 Neil Road RENO, NEVADA 89511

Telephone Number: 775-834-5441

Fax: 775-834-3047

E-Mail Address: mull@nvenergy.com

An Interconnection Request is considered complete when it provides all applicable and correct information required below.

Preamble and Instructions
An Interconnection Customer who requests a Federal Energy Regulatory Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Transmission Provider.

Processing Fee or Deposit:
If the Interconnection Request is submitted under the Fast Track Process, the non-refundable processing fee is $500.
If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Transmission Provider a deposit not to exceed $1,000 towards the cost of the feasibility study.

Interconnection Customer Information
Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: City of Las Vegas

Contact Person: John Bettencourt

Mailing Address: ~~400 Stewart Ave~~ 6006 E. VEGAS VALLEY DRIVE

City Las Vegas State: NV Zip: ~~89101~~ 89142

Facility Location (if different from above): 6005 Vegas Valley Dr. Las Vegas, NV

Telephone (Day): 702-229-6560 Telephone (Evening): _____

Fax: 702-431-7611 E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title:

Address:

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: X New Small Generating Facility
_____ Capacity addition to Existing Small Generating Facility

If capacity addition to existing facility, please describe: _____

Will the Small Generating Facility be used for any of the following?
Net Metering? Yes___ No X
To Supply Power to the Interconnection Customer? Yes X No___
To Supply Power to Others? Yes___ No X

For installations at locations with existing electric service to which the proposed Small Generating Facility will interconnect, provide:

NV Energy

(Local Electric Service Provider*) (Existing Account Number*)

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Transmission Provider]

Contact Name: Manny Oreceo

Title: Major Accounts Executive

Address: ~~400 Stewart Ave., Las Vegas, NV 89101~~

6226 WEST SAHARA AVE. LAS VEGAS NEVADA 89151-0001

Fax: 702-657-4316 E-Mail Address: moroceo@nvenergy.com

Requested Point of Interconnection: Winterwood Substation Feeder ~~(Breaker 124)~~ JWS 8-20-09

Interconnection Customer's Requested In-Service Date: Dec. 31, 2010

Small Generating Facility Information
Data apply only to the Small Generating Facility, not the Interconnection Facilities.

Energy Source:
__Solar __Wind __Hydro Hydro Type (e.g. Run-of-River):_____
__Diesel __Natural Gas __Fuel Oil __Other (state type):_____

Prime Mover: __Fuel Cell __Recip Engine __Gas Turb __Steam Turb
__Microturbine __PV __Other

Type of Generator: ___Synchronous ___Induction ___Inverter

Generator Nameplate Rating: ~~4000~~ 5000 JWS kW (Typical)
Generator Nameplate kVAR: ~~4000~~ 5000 JWS 8-20-09

Interconnection Customer or Customer-Site Load: N/A kW (if none, so state)

Typical Reactive Load (if known): N/A

Maximum Physical Export Capability Requested: 0 kW

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. PV Modules	UL
2. Inverter (DC to AC)	UL
3. Transformers	UL
4. Switchgear (Low & Med Voltage)	UL
5.	

Is the prime mover compatible with the certified protective relay package? X Yes
____No

Generator (or solar collector)
Manufacturer, Model Name & Number: TBD
Version Number: _____

Nameplate Output Power Rating in kW: (Summer) ~~4000~~ 5000 (Winter) ~~4000~~ 5000
Nameplate Output Power Rating in kVA: (Summer) ~~4000~~ 5000 (Winter) ~~4000~~ 5000
JWS 8-20-09

Individual Generator Power Factor 0.9 Minimum (Exact PF TBD)
Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request: N/A _____ Elevation: _____ ___Single phase ___Three phase

Inverter Manufacturer, Model Name & Number (if used): Satcon PowerGate 500 kW 480V (Qty 8)

List of adjustable set points for the protective equipment or software: TBD

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Small Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: 280 Amps (At 12.47 KV) Instantaneous ___ or RMS? _

Harmonics Characteristics: THD < 3%

Start-up requirements: Per Inverter Requirments

Small Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____
(*) Neutral Grounding Resistor (If Applicable): _____ N/A

Synchronous Generators:
Direct Axis Synchronous Reactance, Xd: _____ P.U.
Direct Axis Transient Reactance, X'_d: _____ P.U.
Direct Axis Subtransient Reactance, X''_d: _____ P.U.
Negative Sequence Reactance, X_2: _____ P.U.
Zero Sequence Reactance, X_0: _____ P.U.
KVA Base: _____
Field Volts: _____
Field Amperes: _____

Induction Generators:
Motoring Power (kW): _____
I_2^2t or K (Heating Time Constant): _____
Rotor Resistance, Rr: _____

N/A

Stator Resistance, Rs: _____
Stator Reactance, Xs: _____
Rotor Reactance, Xr: _____
Magnetizing Reactance, Xm: _____
Short Circuit Reactance, Xd": _____
Exciting Current: _____
Temperature Rise: _____
Frame Size: _____
Design Letter: _____
Reactive Power Required In Vars (No Load): _____
Reactive Power Required In Vars (Full Load): _____
Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling? X Yes ___No

Will the transformer be provided by the Interconnection Customer? X Yes ___No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer: ___single phase X three phase? Size: 500 kVA
Transformer Impedance: ___% on ___kVA Base

If Three Phase:

Transformer Primary:	480	Volts	___	Delta	___	Wye X Wye Grounded
Transformer Secondary:	12470	Volts	X	Delta	___	Wye ___ Wye Grounded
Transformer Tertiary:	___	Volts	___	Delta	___	Wye ___ Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):
(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

(See Attached)

Manufacturer: Square D Type: Dry Size: 500 KVA Speed: _____

Interconnecting Circuit Breaker (if applicable): (TBD)

Manufacturer: _____ Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____
Trip Speed (Cycles): _____

Interconnection Protective Relays (If Applicable): (TBD)

If Microprocessor-Controlled:
List of Functions and Adjustable Setpoints for the protective equipment or software:

Setpoint Function	Minimum	Maximum
1.		
2.		
3.		
4.		
5.		
6.		

If Discrete Components:
(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____
Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____
Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____
Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____
Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____
Proposed Setting: _____

(TBD)

Current Transformer Data (If Applicable):
(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____
Type: _____ Accuracy Class: ___ Proposed Ratio Connection: ____

Manufacturer: _____
Type: _____ Accuracy Class: ___ Proposed Ratio Connection: ____

Potential Transformer Data (If Applicable): (TBD)

Manufacturer: _____
Type: _____ Accuracy Class: ___ Proposed Ratio Connection: ____

Manufacturer: _____
Type: _____ Accuracy Class: ___ Proposed Ratio Connection: ____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Small Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Small Generating Facility is larger than 50 kW. Is One-Line Diagram Enclosed?
X Yes ___ No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Small Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address)
6291 E. VEGAS VALLEY DRIVE, LV NV 89142
APN: 161-10-701-001 & 161-10-701-014

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? ___ Yes X No To Be Determined

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).
Are Schematic Drawings Enclosed? ___ Yes X No

To Be Determined

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: 7-20-07

Appendix B
Geotechnical Investigation

PRELIMINARY GEOTECHNICAL EVALUATION REPORT
CLV- WPCF SOLAR PHOTOVOLTAIC PROJECT
LOCATED NEAR THE SOUTHWEST CORNER OF
VEGAS VALLEY DRIVE AND TREE LINE DRIVE
CLARK COUNTY, NEVADA

Project No. 20092529E1
July 14, 2009

Prepared for:
CH2M Hill
2285 Corporate Circle Drive, Suite 200
Henderson, Nevada 89074

Prepared by:
Geotechnical & Environmental Services, Inc.
7150 Placid Street
Las Vegas, Nevada 89119

GES
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

PROVIDING
- Geotechnical Engineering
- Construction Materials Engineering
- Environmental Engineering
- Drilling Services

July 14, 2009
Project No. 20092529E1

Mr. Bruce A. Johnson, P.E.
CH2M HILL
2285 Corporate Circle Drive, Suite 200
Henderson, Nevada 89074

RE: Geotechnical Evaluation Report, City of Las Vegas- Water Pollution Control Facility Solar Photovoltaic Project, Located Near the Southwest Corner of Vegas Valley Drive and Tree Line Drive, Clark County, Nevada

Dear Mr. Johnson:

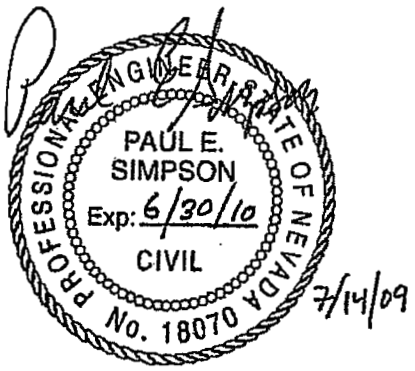
Geotechnical & Environmental Services, Inc. (GES) is pleased to present the Geotechnical Evaluation report for the proposed City of Las Vegas-Water Pollution Control Facility (WPCF) Solar Photovoltaic project located in Clark County, Nevada.

The Geotechnical Evaluation report includes the findings of the geologic review, the results of the field exploration including evaluation of existing uncontrolled fill and laboratory testing programs, and recommendations for site development.

We appreciate this opportunity to provide our professional services. If you have any questions or comments regarding this information, please feel free to contact our office.

Sincerely,

Geotechnical & Environmental Services, Inc.



7/14/09

Ch. Satish Kumar
Satish Chellaboina, E. I.
Engineering Intern

Paul E. Simpson, P.E.
Project Engineer

SC:PES: vm

Dist: 5 originals delivered to addressee
1 copy e-mailed to addressee at Bruce.Johnson1@ch2m.com
1 cc to Project File

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PRELIMINARY GEOTECHNICAL EVALUATION REPORT
CLV- WPCF SOLAR PHOTOVOLTAIC PROJECT
LOCATED NEAR THE SOUTHWEST CORNER OF
VEGAS VALLEY DRIVE AND TREE LINE DRIVE
CLARK COUNTY, NEVADA

1. INTRODUCTION

This report presents the results of a preliminary geotechnical evaluation performed by Geotechnical & Environmental Services, Inc. (GES) and preliminary recommendations for the proposed City of Las Vegas (CLV)–Water Pollution Control Facility (WPCF) Solar Photovoltaic project located near the southwest corner of Vegas Valley Drive and Tree Line Drive East of the Las Vegas wash channel in Clark County, Nevada. Figure A-1 presents a vicinity map showing the approximate location of the project site within the Las Vegas Valley. This report includes the findings of boring explorations and test pits, results of laboratory tests of borings, test pits, conclusions regarding the subsurface conditions at the site and uncontrolled fill piles, and preliminary geotechnical recommendations for design and construction of the project.

1.1. PURPOSE AND SCOPE

The purposes of our geotechnical study were to evaluate the subsurface and uncontrolled fill piles at the site and to provide preliminary design and construction recommendations for the intended redevelopment of the site. The information and recommendations presented in this report are preliminary and are presented for a design-build contractor to bid on the project. At the time of this geotechnical study the location and type of structures to be built on the site are not known. The design-build contractor may have to perform an additional study once final site layout and grades, structural loads, structure locations, and foundation types are known. The scope of this study included a review of referenced geologic literature and maps, a subsurface exploration, soil sampling, laboratory testing of selected soil samples, preliminary engineering evaluations and preparation of this report. In this regard, we have provided information and preliminary recommendations concerning:

- Geology and seismicity
- Seismic Site Class
- Subsurface materials and conditions
- Site earthwork, including, material volume changes, and structural fill and import fill criteria
- Pavement sections for dedicated on-site and non-dedicated off-site asphaltic concrete pavements
- Engineering parameters for the on-site soils to develop design parameters including:
  - Allowable bearing pressure for spread footings and minimum foundation depths and widths

- Estimated total and differential settlements of spread footing foundations
- Coefficient of friction for foundations
- Concrete mix design criteria

1.2. PROJECT DESCRIPTION

Our understanding of this project is based upon information received from the client, including the City of Las Vegas request for proposal, an aerial topography and conceptual plan, a preliminary civil plan, a site reconnaissance with the CH2M personnel, and our experience with similar projects. It is our understanding that the project is design-build and final grades and structure locations are not known at this time. An additional study may have to be performed by the design-build contractor based on the final project design.

Based on the provided documents, we understand that the proposed project will consist of the construction of a 3 to 4 megawatt solar power system. The solar panel system will include the installation of solar panel arrays with associated guidance systems supported by isolated pedestal or on-grade foundations with relatively light loads. In addition, we understand that the project will include grading of the subject site; construction of off-site improvements, an access road along the west boundary of the site, and a trail along the east side of the Las Vegas Wash; installation of a security fence around the subject site; and construction of a small building to house electrical equipment. The electrical equipment building is expected to be a single-story lightly loaded structure supported on spread footings with a slab-on-grade floor. We assume that loads on continuous spread footings supporting single-story structures at the site will not exceed 3 kips per lineal foot. The site design grades are not known at this time.

We understand that the off-site improvements will include the full widening including curbs, gutters, sidewalks and streetlights for about 500 linear feet along the south side of Vegas Valley Drive east of the Las Vegas Wash crossing and about 200 linear feet at the end of Tree Line Drive south of Vegas Valley Drive. Per the Boundary & Easements survey provided, we understand that Vegas Valley Drive is an 80 foot right-of-way (major collector) and Tree Line Drive is a 60-foot right-of-way (minor collector). We assume that Traffic Indicies of 8.5 and 6.5 may be used to adequately represent traffic volumes for Vegas Valley Drive and Tree Line Drive, respectively. We assume that a Traffic Index value of 5.5 may be used to adequately represent traffic volumes for the proposed asphalt paved trail and on-site asphalt paved access road.

1.3. SITE DESCRIPTION

Based on review of provided information and observations during a site reconnaissance and a subsurface site investigation, the project area is bordered on the north and south by Vegas Valley Drive and Desert Inn Road, respectively, with residential properties beyond, on the east by Tree Line Drive alignment and commercial developments, with residential properties beyond, and on the west by the existing Las Vegas Wash, with the City of Las Vegas Water Pollution Control facility beyond.

The subject site is located on approximately 29 acres of undeveloped land located south of Vegas Valley Drive between the Las Vegas Wash and the alignment of Tree Line Drive. The majority of the southern 2/3 of the site has been used as a spoils dump area for soils and debris, likely from nearby construction projects. Many of the piles are contiguous from end-dump trucks, except one large pile of imported reddish-brown cobbles located within the southern portion of the site parallel to the Las Vegas Wash. Within the piles are scattered large caliche boulders, large pieces of crushed asphalt pavement and waste concrete, plastic wire insulation, and various landscape debris. The spoils vary in soil type from boulders and cobbles to poorly graded gravels to clays and silts. The actual depths and lateral extent of the fill piles are unknown, but it is likely that spread fill exists across the site and beneath the spoils piles to depths of at least a few feet to several feet.

Within the central portion of the northern half of the site, a partially constructed subdivision exists that contains the remains of dedicated improvements including asphalt roadways and concrete curbs and gutters. Some demolition of asphalt pavements had already been performed prior to our site visit. Although no structures were observed above the existing ground surface, it is likely that underground utilities exist beneath the asphalt pavements and previously graded building pads. Up to 9 feet of fill was observed in the area underlying the demolished asphalt pavement, without engineering documentation this fill is considered uncontrolled. Several CMU retaining and block fence walls have been constructed along the north and west sides of this development to heights of about 6 feet.

Along the western boundary line of the site, the SNWA East Valley lateral underground water transmission line is present as indicated at the ground surface by concrete markers or vaults. The water transmission line is located within a 100-foot wide easement extending the full length of the site from south to north. A multi-use trail easement is also located parallel to the Las Vegas Wash just west of the SNWA East Valley Lateral easement. A weathered steel pedestrian bridge

crosses Vegas Valley Drive near the northwest corner of the site, which drops down to an existing asphalt paved trail that extends approximately 700 feet south from Vegas Valley Drive. Overhead telephone lines are present adjacent to the northern boundary of the site along Vegas Valley Drive. Chain link fence is present along the northern boundary of the site adjacent to Vegas Valley Drive and along the trail extending approximately 700 feet south from Vegas Valley Drive. Vegetation at the subject site consists primarily of native desert plants. The project site generally slopes downward towards the southwest.

1.4. FIELD EXPLORATION

GES evaluated the subsurface conditions on June 3, 2009, by drilling five borings (B-1 through B-5) at the site to depths of approximately 11.5 feet each below the existing ground. The total footage drilled was approximately 57 lineal feet. GES also evaluated the subsurface conditions on June 4, 2009, by excavating five exploratory test pits (TP-1 through TP-5) to maximum depths of approximately 10 feet below the existing ground surface. Figure A-2 presents a site plan showing the approximate exploration locations.

A GES representative directed and supervised the subsurface explorations and exploratory test pits, maintaining detailed logs of the subsurface conditions, classifying the soils encountered, and obtaining relatively undisturbed and bulk soil samples. The soils encountered were classified in general accordance with the Unified Soil Classification System (USCS). A Key to Symbols and Terms utilized on the exploration logs is presented on Figure A-3. The exploration logs are presented in Appendix A.

The borings were drilled with a Diedrich D-50 track-mounted drill rig using 7-inch nominal outside diameter hollow stem augers. Relatively undisturbed soil samples and penetration blow counts were obtained with a 3-inch outside diameter ring-lined drive sampler in general accordance with ASTM D 3550. The sampler was driven with a 140-pound automatic trip hammer falling about 30 inches. Pocket penetrometer tests were also performed in the field on selected clayey specimens as an indication of soil consistency. The results of these pocket penetrometer tests are shown on the boring logs at their respective sampling depth. The penetration resistance (hammer blows) measured by driving the sampler was used to evaluate the density and consistency of the in-place soil. Bulk samples were also obtained at selected intervals. The boreholes were then backfilled with soil cuttings. The test pits were excavated with a Case tire-mounted back-hoe using 24-inch nominal width bucket. Bulk samples were obtained from the excavated spoils for each material type encountered. The excavations were then backfilled with spoils.

In addition GES obtained samples from the existing uncontrolled fill piles from five locations, C-1 through C-5, at the site. The materials obtained from each sample location were blended so that the resulting samples were a composite of the materials obtained at each location. The results of the laboratory testing and conclusions developed regarding the suitability of the fill soils to be used as structural fill beneath improvements are presented in Appendix C of the report.

1.5. LABORATORY TESTING

The laboratory testing program consisted of tests to classify the on-site, subsurface soils and to evaluate engineering and physical properties. The tests performed and a summary of the results are tabulated below:

Table 1.5.-1 Laboratory Test Summary

Type of Test		Range of Results
In-Place Dry Density		89.9 to 120.1 pcf
In-Place Moisture Content		2.4 to 23.3 percent
Liquid Limit		NV to 29
Plasticity Index		NP to 13
Maximum Dry Density		123.0 to 134.0
Optimum Moisture		8.0 to 12.0
R-Value		4 and 39
In-Place Swell Potential (Section 1802.3.3 of the SNBCA)		1 to 4 percent
Remolded Swell Potential (Section 1802.3.3 of the SNBCA)		5 to 17 percent
Expansion Potential (ASTM D 9999)		-1 to 0 percent
Hydro-Collapse Potential		1 to 5 percent
Chemical Testing	pH	8.26 to 8.69
	Red-Ox	588 to 630
	Sulfate	0.47 and 1.28 percent
	Sulfide	Nil
	Total Salts	1.16 to 2.21 percent
	Chloride	0.00 to 0.13 percent
	Solubility	1.16 to 2.21 percent

The test results are presented in Appendix A on the boring logs and on test reports presented on Appendix B. Detailed descriptions of the laboratory tests performed are also presented in Appendix B.

2. DISCUSSION

The following sections describe the geology and seismicity at the site and the encountered subsurface materials and conditions.

2.1. GEOLOGY AND SEISMICITY

The geology of the Las Vegas Valley is characterized by a deep sequence of alluvial deposits that are believed to have been deposited beginning in the Miocene epoch. The subject site is located on the referenced Geologic Map of the Las Vegas NE Quadrangle, Clark County, Nevada predominantly within an area mapped as active alluvium (Qa) comprised of sand to pebble and cobble gravel occurring as thin veneers mostly unconsolidated, but locally cemented by caliche. The southern portion of the subject site is also underlain by well dissected alluvial fan deposits (Qf_2) comprised of pebble-cobble gravel interlayered with sand with slightly to well consolidated cemented layers. Based on review of the Clark County Soil Guidelines map, the site is located within a previously mapped special geotechnical consideration area consisting of potential drainage areas or recent sediment deposits that may contain areas of solubility, clay swell, corrosion, gypsum salt, expansive or hydro-collapsible potential. Based on our review of the Clark County Expansive Soil Guidelines Map, the majority of the site is located within a previously mapped special geotechnical consideration area for moderate (4 to 8 percent) expansion potential.

Based on the referenced Geologic Map of the Las Vegas NE Quadrangle, there are no known mapped concealed, inferred and known fault lineaments crossing or within the close proximity of the subject site. Based on a review of referenced geologic maps and literature the nearest mapped Quaternary age tectonic faults are the Eglington fault and Frenchman Mountain fault, located approximately 12 miles northwest and 1.5 miles east of the site, respectively, although there is a debate among local geologists that the Eglington fault is Holocene in age. The nearest mapped Holocene active fault (i.e., a fault that has moved within the last 10,000 years) is the Black Hills Fault, located approximately 14 miles south of the site (USGS). The nearest mapped fissure zone is located approximately 5 miles southwest of the site (dePolo and Bell, 2000). Based on the results of our review of available literature, it is our opinion that the potential for fault-related surface rupture at the site is negligible.

2.2. SUBSURFACE MATERIALS AND CONDITIONS

The following sections describe the fill and native soils and groundwater encountered in the borings and test pits. The exploration logs in Appendix B present detailed information regarding subsurface materials and conditions.

2.2.1. FILL

A 4-inch thick layer of crushed asphaltic concrete layer was encountered at the surface of the exploratory test pit TP-4. Fill soils were encountered in the borings and test pits performed as part

of this study to depths of up to 9 feet in the explored borings B-1 through B-5, and test pits TP-1 through TP-5. The fill consists of dry to moist, poorly graded gravel with sand and silt, silty sand with gravel, poorly graded sand with silt and gravel, and clayey sand. Based on our observations at the site and previously explained that the subject site was being used as spoils dump area, fill soils should also be anticipated to be encountered at other locations within the subject site.

The existing fill soils at the site should be considered uncontrolled unless documentation is provided to indicate that such fill soils were placed under the supervision of a Geotechnical Engineer. The term uncontrolled fill soils refers to man-made fill which was placed without engineering observation, testing, or documentation. The existing uncontrolled fill at the site is unsuitable in its present condition for the support of the proposed improvements, and other planned improvements, and should be overexcavated and processed for subsequent use as structural fill should it meet the recommendations set forth in this report, or alternatively hauled off the site.

2.2.2. NATIVE SOIL

In general, the native subsurface soils encountered in borings B-1 through B-5 consisted mostly of layers of moist, loose to medium dense silty sand, silty gravel, clayey sand and gravel, and stiff to very stiff lean clay, sandy lean clay, and lean clay with sand with varying amounts of sand and gravel. Moist and loose clayey gravel with sand was encountered in boring B-3 at a depth of approximately 6.5 feet and moist and dense silty gravel with sand was encountered in boring B-5 at a depth of approximately 3.5 feet below the surface. The native subsurface soils encountered in test pits, TP-1 through TP-5, generally consisted of moist clayey sand, silty sand, and silty sand with gravel and moist lean clay and sandy lean clay. Slightly to moderately gypsiferous native soils were observed in borings B-1 and B-5 and test pits TP-2, TP-3 and TP-5.

Although not encountered in our borings and test pits, moderately to strongly cemented, hard and difficult to excavate soils could be encountered at locations beyond or between our boring locations. Moderately cemented soil refers to rock-like soil that will crumble or break with considerable finger pressure and typically is not anticipated to cause excavation difficulties for heavy duty excavation equipment. Strongly cemented soil refers to rock-like soil that will not crumble or break at any finger pressure and typically requires heavy duty equipment to excavate. In general, heavy-duty backhoe, ripper, hoe-ram, headache ball, rock-saw or similar rock excavation techniques are typically needed to excavate strongly cemented rock-like

material. The contractor should perform the independent investigations necessary to determine the type of equipment required to perform the work.

The near-surface soils generally exhibit a low to medium plasticity, and a low to critical swell potential. Based on the density of the soils encountered, the amounts of fine-grained materials present at the site, and the result of laboratory testing the site soils are anticipated to have a low to moderate hydro-collapse potential. Based on the results of the chemical tests, the on-site soils contain a severe concentration of water soluble sulfates and should be considered to have a severe concrete sulfate attack potential as defined in Table 4.3.1 of American Concrete Institute (ACI) Publication 318 per Section 1904.3 of the 2006 IBC. The on-site soils may be considered as a slightly soluble. For the purposes of this study, slightly soluble refers to soil with less than 2.50 percent by dry weight soluble solids as determined by American Water Works Association (AWWA) standard test method 2540 C. The results of the suite of chemical tests are presented in Appendix B.

2.2.3. GROUNDWATER

Groundwater was not encountered in the explored borings and test pits at the site. However, due to the proximity of the existing Las Vegas Wash at the western boundary of the site, groundwater level might be shallow at the western boundary of the site. Groundwater levels should be anticipated to fluctuate due to seasonal precipitation changes, groundwater withdrawal and recharge, and irrigation practices. A detailed evaluation of possible groundwater fluctuations is beyond the scope of this investigation.

3. CONCLUSIONS

Based on the results of our field exploration and laboratory testing programs, it is our opinion that there are no known geologic or geotechnical conditions that would prevent development of the site. It is also our opinion that there are some geotechnical considerations that will affect site development, including the presence of collapsible soils, uncontrolled fill, and scattered fill piles, as described below.

- Based on the results of laboratory tests performed on soils obtained from our explorations, the tested subsurface soils have a low to critical swell potential (greater than 12 percent) as measured by Section 1802.3.3 of the Southern Nevada Amendments to the 2006 International Building Code.
- The subsurface on-site soils have a low to moderate hydro-collapse potential.

- The tested on-site soils have up to a severe concrete sulfate exposure and a low chemical-induced heave potential as determined by AWWA Standard Test Methods 3500-Na D and 4500 E.

- Groundwater was not encountered in borings located adjacent to the existing wash. Groundwater conditions might be anticipated in this area if excavations are planned in these areas.

- Previously demolished structure including crushed asphaltic concrete pavement and buried block wall was located in the central portion of the northern half of the site. Remnants of this building may be present below the ground surface and are unsuitable as structural fill or for support of proposed improvements. Due to the age of development at the site, remnants from additional improvements including underground improvements could be present at the site.

- Debris including buried wire and underlying organic-rich soils should be removed from proposed structural improvement areas. Debris and other vegetation will not be suitable for placement as structural at the site.

- Based on our understanding of the project and the results of our laboratory tests performed on the site soils, it is our opinion that soil materials at the site classify as category 4c soils based on Table 1704.7 of the Southern Nevada Amendments to the 2006 International Building Code.

- Fill soils, consisting of about 4 inches of crushed asphalt concrete pavement and up to about 9 feet of poorly graded gravel with sand and silt, silty sand with gravel, poorly graded sand with silt and gravel, and clayey sand, were penetrated in the borings and test pits. These materials should be considered uncontrolled fill unless documentation of their placement and compaction is provided. Based upon the presence of demolished structures and spoils dump piles across the site, areas of uncontrolled fill between and beyond our explored locations at the site will be present. The term uncontrolled fill refers to man-made fill which was placed without engineering observation, testing, or documentation. The uncontrolled fill should be considered unsuitable in its present condition and should be overexcavated from improvement areas and replaced with properly processed and compacted structural fill.

- Based on the consistency of the soils encountered in the borings to depths of approximately 10 feet and because groundwater was not encountered in the explorations, we anticipate that the potential for liquefaction at the site is relatively negligible. The explorations were limited to depths of approximately 10 feet below the existing ground surface, the final design for the facility including changes in site grades may influence the liquefaction potential at the site. The design-build contractor should verify the liquefaction potential for the site based on the final design, this may include a study of seasonal groundwater elevation and explorations to evaluate the soils to greater depths.

- Since deep subsurface information is not available for the site, a Site Class D as defined in Table 1613.5.2 of the 2006 IBC is recommended for the project site.

4. PRELIMINARY RECOMMENDATIONS

The following sections present preliminary recommendations concerning proposed redevelopment of the subject site. These preliminary recommendations are based upon our understanding of the project, the engineering properties of the tested on-site soils, the geologic conditions that are

presented in this report, and the assumption that an adequate number of tests and observations will be made during construction to evaluate compliance with these recommendations. Based on the final design, including site layout and grades, structural loads, structure locations and foundation types, the preliminary recommendations presented may not be applicable for the site and additional study may need to be done. The design-build contractor should evaluate whether the information and preliminary recommendations presented in this report are applicable for the final design and perform additional studies, if necessary.

4.1. EARTHWORK

Based on the results of our field exploration and laboratory testing programs, our understanding and assumptions about the proposed development, it is our opinion that the following earthwork recommendations may be applicable to the project.

As previously mentioned, the existing demolished structure, piles of debris, organic soils, uncontrolled fill, deleterious material, and loose surficial native soil encountered should be removed from the improvement areas. Uncontrolled fill and loose or disturbed native soils should also be excavated from beneath the proposed improvement areas. Any near-surface organic-rich soils should also be excavated in their entirety to reduce the potential for future organic decomposition-related settlement to structures or the depth of removal of the organic-rich soils should be evaluated by the Geotechnical Engineer during grading operations. Existing piles of debris, including wire insulation, cans, and garbage and underlying organic-rich soils, removed during clearing and grubbing will not be suitable for placement in structural fills.

Due to the presence of uncontrolled fill, possible uncontrolled backfill of excavations from the demolished structure at the site, loose shallow native soils and collapsible soils in the areas of some proposed improvements, the near-surface soils are not suitable in their present condition for the support of structure foundations, pavements, and exterior concrete flatwork and slabs-on-grade. In order to reduce the potential for soil movement-related distress, we recommend that after the removal of uncontrolled fill, the proposed structures at the site be supported on a zone of structural fill as described in the following table.

Table 4.1.-1 Recommended Structural Fill Thickness

Description	Recommended Depth of Structural Fill
Post-Tensioned Concrete Slabs-on-Grade and Conventional Footings	At least 24 inches below the bottom of the aggregate base or footing bottom
Asphalt Concrete Pavement and Exterior Concrete Flatwork	At least 18 inches below the bottom of aggregate base

It may be necessary to overexcavate the existing native soils to provide the recommended structural fill thickness. The recommended structural fill thickness described in Table 4.1.-1 are in addition to the excavation of uncontrolled fill and other unsuitable materials.

The recommended excavations should extend laterally beyond the edges of footings or post-tensioned concrete slabs-on-grade a minimum of 5 feet or a distance equal to the depth of the excavation beneath foundation bottoms, whichever is deeper. For pavements and concrete flatwork, the recommended excavation should extend laterally at least 2 feet beyond the edges.

After the removal of existing unsuitable soils and any recommended excavations, the exposed native soils in structural areas should be scarified to a depth of at least 12 inches, moisture conditioned to 2 percent or greater above the optimum moisture content, and compacted to at least 90 percent of the maximum dry density, as determined by ASTM D 1557. The excavation depths may be terminated on moderately or strongly cemented soil at the discretion of the Geotechnical Engineer.

If both cemented and uncemented materials are present at the bottom of footing excavations, the cemented material should be removed to a depth of at least 12 inches below bottom of footing and replaced with compacted structural fill. As an alternative, the uncemented material may be removed to expose underlying cemented material throughout the footing area, if any, and replaced with lean mix concrete.

Excavated native on-site soils to be used as structural fill underlying concrete slabs-on-grade, foundations, or other improvements should be processed to satisfy the following recommendations. Native materials at the site should be evaluated during construction by the Geotechnical Engineer prior to their placement as structural fill.

- Structural fill should have an organic content of less than 5 percent as measured by ASTM D 2974
- Imported fill materials should be free of debris, organic materials, and other deleterious materials.
- Structural fill should not contain any rocks or similar irreducible materials greater than 4 inches in nominal dimension
- Structural fill should have a liquid limit of less than 30 and plasticity index of less than 15

- Structural fill should have a low to moderate remolded swell potential (less than 8 percent) as determined per the procedure outlined in Section 1802.3.3 of the Southern Nevada Amendments to the 2006 International Building Code
- Structural fill should have a solubility less than 2.00 percent
- Soils placed in on-site asphalt concrete pavement areas should have an R-Value of at least 20

Imported materials used for structural fill should satisfy the following recommendations. Samples of materials proposed for use as imported structural fill should be submitted to the Geotechnical Engineer for testing and evaluation prior to being transported to the site.

- Imported fill materials should be similar to the on-site soils with between 15 percent and 50 percent passing the No. 200 sieve and 100 percent passing the 4-inch sieve.
- Imported fill materials should have a liquid limit of less than 30 and plasticity index of less than 15.
- Imported fill materials should have a low to moderate remolded swell potential of less than 8 percent as determined per the procedure outlined in Section 1802.3.3 of the Southern Nevada Amendments to the 2006 International Building Code.
- Imported fill materials should contain less than 2.00 percent by dry weight soluble solids as determined by American Water Works Associated (AWWA) standard test method 2540 C.
- Imported fill materials should contain less than 1.00 percent by dry weight soluble sulfate as determined by AWWA standard test method 4500 E.
- Imported fill materials should be free of debris, organic materials, and other deleterious materials.
- Imported fill soils placed in on-site asphalt concrete pavement areas should have an R-Value of at least 20

Structural fill or imported fill should be placed in loose lifts up to 8 inches thick, uniformly moisture conditioned to 2 percent or greater above the optimum moisture content, and compacted to at least 90 percent of the maximum dry density as determined by ASTM D 1557. The upper at least 8 inches of subgrade soils beneath pavement aggregate base should be compacted to at least 95 percent of the maximum dry density as determined by ASTM D 1557 or AASHTO T180. Backfill placed against footings should be moisture conditioned and compacted as recommended for structural fill.

In-place density and moisture tests should be performed in accordance with ASTM D 2922 and ASTM D 3017, respectively, or alternatively in accordance with ASTM D 1556. The test frequency

should be at least one test per 500 cubic feet of fill material placed or at least one test per lift of fill material placed, whichever is greater.

4.2. EXCAVATION CONSIDERATIONS

Excavations greater than 4 feet in depth into uncemented soils are not expected to stand vertically. Excavations greater than 4 feet in depth should be sloped back in accordance with the maximum allowable slope ratios presented in Appendix B to Subpart P of Occupational Safety and Health Standards for the Construction Industry (OSHA) 29 CFR, State of Nevada, Division of Occupational Safety and Health, Part 1926. The soil type definitions in Appendix A to Subpart P of OSHA 29 CFR, Part 1926 should be applied to soils encountered in excavations to determine the maximum allowable slope ratio. As an alternative to sloped excavation sidewalls, excavations could be shored and braced. Shoring and bracing should be designed in accordance with Appendices C and D to Subpart P of OSHA 29 CFR, Part 1926. Safety of construction personnel is the responsibility of the contractor.

4.3. MATERIAL VOLUME CHANGES

Based on our experience, it is our opinion that there will be a reduction in volume when the on-site subsurface soils are excavated and compacted. Shrinkage of the on-site subsurface soils is estimated to be in the range of 10 to 20 percent when compacted to at least 90 percent of the maximum dry density (ASTM D 1557). Accordingly, with shrinkage of 10 to 20 percent, one cubic yard of excavated native soils compacted to 90 percent relative compaction (ASTM D 1557) would generate approximately 0.90 to 0.80 cubic yards of structural fill, respectively.

4.4. SEISMIC SITE CLASS

Since deep subsurface soils information is not known for this site, a Site Class D as defined in Table 1613.5.2 of the 2006 IBC may be assumed for design for the project site.

The following seismic design parameters based on the 2006 IBC may be utilized using representative site coordinates of 36.1336 degrees latitude and -115.0345 degrees longitude.

Table 4.4.-1 Spectral Response Accelerations and Site Coefficients

Spectral Response Acceleration At Short Periods, S_s [1]	Spectral Response Acceleration At 1-Second Period, S_1 [2]	Site Coefficient, F_a [3]	Site Coefficient, F_v [4]
0.600g	0.181g	1.32	2.078

(1) Per Figure 1613.5(1) of the 2006 IBC
(2) Per Figure 1613.5(2) of the 2006 IBC
(3) Per Table 1613.5.3(1) of the 2006 IBC
(4) Per Table 1613.5.3(2) of the 2006 IBC

4.5. UNDERGROUND UTILITIES

Utility trench backfill placement procedures should meet the specifications outlined in the Standard Specifications. The majority of the near-surface, on-site uncemented soils are not anticipated to meet the specifications for Selected Backfill as outlined in Subsection 207.02.01 of the Standard Specifications. However, excavated soils may be used as common trench backfill for buried on-site utilities provided they have a remolded swell potential of less than 8 percent, and should be moisture conditioned to 2 percent or greater above the optimum moisture content and compacted to at least 90 percent of the maximum dry density (ASTM D 1557 or AASHTO T180). Suitability and compaction of trench backfill should be evaluated during construction. Materials proposed for use as common trench backfill for buried off-site utilities should be sampled, tested and submitted to the governing agency during construction.

Due to the nature of the on-site soils and anticipated drainage conditions, ponding or jetting of utility trench backfill will not be acceptable. Trench backfill should be compacted by mechanical means only.

4.6. SHALLOW SPREAD FOOTINGS

We understand that the proposed electrical equipment building will be supported on spread footings with a slab-on-grade floor. Shallow spread footings supporting structure walls should be founded on a zone of at least 24 inches of properly compacted structural fill as previously described. Footings supporting structures should not be founded partially on properly compacted structural fill and partially on cemented soils. If both cemented and uncemented materials are present at the bottom of the footing excavation, the cemented material should be removed to a depth of at least 12 inches below bottom of footing and replaced with compacted structural fill. As an alternative, the uncemented material may be removed to expose underlying cemented material throughout the footing area, if any, and replaced with lean mix concrete.

Spread footings should be established at least 18 inches below the lowest adjacent final compacted subgrade and be at least 12 inches wide. Footings that are founded entirely on properly compacted structural fill and that are at least 12 inches wide and embedded at least 18 inches may be designed based on an allowable net dead plus sustained live load bearing pressure of 1,500 pounds per square foot (psf). The allowable bearing pressure for conventional spread footings may be increased by 500 psf for each additional foot of embedment or 250 psf for each additional foot of width up to a maximum allowable pressure of 2,500 psf. The allowable bearing pressures may be increased by one-third for temporary wind or seismic loads. The allowable

bearing pressure presented above includes a factor of safety against general bearing capacity failure of at least 2.5. Provided that the earthwork recommendations presented are followed and structural loads do not exceed 3 kips per lineal foot for continuous footings, total and differential settlements are not anticipated to exceed 1 and ½ inch, respectively. Should structural loads exceed our limitations, we should be provided the opportunity to re-evaluate our settlement estimates.

Resistance to lateral loads may be calculated using both passive lateral earth support and friction developing between the footing and underlying soil. The passive lateral earth support for footings may be based upon an allowable equivalent fluid density of 240 pounds per cubic foot up to a maximum allowable passive lateral pressure of up to 2,400 pounds per square foot. A coefficient of friction of 0.23 may be used for the interface between the footing and underlying properly compacted structural fill. The values for passive equivalent fluid density and base coefficient of friction include a factor of safety of 1.5.

4.7. EXTERIOR CONCRETE FLATWORK

Exterior concrete flatwork should be underlain by at least 4 inches of Type II Aggregate Base underlain by a zone of at least 18 inches of properly compacted structural fill as previously described. The Type II Aggregate Base should be moisture conditioned to within 2 percent of optimum and compacted to at least 95 percent of the maximum laboratory dry density (ASTM D 1557 or AASHTO T180). Type II Aggregate Base should conform to the criteria presented in Section 704.03.04 of the Standard Specifications.

To facilitate curing of slabs, aggregate base materials should be kept moist prior to placement of concrete. Excessive slump (due to a high water-cement ratio) of the concrete and/or improper curing procedures could lead to excessive shrinkage, cracking or curling of slabs-on-grade and exterior concrete flatwork. Concrete placement and curing operations should be performed in accordance with the American Concrete Institute (ACI) Manual of Concrete Practice.

4.8. PRELIMINARY DEDICATED OFF-SITE ASPHALT CONCRETE PAVEMENTS

Dedicated Asphalt concrete (AC) material and placement procedures should conform to the appropriate sections of the "Standard Specifications". Laboratory R-value testing indicate the values of 4 and 39 for subgrade soils, and presented in Appendix B. Based on the results of our R-value testing, a design R-value of 20 was assumed. Our preliminary recommendations for the design of the asphalt concrete pavement sections are tabulated below. Our calculations were

based on 80 percent reliability, standard deviation of 0.45, initial serviceability of 4.2, terminal serviceability of 2.5, and resilient modulus, M_R, of 4,846 psi for an R-value of 20.

Table 4.8.-1 Preliminary Dedicated Asphalt Concrete Pavement Sections

Pavement Area	Traffic Index	Design R-Value	Asphalt Concrete Thickness (Inches)	Type II Aggregate Base Thickness (Inches)
Vegas Valley Drive (80' ROW)	8.5	20	5.0	15
Tree Line Drive (60' ROW)	6.5	20	3.5	10

The preliminary pavement section presented above is for planning purposes only. The preliminary minimum section assumes soils placed as structural fill underlying pavement sections will have a fill blanket of at least 18 inches and an R-value of at least 20. Final pavement sections should be determined based on the results of R-value, gradation, and Atterberg Limit tests performed on subgrade soils exposed during construction of roadways.

Prior to placing the supportive Aggregate Base at least the upper 8 inches of subgrade soils should be uniformly moisture conditioned to at least the optimum moisture content, and compacted to at least 95 percent of the maximum dry density. Scarification may be terminated at a shallower depth or omitted entirely if moderately to strongly cemented soil is encountered, at the discretion of the Engineer, based on actual soil conditions observed at the site.

Type II Aggregate Base should be placed in accordance with Section 302 of the "Standard Specifications" and should be compacted to at least 95 percent of the maximum dry density. Aggregate base and asphalt pavement materials and construction methods should meet the requirements set forth in the "Standard Specifications".

4.9. NON-DEDICATED ASPHALT CONCRETE PAVEMENT

Laboratory R-value testing indicate the values of 4 and 39 for subgrade soils, and presented in Appendix B. Based on the results of our R-value testing, a design R-value of 20 was assumed. Our recommendation for the design of the asphalt concrete pavement section is tabulated below. Our calculations were based on 80 percent reliability, standard deviation of 0.45, initial serviceability of 4.2, terminal serviceability of 2.5, and resilient modulus, M_R, of 4,846 psi for an R-value of 20.

Table 4.9.-1 Minimum Non-Dedicated Asphalt Concrete Pavement Section

Traffic Condition	Traffic Index	Asphalt Thickness, (Inches)	Type II Aggregate Base Thickness, (Inches)
Heavy Truck Traffic	5.5	3.0	8.0

The recommended minimum section assumes soils placed as structural fill underlying pavement sections will have a fill blanket of at least 18 inches and an R-value of at least 20. If soils with R-Values less than 20 are placed as structural fill in asphalt concrete pavement sections the asphalt concrete pavement sections should be reevaluated.

Prior to placing the supportive Aggregate Base at least the upper 8 inches of subgrade soils should be uniformly moisture conditioned to at least the optimum moisture content, and compacted to at least 95 percent of the maximum dry density. Scarification may be terminated at a shallower depth or omitted entirely if moderately to strongly cemented soil is encountered, at the discretion of the Engineer, based on actual soil conditions observed at the site.

Type II Aggregate Base should be placed in accordance with Section 302 of the "Standard Specifications" and should be compacted to at least 95 percent of the maximum dry density. Aggregate base and asphalt pavement materials and construction methods should meet the requirements set forth in the "Standard Specifications".

4.10. DRAINAGE AND MOISTURE PROTECTION

Finished grades should slope away from the structure perimeters in all directions away from the structure for a distance of at least 5 feet at a slope of at least 3 percent. Where practicable, the areas around the structures should be covered with asphalt pavements or exterior concrete flatwork to ensure that all water is directed away from the structures as rapidly as possible.

Landscaping vegetation and watering should conform to the applicable Southern Nevada Water Authority (SNWA) watering restrictions at the time of construction. Based on our findings, we recommend that any trees and shrubs be avoided within 5 feet of buildings, concrete pads, block walls, and retaining walls. Shrubs and trees should require little water to sustain life and be irrigated with a drip system. It is also beneficial to eliminate potential sources of water adjacent to concrete flatwork and pavements to prevent wetting of any moisture sensitive subgrade soils.

4.11. SOIL CORROSIVITY

Based on the results of chemical testing, the tested on-site soils have up to a severe sulfate exposure as defined in Table 4.3.1 of ACI Publication 318 per Section 1904.3 of the 2006 IBC. Concrete used in foundations that may directly or indirectly contact the native soils should contain Type V sulfate resistant cement, have a maximum water-cement ratio of 0.45, and have a 28-day unconfined compressive strength of at least 4,500 pounds per square inch. We recommend that a Corrosion Engineer be consulted for protection recommendations for any buried metal pipe. Metal pipe may be protected by using cathodic protection or pipe coatings and wrappings, or, as an alternative, PVC pipe may be used if allowed by agency requirements.

5. LIMITATIONS

The preliminary recommendations contained in this report are based on field exploration, laboratory testing, research of pertinent maps and literature, and our understanding and assumptions of the proposed construction. The soil data used in the preparation of this report were obtained from five borings and five exploratory test pits performed at the site. It is possible that variation in the soil conditions will exist between the locations explored. Therefore, if any soil conditions are encountered at the site that are different from those outlined in this report, Geotechnical & Environmental Services, Inc. should be immediately notified so that we may review the situation that exists and make supplementary recommendations as needed. The information and recommendations presented in this report are preliminary and are presented for a design-build contractor to bid on the project. At the time of this geotechnical study the location and type of structures to be built on the site are not known. The design-build contractor may have to perform an additional study once final site layout and grades, structural loads, structure locations, and foundation types are known.

The preliminary recommendations presented in this report are based on the assumption that an adequate number of tests and observations will be made during site construction to evaluate compliance with the recommendations. These tests and observations should be provided under the direction of a qualified Geotechnical Engineer. Such testing and observations should include but not be limited to the following:

- Review of site construction plans for conformance with the soils investigation.
- Observation and testing during site preparation, earthwork, and placement of aggregate base and concrete.
- Consultation as may be required during construction.

Our services were performed using that degree of care and skill ordinarily exercised under similar circumstances by reputable engineering firms in this or similar localities. No other warranties, either expressed or implied, are included or intended in this report.

6. REFERENCES

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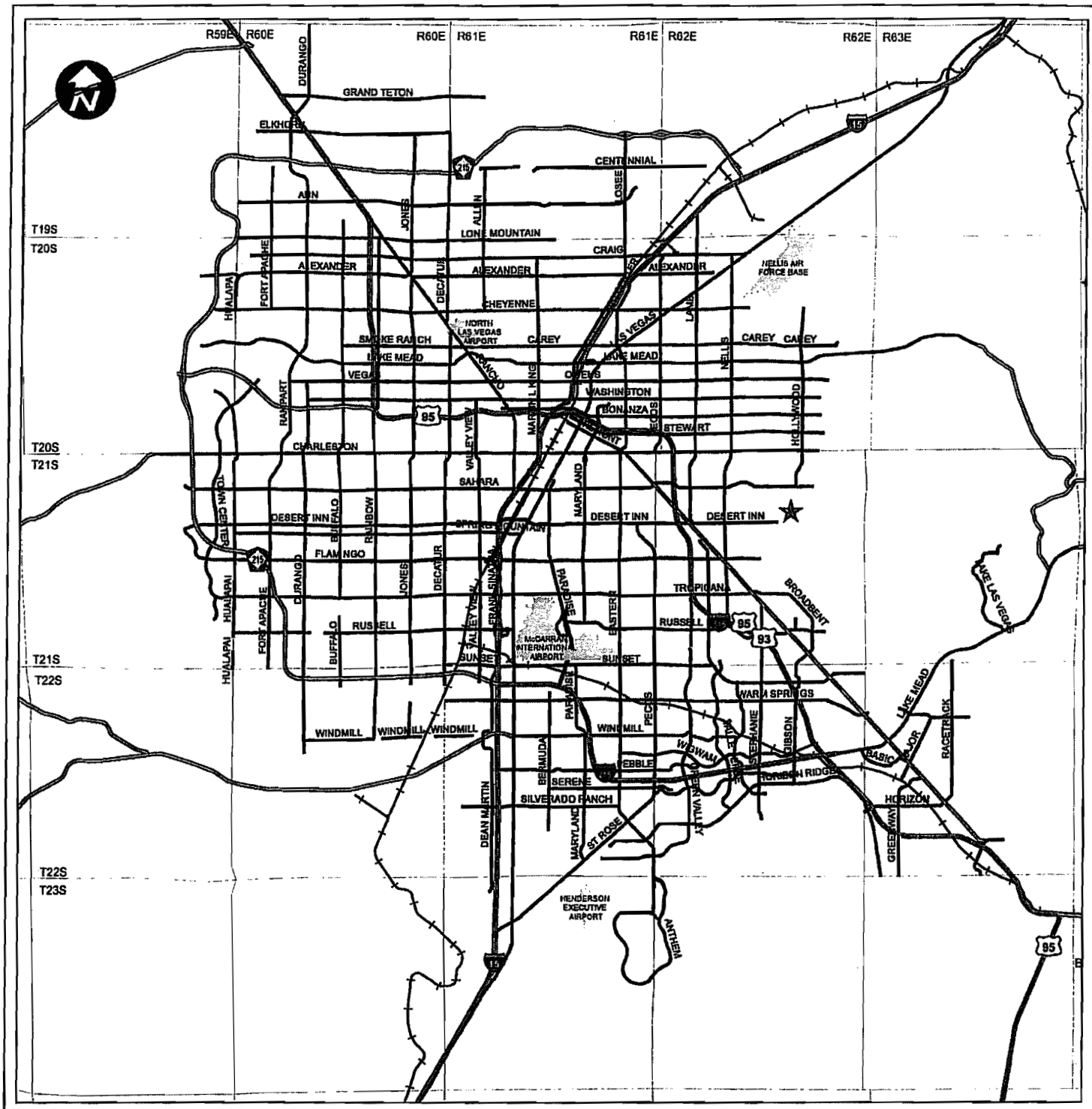
APPENDIX A
SUBSURFACE STUDY



Legend

- ★ Approximate Project Location
- Airports
- Interstate
- Major Streets
- Railroad
- State Highway
- Township & Range

0 2 4 8 12 16 Miles

NOTE: Data presented on this map is a compilation of GIS Metadata extracted from a variety of sources. Major Streets, Airports, and Railroads is data obtained from the Southern Nevada GIS Management Office. This data is downloaded by GES for incorporation into drawings generated by GES. Data contained within this page is to be used for informational purposes only. GES has not modified the data contained herein and uses it as it is acquired from the respective agency.

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VICINITY MAP
CITY OF LAS VEGAS WATER POLLUTION CONTROL FACILITY
SOLAR PHOTOVOITAIC PROJECT
CLARK COUNTY, NEVADA

Drawn By:	Date Drawn:
PES	6/17/09
Project No.	Figure No.
20092529E1	A-1

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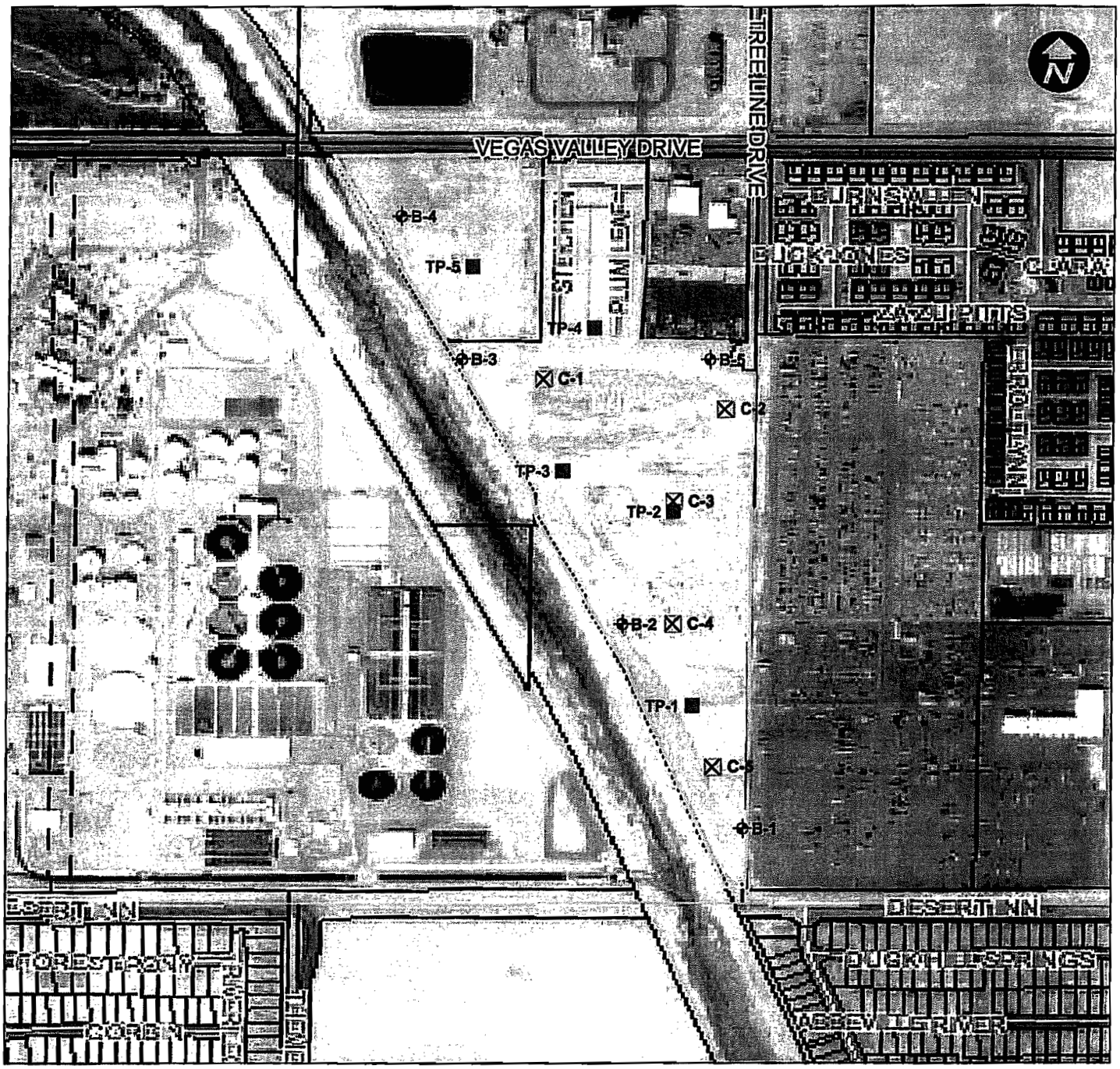

Legend

Feet

0 125 250 500 750 1,000

- Approximate Site Boundary
- B-5 Approximate Boring Location
- TP-5 Approximate Test Pit Location
- C-5 Approximate Stockpile Sample Location

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EXPLORATION LOCATION MAP
CITY OF LAS VEGAS WATER POLLUTION CONTROL FACILITY
SOLAR PHOTOVOITAIC PROJECT
CLARK COUNTY, NEVADA

Drawn By:	Date Drawn:
PES	6/26/2009
Project No.	Figure No.
20092529E1	A-2

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KEY TO SYMBOLS AND TERMS

Terms used according to the Unified Soil Classification System

Consistency or Condition of Soils

Fine-Grained Soils (Silt and Clay): Major portion passing #200 sieve

California Sampler* (blows/foot)	SPT** (blows/foot)	Estimated Consistency	Unconfined Compressive Strength (tsf)	Manual Manipulation
< 2	< 2	Very Soft	< 0.25	Thumb will penetrate soil more than 1 in.
2-5	2-4	Soft	0.25-0.50	Thumb will penetrate soil about 1 in.
5-10	4-8	Firm	0.50-1.00	Thumb will penetrate soil about $\frac{1}{4}$ in.
10-20	8-15	Stiff	1.00-2.00	Thumb will not indent soil but readily indented with thumbnail.
>20	>15	Very Stiff	>2.00	Thumbnail will not indent soil.

*ASTM D 3550 using a 140-pound hammer falling 30 inches.
**ASTM D 1586

Coarse-Grained Soils (Sand and Gravel): Major portion retained on #200 sieve

California Sampler* (blows/foot)	SPT** (blows/foot)	Estimated Consistency	Behavior of $\frac{1}{2}$-inch Diameter Probe Rod
0-7	0-4	Very Loose	Easily penetrated when pushed by hand.
7-18	4-10	Loose	Firmly penetrated when pushed by hand.
18-50	10-30	Medium Dense	Easily penetrated when driven by 1 lb. hammer.
50-90	30-50	Dense	Penetrated less than 1 inch when driven with a 1 lb. hammer.
>90	>50	Very Dense	Penetrated less than $\frac{1}{4}$ inch when driven with a 1 lb. hammer.

*ASTM D 3550 using a 140-pound hammer falling 30 inches.
**ASTM D 1586

Cementation	Criteria
Weak	Crumbles or breaks with handling or little finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

Caliche and Cemented Sand and Gravel: Materials classified as medium hard, hard, or very hard caliche or cemented sand and gravel should be treated as rock per Appendix K of the Southern Nevada Amendments to the 2000 International Building Code, published February 11, 2003.

Misc. Symbols

- Exploration continues
- Initial groundwater depth
- Final groundwater depth

Constituent Percentages

- Trace - < 5%
- Few - 5 to 10%
- Little - 15-25%
- Some - 30-45%
- Mostly - 50-100%

Moisture Condition

- Dry - Absence of moisture, dusty, dry to the touch
- Moist - Damp but no visible water
- Wet - Visible free water, usually soil is below water table

Notes

1. Subsurface explorations were performed using the equipment listed on the exploration logs.
2. Subsurface explorations were performed on the date(s) shown on the exploration logs.
3. Soil sampler(s) were driven with a 140 pound hammer falling 30 inches (unless otherwise noted in the text of this report).
4. The transitions between soil types shown on the exploration logs as occuring abruptly at particular depths may in actuality be a gradual progression from one soil type to the next.
5. Exploration logs are subject to the limitations, conclusions, and recomendations presented in this report.

Strata Group Symbols

- Fill
- CL- Low plasticity clay
- CH - High plasticity clay
- ML - Silt
- MH - Elastic Silt
- SP - Poorly graded sand
- SW - Well - graded sand
- GP - Poorly graded gravel
- GW - Well - graded gravel
- Cemented sand and gravel
- Caliche

Soil Sampler Symbols

- Bulk Sample
- Sample from auger cutting
- California Sampler
- Standard Penetration test
- Shelby tube
- Sample from Sonic circular ring bit

GES

Disclaimer

This Key to Symbols is part of a report prepared by Geotechnical & Environmental Services, Inc. and should be used with the report. The descriptions on the exploration logs apply only at the specific exploration locations and at the time the explorations were made. They are not warranted to be representative of subsurface conditions at other locations or times.

Figure No. A-3

EXPLORATION LOG
B-1

PROJECT: CLV WPCF SOLAR PROJECT
BORING LOCATION: N:36.1305 W:-115.0338
EXPLORATION SIZE (dia.): 7" O.D. H.S.A
ELEVATION: --

PROJECT NO.: 20092529E1
EXPLORATION DATE: 6/3/09
EQUIPMENT: Diedrich D-50 Drill Rig
LOGGED BY: TT/SC

INITIAL DEPTH TO WATER: Not Encountered
FINAL DEPTH TO WATER: N/A

DATE MEASURED: N/A
DATE MEASURED: N/A

ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
0		SM	Light brown silty SAND, moist and medium dense.						
	9 12 14					5.8	89.9		
2.5						7.1	78.6	4	
		CL	Brown sandy lean CLAY, moist and very stiff.	9	29				
5	11 13 17		...few gravel.					-4.9	
						3.3	107.9		
7.5									
10	14 15 13		...with gravel, moderately gypsiferous.						
						3.9	105.4		
			END OF BORING AT 11.5 FEET						
12.5									
15									
17.5									

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure No. A-4

EXPLORATION LOG
B-2

PROJECT: CLV WPCF SOLAR PROJECT
PROJECT NO.: 20092529E1
BORING LOCATION: N:36.1325 W:-115.0350
EXPLORATION DATE: 6/3/09
EXPLORATION SIZE (dia.): 7" O.D. H.S.A
EQUIPMENT: Diedrich D-50 Drill Rig
ELEVATION: --
LOGGED BY: TT/SC

INITIAL DEPTH TO WATER: Not Encountered
DATE MEASURED: N/A
FINAL DEPTH TO WATER: N/A
DATE MEASURED: N/A

ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
0		SC	Brown clayey SAND, moist and loose.			8.2	102.1		
2.5	12 9 8								
5	4 5 7	CL	Brown lean CLAY with sand, moist and stiff.			20.2 28	99.0 93.4	-0.2 0	3.5
7.5				13	29				
10	4 6 9	SM	Light brown silty SAND, moist and loose.			9.8	106.0		
12.5			END OF BORING AT 11.5 FEET						
15									
17.5									

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

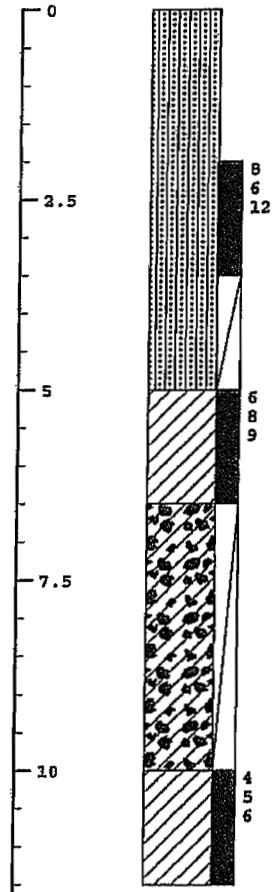
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure No. A-5

EXPLORATION LOG
B-3

PROJECT: CLV WPCF SOLAR PROJECT
PROJECT NO.: 20092529E1
BORING LOCATION: N:36.1351 W:-115.0366
EXPLORATION DATE: 6/3/09
EXPLORATION SIZE (dia.): 7" O.D. H.S.A
EQUIPMENT: Diedrich D-50 Drill Rig
ELEVATION: --
LOGGED BY: TT/SC

INITIAL DEPTH TO WATER: Not Encountered
DATE MEASURED: N/A
FINAL DEPTH TO WATER: N/A
DATE MEASURED: N/A



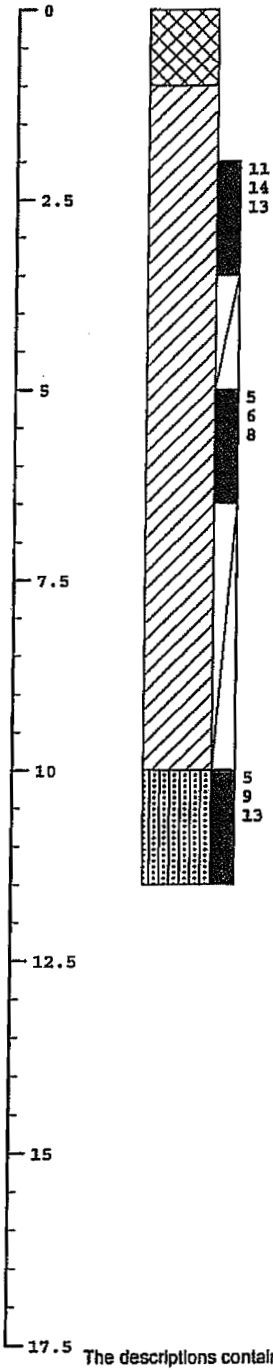
ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
		SM	Light brown silty SAND, moist and medium dense.			13.9	99.5	-0.8	
		CL	Dark brown lean CLAY, moist and stiff.			17 24.2	99.6 97.9	 -1	3.75
		GC	Dark brown clayey GRAVEL with sand, moist and loose	15	28				
		CL	Dark brown sandy lean CLAY, moist and stiff.			23.3	95.5		2.5
			END OF BORING AT 11.5 FEET						

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

EXPLORATION LOG
B-4

PROJECT: CLV WPCF SOLAR PROJECT
PROJECT NO.: 20092529E1
BORING LOCATION: N:36.1365 W:-115.0372
EXPLORATION DATE: 6/3/09
EXPLORATION SIZE (dia.): 7" O.D. H.S.A
EQUIPMENT: Diedrich D-50 Drill Rig
ELEVATION: --
LOGGED BY: TT/SC

INITIAL DEPTH TO WATER: Not Encountered
DATE MEASURED: N/A
FINAL DEPTH TO WATER: N/A
DATE MEASURED: N/A



ELEVATION/ DEPTH	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
	FILL	Pale brown poorly graded GRAVEL with silt and sand (GP-GM), dry.						
	CL	Dark brown sandy lean CLAY, moist and very stiff.	16	28	9.9	110.7	1	>4.5
		...stiff.			16.4	94.8	-1.2	2.75
	SM	Brown silty SAND, moist and medium dense.			6.7	119.7	-0.1	
		END OF BORING AT 11.5 FEET						

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure No. A-7

EXPLORATION LOG
B-5

PROJECT: CLV WPCF SOLAR PROJECT
BORING LOCATION: N:36.1351 W:-115.0337
EXPLORATION SIZE (dia.): 7" O.D. H.S.A
ELEVATION: --

PROJECT NO.: 20092529E1
EXPLORATION DATE: 6/3/09
EQUIPMENT: Diedrich D-50 Drill Rig
LOGGED BY: TT/SC

INITIAL DEPTH TO WATER: Not Encountered
FINAL DEPTH TO WATER: N/A

DATE MEASURED: N/A
DATE MEASURED: N/A

ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
0		SM	Light brown silty SAND with gravel, moist and dense.						
2.5	30 30 21								
		GM	Light brown silty GRAVEL with sand, moist and dense.	NP	NV				
5	8 9 6		...slightly to moderately gypsiferous and loose.			2.4	113.5		
7.5									
10	10 13 19		...slightly gypsiferous and medium dense.			3.6	120.1		
12.5			END OF BORING AT 11.5 FEET						
15									
17.5									

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

EXPLORATION LOG
TP-1

PROJECT: CLV WPCF SOLAR PROJECT
BORING LOCATION: N:36.1317 W:-115.0343
EXPLORATION SIZE (dia.): Approx. 4'x8'
ELEVATION: --

PROJECT NO.: 20092529E1
EXPLORATION DATE: 6/4/09
EQUIPMENT: Backhoe
LOGGED BY: John/SC

INITIAL DEPTH TO WATER: Not Encountered
FINAL DEPTH TO WATER: N/A

DATE MEASURED: N/A
DATE MEASURED: N/A

ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
0		FILL	Reddish brown silty SAND with gravel (SM), moist. A pile of wire insulation debris was observed up to 3 feet deep.						
2.5		SM	Light brown silty SAND with gravel, moist.	NP	NV			5	
5									
7.5									
10			END OF BORING AT 10.0 FEET						
12.5									
15									
17.5									

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

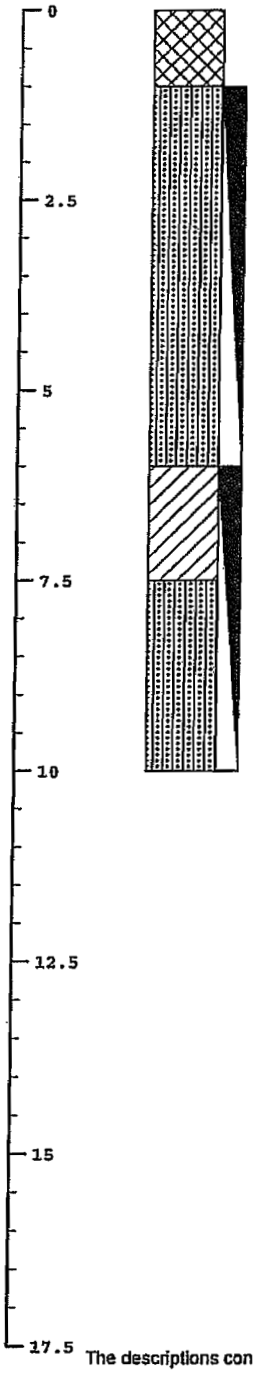
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure No. A-9

EXPLORATION LOG
TP-2

PROJECT: CLV WPCF SOLAR PROJECT
PROJECT NO.: 20092529E1
BORING LOCATION: N:36.1336 W:-115.0345
EXPLORATION DATE: 6/4/09
EXPLORATION SIZE (dia.): Approx. 4'x8'
EQUIPMENT: Backhoe
ELEVATION: --
LOGGED BY: John/SC

INITIAL DEPTH TO WATER: Not Encountered
DATE MEASURED: N/A
FINAL DEPTH TO WATER: N/A
DATE MEASURED: N/A



ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
		FILL	Light brown poorly graded SAND with gravel, moist.						
		SM	Reddish brown silty SAND, slightly gypsiferous, moist.						
			...interbedded clay layers up to 4 inches thick through 6 feet.	NP	NV	8.5		9	
			...few gravel.						
		CL	Dark brown sandy lean CLAY, slightly to moderately gypsiferous, and moist.						
		SM	Reddish brown silty SAND, slightly gypsiferous, and moist.						
			END OF BORING AT 10.0 FEET						

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

EXPLORATION LOG
TP-3

PROJECT: CLV WPCF SOLAR PROJECT
BORING LOCATION: N:36.1340 W:-115.0356
EXPLORATION SIZE (dia.): Approx. 4'x8'
ELEVATION: --

PROJECT NO.: 20092529E1
EXPLORATION DATE: 6/4/09
EQUIPMENT: Backhoe
LOGGED BY: John/SC

INITIAL DEPTH TO WATER: Not Encountered
FINAL DEPTH TO WATER: N/A

DATE MEASURED: N/A
DATE MEASURED: N/A

ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
0		SM	Reddish brown silty SAND, moist.						
2.5		CL-ML	Brown silty CLAY with sand, slightly gypsiferou, and moist.	19	26	10.2			
5		CL	Dark brown lean CLAY, moist.						
7.5									
10			END OF BORING AT 10.0 FEET						
12.5									
15									
17.5									

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

EXPLORATION LOG
TP-4

PROJECT: CLV WPCF SOLAR PROJECT
BORING LOCATION: N:36.1354 W:-115.0353
EXPLORATION SIZE (dia.): Approx. 4'x8'
ELEVATION: –

PROJECT NO.: 20092529E1
EXPLORATION DATE: 6/4/09
EQUIPMENT: Backhoe
LOGGED BY: John/SC

INITIAL DEPTH TO WATER: Not Encountered
FINAL DEPTH TO WATER: N/A

DATE MEASURED: N/A
DATE MEASURED: N/A

ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
0		FILL	4 inches thick crushed asphaltic concrete layer.						
		FILL	Light brown silty SAND (SM), few gravel, and moist.						
			...pieces of cable wire, debris encountered through 9 feet.			8.9			
2.5									
5			...Dark brown, a few pieces of debris, and moist.	NP	NV			5	
7.5									
10		CL	Dark brown sandy lean CLAY, moist.			10.3			
			END OF BORING AT 10.5 FEET						
12.5									
15									
17.5									

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure No. A-12

EXPLORATION LOG
TP-5

PROJECT: CLV WPCF SOLAR PROJECT
BORING LOCATION: N:36.1360 W:-115.0365
EXPLORATION SIZE (dia.): Approx. 4'x8'
ELEVATION: –

PROJECT NO.: 20092529E1
EXPLORATION DATE: 6/4/09
EQUIPMENT: Backhoe
LOGGED BY: John/SC

INITIAL DEPTH TO WATER: Not Encountered
FINAL DEPTH TO WATER: N/A

DATE MEASURED: N/A
DATE MEASURED: N/A

ELEVATION/ DEPTH	SOIL & SAMPLE SYMBOLS	USCS	DESCRIPTION	PI	LL	MOISTURE CONTENT (%)	DRY DENSITY (pcf)	SWELL (%)	POCKET PENETROMETER (tsf)
0		SC	Light brown clayey SAND, moist.			12.6			
2.5		CL	Dark brown sandy lean CLAY, slightly gypsiferous, and moist.	18	27			10	
5									
7.5			...reddish brown.						
10			END OF BORING AT 10.0 FEET						
12.5									
15									
17.5									

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

APPENDIX B
LABORATORY TEST RESULTS

PRELIMINARY GEOTECHNICAL EVALUATION REPORT
CLV- WPCF SOLAR PHOTOVOLTAIC PROJECT
LOCATED NEAR THE SOUTHWEST CORNER OF
VEGAS VALLEY DRIVE AND TREE LINE DRIVE
CLARK COUNTY, NEVADA

1. IN-PLACE MOISTURE CONTENT AND DENSITY

The in-place moisture content and density of relatively undisturbed soil samples obtained from the borings were measured in general accordance with ASTM D 2937. The in-place moisture content and density are a qualitative indication of soil consistency and compressibility. The results of these tests are presented on the exploration logs in Appendix A at the respective sampling depth.

2. GRAIN SIZE DISTRIBUTION

Ten grain size distribution tests were performed by sieve analysis in general accordance with ASTM C 136. Basically, a sample is oven dried to a constant weight and sieved through a number of different sized sieves. The amount of material retained on each sieve is measured and the percent of material passing each sieve is computed. The test results are presented as particle size distribution curves on Figures B-1 through B-10.

3. ATTERBERG LIMITS

Ten Atterberg limit tests were performed in general accordance with ASTM D 4318. The results of these tests are shown on the exploration logs at the respective sampling depths and on Figures B-11 and B-12.

4. LABORATORY MAXIMUM DENSITY

Four laboratory maximum density tests were performed on selected samples in general accordance with ASTM D 1557 Test Method. The test procedure includes dropping of a 10-pound hammer through a height of 18 inches on each of the five layers. The test results are presented on Figures B-13 through B-16.

5. R-VALUE

Two soil samples were tested in the laboratory to determine the R-value in accordance with ASTM D 2844. The R-value test result is an indication of the subgrade resistance to wheel loads and was used in the design of pavements. The results of the R-value tests are presented on Figures B-17 and B-18.

6. EXPANSION POTENTIAL

Three expansion tests were performed on relatively undisturbed samples of the subsurface soils. The tests were performed in general accordance with ASTM D 4546. A ring sample was placed in a consolidation rack and was incrementally loaded to pressures of up to 400 pounds per square foot (psf), after which, the sample was inundated with water. The deformations of the sample were measured at each load increment and recorded. The results of the test are presented on Figures B-19 through B-21 and B-26.

7. HYDRO-COLLAPSE

Four hydro-collapse tests were performed in general accordance with ASTM D 5333 on selected relatively undisturbed samples. A ring sample was placed in a consolidation rack and was incrementally loaded to pressures of up to 3,200 pounds per square foot (psf), after which, the sample was inundated with water. Sample deformation was measured at each load increment after 1 hour. The amount of collapse after saturation was also measured after 24 hours. The results of the hydro-collapse tests are shown graphically on Figures B-22 through B-25.

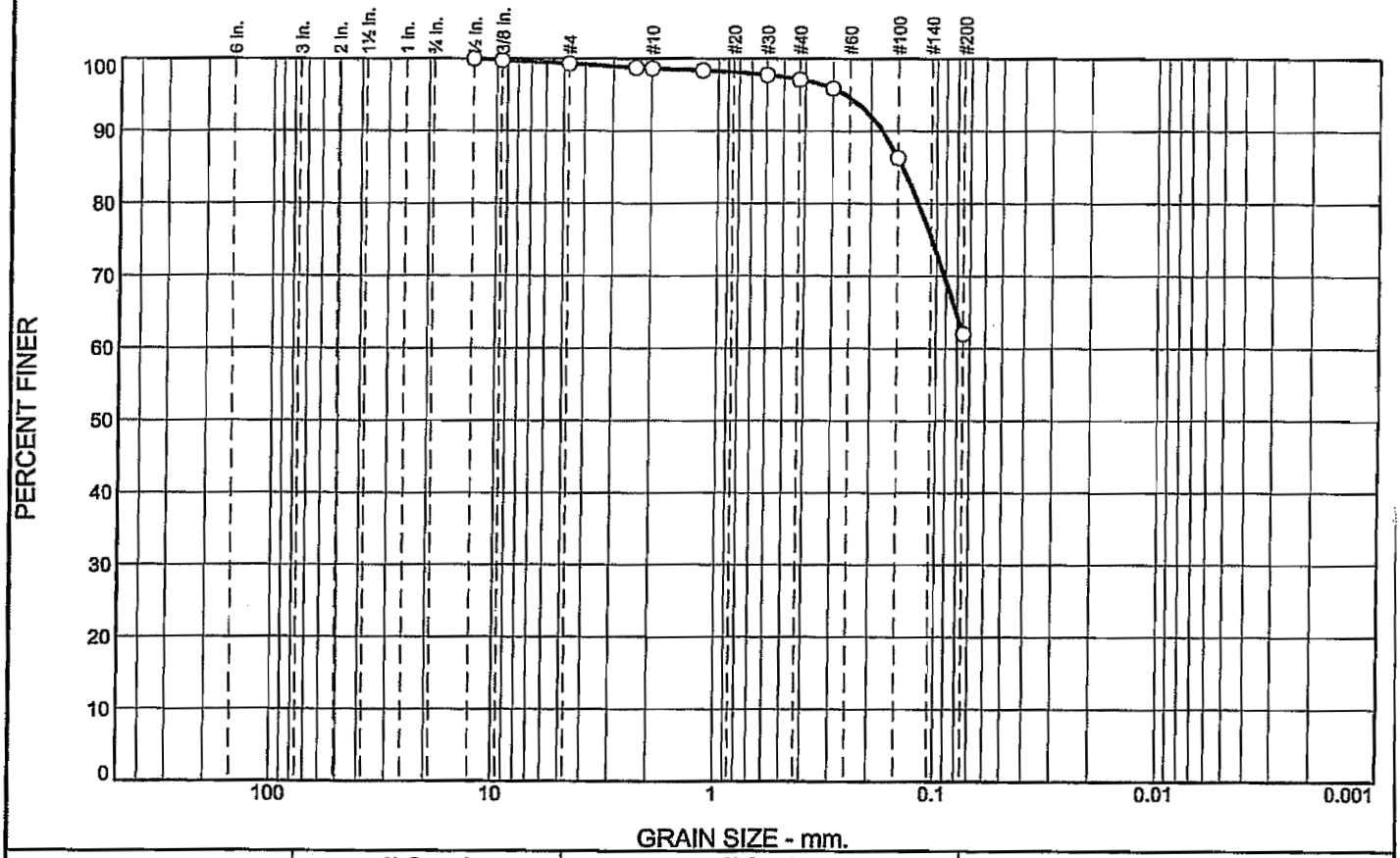
8. SWELL POTENTIAL

Two swell tests were performed on relatively undisturbed samples and five swell tests were performed on laboratory remolded samples of the soils in general accordance with Section 1802.3.3 of the Southern Nevada Amendments to the 2006 International Building Code. A vertical confining pressure of approximately 60 pounds per square foot was applied to the oven-dried sample and then the sample was inundated with water. The results of the swell tests are presented on Figure B-26.

9. CORROSIVITY TESTS

A suite of chemical corrosivity tests was performed on nine selected soil samples to aid in evaluating the corrosiveness of the on-site soils to buried metal. The suite of chemical corrosivity tests included the pH, reduction-oxidation (red-ox) potential, and the contents of sulfate, sulfide, total salts and chloride. The chemical tests were performed by Atlas Consultants, Inc. The test results are presented on Figures B-27 through 30.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.7	0.6	1.6	35.1	62.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.5	100.0		
.375	99.8		
#4	99.3		
#8	98.7		
#10	98.7		
#16	98.3		
#30	97.8		
#40	97.1		
#50	95.9		
#100	86.4		
#200	62.0		

* (no specification provided)

Material Description

SANDY LEAN CLAY

Atterberg Limits

PL= 20 LL= 29 PI= 9

Coefficients

D_{85}= 0.1423 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= CL AASHTO= A-4(3)

Remarks

ENTERED BY:AS

Sample Number: B-1 **Depth:** 3.5'-5.0'
Location: BORING B-1 @ 3.5'-5.0'

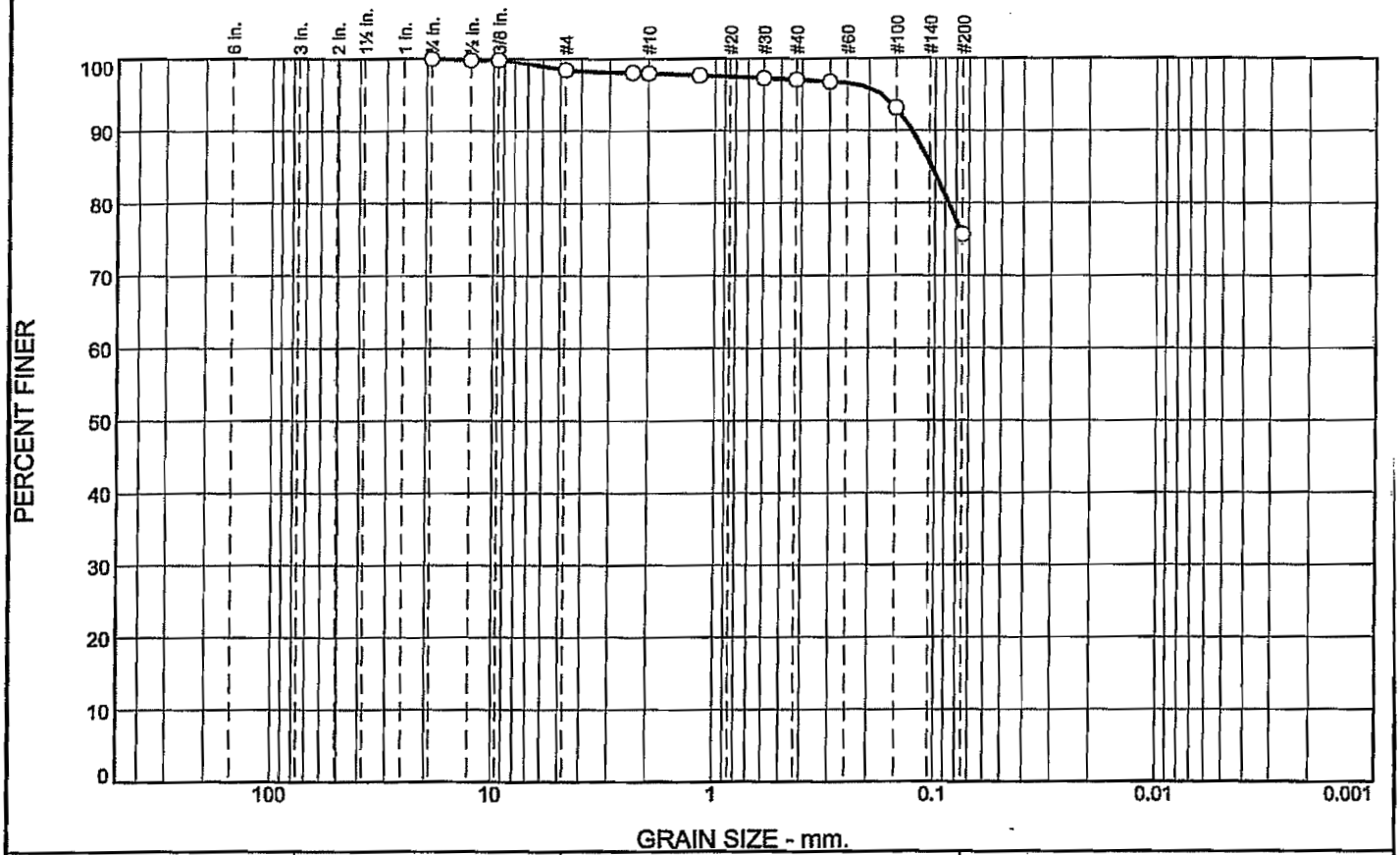
Date: 06/24/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-1

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	1.6	0.4	0.9	21.4	75.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75	100.0		
.5	99.8		
.375	99.8		
#4	98.4		
#8	98.0		
#10	98.0		
#16	97.7		
#30	97.3		
#40	97.1		
#50	96.8		
#100	93.1		
#200	75.7		

* (no specification provided)

Material Description

LEAN CLAY WITH SAND

Atterberg Limits

PL= 16 LL= 29 PI= 13

Coefficients

D_{85}= 0.1033 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= CL AASHTO= A-6(8)

Remarks

ENTERED BY:AS

Sample Number: B-2 **Depth:** 6.5'-10.0'
Location: BORING B-2 @ 6.5'-10.0'

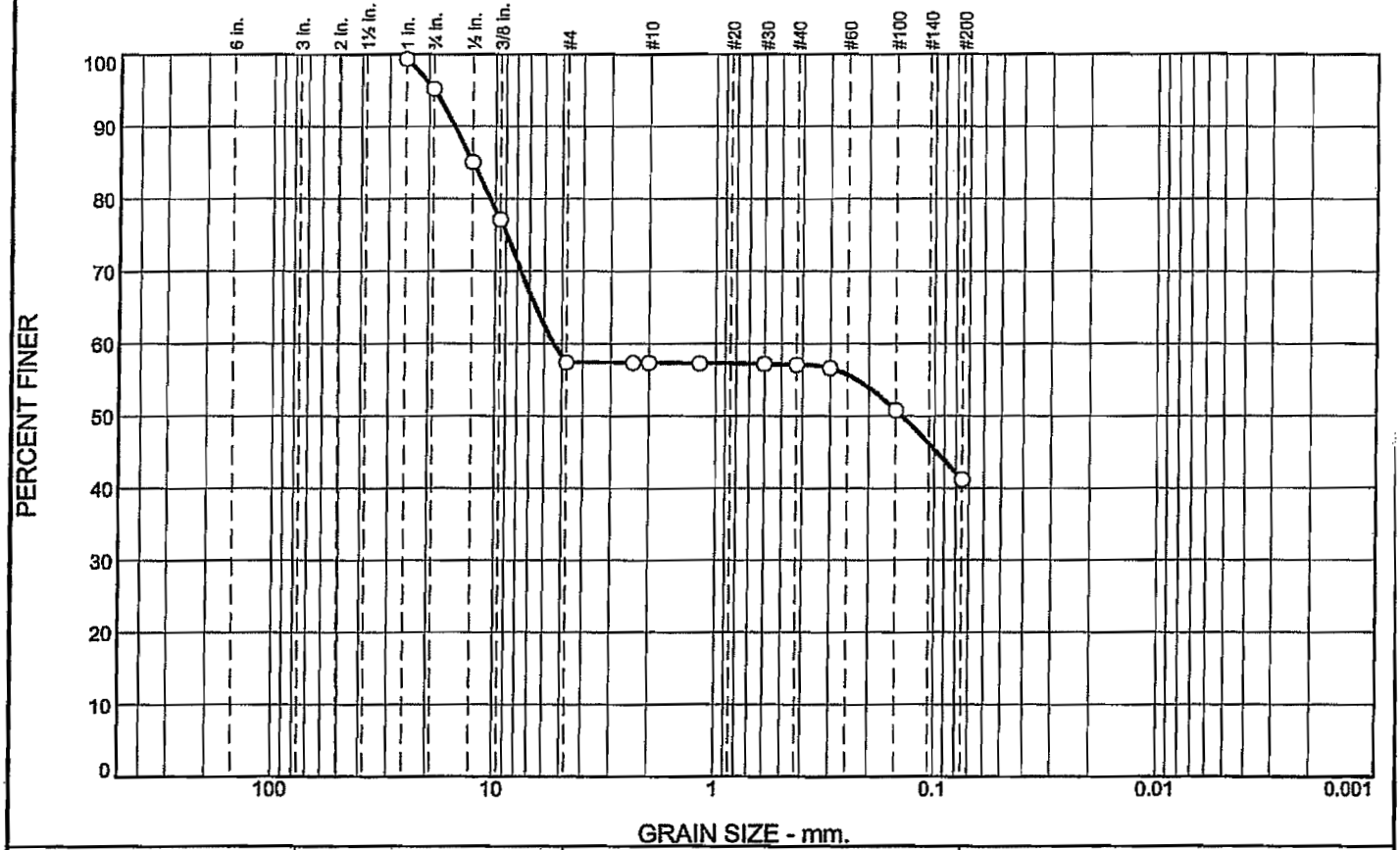
Date: 06/24/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-2

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
		37.8	0.1	0.3	15.8	41.2	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.0	99.4		
.75	95.2		
.5	85.1		
.375	77.1		
#4	57.4		
#8	57.3		
#10	57.3		
#16	57.3		
#30	57.2		
#40	57.0		
#50	56.6		
#100	50.7		
#200	41.2		

* (no specification provided)

Material Description

CLAYEY GRAVEL WITH SAND

Atterberg Limits

PL= 15 LL= 28 PI= 13

Coefficients

D_{85}= 12.6694 D_{60}= 5.4509 D_{50}= 0.1413
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= GC AASHTO= A-6(2)

Remarks

ENTERED BY: EA

Sample Number: B-3 **Depth:** 6.5'-10.0'
Location: B-3 @ 6.5'-10.0'

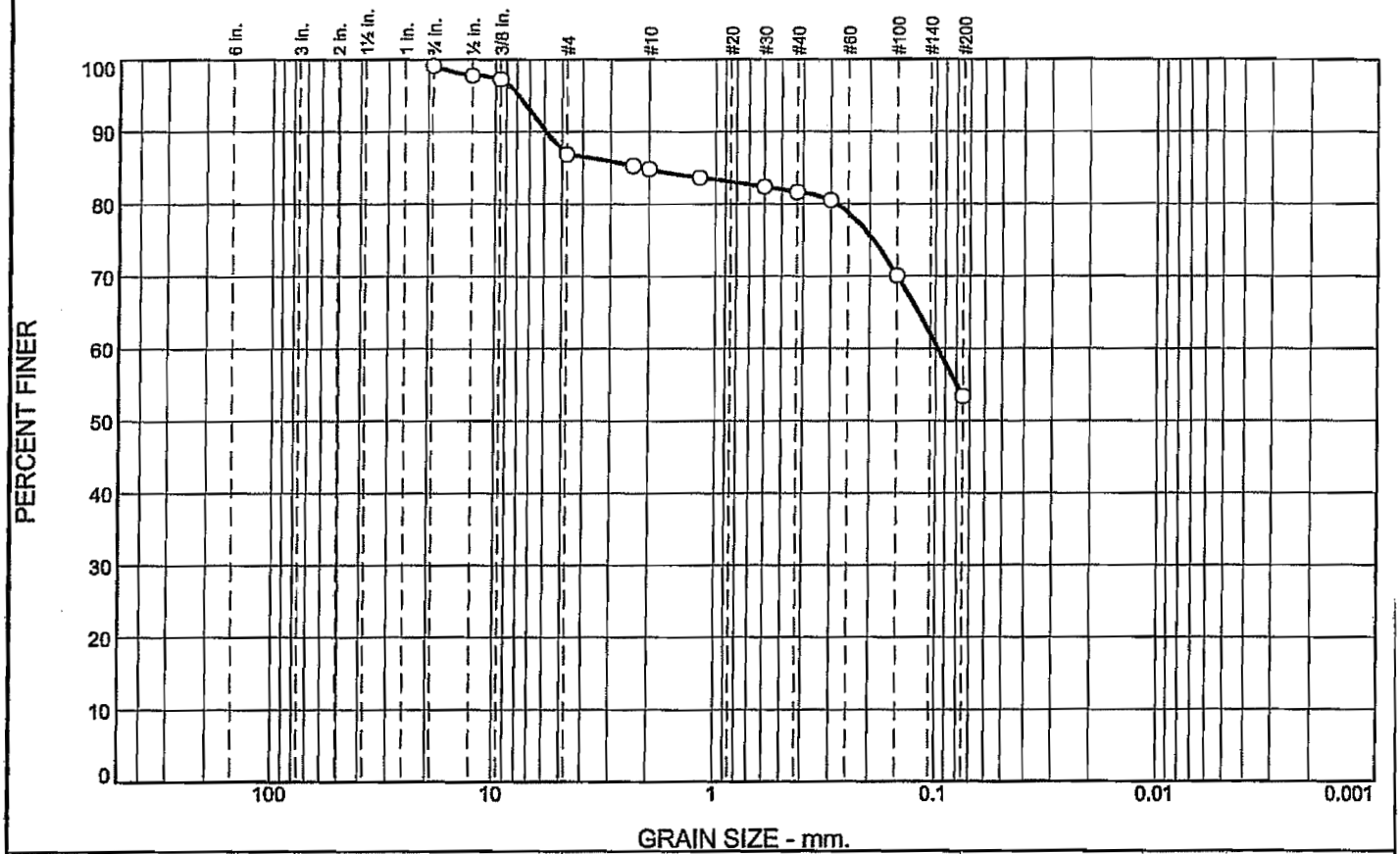
Date: 6/25/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-3

Tested By: EA **Checked By:** PS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
		12.3	2.0	3.2	28.2	53.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75	99.1		
.5	97.8		
.375	97.3		
#4	86.8		
#8	85.3		
#10	84.8		
#16	83.7		
#30	82.4		
#40	81.6		
#50	80.5		
#100	70.1		
#200	53.4		

* (no specification provided)

Material Description

SANDY LEAN CLAY

Atterberg Limits

PL= 16 LL= 28 PI= 12

Coefficients

D_{85}= 2.1006 D_{60}= 0.0974 D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= CL AASHTO= A-6(3)

Remarks

ENTERED BY: EA

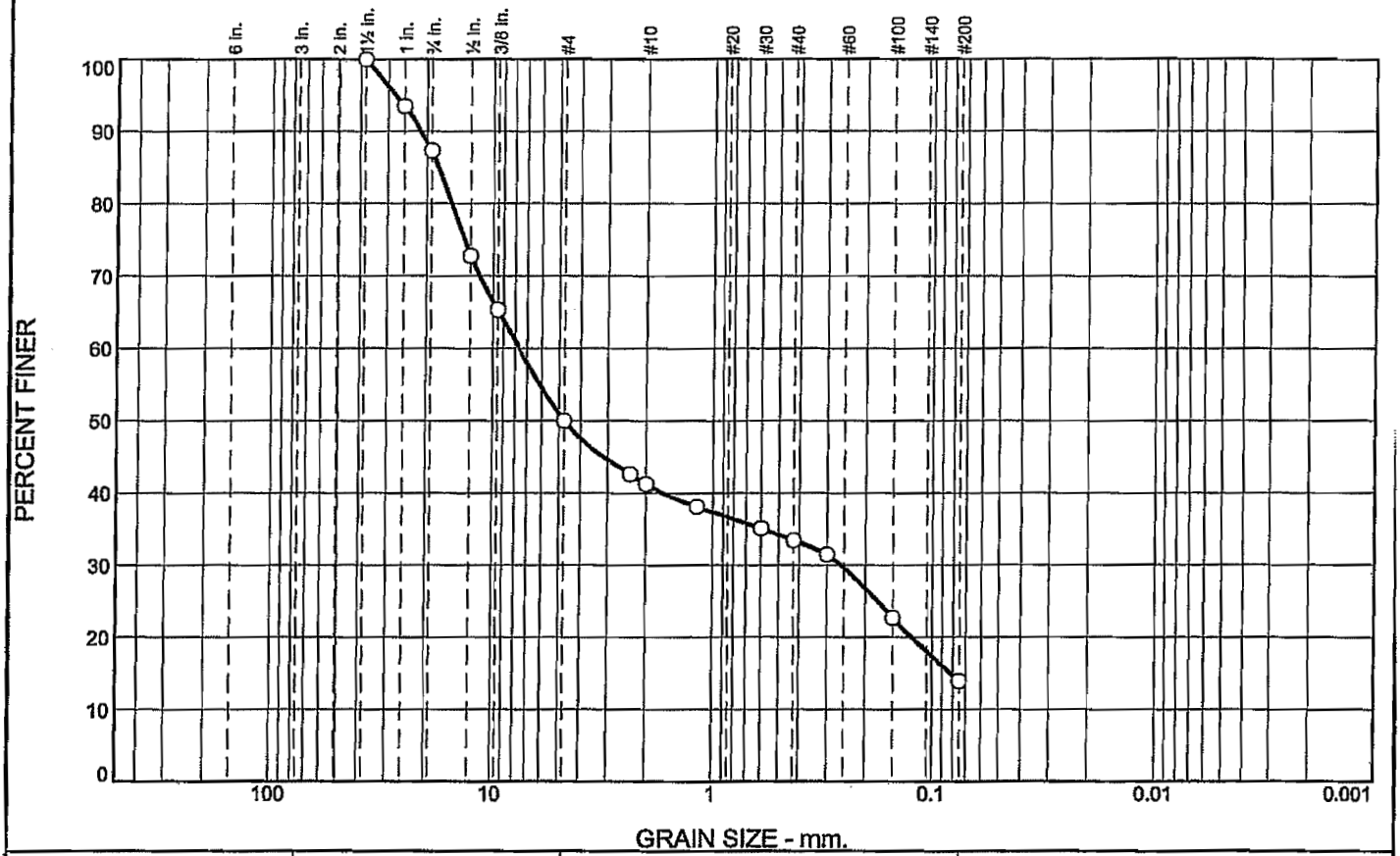
Sample Number: B-4 **Depth:** 3.5'-5.0'
Location: BORING B-4 @ 3.5'-5.0' **Date:** 6/26/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-4

Tested By: EA **Checked By:** PS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	12.7	37.3	8.8	7.8	19.5	13.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5	100.0		
1	93.4		
.75	87.3		
.5	72.8		
.375	65.3		
#4	50.0		
#8	42.6		
#10	41.2		
#16	38.1		
#30	35.1		
#40	33.4		
#50	31.5		
#100	22.7		
#200	13.9		

* (no specification provided)

Material Description

SILTY GRAVEL WITH SAND

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 17.7179 D_{60}= 7.6136 D_{50}= 4.7479
D_{30}= 0.2578 D_{15}= 0.0821 D_{10}=
C_u= C_c=

Classification

USCS= GM AASHTO= A-1-b

Remarks

ENTERED BY:AS

Sample Number: B-5 **Depth:** 3.5'-5.0'
Location: BORING B-5 @ 3.5'-5.0'

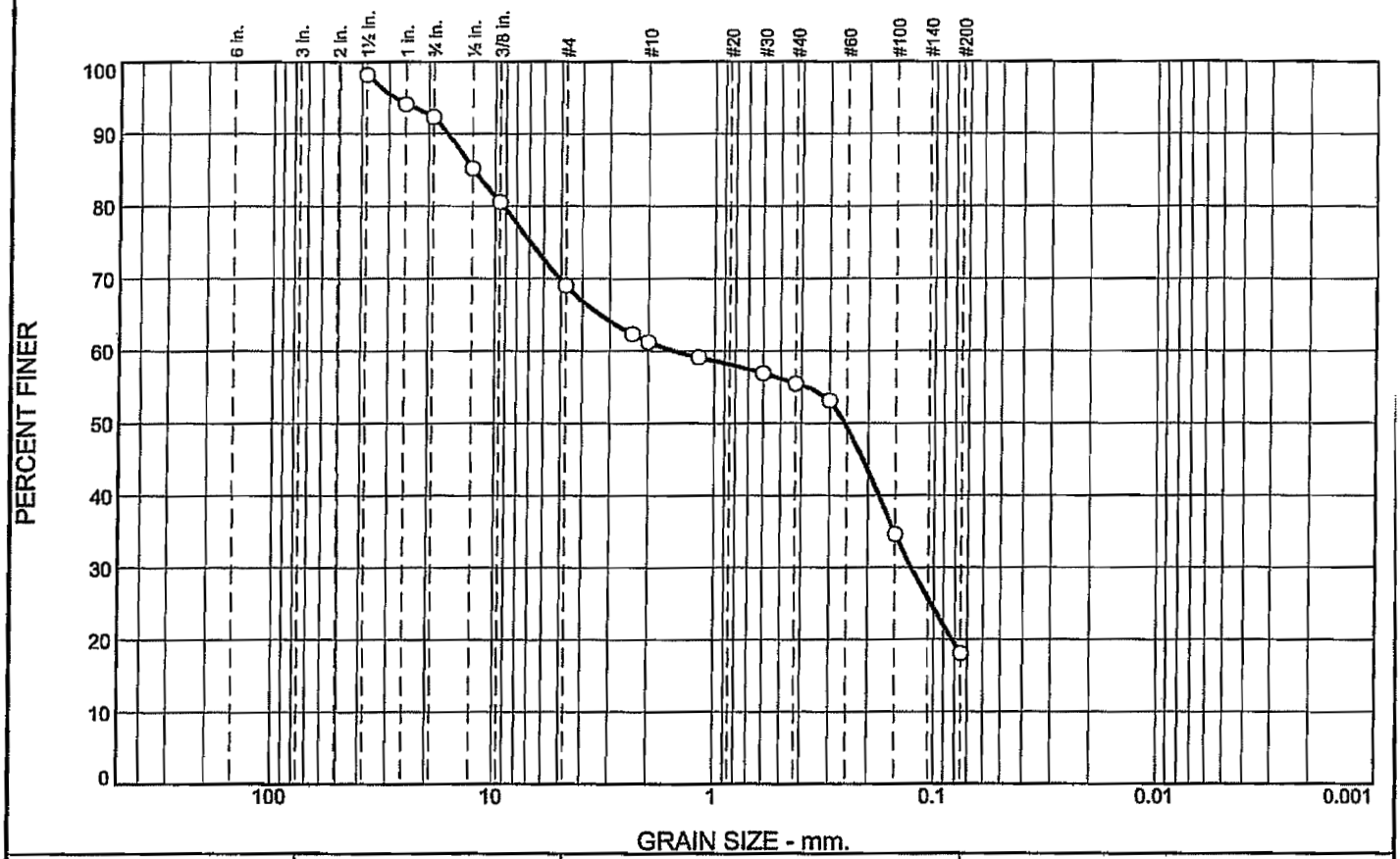
Date: 06/24/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-5

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
		23.3	7.7	5.9	37.3	18.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5	98.2		
1	94.1		
0.75	92.3		
0.5	85.3		
0.375	80.6		
#4	69.0		
#8	62.3		
#10	61.3		
#16	59.1		
#30	56.9		
#40	55.4		
#50	53.1		
#100	34.6		
#200	18.1		

* (no specification provided)

Material Description

SILTY SAND WITH GRAVEL

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 12.5213 D_{60}= 1.5344 D_{50}= 0.2549
D_{30}= 0.1269 D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO= A-2-4(0)

Remarks

ENTERED BY: PES

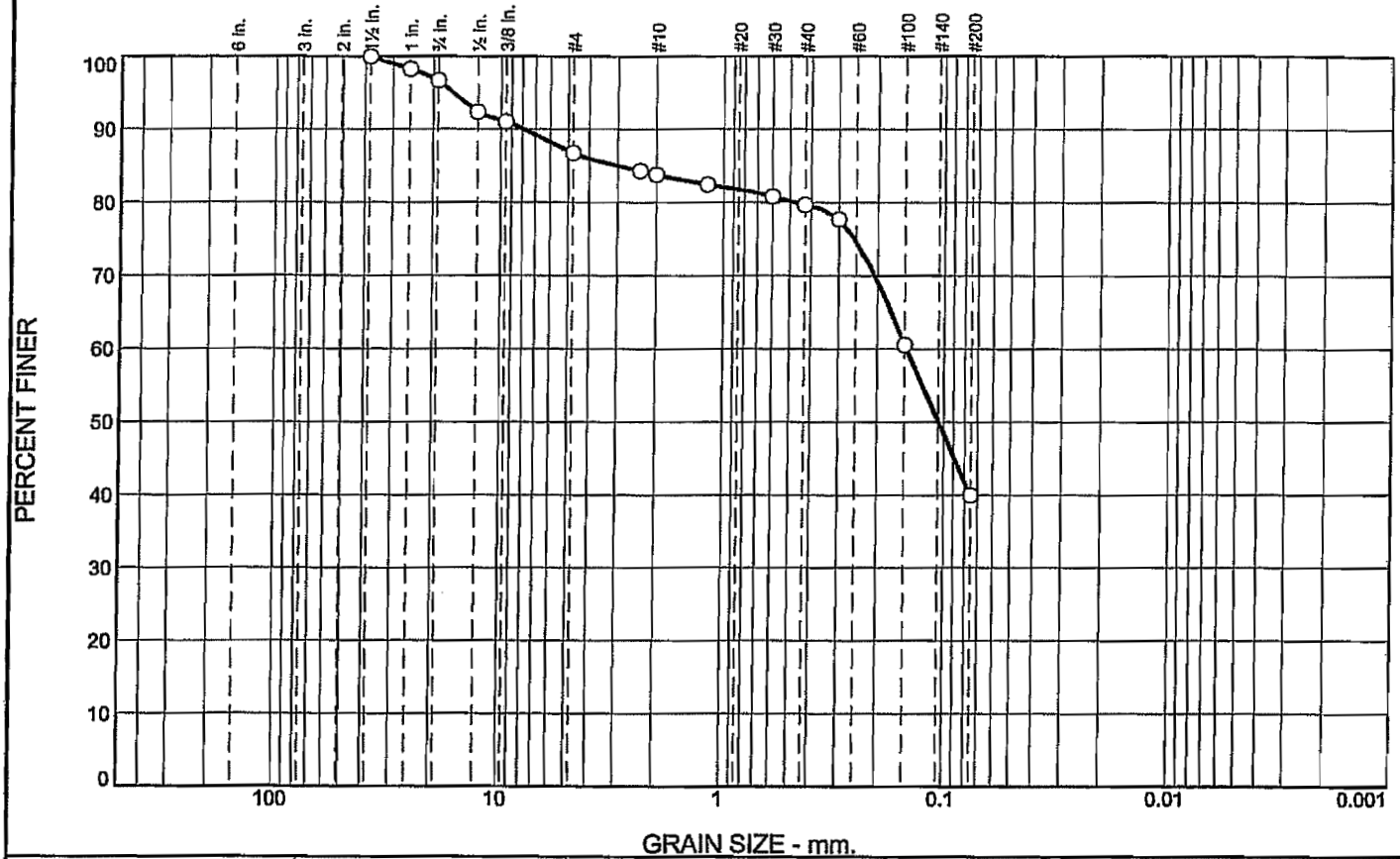
Sample Number: TP-1 **Depth:** 3.0'-10.0'
Location: TEST PIT TP-1 @ 3.0'-10.0' **Date:** 6/25/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-6

Tested By: EA **Checked By:** PES

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	3.3	9.9	3.0	4.1	39.8	39.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5	100.0		
1	98.2		
.75	96.7		
.5	92.4		
.375	91.0		
#4	86.8		
#8	84.4		
#10	83.8		
#16	82.4		
#30	80.8		
#40	79.7		
#50	77.7		
#100	60.6		
#200	39.9		

* (no specification provided)

Material Description

SILTY SAND

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 2.9526 D_{60}= 0.1473 D_{50}= 0.1056
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO= A-4(0)

Remarks

ENTERED BY:AS

Sample Number: TP-2 **Depth:** 0.0'-6.0'
Location: TEST PIT TP-2 @ 0.0'-6.0'

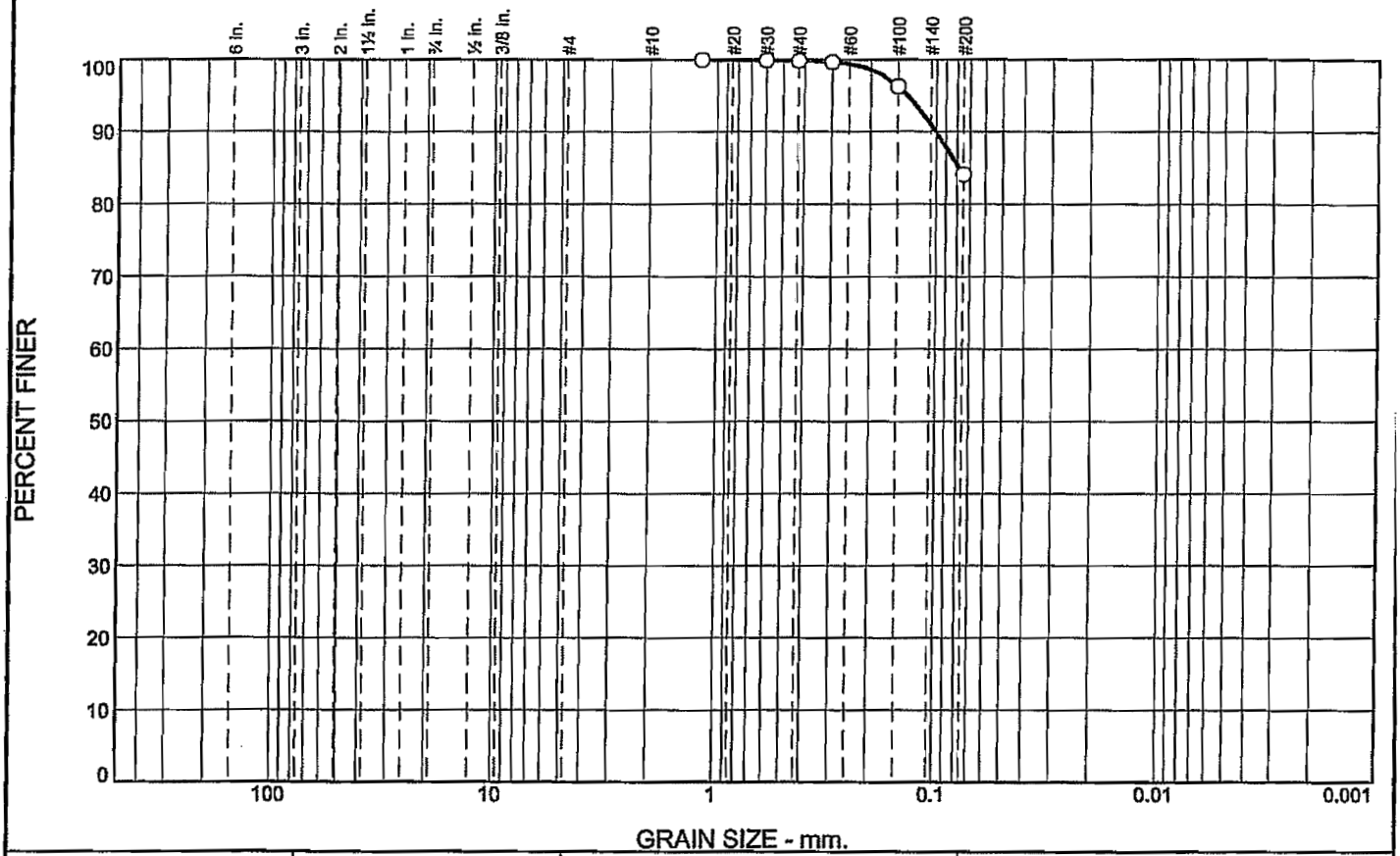
Date: 06/24/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-7

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
					15.7	84.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#16	100.0		
#30	99.9		
#40	99.8		
#50	99.6		
#100	96.3		
#200	84.1		

* (no specification provided)

Material Description

SILTY CLAY WITH SAND

Atterberg Limits

PL= 19 LL= 26 PI= 7

Coefficients

D_{85}= 0.0782 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= CL-ML AASHTO=

Remarks

ENTERED BY: PES

Sample Number: TP-3 **Depth:** 2.0'-10.0'
Location: TEST PIT TP-3 @ 2.0'-10.0'

Date: 6/25/09

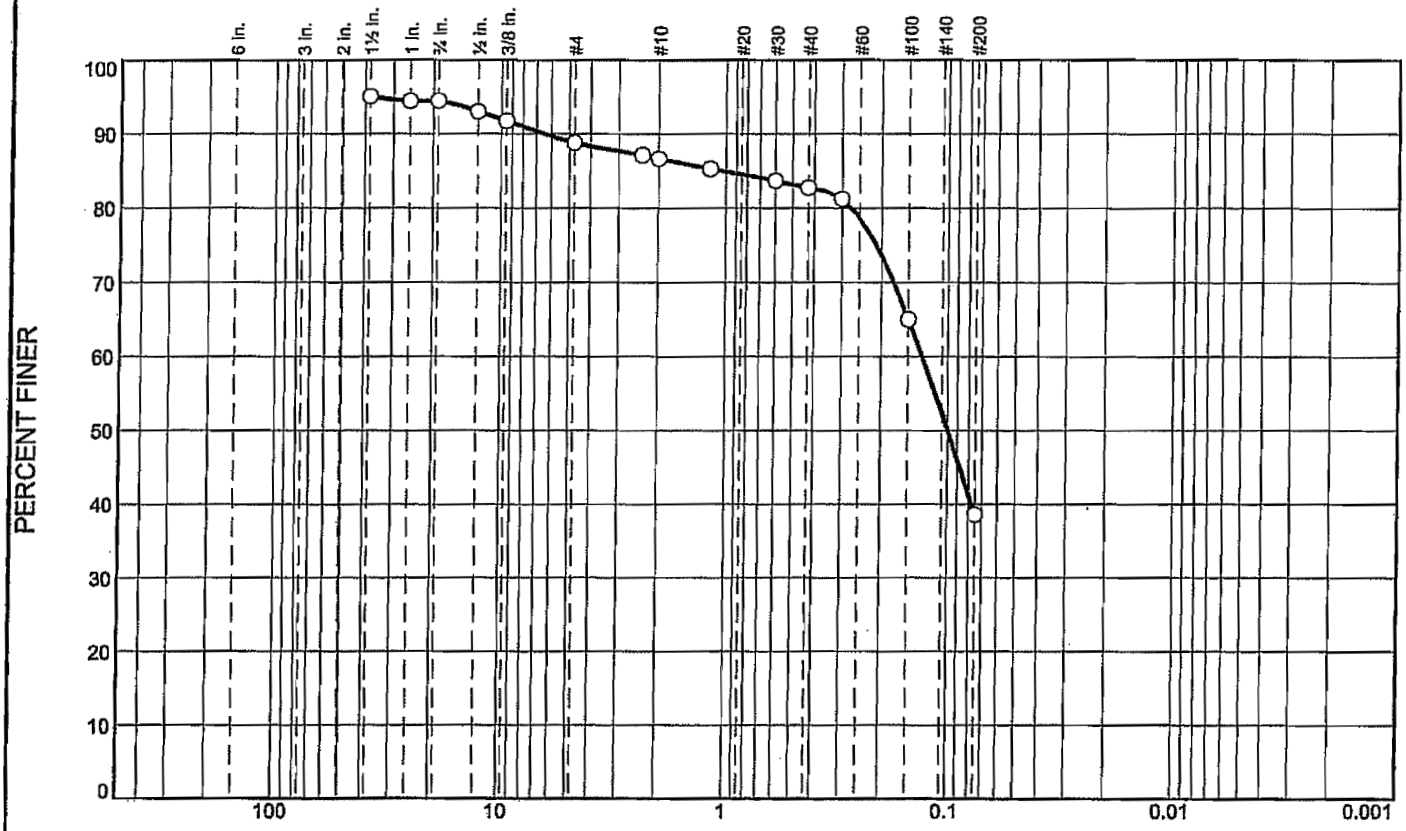
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

GES

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-8

Tested By: EA **Checked By:** PES

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
		5.6	2.1	3.9	44.2	38.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5	95.1		
1	94.4		
.75	94.4		
0.5	93.0		
.375	91.8		
#4	88.8		
#8	87.2		
#10	86.7		
#16	85.3		
#30	83.7		
#40	82.8		
#50	81.3		
#100	65.0		
#200	38.6		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 1.0199 D_{60}= 0.1300 D_{50}= 0.0998
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO= A-4(0)

Remarks

ENTERED BY: EA

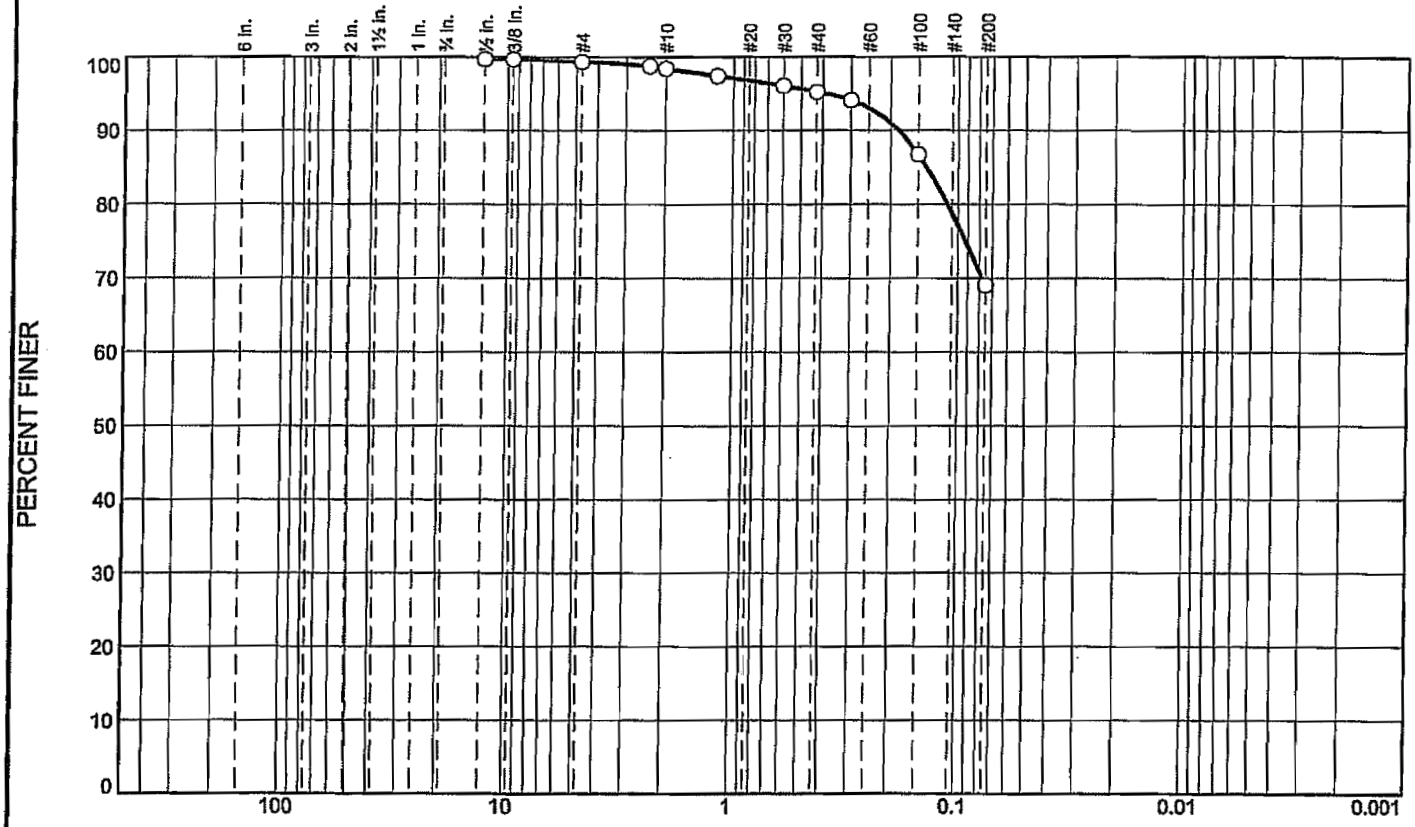
Sample Number: TP-4 **Depth:** 5.0'-9.0'
Location: TEST PIT TP-4 @ 5.0'-9.0' **Date:** 6/26/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-9

Tested By: EA **Checked By:** PS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
			0.9	3.2	26.1	69.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
0.5	99.7		
0.375	99.7		
#4	99.3		
#8	98.7		
#10	98.4		
#16	97.4		
#30	96.1		
#40	95.2		
#50	94.1		
#100	86.8		
#200	69.1		

* (no specification provided)

Material Description

SANDY LEAN CLAY

Atterberg Limits

PL= 18 LL= 28 PI= 10

Coefficients

D_{85}= 0.1374 D_{60}= D_{50}=
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= CL AASHTO= A-4(5)

Remarks

ENTERED BY: EA

Sample Number: TP-5 **Depth:** 3.0'-7.0'
Location: TEST PIT TP-5 @ 3.0'- 7.0'

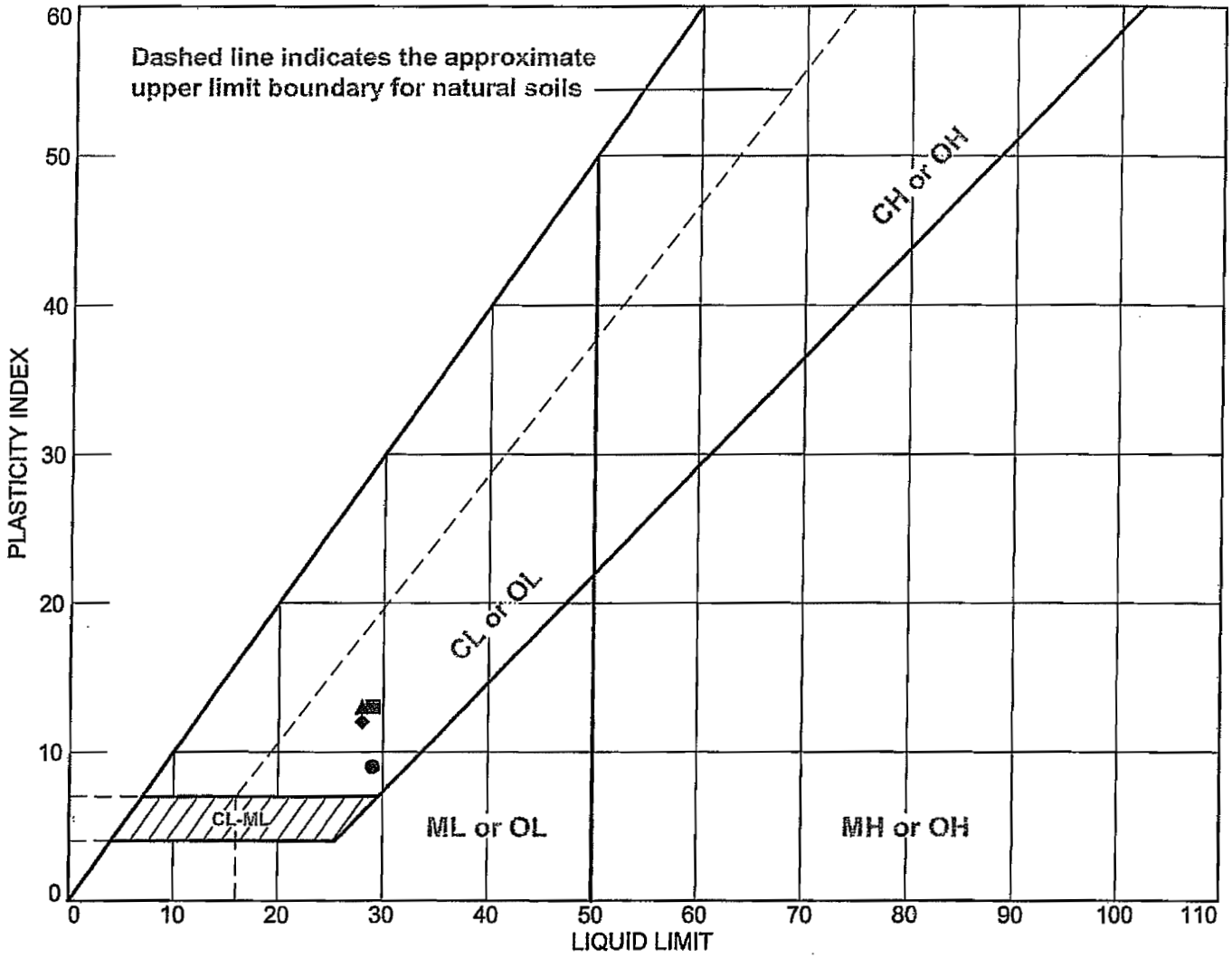
Date: 6/26/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** B-10

Tested By: EA **Checked By:** PES

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	09-0034	B-1	3.5'-5.0'		20	29	9	CL
■	09-0034	B-2	6.5'-10.0'		16	29	13	CL
▲	09-0034	B-3	6.5'-10.0'		15	28	13	GC
◆	09-0034	B-4	3.5'-5.0'		16	28	12	CL
▼	09-0034	B-5	3.5'-5.0'		NP	NV	NP	GM

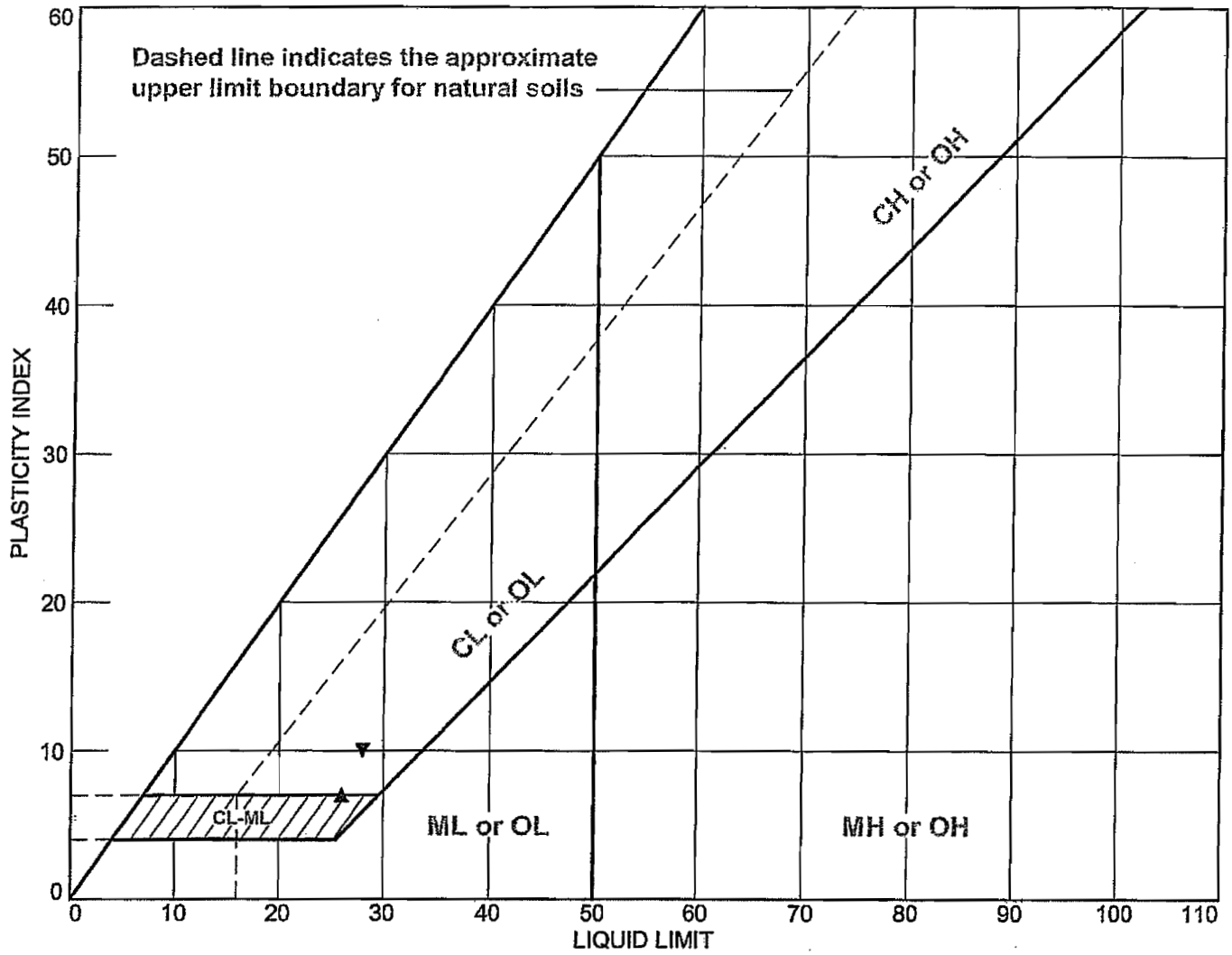
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
GES

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Project No.: 20092529E1 **Figure** B-11

Tested By: AS **Checked By:** AS

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH (ft.)	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	09-0034	TP-1	3.0'-10.0'		NP	NV	NP	SM
■	09-0034	TP-2	0.0'-6.0'		NP	NV	NP	SM
▲	09-0034	TP-3	2.0'-10.0'		19	26	7	CL-ML
◆	09-0034	TP-4	5.0'-9.0'		NP	NV	NP	SM
▼	09-0034	TP-5	3.0'-7.0'		18	28	10	CL

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

GES

Client: CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Project No.: 20092529E1 **Figure** B-12

Tested By: AS **Checked By:** AS

COMPACTION TEST REPORT

Curve No.: 09-0034

Project No.: 20092529E1 **Date:** 6/26/09

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: TEST PIT TP-1 @ 3.0'-10.0'

Elev./Depth: 3.0'-10.0' **Sample No.** TP-1

Remarks:

MATERIAL DESCRIPTION

Description: SILTY SAND WITH GRAVEL

Classifications - **USCS:** SM **AASHTO:** A-2-4(0)

Nat. Moist. =

Sp.G. = 2.65

Liquid Limit = NV

Plasticity Index = NP

% > 3/8 in. = 19.4 %

% < No.200 = 18.1 %

ROCK CORRECTED TEST RESULTS
Maximum dry density = 134.0 pcf
Optimum moisture = 8.0 %

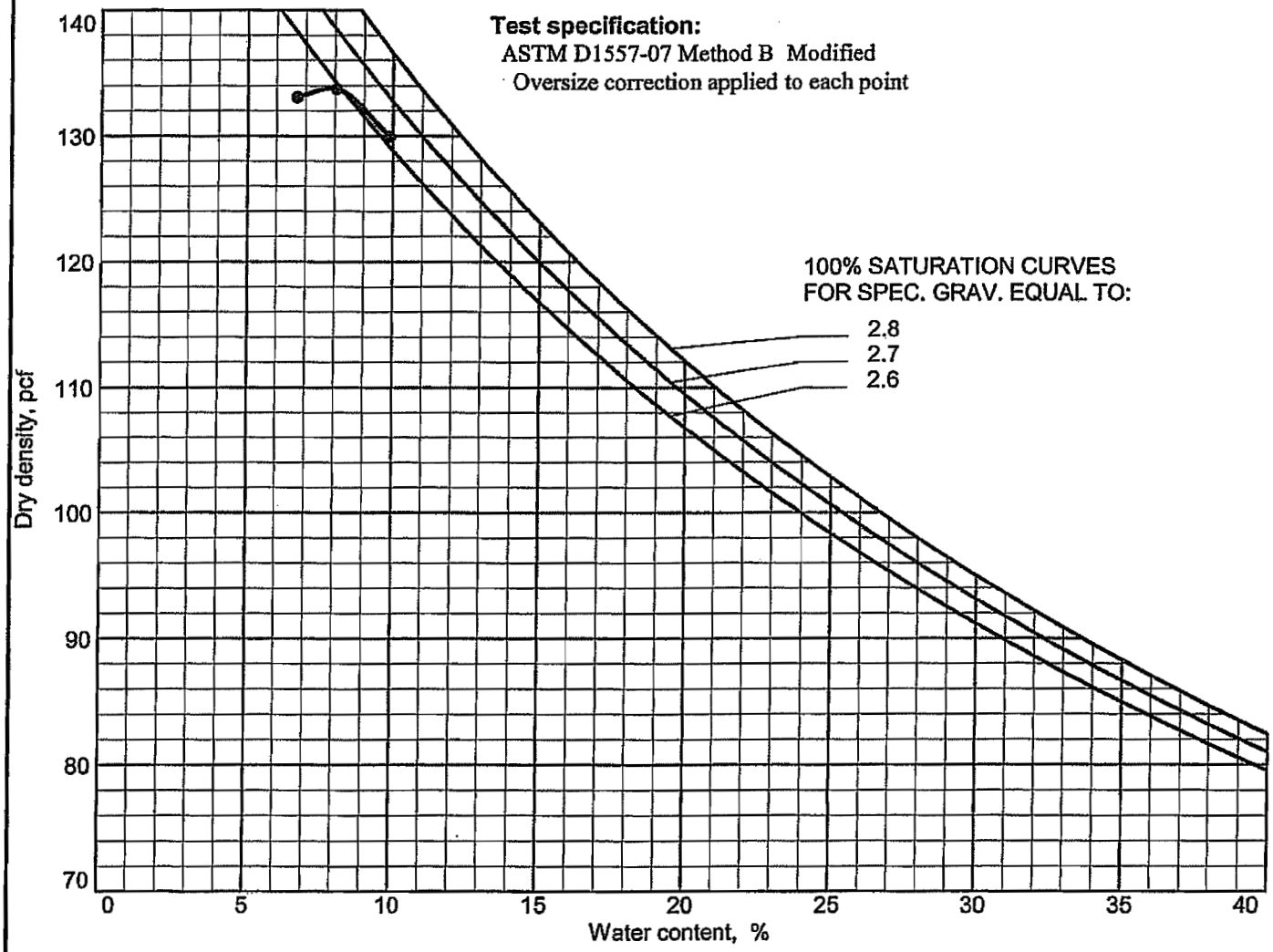


Figure B-13

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

COMPACTION TEST REPORT

Curve No.: 09-0034

Project No.: 20092529E1 **Date:** 06/25/09

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: TEST PIT TP-2 @ 0.0'-6.0'

Elev./Depth: 0.0'-6.0' **Sample No.** TP-2

Remarks: ENTERED BY:AS

MATERIAL DESCRIPTION

Description: SILTY SAND

Classifications - **USCS:** SM **AASHTO:** A-4(0)

Nat. Moist. = **Sp.G. =** 2.65

Liquid Limit = NV **Plasticity Index =** NP

% > No.4 = 13.2 % **% < No.200 =** 39.9 %

ROCK CORRECTED TEST RESULTS
Maximum dry density = 123.0 pcf
Optimum moisture = 12.0 %

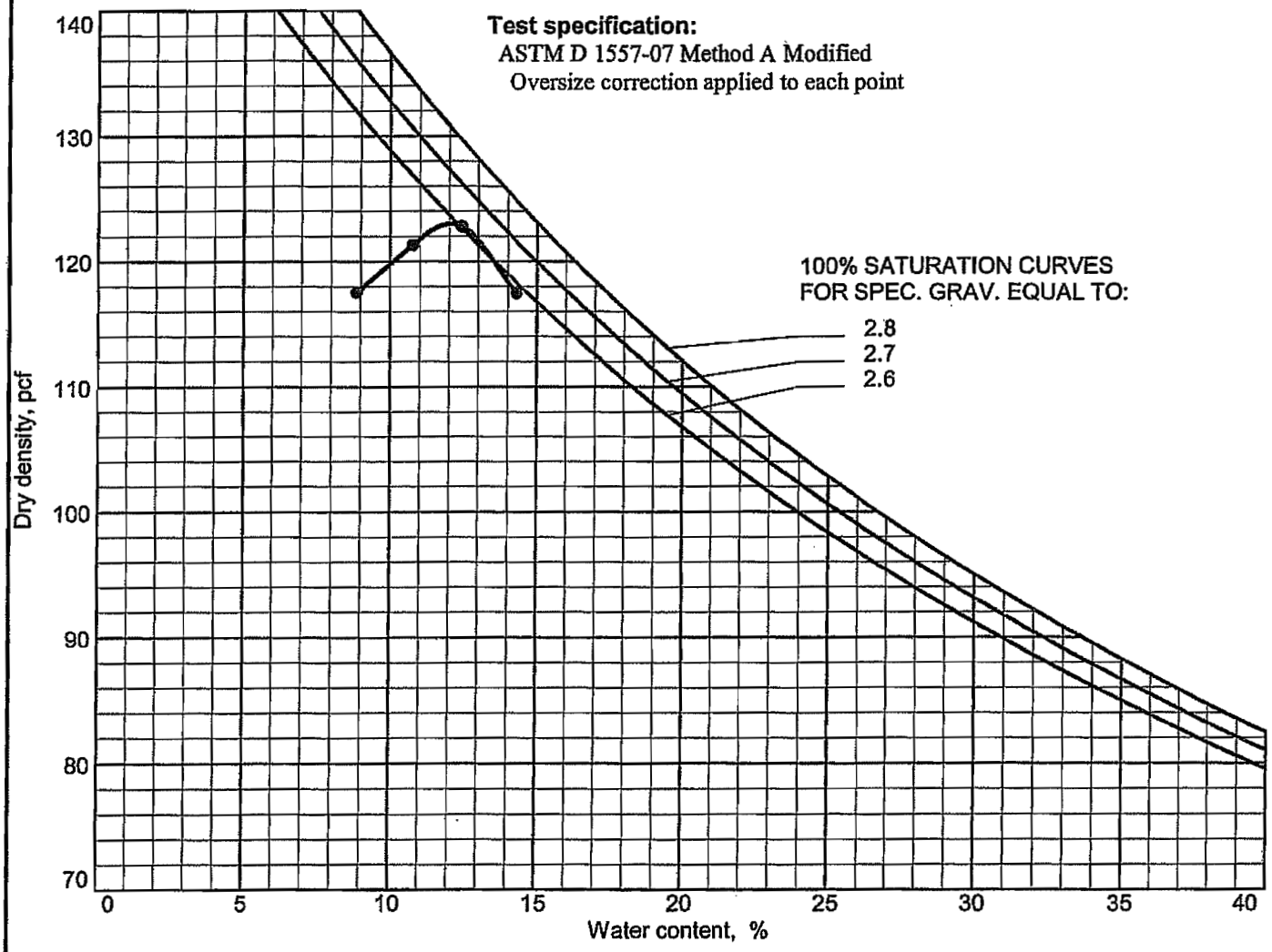


Figure B-14

COMPACTION TEST REPORT

Curve No.: 09-0037

Project No.: 20092529E1 **Date:** 06/26/09

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: TEST PIT TP-4 @ 0.3'-5.0'

Elev./Depth: 0.3'-5.0' **Sample No.** TP-4

Remarks: ENTERED BY:AS

MATERIAL DESCRIPTION

Description: SILTY SAND

Classifications - **USCS:** SM **AASHTO:**

Nat. Moist. = **Sp.G. =** 2.65

Liquid Limit = N/A **Plasticity Index =** N/A

% > No.4 = % **% < No.200 =**

ROCK CORRECTED TEST RESULTS
Maximum dry density = 125.0 pcf
Optimum moisture = 11.0 %

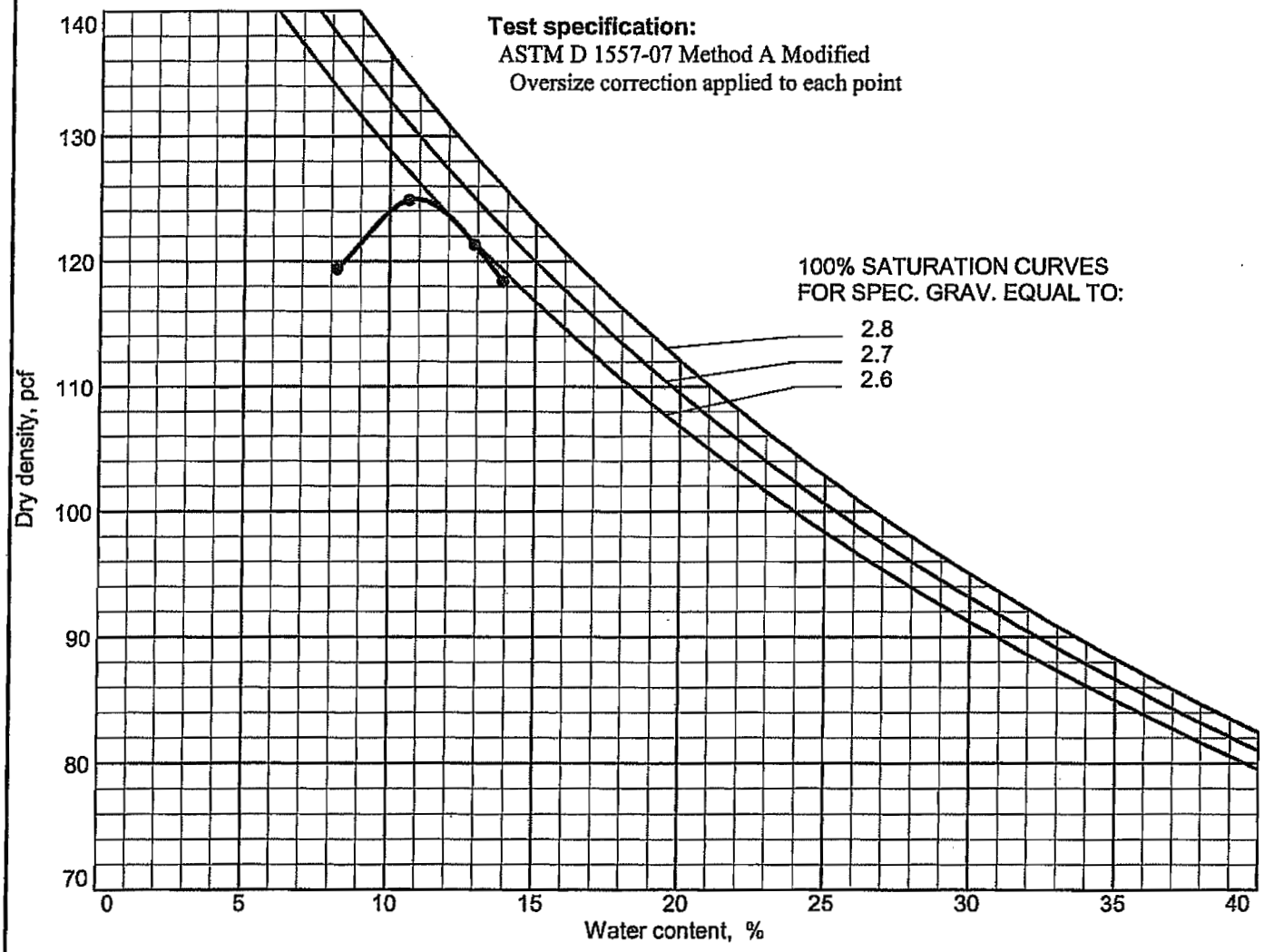


Figure B-15

COMPACTION TEST REPORT

Project No.: 20092529E1 **Date:** 6/26/09

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: TEST PIT TP-4 @ 5.0'-9.0'

Elev./Depth: 5.0'-9.0' **Sample No.** TP-4

Remarks:

MATERIAL DESCRIPTION

Description: SILTY SAND

Classifications - **USCS:** SM **AASHTO:** A-4(0)

Nat. Moist. = **Sp.G. =**

Liquid Limit = NV **Plasticity Index =** NP

% > No.4 = 11.2 % **% < No.200 =** 38.6 %

TEST RESULTS
Maximum dry density = 126.5 pcf
Optimum moisture = 11.0 %

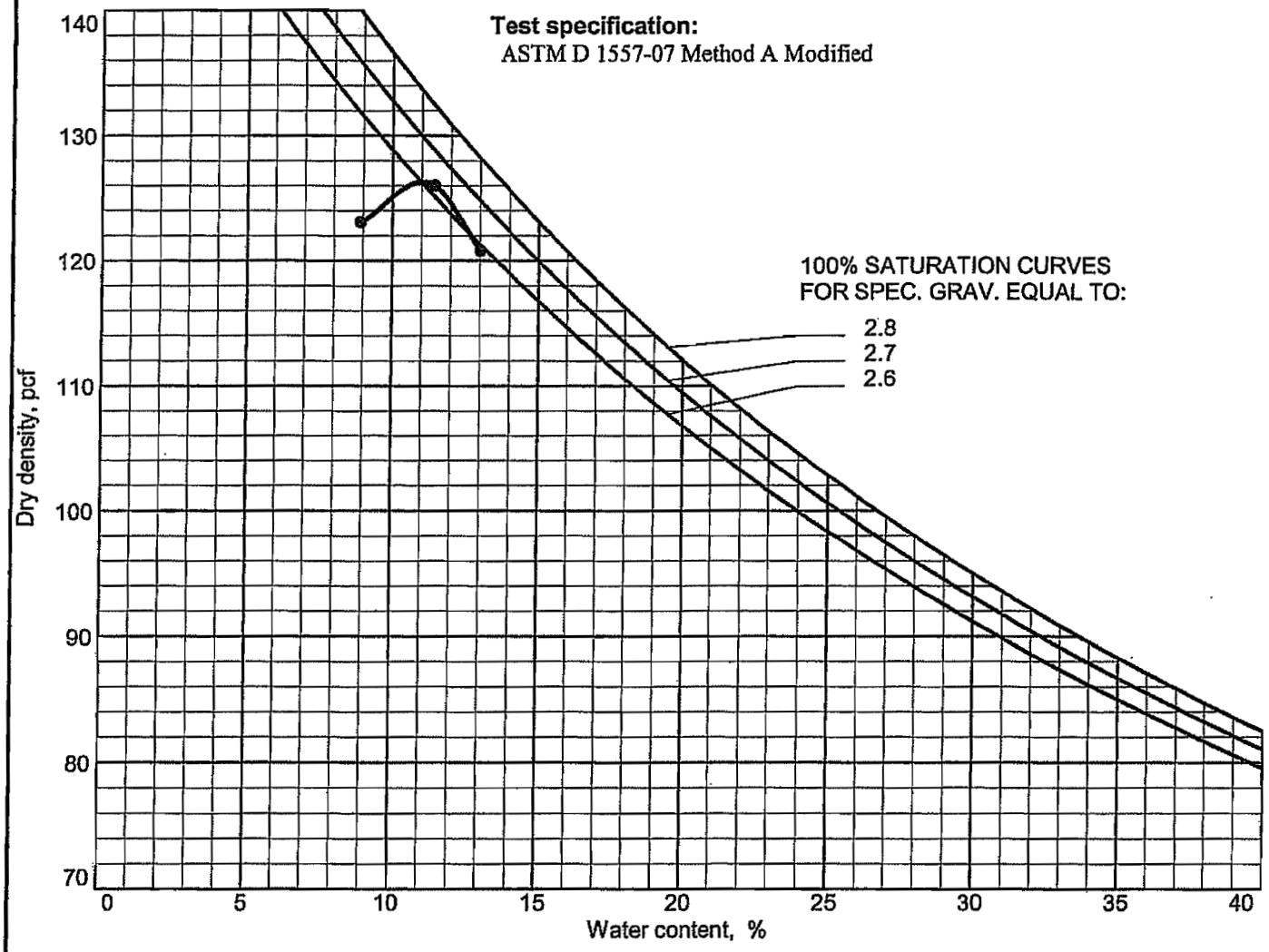
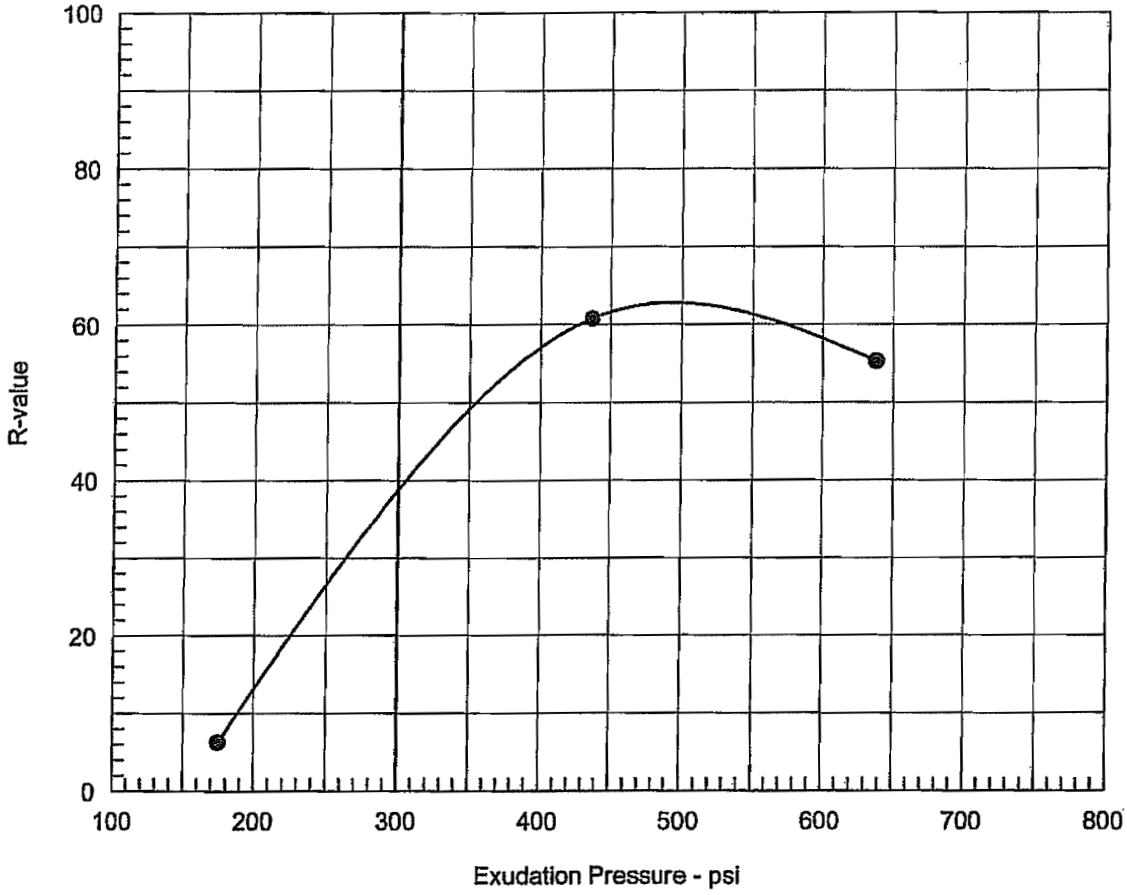


Figure B-16

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	350	112.1	14.8	0.00	134	2.70	175	6	6
2	350	114.9	12.9	0.48	34	2.40	437	63	61
3	350	112.3	12.0	0.64	39	2.40	638	58	55

Test Results	Material Description
R-value at 300 psi exudation pressure = 39	

Project No.: 20092529E1
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Location: TEST PIT TP-3 @ 0.0'-2.0'
Sample Number: TP-3 **Depth:** 0.0'-2.0'
Date: 6/29/2009

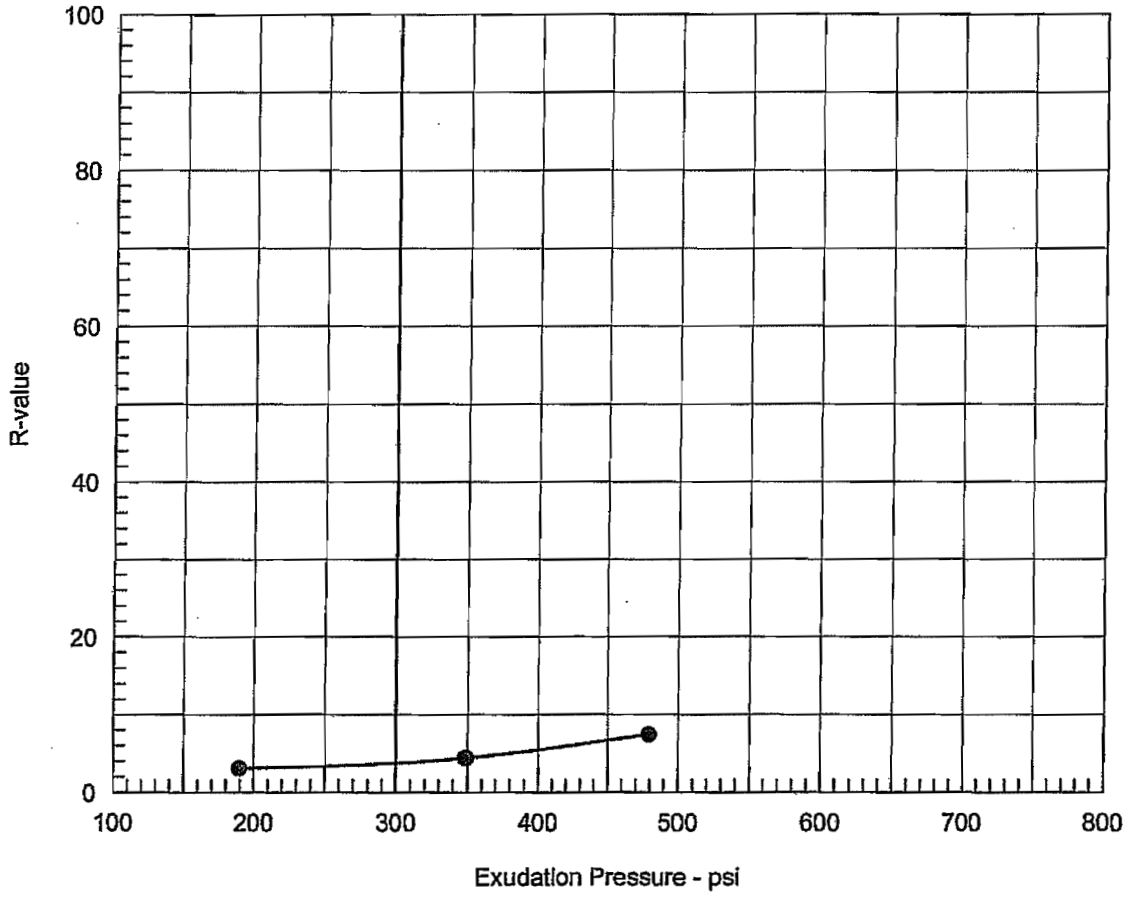
Tested by: AS
Checked by: AS
Remarks:

R-VALUE TEST REPORT

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure B-17

R-VALUE TEST REPORT



Resistance R-Value and Expansion Pressure - ASTM D 2844

No.	Compact. Pressure psi	Density pcf	Moist. %	Expansion Pressure psi	Horizontal Press. psi @ 160 psi	Sample Height in.	Exud. Pressure psi	R Value	R Value Corr.
1	100	109.0	16.0	0.00	145	2.50	189	3	3
2	150	112.8	15.0	0.00	140	2.50	349	4	4
3	250	114.7	14.1	0.00	132	2.50	479	7	7

Test Results	Material Description
R-value at 300 psi exudation pressure = 4	

Project No.: 20092529E1
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Location: TEST PIT TP-5 @ 0.0'-3.0'
Sample Number: TP-5 **Depth:** 0.0'-3.0'
Date: 6/29/2009

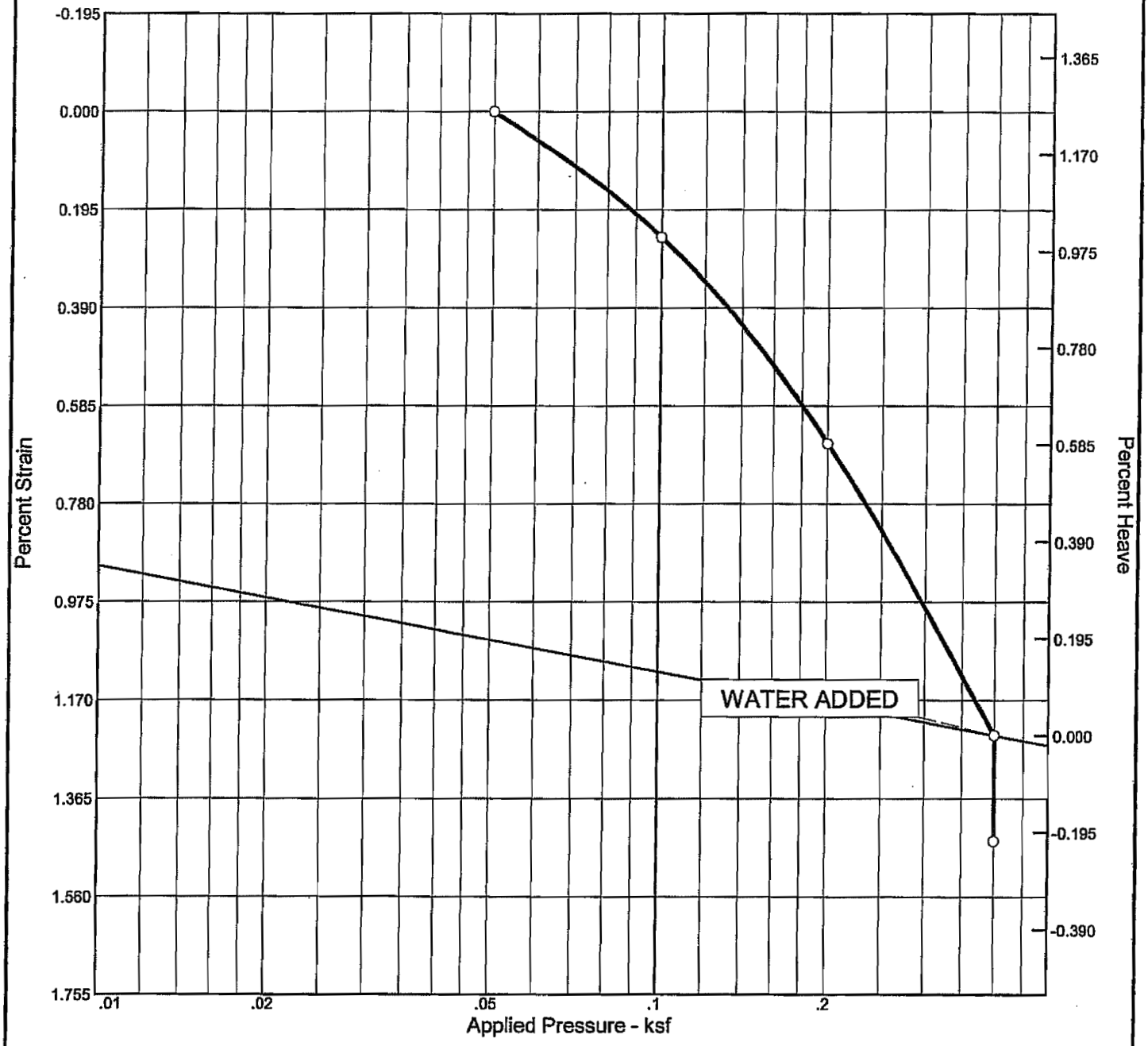
Tested by: AS
Checked by: AS
Remarks:

R-VALUE TEST REPORT

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure B-18

EXPANSION POTENTIAL



Natural		Dry Dens. (pcf)	LL	PI	Sp. Gr.	Overburden (ksf)	P_c (ksf)	C_c	C_r	Swell Press. (ksf)	Heave %	e_o
Sat.	Moist.											
96.3 %	28.0 %	93.4	N/A	N/A	2.65	0.70	61.85	0.00			-0.2	0.772

MATERIAL DESCRIPTION	USCS	AASHTO
LEAN CLAY WITH SAND	CL	

Project No. 20092529E1 **Client:** CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

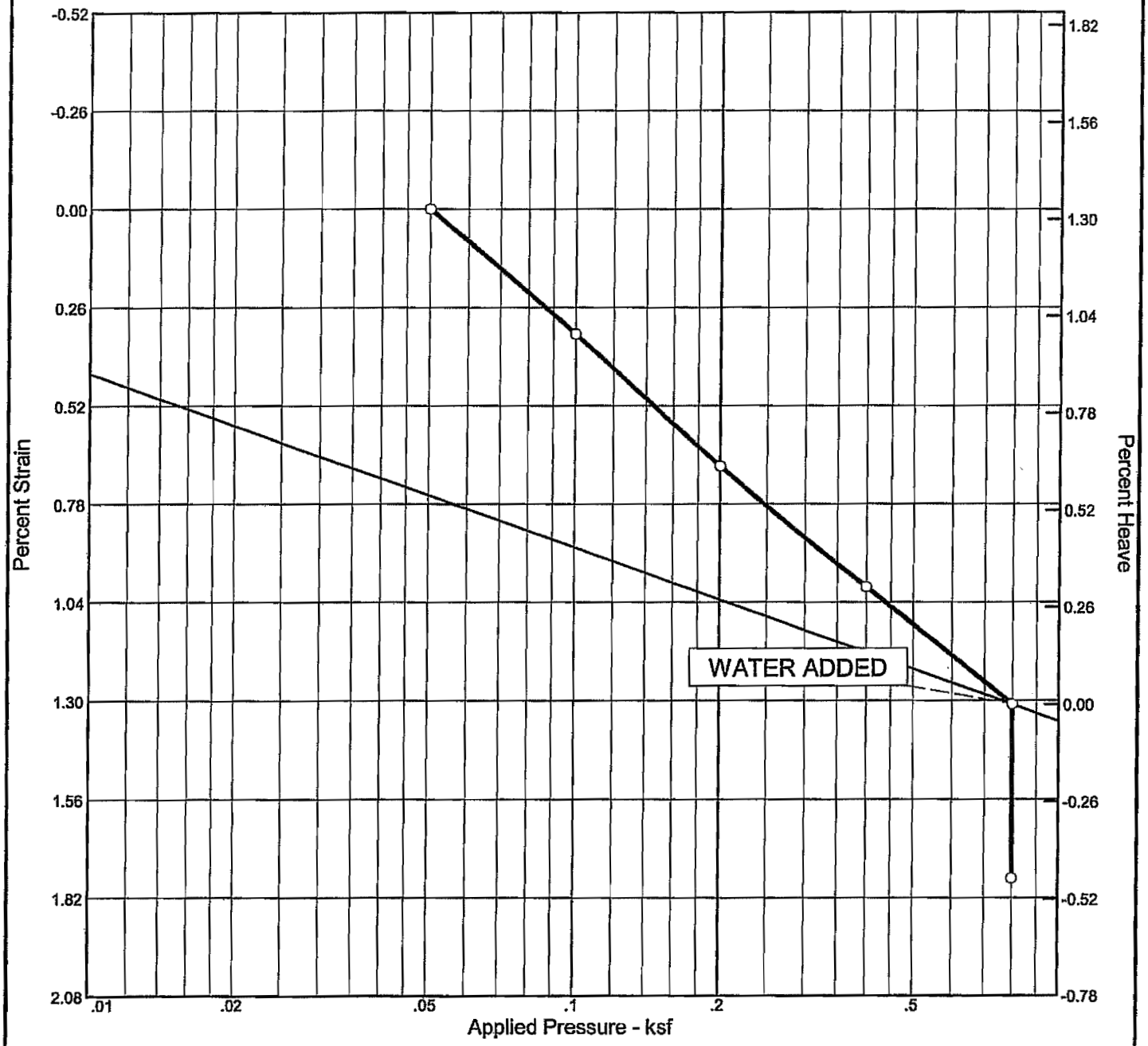
Location: BORING B-2 @ 6.0'-6.5'

Remarks:
ENTERED BY:AS

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure B-19

EXPANSION POTENTIAL



Natural		Dry Dens.	LL	PI	Sp.	Overburden	P_c	C_c	C_r	Swell Press.	Heave	e_o
Sat.	Moist.	(pcf)			Gr.	(ksf)	(ksf)			(ksf)	%	
93.0 %	24.2 %	97.9	N/A	N/A	2.65	0.70	550.18	0.01			-0.5	0.690

MATERIAL DESCRIPTION	USCS	AASHTO
LEAN CLAY	CL	

Project No. 20092529E1 **Client:** CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

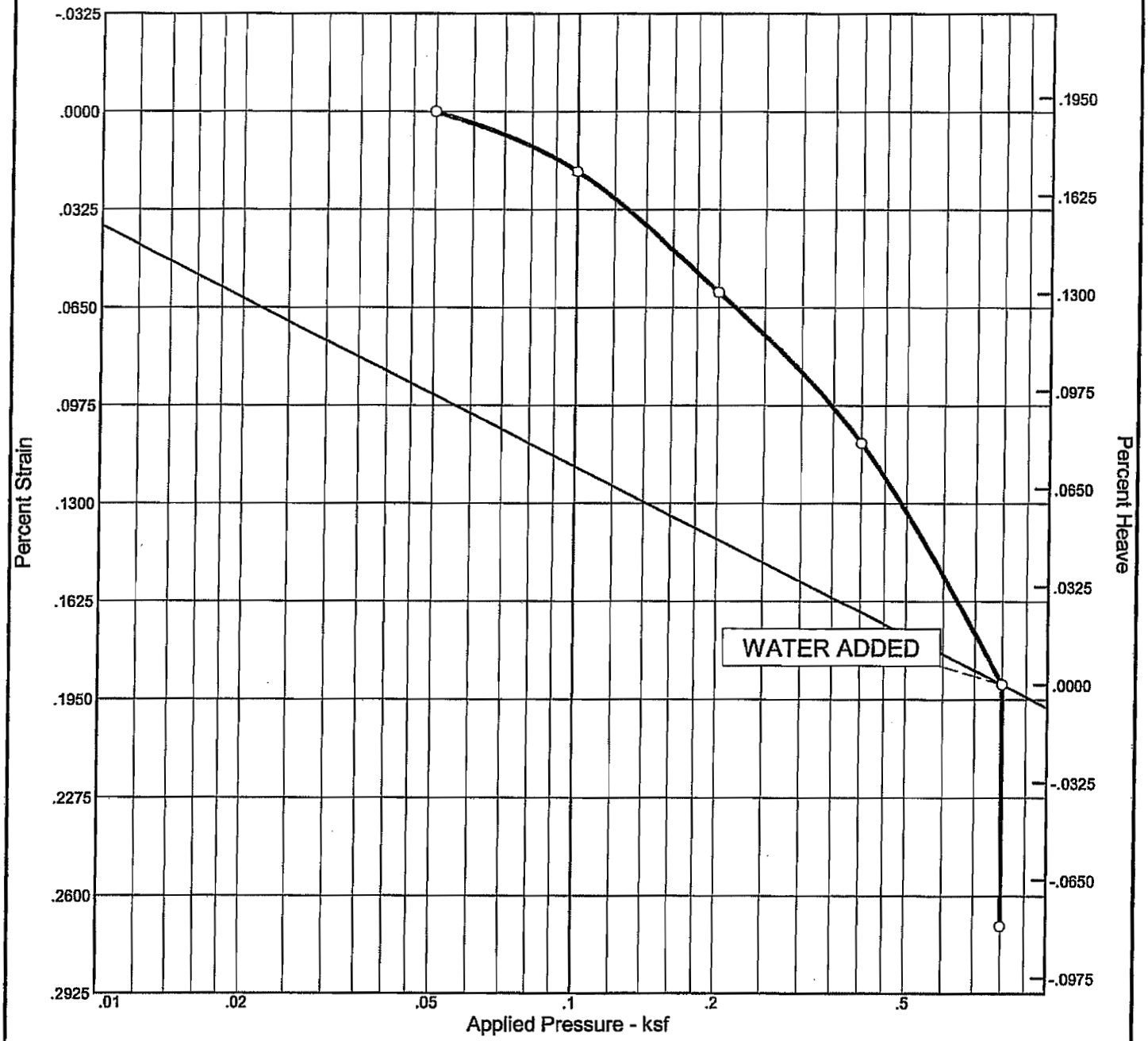
Location: BORING B-3 @ 6.0'-6.5'

Remarks:
ENTERED BY:AS

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure B-20

EXPANSION POTENTIAL



Natural		Dry Dens.	LL	PI	Sp.	Overburden	P_c	C_c	C_r	Swell Press.	Heave	e_o
Sat.	Moist.	(pcf)			Gr.	(ksf)	(ksf)			(ksf)	%	
63.4 %	13.4 %	106.2	N/A	N/A	2.65	1.30	0.00	0.00			-0.1	0.558

MATERIAL DESCRIPTION	USCS	AASHTO
	SM	

Project No. 20092529E1 **Client:** CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

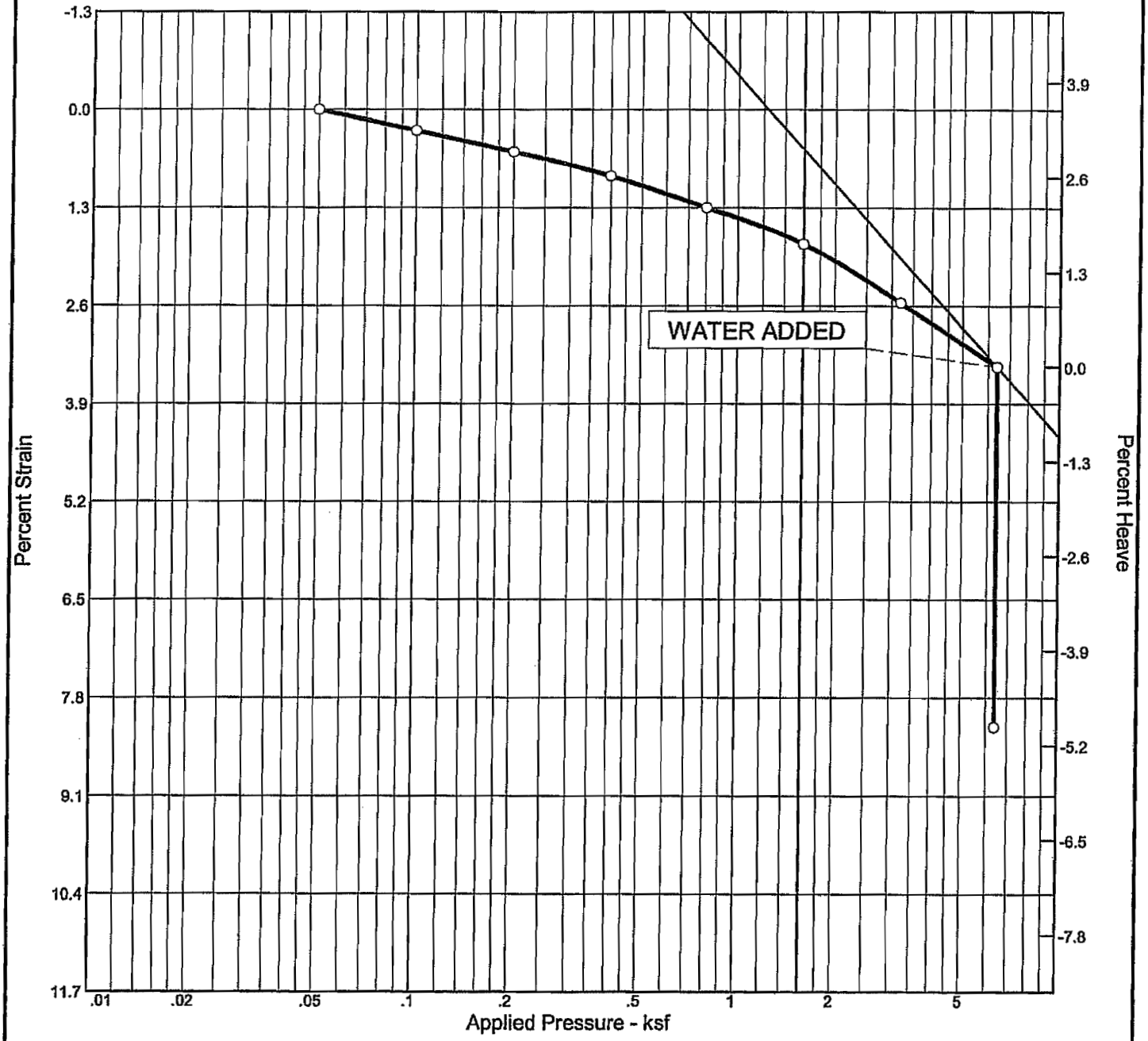
Location: BORING B-4 @ 11.0'-11.5'

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Remarks:
ENTERED BY:AS

Figure B-21

HYDRO-COLLAPSE



Natural		Dry Dens.	LL	PI	Sp.	Overburden	P_c	C_c	C_r	Swell Press.	Heave	e_o
Sat.	Moist.	(pcf)			Gr.	(ksf)	(ksf)			(ksf)	%	
30.0 %	8.2 %	96.1	N/A	N/A	2.65	0.60	3.45	0.08			-4.9	0.722

MATERIAL DESCRIPTION	USCS	AASHTO
SILTY SAND	SM	

Project No. 20092529E1 **Client:** CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: BORING B-1 @ 6.0'-6.5'

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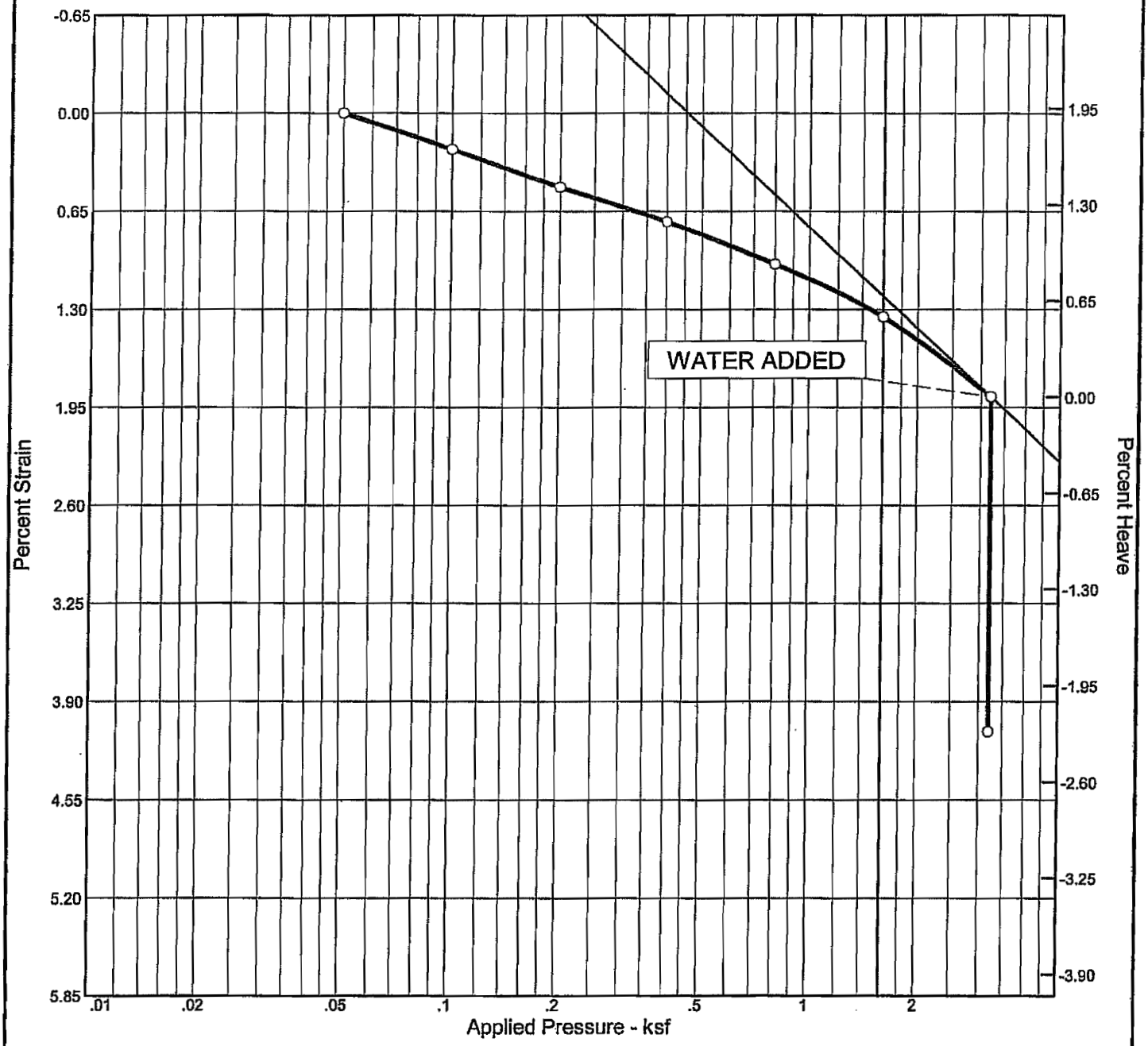
Remarks:
ENTERED BY:AS

Figure B-22

HYDRO-COLLAPSE



Natural		Dry Dens.	LL	PI	Sp.	Overburden	P_c	C_c	C_r	Swell Press.	Heave	e_o
Sat.	Moist.	(pcf)			Gr.	(ksf)	(ksf)			(ksf)	%	
48.8 %	11.0 %	103.6	N/A	N/A	2.65	0.30	1.98	0.04			-2.3	0.596

MATERIAL DESCRIPTION	USCS	AASHTO
CLAYEY SAND	SC	

Project No. 20092529E1 **Client:** CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

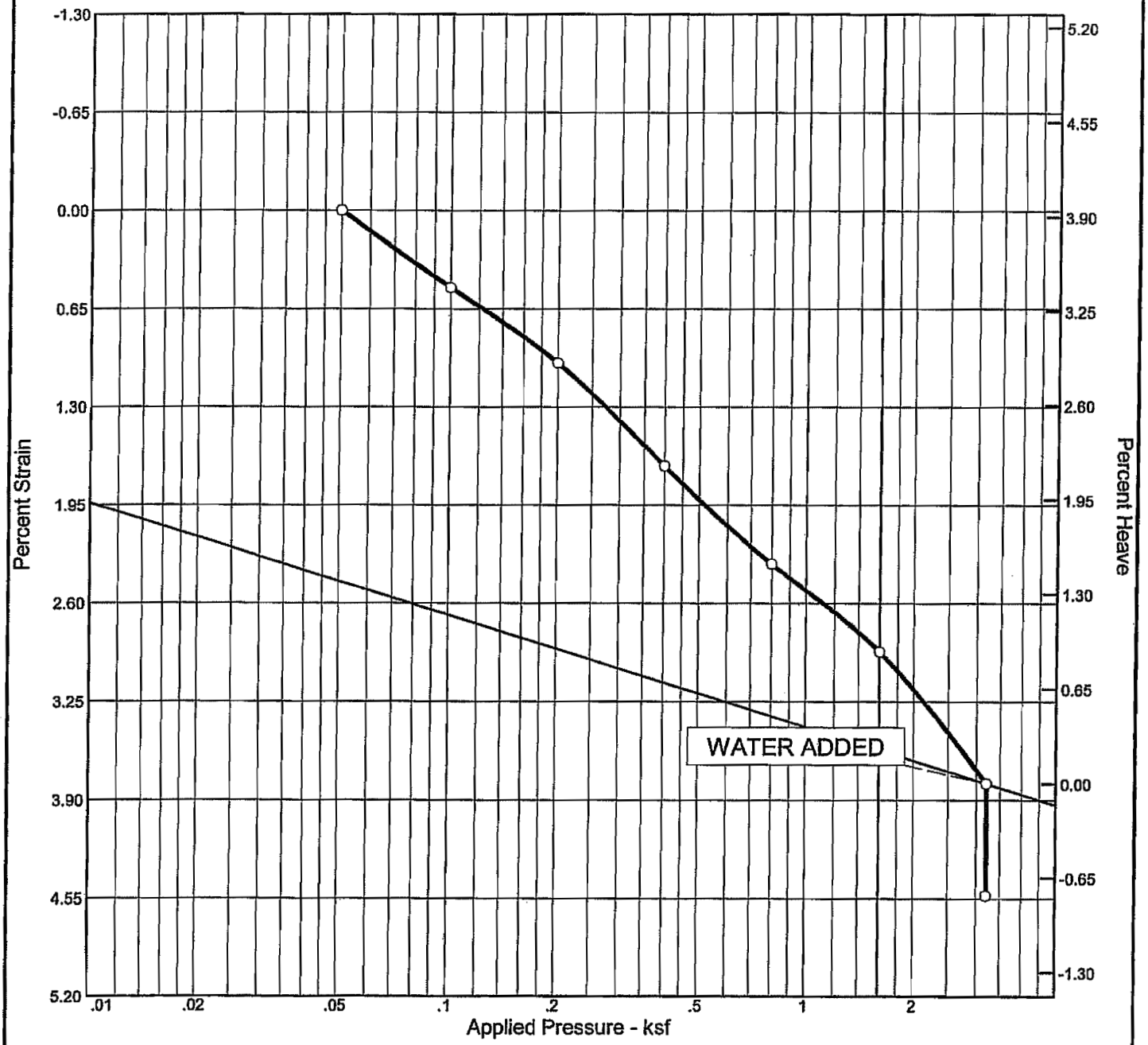
Location: BORING B-2 @ 3.0'-3.5'

Remarks:
ENTERED BY:AS

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure B-23

HYDRO-COLLAPSE



Natural		Dry Dens.	LL	PI	Sp.	Overburden	P_c	C_c	C_r	Swell Press.	Heave	e_o
Sat.	Moist.	(pcf)			Gr.	(ksf)	(ksf)			(ksf)	%	
72.0 %	16.9 %	101.9	N/A	N/A	2.65	0.30	49.07	0.01			-0.8	0.623

MATERIAL DESCRIPTION	USCS	AASHTO
SILTY SAND	SM	

Project No. 20092529E1 **Client:** CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: BORING B-3 @ 3.0'-3.5'

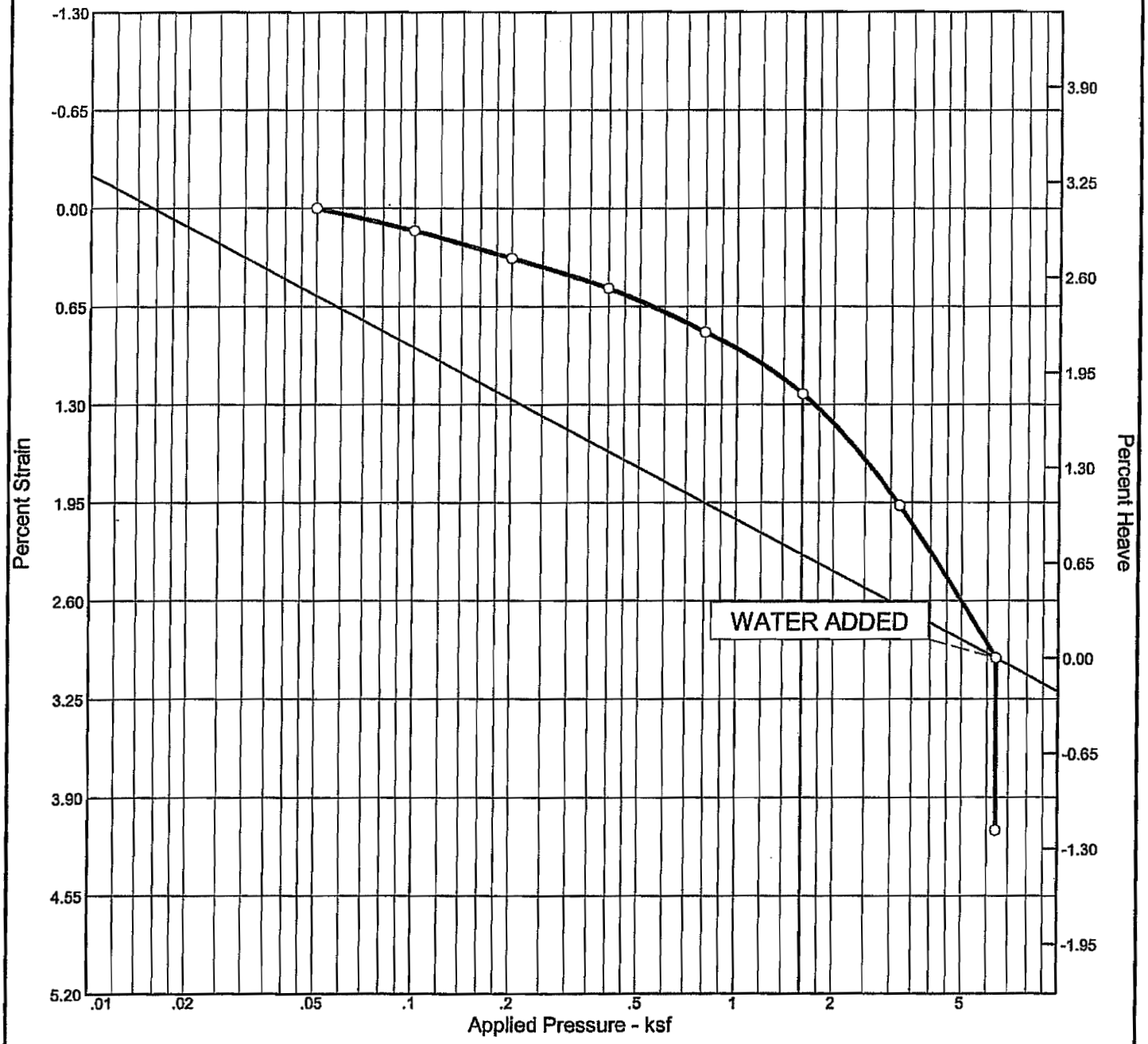
GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Remarks:

ENTERED BY:AS

Figure B-24

HYDRO-COLLAPSE



Natural		Dry Dens.	LL	PI	Sp.	Overburden	P_c	C_c	C_r	Swell Press.	Heave	e_o
Sat.	Moist.	(pcf)			Gr.	(ksf)	(ksf)			(ksf)	%	
82.2 %	19.7 %	101.1	N/A	N/A	2.65	0.70	0.00	0.02			-1.2	0.637

MATERIAL DESCRIPTION	USCS	AASHTO
SANDY LEAN CLAY	CL	

Project No. 20092529E1 **Client:** CH2M HILL

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: BORING B-4 @ 6.0'-6.5'

Remarks:
ENTERED BY:AS

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Figure B-25

GEOTECHNICAL &
ENVIRONMENTAL
SERVICES, INC.
GES

SWELL/EXPANSION TEST SUMMARY

7150 Placid Street
Las Vegas, Nevada 89119
(702) 365-1001

Project Name: CLV-WPCF Solar Photovoltaic Project
Project No.: 20092529E1
Sample Dates: 6/3/2009 and 6/4/2009
Client: CH2M HILL
Test Method: SNBC 1802.3.3 (60pcf surcharge) and ASTM D 4546 (others)
Report Date: June 26, 2009

LAB NUMBER	SAMPLE LOCATION	SAMPLE DEPTH (feet)	USCS	TEST CONDITION	SURCHARGE LOAD (psf)	INITIAL DRY DENSITY[1] (pcf)	INITIAL MOISTURE CONTENT[2] (%)	FINAL MOISTURE CONTENT (%)	EXPANSION[3] (%)
09-0034	B-1	3.0'-3.5'	SM	IN-PLACE	60	78.6	7.1	40.6	4
09-0034	B-2	6.0'-6.5'	CL	IN-PLACE	400	93.4	28.0	29.5	0
09-0034	B-3	6.0'-6.5'	CL	IN-PLACE	800	97.9	24.2	25.2	-1
09-0034	B-4	3.0'-3.5'	CL	IN-PLACE	60	110.7	9.9	20.4	1
09-0034	B-4	11.0'-11.5'	SM	IN-PLACE	800	106.2	13.4	18.3	0
09-0034	TP-1	3'-10'	SM	REMOLDED	60	111.9	11.0	15.5	5
09-0034	TP-2	0'-6'	SM	REMOLDED	60	112.5	10.4	18.7	9
09-0034	TP-3	2'-10'	CL	REMOLDED	60	111.8	10.4	24.4	17
09-0034	TP-4	5'-9'	SC	REMOLDED	60	106.8	16.3	17.6	5
09-0034	TP-5	3'-7'	CL	REMOLDED	60	111.3	11.2	21.8	10

1 Remolded samples were remolded to approximately 92% of the estimated soil maximum dry density (AASHTO T180)
2 Moisture content prior to oven drying.
3 Positive values refer to swell. Negative values refer to collapse.

Figure No. B-26

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LABORATORY NO:	15551(a)	**DATE:**	June 18, 2009
SAMPLE:		**P.O.:**	
MARKED:	20092529E1	**LAB ID:**	09-0034
SUBMITTED BY:	Geotechnical & Environmental Services	**SOIL SIEVE =**	-10
ANALYZED BY:	Kurt D. Ergun		

REPORT OF DETERMINATION

BORING NUMBER	B-1	B-2	B-3	B-4	B-5	
SAMPLE NUMBER						
DEPTH (feet)	3.5-5.0	3.0-3.5	3.5-5.0	6.5-10.0	3.0-3.5	
pH VALUE	8.26	8.41	8.45	8.53	8.69	
RED-OX (mv)	+605	+605	+601	+588	+630	
SULFATE (mg/Kg)	5830	5170	8608	7590	5830	
SULFIDE (mg/Kg)	Nil	Nil	Nil	Nil	Nil	
TOTAL SALTS (mg/Kg)	11872	15400	18368	14952	12320	
CHLORIDE (mg/Kg)	75	1175	1175	325	250	

Kurt D. Ergun

LABORATORY DIRECTOR

NOTES:

1. The soil:water extract ratio was 1:5, the results are in mg/Kg in the soil.
2. The standard methods used for the determinations are AWWA 4500 H pH Value, ASTM D 1498 Red-Ox, AWWA 4500 E-SO_4 Turbidimetric, AWWA 4500-S D Methylene Blue, AWWA 2510 Electrical Conductivity and AWWA 4500-Cl B Argentometric.
3. Nil is less than 1.0 mg/Kg.

Figure No. B-27

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ACT LAB NO:	15551(a)-2	**DATE:**	June 25, 2009
PROJECT NO:	20092529E1	**P.O.:**	
SUBMITTED BY:	Geotechnical & Environmental Services	**LAB ID:**	09-0034
ANALYZED BY:	Kurt D. Ergun		

REPORT OF DETERMINATION

AWWA 2540 C

SOIL SIEVE SIZE = -10 MESH

Sample No.	Location	Depth (feet)	Solubility Percent
	B-1	3.5-5.0	1.19
	B-2	3.0-3.5	1.54
	B-3	3.5-5.0	1.84
	B-4	6.5-10.0	1.50
	B-5	3.0-3.5	1.23

Kurt D. Ergun

LABORATORY DIRECTOR

Notes: The results for each constituent denote the percentage of that analyte, at a 1:5 (soil:water) extraction ratio, which is present in the soil.

Figure No. B-28

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LABORATORY NO:	15551(c)	**DATE:**	June 18, 2009
SAMPLE:		**P.O.:**	
MARKED:	20092529E1	**LAB ID:**	09-0034
SUBMITTED BY:	Geotechnical & Environmental Services	**SOIL SIEVE =**	-10
ANALYZED BY:	Kurt D. Ergun		

REPORT OF DETERMINATION

BORING NUMBER	TP-2	TP-3	TP-4	TP-5	TP-5	
SAMPLE NUMBER						
DEPTH (feet)	0-6.0	2.0-10.0	5.0-9.0	0-3.0	3.0-7.0	
pH VALUE	8.60	8.47	8.54	8.38	8.37	
RED-OX (mv)	+610	+613	+626	+606	+616	
SULFATE (mg/Kg)	10065	12760	4675	12788	10478	
SULFIDE (mg/Kg)	Nil	Nil	Nil	Nil	Nil	
TOTAL SALTS (mg/Kg)	18480	21112	11648	22064	19152	
CHLORIDE (mg/Kg)	1125	1325	475	1175	650	

Kurt D. Ergun

LABORATORY DIRECTOR

NOTES:

1. The soil:water extract ratio was 1:5, the results are in mg/Kg in the soil.
2. The standard methods used for the determinations are AWWA 4500 H pH Value, ASTM D 1498 Red-Ox, AWWA 4500 E-SO_4 Turbidimetric, AWWA 4500-S D Methylene Blue, AWWA 2510 Electrical Conductivity and AWWA 4500-Cl B Argentometric.
3. Nil is less than 1.0 mg/Kg.

Figure No. B-29

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ACT LAB NO:	15551(c)-2	**DATE:**	June 25, 2009
PROJECT NO:	20092529E1	**P.O.:**	
SUBMITTED BY:	Geotechnical & Environmental Services	**LAB ID:**	09-0034
ANALYZED BY:	Kurt D. Ergun		

REPORT OF DETERMINATION

AWWA 2540 C

SOIL SIEVE SIZE = -10 MESH

Sample No.	Location	Depth (feet)	Solubility Percent
	TP-2	0-6.0	1.85
	TP-3	2.0-10.0	2.11
	TP-4	5.0-9.0	1.16
	TP-5	0-3.0	2.21
	TP-5	3.0-7.0	1.92

Kurt D. Ergun

LABORATORY DIRECTOR

Notes: The results for each constituent denote the percentage of that analyte, at a 1:5 (soil:water) extraction ratio, which is present in the soil.

Figure No. B-30

APPENDIX C
FILL STOCKPILES EVALUATION

PRELIMINARY GEOTECHNICAL EVALUATION REPORT
CLV- WPCF SOLAR PHOTOVOLTAIC PROJECT
LOCATED NEAR THE SOUTHWEST CORNER OF
VEGAS VALLEY DRIVE AND TREE LINE DRIVE
CLARK COUNTY, NEVADA

As previously described the majority of the southern 2/3 of the site has been used as a spoils dump area for soils and debris, likely from nearby construction projects. Many of the piles are contiguous from end-dump trucks, except one large pile of imported reddish-brown cobbles located within the southern portion of the site parallel to the Las Vegas Wash. Within the piles are scattered large caliche boulders, large pieces of crushed asphalt pavement and waste concrete, plastic wire insulation, and various landscape debris. The spoils vary in soil type from boulders and cobbles to poorly graded gravels to clays and silts. The actual depths and lateral extent of the fill piles are unknown, but it is likely that spread fill exists across the site and beneath the spoils piles to depths of at least a few feet to several feet.

It is our understanding that the owner may want to use the on-site soils as structural fill at the site. GES obtained bulk samples and performed laboratory testing on the samples to evaluate the suitability of the soils in the piles for use as structural fill. Bulk samples were obtained from the fill piles at 5 locations throughout the site with a back-hoe. The soils sampled at each location were blended so the resulting bulk sample was a composite of the materials obtained at each location. The locations of the 5 sample locations, C-1 through C-5, are shown on Figure A-2.

GES performed laboratory testing on each of the bulk samples to evaluate the physical and engineering properties of the soils and evaluate the suitability of the soils for use as structural fill. Laboratory testing included grain size distribution (ASTM D 9999), Attegberg Limits (STM D 4318), remolded swell tests (Southern Nevada Amendments to the 2006 International Building Code), maximum laboratory dry density (ASTM D 1557) and corrosivity tests including pH, reduction-oxidation potential, sulfate, sulfide, total salt and chloride tests, and total soluble solids. The test results are presented on Figures C-1 through C-10 in Appendix C. Detailed descriptions of the laboratory tests performed are also presented in Appendix B.

The debris observed in the fill soils, including organics, wire, trash, and concrete pieces are not suitable for use as structural fill and should be removed from the site. Generally the soils in the fill piles will be suitable for use as structural fill provided they are processed to meet the criteria for imported structural fill presented in Section 4.1. of this report.

The tests performed and the applicable import criteria from Section 4.1. of this report are presented in the following table:

Laboratory Test Summary

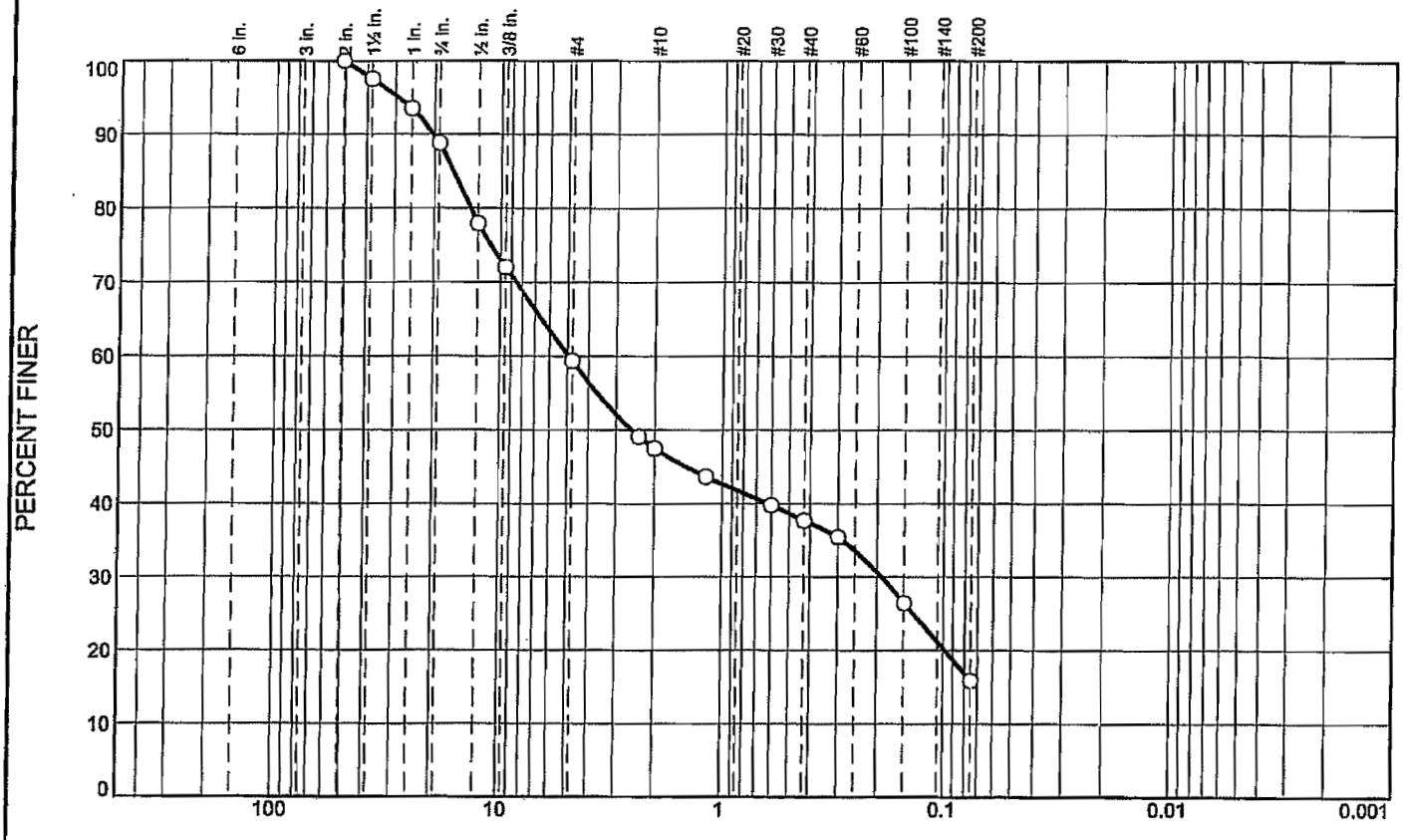
Type of Test		Import Criteria*	Sample Location				
			C-1	C-2	C-3	C-4	C-5
Passing the No. 200 Sieve, %		15-50	15.9	28.5	30.9	46.8	48.6
Liquid Limit		≤ 35	No-Value	28	No-Value	No-Value	32
Plasticity Index		≤ 15	Non Plastic	9	Non Plastic	Non Plastic	11
Maximum Dry Density, pcf		–	–	136.5	–	124.5	–
Optimum Moisture, %		–	–	8.0	–	11.5	–
Remolded Swell Potential (Section 1802.3.3 of the SNBCA), %		< 8	5	4	1	11	15
Chemical Testing	pH	–	8.62	8.75	8.58	8.43	8.32
	Red-Ox, mV	–	+606	+603	+605	+622	+625
	Sulfate, %	≤ 1.00	0.65	0.06	0.12	0.72	0.99
	Sulfide, %	–	Nil	Nil	Nil	Nil	Nil
	Total Salts, %	–	1.19	0.40	0.54	1.30	3.21
	Chloride, %	–	0.05	0.02	0.03	0.04	0.59
	Solubility, %	≤ 2.00	1.19	0.37	0.54	1.30	3.21

*Import Criteria presented in Section 4.1. of this report

Based on the laboratory test results the soils sampled at locations C-1 through C-3 satisfy the import criteria while the soils sampled at location C-4 and C-5 do not based on the swell potential; the material samples at location C-5 also does not meet the solubility criteria. It may be possible to process fill pile soils that do not satisfy the import criteria to bring the material into accordance with the import criteria.

These results are for informational purposes only and do not constitute an acceptance of the material for placement as structural fill. Prior to any uncontrolled fill piles being used as structural fill they should be sampled and tested for suitability due to the variation in the material in the fill piles. If fill pile soils are to be placed as structural fill during construction, after acceptance by the Geotechnical Consultant, any debris or trash, including concrete pieces, should be removed from the fill piles and properly disposed of off-site. Structural fill should be free of material greater than 4 inches in nominal dimension and should be processed and placed in accordance with the recommendations in this report.

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	11.2	29.5	11.9	9.7	21.8	15.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
2	100.0		
1.5	97.5		
1	93.5		
.75	88.8		
.5	78.0		
.375	72.0		
#4	59.3		
#8	49.1		
#10	47.4		
#16	43.6		
#30	39.8		
#40	37.7		
#50	35.4		
#100	26.4		
#200	15.9		

* (no specification provided)

Material Description

Silty sand with gravel

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 16.3987 D_{60}= 4.9344 D_{50}= 2.5619
D_{30}= 0.1903 D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO= A-1-b

Remarks

ENTERED BY:AS

Sample Number: C-1
Location: C-1 STOCKPILE

Date: 09/22/09

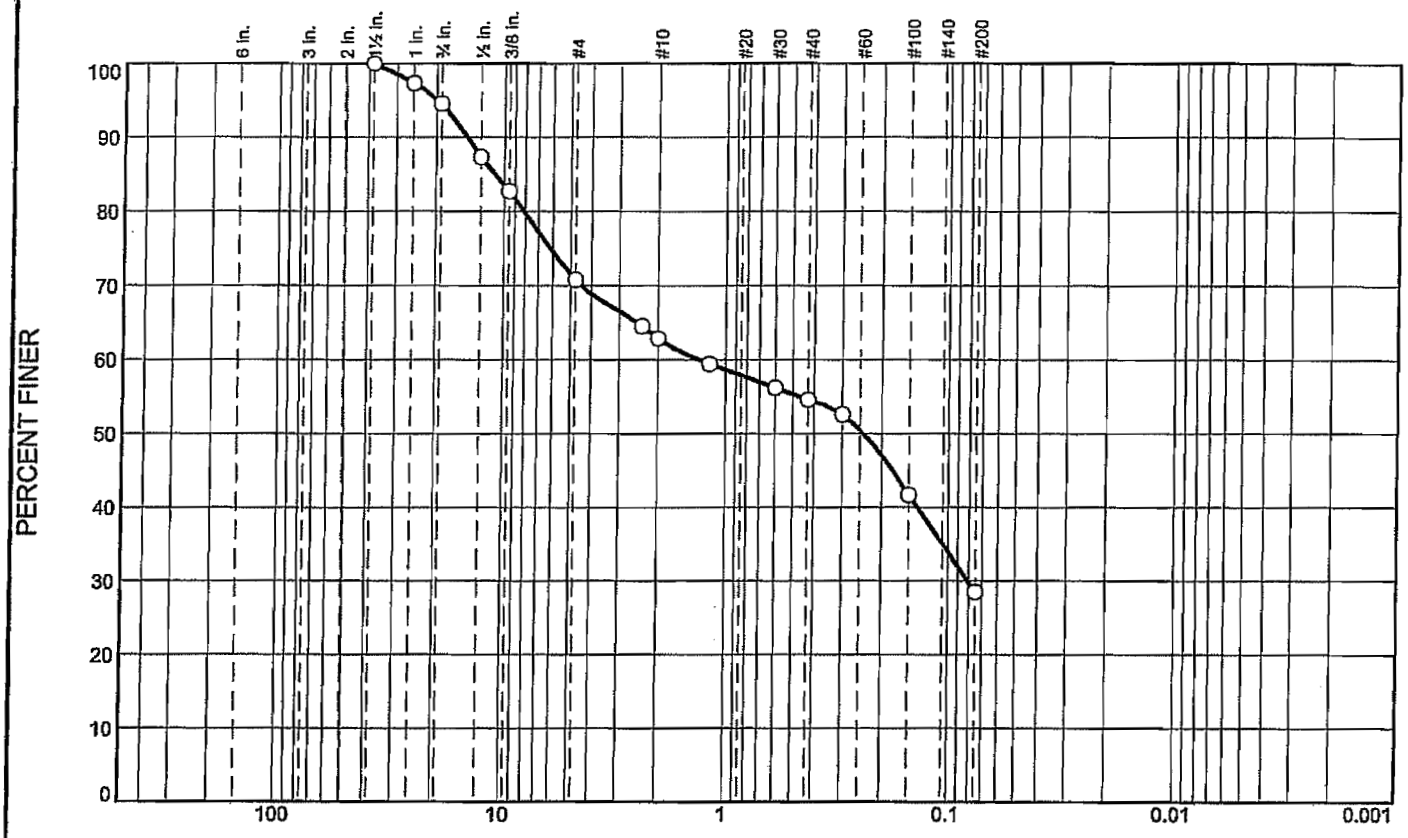
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

GES

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** C-1

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	5.5	23.7	7.9	8.3	26.1	28.5	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5	100.0		
1	97.3		
.75	94.5		
.5	87.3		
.375	82.8		
#4	70.8		
#8	64.5		
#10	62.9		
#16	59.4		
#30	56.2		
#40	54.6		
#50	52.6		
#100	41.7		
#200	28.5		

* (no specification provided)

Material Description

Clayey sand with gravel

Atterberg Limits

PL= 19 LL= 28 PI= 9

Coefficients

D_{85}= 10.9926 D_{60}= 1.3249 D_{50}= 0.2415
D_{30}= 0.0812 D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SC AASHTO= A-2-4(0)

Remarks

ENTERED BY:AS

Sample Number: C-2
Location: C-2 STOCKPILE

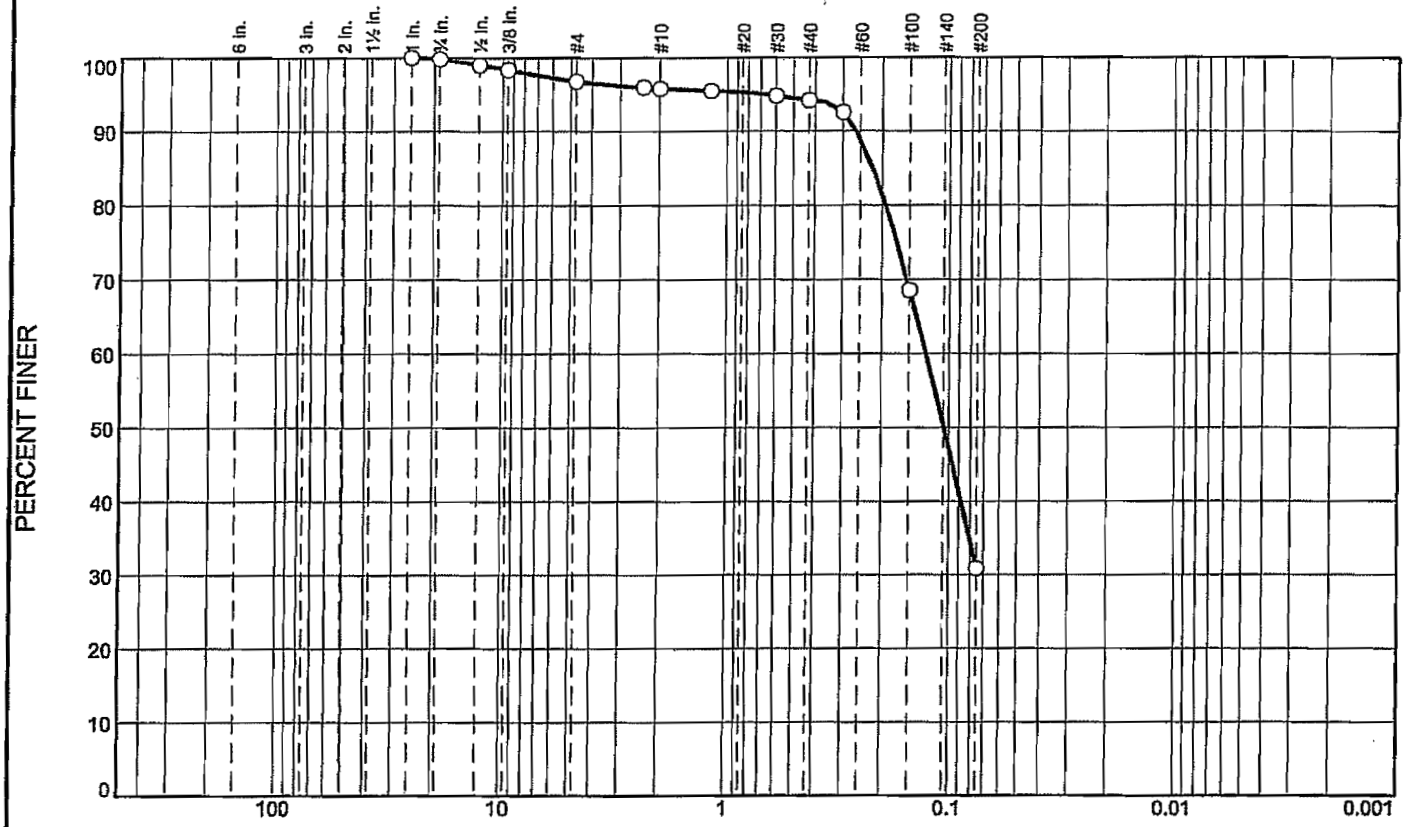
Date: 06/22/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** C-2

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.2	3.1	0.9	1.7	63.2	30.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1	100.0		
.75	99.8		
.5	99.0		
.375	98.3		
#4	96.7		
#8	95.9		
#10	95.8		
#16	95.4		
#30	94.8		
#40	94.1		
#50	92.6		
#100	68.5		
#200	30.9		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 0.2203 D_{60}= 0.1268 D_{50}= 0.1053
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SM AASHTO= A-2-4(0)

Remarks

ENTERED BY:AS

Sample Number: C-3
Location: C-3 STOCKPILE

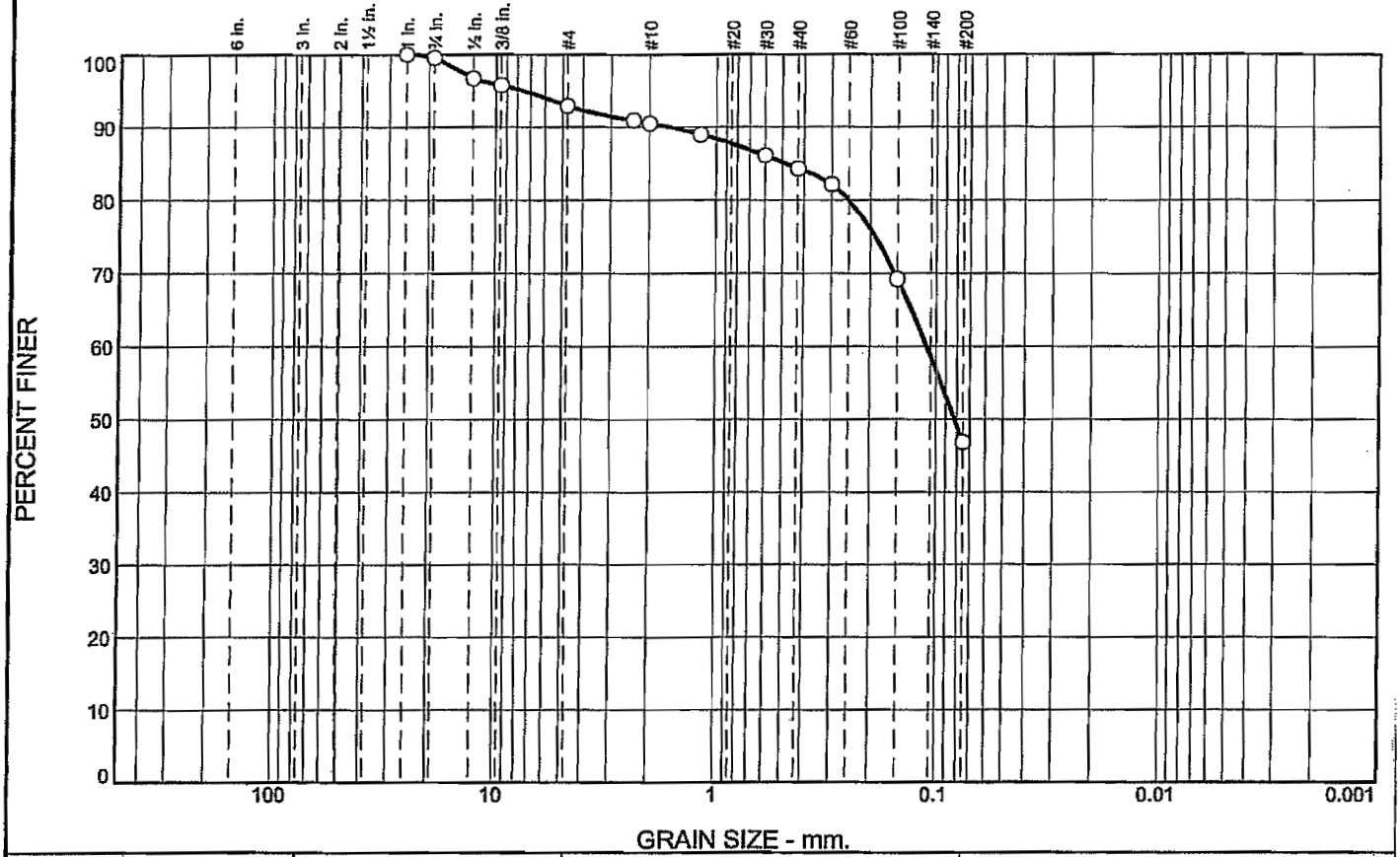
Date: 06/22/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** C-3

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.5	6.6	2.4	6.2	37.5	46.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1	100.0		
.75	99.5		
.5	96.7		
.375	95.8		
#4	92.9		
#8	90.9		
#10	90.5		
#16	89.0		
#30	86.1		
#40	84.3		
#50	82.2		
#100	69.2		
#200	46.8		

* (no specification provided)

Material Description

Silty sand

Atterberg Limits

PL= NP LL= NV PI= NP

Coefficients

D_{85}= 0.4829 D_{60}= 0.1104 D_{50}= 0.0822
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= AASHTO= A-4(0)

Remarks

ENTERED BY:AS

Sample Number: C-4
Location: C-4 STOCKPILE

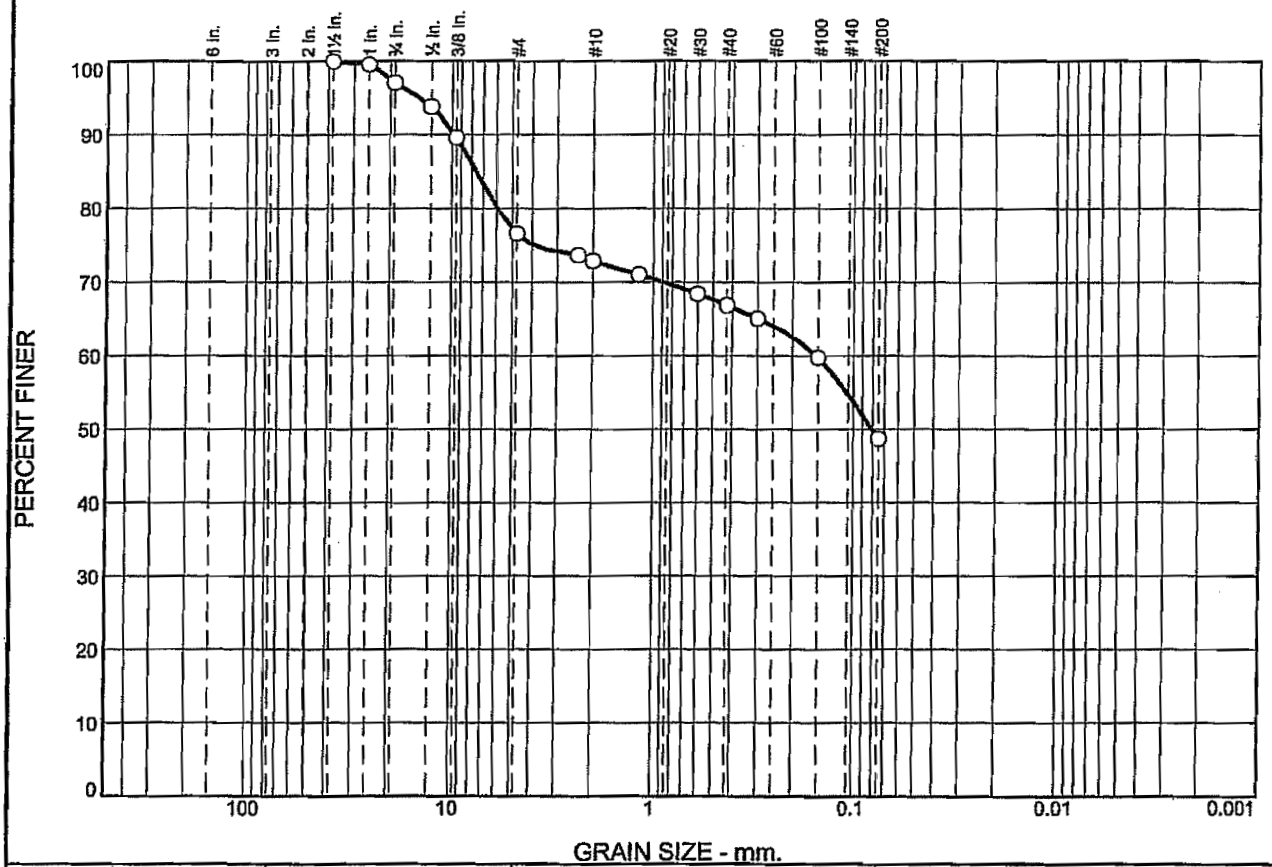
Date: 06/22/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** C-4

Tested By: AS **Checked By:** AS

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	2.9	20.5	3.7	6.0	18.3	48.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5	100.0		
1	99.6		
.75	97.1		
.5	93.8		
.375	89.6		
#4	76.6		
#8	73.6		
#10	72.9		
#16	71.0		
#30	68.4		
#40	66.9		
#50	65.1		
#100	59.7		
#200	48.6		

* (no specification provided)

Material Description

Clayey sand with gravel

Atterberg Limits

PL= 21 LL= 32 PI= 11

Coefficients

D_{85}= 7.5625 D_{60}= 0.1536 D_{50}= 0.0808
D_{30}= D_{15}= D_{10}=
C_u= C_c=

Classification

USCS= SC AASHTO= A-6(3)

Remarks

ENTERED BY:AS

Sample Number: C-5
Location: C-5 STOCKPILE

Date: 06/22/09

GES GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

Client: CH2M HILL
Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT
Project No: 20092529E1 **Figure** C-5

Tested By: AS **Checked By:** AS

COMPACTION TEST REPORT

Curve No.: 09-0034

Project No.: 20092529E1 **Date:** 6/26/09

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: C-2 STOCKPILE

Elev./Depth: **Sample No.** C-2

Remarks:

MATERIAL DESCRIPTION

Description: Clayey sand with gravel

Classifications - **USCS:** SC **AASHTO:** A-2-4(0)

Nat. Moist. = **Sp.G. =** 2.65

Liquid Limit = 28 **Plasticity Index =** 9

% > 3/8 in. = 17.2 % **% < No.200 =** 28.5 %

ROCK CORRECTED TEST RESULTS
Maximum dry density = 136.5 pcf
Optimum moisture = 8.0 %

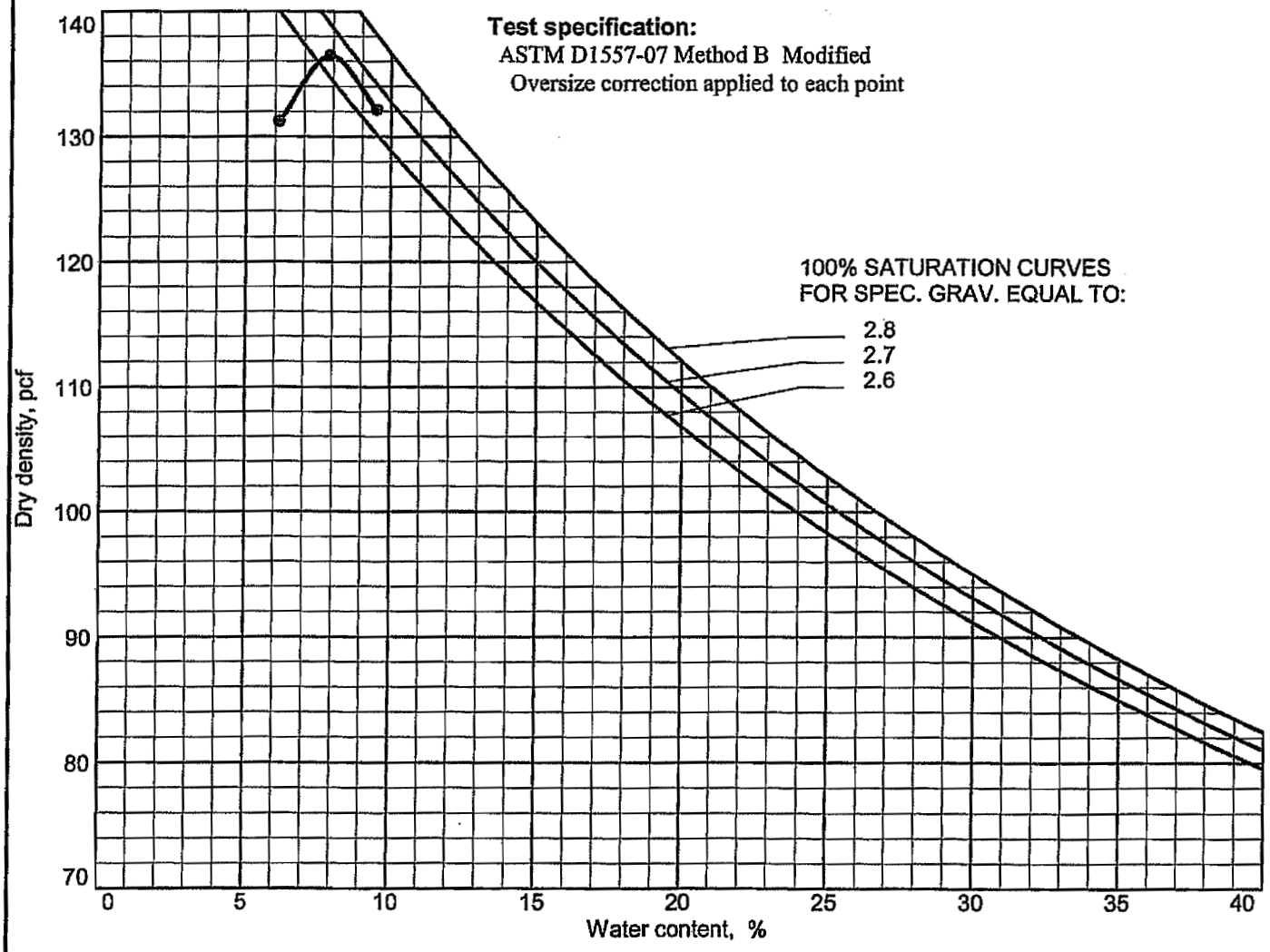


Figure C-6

COMPACTION TEST REPORT

Curve No.: 09--0034

Project No.: 20092529E1 **Date:** 6/26/09

Project: CITY OF LAS VEGAS-WPCF SOLAR PHOTOVOLTAIC PROJECT

Location: C-4 STOCKPILE

Elev./Depth: **Sample No.** C-4

Remarks:

MATERIAL DESCRIPTION

Description: Silty sand

Classifications - **USCS:** SM **AASHTO:** A-4(0)

Nat. Moist. = **Sp.G. =** 2.65

Liquid Limit = NV **Plasticity Index =** NP

% > No.4 = 7.1 % **% < No.200 =** 46.8 %

ROCK CORRECTED TEST RESULTS
Maximum dry density = 124.5 pcf
Optimum moisture = 11.5 %

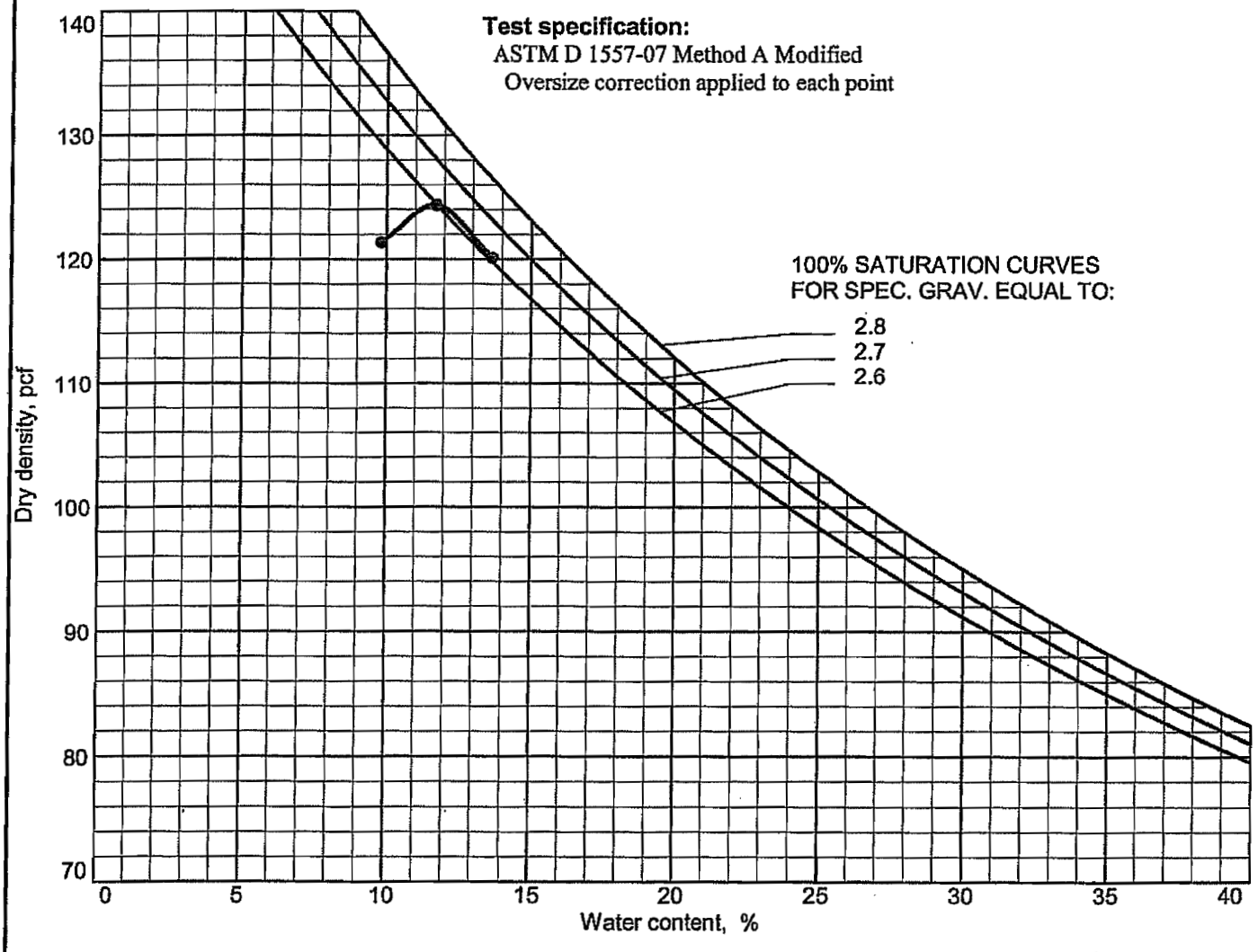


Figure C-7

GEOTECHNICAL &
ENVIRONMENTAL
SERVICES, INC.

7150 Placid Street
Las Vegas, Nevada 89119
(702) 365-1001

SWELL/EXPANSION TEST SUMMARY

Project Name: CLV-WPCF Solar Photovoltaic Project
Project No.: 20092529E1
Sample Dates: 6/3/2009 and 6/4/2009
Client: CH2M HILL
Test Method: SNBC 1802.3.3 (60pcf surcharge) and ASTM D 4546 (others)
Report Date: June 26, 2009

LAB NUMBER	SAMPLE LOCATION	SAMPLE DEPTH (feet)	USCS	TEST CONDITION	SURCHARGE LOAD (psf)	INITIAL DRY DENSITY[1] (pcf)	INITIAL MOISTURE CONTENT[2] (%)	FINAL MOISTURE CONTENT (%)	EXPANSION[3] (%)
09-0034	C-1	N/A	SC	REMOLDED	60	10.2	17.4	112.7	5
09-0034	C-2	N/A	SC	REMOLDED	60	10.1	16.8	112.7	4
09-0034	C-3	N/A	SM	REMOLDED	60	10.4	14.3	112.4	1
09-0034	C-4	N/A	SM	REMOLDED	60	10.2	19.6	112.6	11
09-0034	C-5	N/A	SC	REMOLDED	60	10.4	23.5	112.4	15

1 Remolded samples were remolded to approximately 92% of the estimated soil maximum dry density (AASHTO T180)
2 Moisture content prior to oven drying.
3 Positive values refer to swell. Negative values refer to collapse.

Figure No. C-8

Atlas Consultants, Inc.

6000 S. Eastern Avenue, Suite 10J • Las Vegas, Nevada 89119
(702) 383-1199 • Fax (702) 383-4983

CHEMICAL
PHYSICAL

member of
AMERICAN SOCIETY FOR
TESTING MATERIALS

LABORATORY NO:	15551(b)	**DATE:**	June 18, 2009
SAMPLE:		**P.O.:**	
MARKED:	20092529E1	**LAB ID:**	09-0034
SUBMITTED BY:	Geotechnical & Environmental Services	**SOIL SIEVE =**	-10
ANALYZED BY:	Kurt D. Ergun		

REPORT OF DETERMINATION

BORING NUMBER	C-1	C-2	C-3	C-4	C-5	
SAMPLE NUMBER						
DEPTH (feet)	Stockpile	Stockpile	Stockpile	Stockpile	Stockpile	
pH VALUE	8.62	8.75	8.58	8.43	8.32	
RED-OX (mv)	+606	+603	+605	+622	+625	
SULFATE (mg/Kg)	6545	632	1238	7150	9928	
SULFIDE (mg/Kg)	Nil	Nil	Nil	Nil	Nil	
TOTAL SALTS (mg/Kg)	11872	3696	5432	12992	32144	
CHLORIDE (mg/Kg)	450	150	275	400	5925	

Kurt D. Ergun

LABORATORY DIRECTOR

NOTES:

1. The soil:water extract ratio was 1:5, the results are in mg/Kg in the soil.
2. The standard methods used for the determinations are AWWA 4500 H pH Value, ASTM D 1498 Red-Ox, AWWA 4500 E-SO_4 Turbidimetric, AWWA 4500-S D Methylene Blue, AWWA 2510 Electrical Conductivity and AWWA 4500-Cl B Argentometric.
3. Nil is less than 1.0 mg/Kg.

Figure No. C-9

Atlas Consultants, Inc.

6000 S. Eastern Avenue, Suite 10J • Las Vegas, Nevada 89119
(702) 383-1199 • Fax (702) 383-4983

CHEMICAL
PHYSICAL

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AMERICAN SOCIETY FOR
TESTING MATERIALS

ACT LAB NO:	15551(b)-2	**DATE:**	June 25, 2009
PROJECT NO:	20092529E1	**P.O.:**	
SUBMITTED BY:	Geotechnical & Environmental Services	**LAB ID:**	09-0034
ANALYZED BY:	Kurt D. Ergun		

REPORT OF DETERMINATION

AWWA 2540 C

SOIL SIEVE SIZE = -10 MESH

Sample No.	Location	Depth (feet)	Solubility Percent
	C-1	stockpile	1.19
	C-2	Stockpile	0.37
	C-3	Stockpile	0.54
	C-4	Stockpile	1.30
	C-5	Stockpile	3.21

Kurt D. Ergun

LABORATORY DIRECTOR

Notes: The results for each constituent denote the percentage of that analyte, at a 1:5 (soil:water) extraction ratio, which is present in the soil.

Figure No. C-10

Appendix C
Clark County Planning Commision
Notice of Final Action

Department of Comprehensive Planning
Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

A CENTURY OF SERVICE

Barbara Ginoulias, Director • Rod Allison, Assistant Director

NOTICE OF FINAL ACTION

August 27, 2009

THOMAS A. PERRIGO
731 SOUTH FOURTH STREET
LAS VEGAS, NV 89101

REFERENCE: ZC-0429-09

On the date indicated above, a Notice of Final Action was filed with the Clark County Clerk, Commission Division, pursuant to NRS 278.0235 and marking the commencement of the twenty-five (25) day limitation period specified therein.

The above referenced application was presented before the Clark County Board of County Commissioners at their regular meeting of **August 19, 2009** and was **APPROVED** subject to the conditions listed below and/or on the attached sheet. You will be required to comply with all conditions prior to the issuance of a building permit or a business license whichever occurs first.

Time limits to commence, complete or review this approval apply only to this specific application. A property may have several approved applications on it, each will have its own expiration date. It is the applicant's responsibility to keep each application current.

CONDITIONS:

Current Planning

- **Certificate of Occupancy and/or business license shall not be issued without final zoning inspection;**
- **All applicable standard conditions for this application type.**
- **Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that this application must be completed within 3 years of approval date or it will expire.**

Civil Engineering

- **Additional right-of-way dedication to include completing the cul-de-sac at the southerly termination of the Tree Line Drive alignment which may require the vacation of excess right-of-way;**
- **Construct full off-sites;**
- **Construct a trail from southerly intersection of Desert Inn Road extending north to existing trail near Vegas Valley Drive;**
- **Construction of trail to match as built;**
- **Coordinate connection and access to existing trail with Clark County Department of Public Works;**
- **Drainage study and compliance;**
- **Gates to be set back a minimum 50 feet;**

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • SUSAN BRAGER, Vice-Chair
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • STEVE SISOLAK • LAWRENCE WEEKLY
VIRGINIA VALENTINE, P.E., County Manager

Department of Comprehensive Planning
Land Use Planning

500 S Grand Central Pky • Box 551744 • Las Vegas NV 89155-1744
(702) 455-4314 • Fax (702) 455-3271

A CENTURY OF SERVICE

Barbara Ginoulias, Director • Rod Allison, Assistant Director

• **Any applicable vacations to be recordable prior to building permit issuance or applicable map submittal.**

BOARD OF COUNTY COMMISSIONERS
RORY REID, Chairman • SUSAN BRAGER, Vice-Chair
LARRY BROWN • TOM COLLINS • CHRIS GIUNCHIGLIANI • STEVE SISOLAK • LAWRENCE WEEKLY
VIRGINIA VALENTINE, P.E., County Manager

TITLE 30 STANDARD CONDITIONS

Administrative Street Naming, Street Name Change, and Street Address System Change:

1. Applicant is responsible for street name signs in accordance with Clark County Standards.

Extensions of Time:

2. Unless otherwise stated, the original expiration day continues to be in effect.
3. **Administrative Extension of Time.** The expiration date of an application may be extended to match the expiration date for a subsequent related application, building permit, or map. Administrative extensions will expire at 5:00 p.m. on the specified expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All administrative extensions must be applied for prior to 5:00 p.m. on the expiration date.
4. **Extension of Time Subject to a Hearing.** This application will expire at 5:00 p.m. on the expiration date unless the use or construction is commenced (construction must be completed for zone change extensions) or unless a different time period is stated in the conditions of approval (holidays and weekends will not extend the expiration day). All extensions must be applied for prior to 5:00 p.m. on the expiration date.
5. All conditions imposed on the original approval and any new conditions must be satisfied.

Waiver of Conditions

1. All original conditions of approval are still in effect unless waived or amended.

Tentative/Final Map:

2. **Tentative Map.** This application will expire at 5:00 p.m. in four years from the date on which the Board of County Commissioners and/or Planning Commission took action unless a **Final Map** is recorded on all or part of the subdivision (holidays and weekends will not extend the expiration day).
3. If the property is located within one mile of the boundary of public sewerage treatment facility, an odor easement must be executed.
4. All geologic hazards must be plotted on a plot plan, and habitable structures shall comply with the restrictions specified in all applicable Building and Fire Codes.
5. Drainage and/or traffic studies must be submitted and approved and all improvements must comply with the approved studies. Further, street and flood channel dedication and/or improvements may be required.
6. All necessary utility easements will be retained or reserved. The property owner(s) must execute a Resolution of Intent if required.
7. All conditions of approval, applicable state statutes, and local ordinances must be satisfied, including all applicable Building and Fire Code requirements prior to recording the **Final Map.**
8. Approval of this application does not constitute approval of a liquor or gaming license or any other County issued permit, license, or approval.
9. The Board of County Commissioners and/or the Planning Commission have no authority to grant, promise or commit water service. Approval of this application does not constitute any commitment for water service or any commitment for priority status for future water service.
10. Plotting or relinquishing all utility easements.
11. Post Office and Fire Department approval of all street names.
12. If applicable, all beneficiaries of record to sign a consent statement to record with the Final Map.

Vacation and Abandonment:

13. **Vacation and Abandonment.** This application will expire in two years at 5:00 p.m. on the expiration date (holidays and weekends will not extend the expiration day) unless all conditions of approval have been satisfied and an **Order of Vacation** is recorded by the County. Any extension of time must be applied for prior to 5:00 p.m. on the expiration date. Vacation of easements and/or rights-of-way must conform to the plans as submitted with revisions as specified by the Board of County Commissioners and/or Planning Commission.
14. Drainage and/or traffic studies must be submitted and approved, and all improvements must comply with the approved studies. Additionally, street and flood channel dedications and/or improvements will be required.
15. If the property is located in a flood zone, a drainage study must be submitted and approved by the Regional Flood Control District prior to any permits.
16. All necessary utility easements will be retained or reserved.

RESOLUTION OF INTENT/AVIGATION EASEMENT CHECKLIST

1. All property owners must sign, unless one has power of attorney. If there is a power of attorney, a copy must be provided.

2. If owner has changed since time of land use application submittal, a copy of the deed will need to be returned with the original signed document. (In the event the owner has changed you may cross out the past owner and write in the new owner's name.)

3. Print name under each signature.

4. Notary stamp must be legible and not stamped over any text.

5. Notary must fill in owner's name (on space provided) when signing, date, state of…., and county of.

6. Applicant must submit original document, including any attached legals for Current Planning staff to obtain appropriate Commission Chair and Commission Clerk signature for recordation.

7. Faxed documents will not be accepted.

8. All signatures must be in black ink.

9. Document print should not be distorted and/or hole punched.

10. Once Current Planning has received the document from the owner/applicant it takes approximately three months for recordation; however, as long as the document is recordable (per Current Planning staff), you may go forward with the permit process. If you have any further questions, please do not hesitate to contact us at 455-4314.

ZC-0429-09

APN 161-10-701-001 & 014

RESOLUTION OF INTENT
TO RECLASSIFY REAL PROPERTY

WHEREAS Clark County Ordinance, Chapter 30.16.060 Table 3016-3(m)) provides for a Resolution of Intent for any re-zoning in the public interest; and

WHEREAS, the County Commission deems such Resolution of Intent necessary, just and a proper means of control in the public interest to prevent zone classifications for speculative purposes only, and would still nevertheless enable applications to proceed with desired construction and improvement of their properties on the basis of definite and specific commitment

WHEREAS, the Board of County Commissioners deems if appropriate in the interest of the public that an intention to rezone be indicated so long as conditions and stipulations are complied with; and

WHEREAS, this intention to reclassify real property shall become final and re-zoning consummated upon the particular property herein described when the owner has completed the specified proposed building program in full compliance with imposed conditions thereon;

NOW THEREFORE BE IT RESOLVED, that a regular meeting of the Board of County Commissioners held on the 19th day of August, 2009 , the following parcel of real property shall upon approval hereof be re-zoned for the purpose and on conditions of compliance with enumerated imposed conditions herein as follows:

P-F (Public Facility) Zone

PLEASE SEE ATTACHED LEGAL DESCRIPTION

CONDITIONS:
PLEASE SEE ATTACHED CONDITIONS

INITIAL:

COUNTY COMMISSION
RR

PROPERTY OWNER'S INITIALS

RETURN TO AGENDA PROCESSING
IN COMPREHENSIVE PLANNING

ZC-0429-09

RESOLUTION OF INTENT
TO RECLASSIFY REAL PROPERTY

In the event that the Building program and the conditions imposed are not completed and completed within the time limit specified herein that this Intent to Reclassify shall terminate, expire, be null and void, and of no effect.

PASSED AND ADOPTED, AND APPROVED THIS 19th day of August, 2009 BY THE BOARD OF COUNTY COMMISSIONERS.

Chairman
Rory Reid

ATTEST: SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

BY: _____
DEPUTY

_____

_____
PROPERTY OWNER(S) SIGNATURE(S)
(If Corporation, grantor seal required)

STATE OF)
)SS
COUNTY OF)

On this _____ day of _____, 20 _____, _____
(Property Owner's name as shown above)

personally appeared before me, a Notary Public in and for the said County and State, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledge to me that (he, she, they) executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County, the day and year, in this certificate first above written.

_____
Notary Public in and for said County and State
My Commission expires:

RETURN TO AGENDA PROCESSING
IN COMPREHENSIVE PLANNING

Current Planning

- Certificate of Occupancy and/or business license shall not be issued without final zoning inspection;
- All applicable standard conditions for this application type.
- Applicant is advised that any change in circumstances or regulations may be justification for the denial of an extension of time; and that this application must be completed within 3 years of approval date or it will expire.

Civil Engineering

- Additional right-of-way dedication to include completing the cul-de-sac at the southerly termination of the Tree Line Drive alignment which may require the vacation of excess right-of-way;
- Construct full off-sites;
- Construct a trail from southerly intersection of Desert Inn Road extending north to existing trail near Vegas Valley Drive;
- Construction of trail to match as-built;
- Coordinate connection and access to existing trail with Clark County Department of Public Works;
- Drainage study and compliance;
- Gates to be set back a minimum 50 feet;
- Any applicable vacations to be recordable prior to building permit issuance or applicable map submittal.

ZC429-09.
LP

A.P.N. 161-10-701-014

LEGAL DESCRIPTION

Lying within the West Half (W ½) of the Southeast Quarter (SE ¼) of Section 10, Township 21 South, Range 62 East, M.D.M., Clark County, Nevada, described as follows:

Lots 1 – 19 (inclusive), CE A, CE B, LOT C and the private streets as shown on the plat of Crestwood aka Vegas Valley & Tree Line Unit 1 as shown in the Office of the Clark County, Nevada Records in Book 137, Page 26 of Plats.

Printed by csolis at 08/26/2009 4:02:56 PM



ADDENDA

City of Las Vegas

PURCHASING & CONTRACTS DIVISION
CITY HALL, 1ST FLOOR
400 STEWART AVENUE
LAS VEGAS, NV 89101
(702) 229-6231 (702) 384-9964 FAX

ADDENDUM #1

DATE: November 18, 2009

Project Title: Design/Build Water Pollution Control Facility, 3 Megawatt Solar Power Site
RFP #: 090200-LD
PWP#: CL-2010-23

NOTICE TO BIDDERS

The following additions, deletions and/or changes shall be made and incorporated into the referenced bid document.

1.1	**REFERENCE:**	Paragraph 1.4 PROPOSAL PREPARATION AND SUBMISSION
	ADD:	c. Documents in support of the proposal may also be included as appendix to the proposal and are not counted against the 25 page limit. Appendix to the proposal is limited to 500 pages. Appendix may include, but is not limited to, technical specifications and manufacturer's product information. It may also include illustrations and drawings up to a maximum 24x36 size. Information included in the proposal appendix should be directly pertinent to the proposal.
1.2	**REFERENCE:**	Bridging Document, Site Security Requirements, Page 15
	DELETE:	Third Sentence: "The site/perimeter fencing will be 6 foot tall with 2 foot long outward facing security pickets for a total height of 8 feet.
	REPLACE WITH:	"The site / perimeter fencing will be 7-foot tall with 1-foot long outward facing security pickets for a total height of 8-feet."
1.3	**REFERENCE:**	SECTION 1. DEFINITIONS, "RFP Documents"
	DELETE:	"RFP Documents" in its entirety.
	REPLACE WITH:	"RFP Documents" means the documents comprising the Request for Final Proposals for the Design-Build of the Water Pollution Control Facility 3 Megawatt Solar Power Site (RFP No. 090200-LD) and includes the following documents: Request for Final Proposals, Instructions (together with Proposal forms) and the Design-Build Contract and documents incorporated therein.
1.4	**REFERENCE:**	Bridging Document, Site Security Requirements, Page 15
	DELETE:	First sentence, fifth paragraph: The pre-fabricated metal building that will house electrical equipment shall be provided with security infrastructure.
	REPLACE WITH:	The pre-fabricated building that will house electrical equipment shall be provided with security infrastructure.

QUESTIONS AND ANSWERS:

1.5	**QUESTION:**	Last Day to Submit Questions. What is the final date to submit Questions?
	ANSWER:	Last day to submit questions is 12/28/09.
1.6	**QUESTION:**	What are the meeting intervals during design and preconstruction?
	ANSWER:	Project meetings between the Design Builder and City are expected to be Monthly during design and Weekly during construction.
1.7	**QUESTION:**	The scope of work indicates street improvements on Desert Inn Road. The bridging documents do not indicate any work on Desert Inn.
	ANSWER:	Clark County zone change and special use application on the site required offsite improvements on Desert Inn Road. However, those improvements would be in conflict with a future bridge across the Las Vegas Wash. Further clarification with Clark County Public Works is necessary to find out if the improvements can be deferred or if they will require that they are installed now.
1.8	**QUESTION:**	Has a Phase 1 Environmental study been completed for the site?
	ANSWER:	Phase 1 Environmental Assessment is provided on CD with this Addendum.
1.9	**QUESTION:**	Generator Interconnection. A copy of the small generator interconnection request is included as Appendix A. Has this application been submitted for approval?
	ANSWER:	The application has been submitted to Nevada Energy and the study is in progress. Results of the study are expected 12/07/09 and will be released as soon as they are available.
1.10	**QUESTION:**	The schedule of values does not list a superintendent. Can this form be adjusted to include non listed scope items?
	ANSWER:	Yes the schedule can be adjusted to include non listed items.
1.11	**QUESTION:**	Can we receive the proposal forms in electronic format?
	ANSWER:	Proposal forms are not available in electronic format.
1.12	**QUESTION:**	Are there any offsite landscape requirements?
	ANSWER:	City of Las Vegas does not have landscape requirements for the site other than what may be required by Clark County Development.
1.13	**QUESTION:**	In regards to the 4 drawings in the bridging documents (11x17's) are they available for our use in AutoCAD?
	ANSWER:	AutoCAD files for the site layout, site topography, and boundary survey are provided with this addendum on CD. Please note that the site layout drawing is provided for the sole purpose of illustration and was not intended to be used for detailed design. (It does not include controls that would be included in drawings for actual layout.)

1.14 QUESTION: Per page 3 of the Bridging Documents, we wish to respectfully request a copy of the "Historical Billing Information" for the meters as described in the Existing System Description.

ANSWER: The historic billing information is provided with this addendum in electronic format on CD.

1.15 QUESTION: On page 2 of the Bridging Document it states, "...Design-Builder to design and install a 3-megawatt (MW) alternating current (ac) (STC) ground-mounted SPS." Are we correct in assuming the 3 MW capacity is based on alternating current (ac) and not direct current (dc) even though there is a reference to STC meaning dc?

ANSWER: The intent is to provide a 3 MW alternating current (ac) capacity. What this means is the system will have to provide a larger MW (dc) STC design that after system losses, efficiency levels of gears, etc will result in 3 MW (ac) of capacity. Provide the calculations to show what the dc STC design capacity has to be in order to provide the 3 MW (ac) capacity.

1.16 QUESTION: Are the Design-Builders to include any connection or other fees to NV Energy?

ANSWER: See addendum response 1.9.

1.17 QUESTION: Can the Design-Builders obtain updated copies of the electric bills or usage records for each of the 7 meters listed in the Bridging Document at the WPCF?

ANSWER: See addendum response 1.14.

1.18 QUESTION: On page 2 of the Bridging Document it states, "The project is located on 18+ acres at the Water Pollution Control Facility...". In the RFQ documents issued in phase 1 it indicated that the project was to encompass 25 acres. The Boundary & Easements plan shows 31.67 acres. Based on our investigation of the land parcels we believe the site may include parcel 16110701014 (25 acres) and 16110701001 (6.57 acres). Please confirm the actual site boundaries.

ANSWER: The site includes portions of parcels 161-10-701-001 and 161-10-701-014. Portions of those parcels are excluded for a Clean Water Coalition (CWC) construction staging area and a Clark County Sewer Lift Station near Vegas Valley. AutoCAD files Boundary and Topographic surveys for the site are being provided on CD with this addendum.

1.19 QUESTION: Can the proposers obtain the drawings issued in the Bridging Documents in CAD format? In particular we are looking to obtain the Civil - Project Site Plan/C-2, the Boundary & Easements and the Aerial Topography plans.

ANSWER: See addendum response 1.13.

Lloyd E. Davis, Contracts Specialist

All other terms, conditions, specifications, and drawings remain unchanged.

END OF ADDENDUM #1

City of Las Vegas

PURCHASING & CONTRACTS DIVISION
CITY HALL, 1ST FLOOR
400 STEWART AVENUE
LAS VEGAS, NV 89101
(702) 229-6231 (702) 384-9964 FAX

ADDENDUM #2

DATE: December 30, 2009

Project Title: Design/Build Water Pollution Control Facility, 3 Megawatt Solar Power Site
RFP #: 092000-LD
PWP#: CL-2010-23

NOTICE TO BIDDERS

The following additions, deletions and/or changes shall be made and incorporated into the referenced bid document.

2.1 REFERENCE: Proposal Deadline:

DELETE: January 14, 2010

REPLACE WITH: March 18, 2010

QUESTIONS AND ANSWERS:

2.2 QUESTION: The bridging documents indicate the drawing sheets to be included in the 30% submittal. To include all of these documents far exceeds a 30% response. Is it the intent of the RFP for these sheets to be complete? Same question regarding the specifications?

ANSWER: Provide a design that includes drawings and specifications that overall are at least 30% complete and include sufficient detail for the Proposer to be able to cost their proposal and for the Owner to be able to evaluate the proposal.

2.3 QUESTION: Attachment 1 Subconsultant List of the Pricing Proposal Form asks for the identification of MBE, WBE and/or DVBE qualifications, however, the bid instructions do not appear to describe the minimum requirements for the inclusion of the qualified subconsultants or how, if any, bid preference will be granted for the inclusion of these groups. Please clarify if any bid preference or added consideration will be given for the inclusion of qualified subconsultants.

ANSWER: There are no provisions within NRS that would allow for a bid preference for MBE, WBE and/or DVBE subconsultants. The request is made so that the City can measure the percentage and for internal reporting.

2.4 **QUESTION:** On Page 8 of the Bridging Documents, under inverters it is written that the "Inverters shall be located a minimum of 18 inches above the 100-year flood plain, or be protected from the 500-year flood level, whichever is greater". According to Dave Betley and Lance Weber at tClark County Development Services/Flood Control, there is no information on any 500 year flood levels nor do they have any knowledge of the 500-year flood levels. How should we address the requirements to meet the 500-year flood level in light of the County's response?

ANSWER: The requirement for "inverters to be located a minimum of 18 inches above the 100 year flood plain, or to be protected from the 500-year flood level, whichever is greater" is an owner selected level of protection, not a regulatory requirement. References for 500 year flood protection in the area of the project are made in several flood studies including. Berryman & Henigar. Las Vegas Wash Hydraulic Analysis Update Summary Report. September 1997. Berryman & Henigar. Flood Protection Study, Water Pollution Control Facility, City of Las Vegas. October 1996. Poggemeyer Design Group, Inc. Drainage Update for Water Pollution Control Facility. August 2002. Addendum #1, September, 2002. Poggemeyer Design Group, Inc. Technical Drainage Study for Water Pollution Control Facility. March 1999. Addendum #1, May 1999. Contact John Bettencourt at 702-229-6560 to make arrangements to view available studies.

2.5 **QUESTION:** The Bridging Documents state that we are to monitor the PV panels and to link to the Security/Surveillance into the CLV Water Pollution Control Facilities systems. We are proposing to run single mode fiber from the structure(s) across the was and across the street, entering the existing property from Vegas Valley Drive. Can we get the manufacturers of the CCTV, Access Control and the Scada systems, as well as the closest telecom closet/connection and also a contact for these systems?

ANSWER: Contact for SCADA systems is Jay Karvonen at (702) 281-5704 and jkarvonen@lasvegasnevda.gov. Communications should be run from Solar Site to WPCF Administration Building in 12-fiber single mode. Security System and contact is Bob Kalinowski at Diebold (914) 872-4471 Bob.Kalinowski@diebold.com.

Solar Field Integration to WPCF for CCTV and Security

Please find a list of the **KEY** components used at WPCF for interfacing considerations for the proposed Solar Field.

Networking Devices:

Manufacturer	Part Number	Description
Optelecom	XSNET1800SW/SA	6 PORT NON BLOCKING 4TX+2FX HARDENED FAST ETH SWITCH, MODULE
Optelecom	XSNETSFP/MM-1310	SFPMODULE MM 1310
Etherwan	EX3224S	Managed Ethernet switch w/16 Ports 10/100TX plus 1 Slot
Etherwan	EX2224S	Managed Ethernet switch w/24 ports 10/100TX plus 2 Slots
Etherwan	SC1000-1310	M1000 Gigabit Module For EX2224S or EX3224S Managed Switch

CCTV Devices:

Manufacturer	Part Number	Description
Optelecom	C-40 D/IP	MPEG4, DECODER, 2D DATA, 1D CC, 1 ST AUD, 1 SLT CRD
Optelecom	C-40 E/IP	MPEG4, ENCODER, 2D DATA, 1D CC, 1 ST AUD, 1 SLOT CARD
Optelecom	S-40E-SD/US	MPEG-4 VIDEO SERVER, DUAL CORE, DATA, CC (US PWR)
Pelco	SD4CBW-PG-E0	Spectra IV SE Grey Pendant Smoked Dome PTZ Camera
Pelco	CM9760L-48X16	CM9760 MATRIX LOOPING 48" X 16 OUT 120 VAC

Security Devices:

Manufacturer	Part Number	Description
Diebold	VIPE	Linx VIP-E Versatile Interface Pancel Enhanced Module
Diebold	VIP	Linx- VIP-Versatile Interface Panel

2.6 **QUESTION:** The site is comprised of multiple parcels, each one with their respective easements. Does the City of Las Vegas intend to lead the Revisionary Plan or Vacation process, or should this be initiated and managed by the RFP respondent?

ANSWER: If reversionary plan or vacation is necessary for development or operation of the solar project, then it should be initiated and managed by the design builder.

2.7 **QUESTION:** The Bridging document on page 14/Utilities/Offsite/2nd bullet point states that the Design-Build Team is responsible for designing a new commercial water service installation to include water meter and backflow prevention device per LVVWD Construction Standards. In order for the Design-Build Team to design the appropriate water service, we will need the City of Las Vegas to indicate to us the following: a. the intended purpose of this water service b. There is an existing water service. Depending on the intended use, would we be allowed to hook up to the existing water service after the meter?

ANSWER: The intended use of the water service is for maintenance of the solar site and irrigation of any Clark County development required landscaping. It is acceptable to the City to use the existing water service if those requirements and Las Vegas Valley Water District requirements.

2.8 **QUESTION:** Please clarify if the 30% submittal drawings will need to be stamped by Professional Engineers.

ANSWER: NRS requires that all documents prepared by professional engineers be signed and sealed. Seal may be accompanied by note indicating that the documents are for 30% proposal and are not intended for construction.

2.9 **QUESTION:** Bond required amounts are very high, this will generate an additional cost to the City of Las Vegas ~2% of contract amount covered by the bond (each bond is separate). The City is requesting that the General Contractor will need to have bonds as described in Section 7.01 of the Design Build Contract, while Subcontractors as per Section 7.03. The 3SD Team is comprised of four companies, responsible for the design and the execution project, the Team will provide the bond for the project, but also the team companies will perform some of the design and/or construction activities. Can the General Contractor issue a Bond to cover what it may be left (balance) after the other companies from the Team issue their respective bonds to cover their work?

ANSWER: The bonding requirements for the General Contractor are set by NRS and can't be changed. As far as the bonding requirements for Subcontractors those amounts are set by the City and will not be changed for this project. The City will require bonds as stated in Section 7.01 and 7.03, not issued against multiple contractors, but issued against the General Contractor for the amount of the total construction cost and against each of the subcontractors for the amount of their respective subcontracts.

2.10 **QUESTION:** What staging area is available for the project?

ANSWER : The solar site, as described in the bridging documents, is available for staging. The design-builder must coordinate construction activities with staging.

2.11 **QUESTION:** Bridging document says (page 10) that the fiber optic cabling is to connect to the WPCF SCADA system at the existing administration building. Page 13 says cable will tie into an existing communications tie-point on the Owner's Property to the west as the WPCF. Where exactly will the fiber cable terminate? How much trenching will be done by Designer/Builder on the WPCF site? What specifically is the termination hardware that will be provided by Owner and what is to be provided by D/P?

ANSWER : See response 2.5.

2.12 **QUESTION:** SGIA study was to be completed 12/7/09. Is this available? If not, when will it be available?

ANSWER : The Power Interconnection study will be issued for Design Builder use through an addenda as soon as it is available from Nevada Energy. Study is currently scheduled by Nevada Energy to be available 01/04/10.

2.13 **QUESTION:** Page 12 of bridging document under PV array structural support says use "... and aluminum support structures for corrosion resistance and durability. Use of ferrous metals... is not allowed." Does this mean that the mounting structure cannot be hot deep galvanized steel?

ANSWER : That is correct. Bridging document indicates that ferrous metals are not allowed for the Photovoltaic Array Structural Support Systems. However, if significant cost savings can be realized, Owner is open to proposals that include cost savings alternates.

2.14 QUESTION: Page 3 of BD says "At a minimum, low voltage switchgear and panelboards, station service transformer, inverters, and any other equipment containing sensitive electronics shall be housed in this building." Page 9 under inverters says "Provide shade structures, ventilation, cooling systems or other means of providing an environmental temperature within the inverter's operating range." Is it required to have inverters housed in a building? Is it required that all switchgear and panelboards for the inverters be housed in a building? I a shade structure enough? If the inverters are rated full power at 120oF is a shade structure for the inverter still necessary?

ANSWER : It is anticipated that the project will include a building for sensitive equipment. However, if significant cost savings can be realized, Owner is open to proposals that include cost savings alternates.

2.15 QUESTION: In the BD document on page 15 under Site Security Requirements it states "Gate shall be electrically powered and shall have provisions to accommodate all Owner-provide access and security devices" and "Coordinate with Owner to determine all required security infrastructure. What are the specific Owner requirements for site security? What are the specific Owner provided security devices?

ANSWER : Gate entry is to be similar construction as Water pollution Control Facility Vegas Valley Entry with Push to Call intercom, camera, and badge swipe on both entry and exit. Gate area to be equipped with pole mounted area monitor pan, tilt, zoom camera.

All other terms, conditions, specifications, and drawings remain unchanged.

END OF ADDENDUM #2

Lloyd E. Davis, Contracts Specialist

City of Las Vegas

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(702) 229-6231 (702) 384-9964 FAX

ADDENDUM #3

DATE: January 6, 2010

Project Title: Design/Build Water Pollution Control Facility, 3 Megawatt Solar Power Site
RFP #: 090200-LD
PWP#: CL-2010-23

NOTICE TO BIDDERS

The following additions, deletions and/or changes shall be made and incorporated into the referenced bid document.

3.1 REFERENCE: Addendum # 2, Question 2.12, SGIA study available 1/4/10. The referenced study is attached to this addendum.

All other terms, conditions, specifications, and drawings remain unchanged.

END OF ADDENDUM #3

Lloyd E. Davis, Contracts Specialist



DISTRIBUTION PLANNING DEPARTMENT
DISTRIBUTED GENERATION
DISTRIBUTION SYSTEM IMPACT STUDY

Date:	January 5, 2010	ISD:	December 31, 2010
Est. Cap:	5,000 kW	Source Fdr.	Winterwood 1220
Planner:	Jeff Hanson	Cc:	Distribution
Subject:	Company 76 Interconnection Request		

Overview

This study addresses the interconnection request made by Interconnection Customer, herein referred to as Company 76, to interconnect a 5MW Photovoltaic project to the NV Energy distribution system located at 6291 Vegas Valley Dr., Clark County, Nevada. This study has been developed to address the Open Access Transmission Tariff (OATT) request for Interconnection dated July 28, 2009 for Energy Resource Interconnection Service (ER). The System Impact Study Agreement was signed on September 22, 2009. This study identifies Interconnection Customer interconnection requirements for the prospective 5 MW of Photovoltaic generation.

The purpose of this report is to evaluate the impacts the Company 76 Facility has on the NV Energy system. This study includes a short circuit analysis. This study has been performed at a high level providing a list of facilities, a non-binding good faith estimate of cost responsibility and construction time.

The requested in-service for the proposed project is December 31, 2010. NV Energy does not believe that this is a realistic in-service date. The construction schedule is highly dependent on the permitting process. Permitting can require from 6 to 18 months from filing to completion. Design and construction of facilities can usually be completed in 6 to 18 months once the permits are secured and the design component can often be started concurrent with the permitting process.

This study provides no guarantee of transmission service nor does it reserve a spot in the transmission queue for this project. A Transmission Service Request (TSR) would need to be submitted by the interconnection customer (or someone on its behalf) and accepted by the Transmission Provider in order for a request to reserve transmission capacity to be valid. TSRs are accepted on a first come first serve basis. Additional costs (study work, facilities, etc.) for such TSR and subsequent Transmission Service Agreement (TSA) will be as outlined in the OATT.

NV Energy has limited capability to follow fluctuations in intermittent resource output. Any adverse impact to the operations or reliability of NV Energy's system due to the intermittent nature of the proposed facility, or others like it, that may interconnect with NV Energy is outside the scope of this study. Options available to address such concerns will have to be addressed

taking into consideration the overall impact on the system of this facility's size and timing, and that of others like it.

Results

Steady state and fault duty analyses have been performed in this study. Based on the findings of the analyses and under the system conditions studied, the following conclusion was reached:

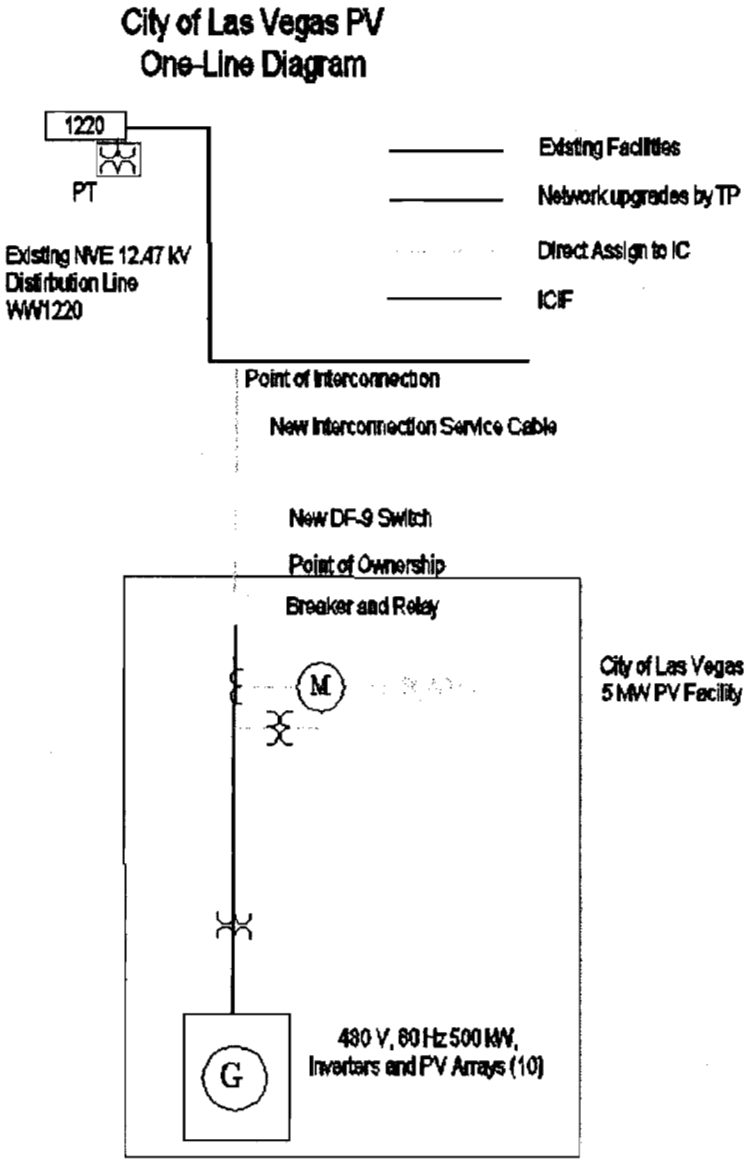
1. System Impacts — Under the conditions studied, no negative impacts will be imposed on the NV Energy distribution system nor transmission system from the proposed generation interconnection if built as required in this study. Operational issues that may arise from the interconnection of significant amounts of intermittent resources, such as the project, to NV Energy's system are outside the scope of this report.

Distribution System Improvements:

The scope of the Company 76 Photovoltaic project requires the below upgrades. These upgrades are considered Direct Assignment Facilities (DA -FERC) for the purposes of this study.

1. Install a 3-1000 MCM riser at pole P98584.
2. Install a DF-9 switch
3. Install approximately 800' of 3-1000 MCM cable in 1 of 2-6" conduits from pole P98584 to the DF-9 switch.
4. Install 3-1000 MCM cable in 1 of 2-6" conduits from DF-9 switch to the customer switchgear interconnection point.
5. Install a 12 kV breaker and appropriate relay (e.g. SEL351) at the point of interconnection on the Winterwood line.

Single Line Diagram:



General Requirements:

In addition to the standards previously identified for generation interconnection to the NV Energy System, all generation must follow the guidelines outlined below, irrespective of the interconnection location:

- In following NV Energy's guidelines, generation interconnections must not degrade the reliability of the NV Energy transmission system, as such, these transmission facility additions must be constructed following NV Energy design standards and planning criteria.

- Communications, SCADA, and real time metering requirements are required for all generation interconnections.

- WECC New Generation Interconnection Policy which requires compliance with the following policies:

    - ❖ NERC Planning Standards and Operating Policies
    - ❖ WECC Reliability Criteria for Transmission System Planning
    - ❖ WECC Minimum Operating Reliability Criteria
    - ❖ WECC Progress Report Policies and Procedures
    - ❖ WECC Policy Statement on Power System Stabilizers
    - ❖ Procedures for Regional Planning Project Review and Rating Transmission Facilities
    - ❖ Generation data validation through field testing

- Reactive power output from the generation facility shall be under the direction of NV Energy System Operation (or a designated system operator.) Generation from this facility shall be capable of producing reactive power (VARs) in a range of 95% leading to 95% lagging power factor measured at the Point of Interconnection.
- Continuously controlled reactive power capability, via thyristor or similar static switching means for periods up to 1 second qualifies for dynamic reactive power capability as part of the reactive resources required above. Fast mechanically switched reactive power capability does not qualify for continuous reactive power as part of the reactive resources required above

Capacitor Controls:
Based on the location of Company 76's PV site, the installation will impact three capacitor banks located on the Winterwood 1220 feeder. The capacitor control settings will need to be adjusted based on the size of the generator and time of operation. Distribution Planning is aware of the changes that will be required and will make the appropriate changes to the capacitor settings prior to commercial operation of this generator.

Mapping:
All Distribution generation installations will need to be appropriately mapped to ensure the safety of our personnel and to support Distribution Planning power flow analysis.

Single Phasing Protection:
Single phasing (loss of one phase) protection must be provided by the customer. Lack of such protection in addition to inherent phase load unbalance on distribution feeders may result in excessive phase load unbalance, potentially resulting in ground trip relay operation.

System Protection:

The addition of the PV Array will not significantly increase the fault current at the Winterwood 12kV bus. The change in feeder characteristics will require some modification to the protective relaying to ensure security and reliability.

Required system modifications are as follows and are considered Network Upgrade Facilities (NU) for the purposes of this study:

1. Install a voltage transformer on the line side of WW1220 breaker
   This will allow for monitoring "hot-line" condition, in case generator failed to trip, to make sure the feeder breaker doesn't close/reclose into an island.

Required system modifications are as follows and are considered Direct Assignment Facilities (DA) for the purposes of this study:

2. Install a breaker and an appropriate relay (e.g. SEL351) at the point of interconnection
   This is needed to prevent islanding of the generation, in combination with the communications link will allow for transfer trip of the generator breaker for any faults on the feeder or when Winterwood feeder breaker is open.

3. Install a communications link between generator and Winterwood Substation and an RTU at the PV site. It is anticipated that this will be a fiber optic link between Winterwood substation and the PV site (approximately 1.5 miles) that can be installed on existing overhead pole lines.
   This is needed to prevent islanding of the generation, the communications link will transfer trip the generator breaker for any faults on the feeder or when Winterwood feeder breaker is open. Additionally, this communications link will utilize the protective relaying at the point of interconnection to conditionally transfer trip to the feeder breaker based on local disturbances that might not be visible from the substation. This same communications link can be utilized to provide SCADA data to dispatch concerning the plant operation.

4. Note: Installation shall be compliant with UL1741, IEEE Std. 1547-2003 and IEEE 929-2000.

Distribution Operations:

The Winterwood 1220 feeder has ties to the Winterwood 1211 feeder. Operational procedures will need to be developed to account for the generator installation and operation.

Definitions for Cost Allocations

- Network Upgrades (NU): The additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System to accommodate the interconnection of the Generating Facility to the Transmission Provider's Transmission System. These facilities are secured by Interconnection Customer and owned by the Transmission Provider.

- Transmission Provider's Interconnection Facilities - also referred to as Direct Assignment Facilities (DA): Facilities or portions of facilities that are constructed by the Transmission Provider for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and may be subject to Commission approval. These facilities are paid for by the Interconnection Customer, built and owned by the Transmission Provider.

- Interconnection Customer's Interconnection Facilities (ICIF): Facilities and equipment that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission Provider's Transmission System. Interconnection Customer's Interconnection Facilities are sole use facilities. These facilities will be built and owned by the Interconnection Customer at its expense.

Cost Estimate:

The following estimates should be considered preliminary and nonbinding. The cost of the distribution facility to accommodate the interconnection of the project to NV Energy's system at the Point of Interconnection is estimated at $390,000. Any changes to the scope of this project could change this cost estimate. The details of the estimate are shown in Table 1.

Table 1: Cost Estimates

Project Facilities	Cost Responsibility	Total Estimate	Network Upgrade	Direct Assign
Substation Work				
PT Installation at Winterwood Substation	Network Upgrade	$ 42,000	$ 42,000	
12 kV Breaker and Relay (at PV Site)	Direct Assign	$ 65,000		$ 65,000
Distribution Lines				
Service and Switch and Fuse Cab	Direct Assign	$ 100,000		$ 100,000
Communications				
Fiber from Winterwood Sub to Site	Direct Assign	$ 120,000		$ 120,000
RTU (at PV site)	Direct Assign	$ 30,000		$ 30,000
Metering (at PV site)	Direct Assign	$ 33,000		$ 33,000
	Totals:	$ 390,000	$ 42,000	$ 348,000

Note: These estimates are given in 2009 dollars and do not include taxes. They will need to be revisited prior to the start of construction of this project. All costs will be trued to actual upon completion of construction.

Requirements:

- The connectivity for the telecom at the Customer Facility is the Customer's responsibility to coordinate with the local telecom company.
- The Interconnection Customer will have the obligation to acquire all permits (including NV Energy's).
    - If you are currently in the process of, or planning to, begin your site permitting, the site selection for NVE facilities must be coordinated with NVE. This coordination is critical to ensure that the site location(s), access to the location(s), communications paths at the location(s) and the required size for the NVE facilities are acceptable to NVE. Failure to do so may cause significant delays in the permitting process.
- Interconnection Customer will perform all construction of the ICIF.
- The Interconnection Customer shall be responsible for all of its facilities up to the NV Energy interconnection point.
- The Interconnection Customer shall be responsible for protecting its Generating Facility.

Please note that this evaluation only relates to the impact of this particular installation on Distribution System. Additional impact analysis from other functional areas may be needed for a complete evaluation.

City of Las Vegas

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ADDENDUM #4

DATE: January 21, 2010

Project Title: Design/Build Water Pollution Control Facility, 3 Megawatt Solar Power Site
RFP #: 090200-LD
PWP#: CL-2010-23

NOTICE TO BIDDERS

The following additions, deletions and/or changes shall be made and incorporated into the referenced bid document.

4.1 REFERENCE: Section 7.02 Acceptable Surety

DELETE: Section 7.02 in its entirety

REPLACE WITH: Section 7.02 Acceptable Surety, Revised per Addendum # 4

Section 7.02 Acceptable Surety, Revised per Addendum # 4
The bonds must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the Owner. The Contractor shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond.

All other terms, conditions, specifications, and drawings remain unchanged.

END OF ADDENDUM #4

Lloyd Davis
Lloyd E. Davis, Contracts Specialist

City of Las Vegas

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LAS VEGAS, NV 89101
(702) 229-6231 (702) 384-9964 FAX

ADDENDUM #5

DATE: 02/10/10

Project Title: Design/Build Water Pollution Control Facility, 3 Megawatt Solar Power Site
RFP #: 090200-LD
PWP#: CL-2010-23

NOTICE TO BIDDERS

The following additions, deletions and/or changes shall be made and incorporated into the referenced bid document.

QUESTIONS AND ANSWERS:

5.1 **QUESTION:** ANSWER TO QUESTION 2.7: The intended use of the water service is for maintenance of the solar site and irrigation of any Clark County development required landscaping. It is acceptable to the City to use the existing water service if those requirements and Las Vegas Valley Water District requirements. Looks like the answer is incomplete, see highlighted words and provide feedback please.

ANSWER: Clarification: It is acceptable to the City to use the existing water service if those requirements and the Las Vegas Valley Water District requirements can be met.

5.2 **QUESTTION:** ANSWER TO QUESTION 2.14: It is anticipated that the project will include a building for sensitive equipment. However, if significant cost savings can be realized, Owner is open to proposals that include cost savings alternates. This answer is not totally clear to us, looks like cost saving is the driving criteria. Shouldn't technical requirements and cost saving go hand on hand. The inverters that we are proposing does not require a shade structure, they are designed to meet technical requirements specified on the BD, their use will avoid the expenses related to shade structure (cost savings). If a bidder proposes an inverter w/o shade structure that does not meet the technical requirements but is cheaper because the lack of enclosure/shade structure will they have an advantage over others that meet the technical requirements, either using a shade structure or not?

ANSWER: The intent is for the Design-Build proposal to meet the requirements of the bridging documents. However, the owner does not want to stifle project creativity and will evaluate the design against the performance requirements.

5.3 **QUESTION:** Response to all Nevada Energy Interconnection Study Questions submitted thus far.

ANSWER: The Nevada Energy Interconnection study is a preliminary document designed to give basic information about how the project will connect to Nevada Energy Infrastructure. Final Nevada Energy design will not be complete in time for the Design Build Proposals. Nevada Energy improvements identified in the study and estimated cost at $390,000 will be paid for directly by the city and not through the Design-Builder. Proposals should identify and include onsite improvements based on the Nevada Energy requirements identified.

5.4 **QUESTION:** RFI #13: Use of Modicon Quantum PLC. During Addendum 2 follow up with WPCF staff, it is our understanding the Owner has a preference to use a Modicon Quantum PLC for PV system, switchgear, metering and interface. Please confirm if this model and manufacturer of PLC is required or if alternative solutions are acceptable.

ANSWER: City Environmental Division has standardized on Modicon Quantum PLC for process control systems and prefers their use. However, it is understood that specific equipment and systems may have their own proprietary integrated, or vendor supplied, PLC. In that case, the requirement would be that all vendor supplied PLC pass the information and controls listed as requirements in the bridging documents to a single Modicon Quantum PLC dedicated for the project as the communications point to existing WPCF systems.

5.5 **QUESTION:** During Addendum 2 follow up with WPCF staff, it is our understanding the Owner has a preference to have a 25 pair phone cable supplied to the PV site. Please advise if a telephone cable is required.

ANSWER: 25 pair phone cable is not specified in the bridging documents. 25 pair phone cable can be identified as a project enhancement in the Design-Builder proposal.

5.6 **QUESTION:** In Addendum #3 provided NV Energy Table 1: Cost estimates The cost estimate is for NV Energy facility upgrades, modifications and expansions to serve the PV system. Will the cost identified in Table 1 be paid by the City, Owner, NV Energy or will these costs be the responsibility of the Design-Build contractor?

ANSWER: Costs from Nevada Energy Table 1, estimated at $390,000 will be paid by the City directly, not through the Design-Build contract.

5.7 **QUESTION:** Addendum #2 references the intent of the bridging document to use aluminum support structures for the PV array. In researching this option with various photovoltaic manufacturers, aluminum support structures are not available, especially for systems with tracking mechanisms. We are being told that even in high corrosive areas, the hot dipped galvanized steel is utilized. Since aluminum is not really an industry option and in order to provide the most cost effective solution for the CLV, can galvanized supports be used?

ANSWER: Hot dipped galvanized supports along with galvanized hardware are acceptable for the supports of the PV arrays.

All other terms, conditions, specifications, and drawings remain unchanged.

END OF ADDENDUM #5

Lloyd E. Davis, Contracts Specialist



EXHIBIT D

PREVAILING WAGES

nevada
Office of the Labor Commissioner

2010 PREVAILING WAGE RA
CLARK COUNTY

DATE OF DETERMINATION: October 1, 2009

**APPLICABLE FOR PUBLIC WORKS PROJECTS BID/A
OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 20**

***Pursuant to NAC 338.040(3), "After a contract has been a the prevailing rates of wages in effect at the time of the op bids remain in effect for the duration of the project.**

As Amendments/Addenda are made to the wage rates, such w posted to sites of the respective counties. Please review regula any amendments posted or contact our offices directly for fu assistance with any amendments to the rates.

AIR BALANCE TECHNICIAN
ALARM INSTALLER
BOILERMAKER
BRICKLAYER
CARPENTER
CEMENT MASON
ELECTRICIAN-COMMUNICATION TECH
ELECTRICIAN-LINE
ELECTRICIAN-NEON SIGN

ELECTRICIAN-WIREMAN
ELEVATOR CONSTRUCTOR
FENCE ERECTOR
FLAGPERSON
FLOOR COVERER
GLAZIER
HIGHWAY STRIPER
HOD CARRIER-BRICK MASON
HOD CARRIER-PLASTERER TENDER
IRON WORKER
LABORER
MECHANICAL INSULATOR
MILLWRIGHT
OPERATING ENGINEER
OPERATOR-CRANES, PILEDRIVING & HOISTING EQUIPMENT
OPERATING ENGINEER-SURVEYOR
OPERATING ENGINEER-TUNNEL
PAINTER/TAPER/PAPERHANGER
PILEDRIVER (NON-EQUIPMENT)
PLASTERER
PLUMBER/PIPEFITTER
REFRIGERATION
ROOFER (Does not include sheet metal roofs)
SHEET METAL WORKER
SPRINKLER FITTER
*SURVEYOR (NON-LICENSED)
TAPER
TILE/TERRAZZO/MARBLE
TRAFFIC BARRIER ERECTOR
TRUCK DRIVER
WELL DRILLER
EQUIPMENT GREASER (RACK)
EQUIPMENT GREASER (GREASE TRUCK)
EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)
TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)
FIELD SOILS AND MATERIAL TESTER
FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)

PREVAILING WAGE RATES INCLUDE THE BASE RATE AS WELL AS ALL APPLICABLE FRINGES

NRS 338.010(21) "Wages" means:

(a) The basic hourly rate of pay; and

(b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the workman.

NRS 338.035 Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. The obligation of a contractor engaged on a public work or a subcontractor engaged on a public work to pay wages in accordance with the determination of the Labor Commissioner may be discharged in part by making contributions to a third person pursuant to a fund, plan or program in the name of the workman.

CRAFT	RATE
AIR BALANCE TECHNICIAN	**ADD SHEET METAL ZO**
Air Balance Technician-Journeyman	58.52
Air Balance Technician-Foreman	62.95
Air Balance Technician-General Foreman	67.37
ALARM INSTALLER	
Alarm Installer-Journeyman	54.38
BOILERMAKER	
Boilermaker	59.50
BRICKLAYER	**ADD ZONE RATE-**
Bricklayer-Journeyman	45.46
CARPENTER	**ADD ZONE RATE**
Carpenter-Journeyman	48.70
Carpenter-Welder	49.70
Carpenter-Foreman	51.83
Carpenter-General Foreman	55.24
CEMENT MASON	**ADD ZONE RATE**
Cement Mason-Journeyman	46.28
Cement Mason-Foreman	48.28
Cement Mason-General Foreman	50.03
ELECTRICIAN- COMMUNICATION TECHNICIAN	**ADD ZONE RATE**
Installer/Technician	38.72

Senior Installer/Technician	54.38
Installer/Technician Foreman	58.78
Installer/Technician General Foreman	63.18
ELECTRICIAN-LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR	
Groundman	34.82
Lineman	51.95
Foreman	56.89
General Foreman	61.90
Heavy Equipment Operator	42.69
ELECTRICIAN-NEON SIGN	
Electrician-Neon Sign	44.31
ELECTRICIAN-WIREMAN	**ADD ZONE RATE**
Wireman-Journeyman	54.74
Wireman-Cable Splicer	55.25
Wireman-Foreman	59.18
Wireman-General Foreman	63.62
ELEVATOR CONSTRUCTOR	-
Elevator Constructor-Journeyman Mechanic	46.01
Elevator Constructor-Mechanic In Charge	46.01
FENCE ERECTOR	-
Fence Erector	16.97
FLAGPERSON	**ADD LABORER ZONE F**
Flagperson	41.44
FLOOR COVERER	
Floor Coverer-Joureyman	41.83
Floor Coverer-Foreman	46.76
GLAZIER	-
Glazier-Journeyman	54.72
Glazier-Foreman	58.81
HIGHWAY STRIPER	-
Highway Striper	24.34
HOD CARRIER-BRICK MASON TENDER	**ADD LABORER ZONE F**

Brick Mason	43.31
HOD CARRIER-PLASTERER TENDER	**ADD LABORER ZONE F**
Plasterer Tender-Journeyman	44.34
Plasterer Tender-Foreman	46.34
Plasterer Tender-General Foreman	47.34
IRON WORKER	**SEE AMENDMENT 1**
Ironworker-Journeyman	54.38
Ironworker-Foreman	57.68
Ironworker-General Foreman	61.04
LABORER	
SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	42.94
Group 2	43.15
Group 3	43.25
Group 4	43.34
Group 5	43.44
Group 6A	46.10
Group 6B	45.60
Group 6C	45.35
Group 6D	45.96
Group 6E	45.60
Group 7	44.67
Foreman $2.00 above highest paid journeyman supervised.	
General Foreman $3.00 above highest paid foreman supervised.	
MECHANICAL INSULATOR	
Mechanical Insulator-Journeyman	55.63
Mechanical Insulator-Foreman	58.99
Mechanical Insulator-General Foreman	62.36
MILLWRIGHT	**ADD ZONE RATE**
Millwright-Journeyman	49.70
Millwright-Welder	50.70
Millwright-Foreman	53.01
Millwright-General Foreman	56.65
OPERATING ENGINEER	
SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	53.92
Group 2	54.87
Group 3	55.16
Group 4	56.65

Group 5	57.75
Group 6	56.87
Group 7	57.97
Group 8	56.98
Group 9	58.08
Group 10	57.10
Group 11	58.20
Group 12	57.27
Group 13	57.37
Group 14	57.40
Group 15	57.48
Group 16	57.60
Group 17	57.77
Group 18	57.87
Group 19	57.98
Group 20	58.10
Group 21	58.27
Group 22	58.37
Group 23	58.48
Group 24	58.60
Group 25	58.77
Add $.50 per hour for "Special" Shift	
Add $1.00 per hour for "Multiple" Shift	

OPERATING ENGINEER:
CRANES, PILEDRIVING, & HOISTING EQUIPMENT

SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	
Engineer Oiler	57.60
Forklift Operator	56.51
Group 2	
Truck Crane Oiler	57.60
Group 3	
A-Frame or Winch Truck Operator	56.51
Ross Carrier Operator (Jobsite)	56.51
Group 4	
Bridge-Type Unloader and Turntable Operator	56.65
Helicopter Hoist Operator	56.65
Group 5	
Hydraulic Boom Truck (Pitman)	56.87
Stinger Crane (Austin-Western or Similar Type)	56.87
Tugger Hoist Operator (1 Drum)	56.87
Group 6	
Bridge Crane Operator	56.98
Cretor Crane Operator	56.98

Hoist Operator (Chicago Boom and Similar Type)	56.98
Lift Mobile Operator	56.98
Lift Slab Machine Operator (Vagtborg and Similar Types)	56.98
Material Hoist/Manlift Operator	56.98
Polar Gantry Crane Operator	56.98
Self Climbing Scaffold (or Similar Type)	56.98
Shovel, Backhoe, Dragline, Clamshell Operator (Over 3/4 YD. and up to 5 CU. YDS. M.R.C.)	56.98
Silent Piler	56.98
Tugger Hoist Operator (2 Drum)	56.98
Group 7	
Pedestal Crane Operator	57.10
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 CU. YDS. M.R.C.)	57.10
Tower Crane Repairman	57.10
Tugger Hoist Operator (3 Drum)	57.10
Group 8	
Crane Operator (up to and including 25 ton capacity)	59.07
Crawler Transporter Operator	57.27
Derrick Barge Operator (up to and including 25 ton capacity)	57.27
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (up to and including 25 ton capacity)	57.27
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 CU. YDS. M.R.C.)	57.27
Group 9	
Crane Operator (over 25 tons up to and including 50 tons M.R.C.)	59.07
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)	57.44
Highline Cableway Operator	57.44
Hoise Operator, Stiff Legs, Guy Derrick or Similar Type (over 25 tons, up to and including 50 tons M.R.C.)	57.44
K-Crane	57.44
Polar Crane Operator	57.44
Self Erecting Tower Crane Operator Maximum Lifting Capacity Ten (10) Tons. One (1) Ton Operator).	57.44
Group 10	
Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	60.49
Derrick Barge Operator (over 50 tons, up to and	58.44

including 100 tons M.R.C.)	
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 50 tons, up to and including 100 tons M.R.C.)	58.44
Mobile Tower Crane Operator (over 50 tons, up to and including 100 tons M.R.C.)	60.49
Group 11	
Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	60.99
Derrick Barge Operator (over 100 tons, up to and including 200 tons M.R.C.)	59.44
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over100 tons, up to and including 200 tons M.R.C.)	59.44
Mobile Tower Crane Operator (over 100 tons, up to and including 200 tons M.R.C.)	60.99
Tower Crane Operator and Tower Gantry	61.44
Group 12	
Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	63.63
Derrick Barge Operator (over 200 tons up to and including 300 tons M.R.C.)	60.44
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 200 tons up to and including 300 tons M.R.C.)	60.44
Mobile Tower Crane Operator (over 200 tons up to and including 300 tons M.R.C.)	63.63
Group 13	
Crane Operator (over 300 tons)	65.00
Derrick Barge Operator (over 300 tons)	61.44
Helicopter Pilot	61.44
Hoist Operator, Stiff Legs, Guy Derrick or Similar Type (over 300 tons)	61.44
Mobile Tower Crane Operator (over 300 tons)	65.00
Add $ .50 per hour for "Special" Shift	-
Add $1.00 per hour for "Multiple" Shift	-

OPERATING ENGINEER-SURVEYOR

SEE **GROUP CLASSIFICATIONS**	**ADD ZONE RATE**
Group 1	55.84
Group 2	56.65
Group 3	56.87
Group 4	57.15
Group 5	57.27
Group 6	57.37

Group 7	57.40
Group 8	57.77
Group 9	57.90
Group 10	58.40

OPERATING ENGINEER -TUNNEL	
SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	55.77
Group 2	56.72
Group 3	57.01
Group 4	57.15
Group 5	57.37
Group 6	57.48
Group 7	57.60
Group 8	57.77
Group 9	57.90

PAINTER	
Painter-Journeyman	46.23
Painter-Foreman	49.35

PILEDRIVER	
Driverman, Rigman, Bridge and Dock Carpenter	58.47
Certified Welder	58.47
Piledriver-Foreman	62.05
Diver-Diving (wet pay)	58.47
Stand-By Diver	58.47
Tender	58.47

PLASTERER	**ADD ZONE RATE**
Plasterer-Journeyman	44.69
Plasterer-Foreman	47.19
Plasterer-General Foreman	48.94

PLUMBER/PIPEFITTER	-
Plumber/Pipefitter-Journeyman	56.02
Plumber-Foreman	59.83
Plumber-General Foreman	63.65

REFRIGERATION	
Refrigeration-Journeyman	36.24
Refrigeration-Foreman	36.24
Refrigeration-General Foreman	36.24

ROOFER

(Does not include sheet metal roofs)	-
Roofer-Journeyman	31.83
Roofer-Foreman	36.25
SHEET METAL WORKER	**ADD ZONE RATE**
Sheet Metal-Journeyman	58.52
Sheet Metal-Foreman	62.95
Sheet Metal-General Foreman	67.37
SPRINKLER FITTER	
Sprinkler Fitter-Journeyman	55.15
Sprinkler Fitter-Foreman	57.90
Sprinkler Fitter-General Foreman	60.15
TAPER	
Taper	46.23
TILE SETTER/TERRAZZO WORKER/MARBLE MASON	**ADD ZONE RATE**
Tile Setter/Terrazzo Worker/Marble Mason-Finisher	32.48
Tile Setter	43.61
Terrazzo Worker/Marble Mason	46.04
TRAFFIC BARRIER ERECTOR	**ADD LABORER ZONE R**
Traffic Barrier Erector	42.94
TRUCK DRIVER	
SEE GROUP CLASSIFICATIONS	**ADD ZONE RATE**
Group 1	46.13
Group 2	46.23
Group 3	46.44
Group 4	46.62
Group 5	46.82
Group 6	47.12
Foreman $1.00 above highest paid journeyman supervised.	48.12
WELL DRILLER	**ADD OPERATING ENGI**
Well Driller	56.87
EQUIPMENT GREASER (RACK)	**ADD OPERATING ENGINEER ZONE RATE**

Equipment Greaser (rack)	55.16
EQUIPMENT GREASER (GREASE TRUCK)	**ADD OPERATING ENGINEER ZONE RATE**
Equipment Greaser (grease truck)	56.65
EQUIPMENT GREASER (GREASE TRUCK/MULTI-SHIFT)	**ADD OPERATING ENGINEER ZONE RATE**
Equipment Greaser (grease truck/multi-shift)	57.75
TUNNEL, EQUIPMENT GREASER (GREASE TRUCK)	**ADD OPERATING ENGINEER ZONE RATE**
Tunnel, Equipment Greaser (grease truck)	57.37
FIELD SOILS AND MATERIAL TESTER	**ADD OPERATING ENGINEER ZONE RATE**
Field Soils and Material Tester	54.87
FIELD ASPHALTIC CONCRETE (SOILS AND MATERIAL TESTER)	**ADD OPERATING ENGINEER ZONE RATE**
Field Asphaltic Concrete (soils and material tester)	54.87

10/1/2009

Job Descriptions for Recognized Classes of W

Regarding job descriptions for public works projects, please take notice of the following:

1. Pursuant to NAC 338.0095(1)(a), "A workman employed on a public work must be paid ba actually performs on the public work and in accordance with the recognized class of the wo
2. The work description for a particular class is not intended to be jurisdictional in scope nor t

worker from performing the work of one or more classes.

3. Any person who believes that a type of work is not classified, or who otherwise needs clarif or job descriptions, shall contact the Labor Commissioner, in writing, for a determination o for a particular type of work.

4. The job descriptions set forth or referenced herein supercede any and all descriptions previo Commissioner in any settlement agreements or stipulations arising out of contested matters.

5. The following specific provisions, where applicable, shall prevail over any general provisio

   - Amendments to the prevailing wage determinations;

   - Group Classifications and/or descriptions recognized by the Labor Commissioner and determinations for a particular type of work in a particular county.

AIR BALANCE TECHNICIAN, includes but is not limited to:
Inspecting, testing, programming, documenting, adjusting and balancing heating, cooling and ventilatin equipment to attain performance standards specified in the design of the systems.

ALARM INSTALLER, includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, bur of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

BOILERMAKER, includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house aux
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, aut and auxiliary machines.

BRICKLAYER, includes but is not limited to:

1. Laying materials, including without limitation, brick, structural tile and blocks of concrete, cinder, including stone, to construct or repair walls, partitions, arches, sewers, and other structures;
2. Laying and aligning bricks, blocks or tiles to build or repair structures for high temperature equipr kilns, ovens and furnaces; and
3. Fastening or fusing brick or other building materials to structures with wire clamps, anchor holes,
4. Pointing-cleaning-caulking of all types of masonry; caulking of window frames encased in mason including grinding and cutting out on such work and sand blasting, steam cleaning and gunite wor
5. Pointing, cleaning and weatherproofing of buildings, grain elevators and chimneys built of stone, l cutting out, sand blasting and gunite work on the same.

CARPENTER, includes but is not limited to:

1. Laying out, constructing, erecting, fabricating, installing and repairing structures and fixtures of w doors and hardware and the fastening of the same, inclusive of garage or overhead door openers, c ceiling systems using carpenter's hand tools and power tools;
2. Installing or erecting metal studs, drywall, lathing, wall partitions, prefabricated EFIS panels or an the interior or exterior of any building or structure, insulation and all types of ceilings;
3. Pre-cast concrete and concrete form work which includes but is not limited to: setting of templates erection, rigging and hoisting, stripping and removing of all forms which are to be reused;
4. Plywood decking, including, without limitation, stacking and installation of the plywood and the p
5. Cutting, setting, removing of beam sides and soffits, bracing, and pads;
6. Constructing all wood panel forms and frame wall;
7. Building, erecting and disassembling self-supporting scaffolds that are more than 14 feet in height
8. Laying out, cutting, joining, fitting of Foam Architectural Elements if same are attached mechanic
9. Shaping, cutting and planing by any means if done by hand or machine.

CEMENT MASON, includes but is not limited to:

1. Smoothing and finishing surfaces of poured concrete floors, walls, sidewalks and curbs to specifie
2. Patching holes with fresh concrete or an epoxy compound;
3. Molding expansion joints and edges through the use of edging tools, jointers and straightedges;
4. Setting of curb and gutter forms one board high;

ELECTRONIC COMMUNICATION INSTALLER/TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all ci control panels and/or equipment;
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circui
4. Using hand tools to assemble and install data communication lines and equipment computer syste
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with c

ELECTRONIC COMMUNICATION SENIOR INSTALLER/TECHNICIAN, includes but is not li

May include the duties of the Installer/Technician; working with, supervising, and coordinating the work

ELECTRICIAN LINEMAN, includes but is not limited to:

1. Erecting and repairing wood poles and prefabricated light duty metal towers, cable and related eq and distribution power lines used to conduct electrical energy between generating stations, substat
2. Directing and assisting electrician ground men in attaching cross arms, insulators, lightning arrest equipment to poles and towers in preparation of erecting the poles or towers;
3. Climbing erected poles or towers and installing equipment such as transformers
4. Strings wire conductors between erected poles with assistance of ground helpers and adjusts slack and elongation of conductors due to temperature variations, using winch.

ELECTRICIAN GROUNDMAN, includes but is not limited to:

1. Working under the direct supervision of linemen, including the operation of jackhammers and ma

2. Loading and unloading of materials and equipment used by electrician lineman.
3. Does not include climbing poles, towers or other structures or working in the proximity of energiz

ELECTRICIAN-NEON SIGN, includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs;
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to de
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools;
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transform

ELECTRICIAN WIREMAN, includes but is not limited to:

1. Laying out plans, installing, testing and repairing wiring, electrical fixtures, apparatus and control
2. Measuring, cutting, bending, threading, assembling and installing electrical conduit by using tools pipe threader, or conduit bender;
3. Pulling wiring through conduit;
4. Splicing wires;
5. Connecting wiring to lighting fixtures and power equipment;
6. Installing control and distribution apparatus, including, without limitation, switches, relays and cir into place;
7. Connecting power cables to equipment, including, without limitation, electric ranges and motors, a
8. Testing the continuity of a circuit to ensure electrical compatibility and safety of components usin limitation, an ohmmeter, a battery and buzzer, and an oscilloscope;
9. As necessary, cutting and welding steel structural members;
10. Handling and installation of all electrical equipment, appliances, apparatus and materials at the sit execution of the contract for the public work.

ELEVATOR CONSTRUCTOR, includes but is not limited to:

1. Assembling, installing, repairing and maintaining electric and hydraulic freight and passenger ele
2. Cutting pre-fabricated sections of framework, rails and other elevator components to specified dir and disc grinder;
3. Installing cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator

FENCE ERECTOR, includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

FLAG PERSON, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

FLOOR COVERER, includes but is not limited to:

1. Applying blocks, strips or sheets of shock-absorbing, sound-deadening or decorative covering to f
2. Measuring and cutting covering materials, such as rubber, linoleum, astro-turf, or cork tile and fou straightedge, linoleum knife and snips;
3. Spreading adhesive cement over floor to cement foundation material to floor for sound-deadening, the board joints;
4. Rolling finished floors to smooth the floor and press cement into base and covering;
5. Fitting of devices for the attachment of carpet, linoleum, rubber and all resilient floor coverings ar caps used in the installation of the foregoing materials and all other preparatory work;

GLAZIER, includes but is not limited to:

1. Installing, setting, cutting, preparing, or removal of glass, or materials used in lieu thereof, includi doorways, showers, bathtubs, skylights and display cases;
2. Installing glass on surfaces, including, without limitation, fronts of buildings, interior walls and ce
3. Installing pre-assembled framework for windows and doors designed to be fitted with glass panels hand tools;
4. Loading and arranging glass, or materials used in lieu thereof, on trucks at the site of the public w

HIGHWAY STRIPER, includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically prop guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, incluc plastics, rumble bars and other similar materials;

HOD CARRIER-BRICK MASON TENDER, includes but is not limited to:

1. Tending to or assisting brick masons, bricklayers and stonemasons;
2. Mixing, packing, wheeling and tempering mortar and fire clay;
3. Mixing, supplying and holding materials or tools;
4. Mixing, handling and conveying all other materials used by brick masons, bricklayers and stone m
5. Building scaffolds, trestles, boxes and swinging staging used exclusively by bricklayers and stone
6. Hanging cables and placing putlogs;
7. Carrying bricks and mortar in a hod;
8. Cleaning work area and equipment of bricklayers and stone masons

HOD CARRIER-PLASTERER TENDER, includes but is not limited to:

1. Serving Plasterers in any capacity;
2. Handling materials after the materials are delivered as used by a Plasterer;
3. Building and handling all necessary trestle, scaffolding and planking of scaffolding for the exclusi
4. Building mortar boxes, mortar boards and stands.

IRONWORKER, includes but is not limited to:

1. Performing duties, as part of a crew, to raise, place and unite girders, columns and other structural or structure frameworks;
2. Setting up hoisting equipment for raising and placing structural steel members;
3. Fastening steel members to cable of hoist, using chains, cable or rope;
4. Forcing steel members into final position using turnbuckles, crowbars, jacks, hand tools;

5. Aligning rivet holes in steel members with corresponding holes in previously placed steel member through holes;
6. Bolting aligned steel members to keep them in position until the steel members can be permanentl
7. Cutting and welding steel members;
8. Installing and repairing gates, iron doors, flagpoles, iron fences and roof decking;
9. Installing corrugated sheets when attached to steel frames;
10. Stud welding of all iron, steel and metal to structural steel;
11. Handling and setting of steel and metal joists;
12. Loading, unloading, hoisting, handling, signaling, placing and erecting of pre-stressed and pre-cas
13. Handling, racking, sorting, cutting, bending, hoisting, placing, burning, welding and tying all mate

LABORER, includes but is not limited to:

Perform tasks involving physical labor at building, highway, and heavy construction projects, tunnel and demolition sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mi: of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the clean up rubble and debris, and remove asbestos, lead, and other hazardous waste materials. May assist

MARBLE MASON, includes but is not limited to:

1. Cutting, tooling, and setting marble slabs in floors and walls of buildings and renovating and polis buildings;
2. Trimming, facing and cutting marble to a specific size using a power saw, cutting and facing equi
3. Drilling holes in marble slabs and attaching brackets;
4. Spreading mortar on the bottom and sides of a marble slab and on the side of adjacent marble slab
5. Setting blocks in positions, tamping a marble slab into place and anchoring bracket attachments w
6. Filling joints between marble slabs with grout and removing excess grout with a sponge;
7. Cleaning and beveling cracks and chips on marble slabs using hand tools and power tools;
8. Heating cracked or chipped areas of a marble slab with a blowtorch and filling the defect with a cc the marble slab; and
9. Polishing marble slabs and other ornamental stone to a high luster by using hand tools and power t

MECHANICAL INSULATOR, includes but is not limited to:

1. Covering and lining structures with cork, canvas, tar paper, magnesia and related materials;
2. Installing blown-on insulation on pipe and machinery;
3. Lining of mechanical room surfaces and air handling shafts;
4. Filling and damming of fire stops and penetrations including, but not limited to, electrical and mec
5. Foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RT mechanical or electrical systems;
6. Duct lining and duct wrapping, direct application and installation of fire protection of grease ducts for acoustical or thermal purposes;
7. Insulation of field joints on pre-insulated underground piping and the pouring of Gilsilite or its eq
8. The application of material, including metal and PVC jacketing, on piping, fittings, valves, flange: equipment and any other hot or cold surface for the purpose of thermal control;

MILLWRIGHT, includes but is not limited to:

1. Installing machinery and equipment according to layout plans, blueprints and other drawings in in trucks, hand tools and power tools;

2. Dismantling machines by using hammers, wrenches, crowbars and other hand tools;
3. Assembling and installing equipment, including, without limitation, shafting, conveyors, monorail power tools;
4. Constructing foundations for machines by using hand tools and building materials, including, with
5. Assembling machines and bolting, welding, riveting or otherwise fastening them to a foundation o power tools; and
6. Repairing and lubricating machines and equipment (at the site of the public work) assembled and

OPERATING ENGINEER, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrape tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or oth

PAINTER, includes but is not limited to:

1. All painting of walls, equipment, buildings, bridges and other structural surfaces by using brushes,
2. Application of wall coverings/wall paper;
3. Removing old paint to prepare surfaces before painting the surface;
4. Mixing colors or oils to obtain desired color or consistency;
5. Sanding surfaces between coats and polishing final coat to a specified finish;
6. Cutting stencils and brushing and spraying lettering and decorations on surfaces;
7. Washing and treating surfaces with oil, turpentine, mildew remover or other preparations;
8. Filling cracks, holes and joints with caulk, putty, plaster or other filler by using caulking gun or pu

PILEDRIVER, includes but is not limited to:

1. Operating pile drivers mounted on skids, barge, crawler, treads or locomotive crane to drive piling without limitation, buildings, bridges and piers;
2. Barking, shoeing, splicing, form building, heading, centering, placing, driving, staying, framing, fi and/or cutting off of piling;
3. Fabricating, forming, handling and setting of all such pre-cast, pre-stressed and post-stressed shap wharves, bulkheads, jetties, and similar structures;

PIPEFITTER, includes but is not limited to:

Assembling, installing, modifying and maintaining pipe systems, pipe supports and pneumatic equip components for steam, hot water, heating, cooling, lubricating, sprinkling and industrial and processing s

a. Cutting, threading and hammering pipe to specifications using tools, including, without limitation, and benders;
b. Attaching pipes to walls, structures and fixtures, including without limitation, radiators or tanks, u equipment;
c. Coating non-ferrous piping materials by dipping in mixture of molten tin and lead to prevent erosi

PLASTERER, includes but is not limited to:

1. Applying coats of plaster onto interior or exterior walls, ceilings, or partitions of buildings to prod blueprints, architects' drawings and oral instruction;
2. Creating decorative textures in finish coat by using sand, pebbles or stones;
3. Installing guide wires on exterior surfaces of buildings to indicate thickness of plaster or stucco;

4. Applying weatherproof, decorative covering to exterior surfaces of a building;
5. Molding and installing ornamental plaster pieces, panels and trim;
6. Directing workers to mix plaster to a desired consistency;
7. Assembly of EFIS panels;
8. Laying out, cutting, joining, fitting and installation of Architectural Foam Elements which are trov
9. Applying, shaping, cutting, and planing in preparation for netting done by hand or machine;
10. All plaster or synthetic finishes applied to Foam Architectural Elements

PLUMBER, includes but is not limited to:

Assembling, installing and repairing pipes, fittings and fixtures for heating, water and drainage syster outside of buildings which may therein require:

a. Repairing and maintaining plumbing by replacing defective washers, repairing or mending broken
b. Assembling pipe sections, tubing and fittings by using screws, bolts, solder, plastic solvent and ca
c. Installing pipe assemblies, fittings, valves and fixtures, including, without limitation, sinks, toilets tools;
d. Cutting openings in structures, excluding concrete, to accommodate pipe and pipe fittings by usin
e. Filling pipes and plumbing fixtures with water or air and observing pressure gauges to detect and l

REFRIGERATION MECHANIC, includes but is not limited to:

1. Installing and repairing industrial and commercial refrigeration systems;
2. Mounting compressors, condensers and other refrigeration components to the frame of a refrigerat welding equipment;
3. Assembling structural and functional components needed for refrigeration, including, without limi harnesses, valves, pumps, compressors, condensers, cores and pipes;
4. Installing expansion and control valves by using hand tools and acetylene welding equipment;
5. Cutting, bending, threading and connecting pipe from functional components to water, power or re
6. Fabricating and assembling components and structural portions of a refrigeration system;

ROOFER, includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, c knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a s
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mas
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, r
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials;

SHEET METAL WORKER, includes but is not limited to:

1. Fabricating, assembling, dismantling, installing or repairing:
    - Sheet metal roofs, including #30 felt roofing paper installed to form a metal roofing system;
    - Sheet metal parts or equipment, including, without limitation, duct work, metal lockers and
    - Air-veyor and air-handling systems, regardless of materials used;
2. Setting up and operating fabrication machines to cut, bend and straighten sheet metal;
3. Shaping metal over anvils, blocks or forms using a hammer;

4. Operating soldering and welding equipment to join sheet metal parts;
5. Inspecting, assembling and smoothing seams and joints of burred surfaces;
6. Welding, soldering, bolting, riveting, screwing, clipping, caulking or bonding component parts to power tools and devices for lifting and handling;

SPRINKLER FITTER, includes but is not limited to:

Installing, dismantling, maintaining, repairing, adjusting and correcting all fire protection and fire cc piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and undergr mains, standpipes and hose connection to sprinkler systems, sprinkler tank heaters, air lines and therm and alarm systems.

SURVEYOR, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measureme
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of la of the Earth for engineering, map making, mining, land evaluation, construction and other purpose
3. Surveying bodies of water to determine navigable channels and to secure data for construction of l structures;
4. Computing data necessary for driving and connecting underground passages, underground storage

TAPER, includes but is not limited to:

1. Sealing joints between plasterboard or other wallboards to prepare a wall surface for painting or p
2. Mixing sealing compound by hand or with a portable electric mixer and spreading the compound trowel, broad knife, or spatula;
3. Filling cracks and holes in walls and ceilings with sealing compound ;
4. Applying texturing compound and primer to walls and ceiling to prepare a surface for a final finisl
5. Coating of joint compound or taping mud;

TERRAZZO WORKER, includes but is not limited to:

1. Applying cement, sand, pigment and marble chips to floors and stairways to attain durable and de specifications or drawings;
2. Spreading mixtures of sand, cement and water over surface with a trowel to form terrazzo;
3. Cutting metal division strips and pressing the metal division strips into a terrazzo base so that top define level of finished floor surface;
4. Spreading mixtures of marble chips, cement, pigment and water over a terrazzo base to form a fini
5. Pre-casting terrazzo blocks in wooden forms.

TILE SETTER, includes but is not limited to:

1. Applying tile and materials made for tile in tile-like units to walls, floors, ceilings and promenade
2. Applying glazed, unglazed, mosaic and other ceramic tiles, which are used as a surface on floors, which must be set to specific grade;
3. Applying and floating all setting beds into which glazed, unglazed, mosaic, or other ceramic tiles
4. Leveling and plumbing tiles to a specified grade.

TILE, TERRAZZO AND MARBLE FINISHER, includes but is not limited to:

1. Supplying and mixing construction materials for a tile setter, terrazzo worker or marble setter;
2. Applying grout and finishing the surface of installed tile, terrazzo and marble;
3. Cleaning installed tile, terrazzo and tile surfaces;
4. Renovation and filling chipped, cracked and broken pieces of tile, terrazzo and marble;
5. Grinding and polishing tile, terrazzo and marble;
6. Assisting a tile setter, terrazzo worker or marble setter;

TRAFFIC BARRIER ERECTOR, includes but is not limited to:

Erects or places instruments to provide directional assistance to traffic on or near the public works consti

TRUCK DRIVER, includes but is not limited to:

Driving a tractor trailer combination or a truck transport goods or materials at the site of a public work c
(Also, see descriptions listed with Truck Driver rates, if any)

WELL DRILLER, includes but is not limited to:

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any oth purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for

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GROUP CLASSIFICATIONS

LABORER

Group 1
Construction Clean-Up
Dry packing of concrete & filling of form bolt holes
File grader, highway & street paving, airport runways & similar type heavy construction
Gas & oil pipeline laborer
Guinea chaser
Laborer, demolition or general construction ("General construction" does not include work otherwise cla
Laborer, packing rod steel & pans
Laborer, temporary water lines (portable type)
Landscape gardener
Nurseryman
Tarman and mortarman, kettleman, potman and man applying asphalt, lay-kold creosote, fine, and simila
Underground laborer, including caisson bellowers
Scaffold Erector (under 14 ft.)
Landscape Decorative rock Installer – (Ponds, Waterfalls, Etc.)
Materials Handler – (incidental to trade)
Tool Crib
Light Crib
Light Tool Repairman
Landscape Gardener (Must have knowledge of plant materials and how to plant them. Lays out plant an
Mechanical Stabilized Earth Wall

Construction Clean Up
Certified Firewatch

Group 2
Asphalt raker, ironer, spreader, luteman
Buggymobile man
Cement dumper (on one yard or larger mixers & handling bulk cement)
Cesspool digger and installer
Chucktender (except tunnels)
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines, hand propelled trenching mac mechanical tools not separately classified herein
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders
Group 3
Cutting torch operator
Gas and oil pipeline wrapper
Gas and oil pipeline laborer, certified
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including landscape sprinklers, sewer pipe, drain pipe and underground
Mudcutter
Concrete vibrator operator, all sizes
Rock slinger
Scaler (using bos'n chair or safety belt or power tools)
Forklift (Incidental to Trade) – A journeyman shall hold OSHA certification at time of referral
Laying of all metallic and non-metallic pipe, p.v.c. and duct bank, including landscape sprinklers, sewer
Cement dumper (on one yard or larger mixers and handling bulk cement
Concrete core cutter
Concrete curer, impervious membrane and oiler of all materials
Decorative rock installer (ponds, waterfalls, etc.)
Shotcrete/gunite

Group 4
Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock slinger
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of what such loading and placing
Sandblaster (nozzleman)
Steel header-board man

Group 5

Driller (core, diamond or wagon)
Joy driller model TW-M-2A, Gardner-Denver model DH 143 and similar type drills (in accordance with Laborers and Operating Engineers dated Miami, Florida, February 3, 1954)
Gas and oil pipeline fusion
Gas and oil pipeline wrappers, 6" pipe and over

Group 6
Miner and Bullgang

Group 7
Asbestos Abatement
Lead Abatement
Hazardous Waste Abatement
Petro-Chemical Abatement
Radiation Remediation
Microbial Remediation
$.50 wage rate above group III when wearing protective suite or respirator
Employees shall be properly certified and/or licensed at time of dispatch.

OPERATING ENGINEER, includes but is not limited to:

Group 1
Bargeman
Blade Operator Assistant
Brakeman
Compressor Operator
Ditch Witch, with seat or similar type equipment
Elevator Operator - inside
Engineer Oiler
Forklift Operator (under 5 Tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Pump Operator
Signalman
Steam Cleaner/Pressure Washer
Switchman

Group 2
Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip type
Conveyor Operator
Fireman
Forklift Operator (over 5 Tons)
Hydrostatic Pump Operator
Oiler Crusher (Asphalt or Concrete Plant)
PJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (wheel type up to ¾ yd. without attachment)
Tar Pot Fireman
Temporary Heating Plant Operator

Trenching Machine Oiler

Group 3
Asphalt-Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

Group 4
Asphalt Plant Fireman
Backhoe Operator (Mini-Max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (Asphalt or Concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Horizontal Directional Drilling Machine
Hydra-Hammer-Aero Stomper
Micro Tunneling (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driven Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (Asphalt or Concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

Group 5
No current classification

Group 6
Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Sharpener
Concrete Joint Machine Operator (canal and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Derrickman (Oilfield type)
Drilling Machine Operator, Bucket or Auger Types (Calweld 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 600 Auger or similar types - drilling depth

of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic Seeder Machine Operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo Switch Tamper, or similar type
Machine Tool Operator
Maginnis Internal Full Slab Vibrator
Mechanical Berm, curb or gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System (below ground)
Pavement Breaker Operator (truck mounted)
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earth Moving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tar Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Welder - General

Group 7
Welder - General (Multi-Shift)

Group 8
Asphalt or Concrete Spreading Operator (Tamping or Finishing)
Asphalt Paving Machine Operator (Barber Greene or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar.
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (Gunite Work)
Compactor Operator - self propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator (Non Portable)
Drill Doctor
Drilling Machine Operator, Bucket or Auger Types (Calweld 150 Bucket or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Grade Checker
Gradall Operator

Grouting Machine Operator
Heavy Duty Repairman
Heavy Equipment Robotics Operator
Kalamazoo Balliste Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Athey, Euclid, Sierra and similar types)
Master Environmental Maintenance Mechanic
Mobark Chipper or similar types
Ozzie Padder or similar types
PC 490 Slot Saw
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Portable Crushing Plant Operator
Pumpcrete Gun Operator
Rock Drill or similar types
Rotary Drill Operator (excluding Caison type)
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds.)
Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Grou
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bulldozer, Tamper, Scraper and Push Tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

Group 9
Heavy Duty Repairman (Multi-Shift)

Group 10
Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B Bucket or similar types - Watson 3000 or 5000 Auger or similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)

Dual Drum Mixer
Heavy Duty Repairman-Welder Combination
Monorail Locomotive Operator (diesel, gas or electric)
Motor Patrol - Blade Operator (single engine)
Multiple Engine Tractor Operator (Euclid and similar type - except Quad 9 Cat.)
Pneumatic Pipe Ramming Tool and similar types
Pre-Stressed Wrapping Machine Operator (2 Operators required)
Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar - over 25 yds. and up to 50 yds. struck)
Tower Crane Repairman
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)
Welder-Certified
Woods Mixer Operator (and similar Pugmill equipment)

Group 11
Dynamic Compactor LDC350 (or similar types)
Heavy Duty Repairman-Welder Combination (Multi-Shift)
Welder-Certified (Multi-Shift)

Group 12
Auto Grader Operator
Automatic Slip Form Operator
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types- Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)
Hoe Ram or similar with Compressor
Mass Excavator Operator - Less than 750 cu. yds.
Mechanical Finishing Machine Operator
Mobile Form Traveler Operator
Motor Patrol Operator (multi-engine)
Pipe Mobile Machine Operator
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Auger type self-loading - two (2) or more units)
Vermeer Rock Trencher (or similar type)

Group 13
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

Group 14
Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)
Canal Trimmer Operator

Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($1.00) per hour additional to base rate)
Wheel Excavator Operator (over 750 cu. yds. per hour)

Group 15
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

Group 16
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 17
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

Group 18
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

Group 19
Rotex Concrete Belt Operator (or similar types)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

Group 20

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

Group 21
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Group 22
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

Group 23
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

Group 24
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. & up to 50 yds. struck)

Group 25
Concrete Pump Operator - truck mounted (Oiler required when boom over 105' or 36 meters)
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

OPERATING ENGINEER-CRANES, PILEDRIVING AND HOISTING EQUIPMENT

Group1
Engineer Oiler
Forklift Operator

Group 2
Truck Crane Oiler

Group 3
A-Frame or Winch Truck Operator
Ross Carrier Operator (jobsite)

Group 4
Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator

Group 5
Hydraulic Boom Truck (Pitman)
Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)

Group 6
Bridge Crane Operator
Cretor Crane Operator
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift Slab Machine Operator (Vagtborg and similar types)
Material Hoist/Manlift Operator
Polar Gantry Crane Operator
Self Climbing Scaffold (or similar type)
Shovel, Backhoe, Dragline, Clamshell Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Silent Piler
Tugger Hoist Operator (2 drum)

Group 7
Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (over 5 cu. yds. M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 drum)

Group 8
Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)

Group 9
Crane Operator (over 25 tons, up to and including 50 tons M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 tons M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 25 tons, up to and including 50 ton M.R.C.
K-Crane
Polar Crane Operator
Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. One (1) ton operator).

Group 10
Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C
Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)

Group 11
Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C.)
Tower Crane Operator and Tower Gantry

Group 12
Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.
Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)

Group 13
Crane Operator (over 300 tons)
Derrick Barge Operator (over 300 tons)
Helicopter Pilot
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons)
Mobile Tower Crane Operator (over 300 tons)

SURVEYOR GROUP CLASSIFICATIONS
Group 1
Chainman

Group 2
Rodman

Group 3
Instrument man

Group IV
Global Position Systems Chainman and Rodman
Hydrographic Engineering Technician I (Chainman)

Group V
Party Chief

Group VI
E.D.M. or Fathometer Instrument man

Group VII
Certified Party Chief

Group VIII
Hydrographic Engineer Party Chief

Group IX
Certified Hydrographic Engineer Party Chief
Global Position Systems Party Chief

Group X
Chief of Parties
Two (2) or more crews

OPERATING ENGINEER-Tunnel

Group 1
Heavy Duty Repairman Helper

Group 2
Skiploader (wheel type up to ¾ yd. without attachment)

Group 3
Power - Driver Jumbo Form Setter Operator

Group 4
Dinkey Locomotive or Motorman (up to and including 10 tons)

Group 5
Bit Sharpener
Equipment Greaser (Grease Truck)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tugger Hoist Operator (1 drum)
Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
Welder - General

Group 6
Backhoe Operator (up to and including ¾ yd.) Small Ford, Case or similar
Drill Doctor
Grouting Machine Operator
Heading Shield Operator
Heavy Duty Repairman
Jumbo Pipe Carrier
Loader Operator (Athey, Euclid, Sierra and similar types)
Mucking Machine Operator (1/4 yd.)
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Pneumatic Heading Shield (tunnel)
Pumpcrete Gun Operator
Tractor Compressor Drill Combination Operator
Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)

Group 7
Heavy Duty Repairman-Welder Combination

Group 8
No current classification

Group 9
Tunnel Mole Boring Machine Operator

TRUCK DRIVER, includes but is not limited to:

Group 1
Drivers of dump trucks (less than 12 yds. water level), drivers of trucks (legal payload capacity less than 2,500 gal, pickup driver, service station attendant, teamster equipment (highest rate paid for dual craft op on site used for transportation of up to sixteen (16) passengers.

Group 2
Drivers of dump trucks (12 yds but less than 16 yds water level), drivers of trucks (legal payload capacit mix trucks (under 3 yds), dumpcrete trucks (less than 6 ½ yds water level), gas and oil pipeline working sizes of trucks, water and fuel truck drivers (2,500 gal to 4,000 gal), truck greaser, drivers of busses (on sixteen (16) passengers), warehouse clerk.

Group 3
Drivers of dump trucks (16 yds up to and including 22 yds water level), drivers of trucks (legal payload of dumpster trucks, drivers of transit-mix trucks (3 yds but less than 6 yds), dumpcrete trucks (6 ½ yds w Carrier driver, highway water and fuel drivers (4,001 gallon but less than 6,000 gallon), stock room clerk

Group 4
Drivers of transit-mix trucks (6 yds or more), drivers of dump trucks (over 22 yds. water level), drivers c over) drivers of fuel and water trucks (6,000 gallon and over).

Group 5
Drivers of trucks and trailers in combination (six axles or more).

Group 6
All Off-road Equipment, Truck Repairman, Transport Drivers and Drivers of Road Oil Spreader Trucks, Letourneau pulls, Terra Cobras and similar types of equipment, also PB and similar type trucks when pe jurisdiction, regardless of types of attachment, including power units pulling off-highway belly dumps ir

ZONE RATES

BRICKLAYER
In addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on a radius o Las Vegas, Nevada:

0-40 Miles	$0.00
41-50 Miles	$2.50
51-70 Miles	$5.00
Over 70 Miles	$7.50

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

CARPENTER
In addition to CARPENTER rates add the applicable amounts per hour, calculated based on a radius fro
Boulevard, Las Vegas:
Zone 1-0 to 40 miles 0.00
Zone 2-41 to 60 miles 2.50
Zone 3-Over 60 miles 4.25
Laughlin area 2.00

CEMENT MASON
In addition to CEMENT MASON rates add the applicable amounts per hour, calculated based on a radiu
Zone 1-0 to 30 miles 0.00
Zone 2-31 to 50 miles 1.50
Zone 3-over 50 miles 3.25

ELECTRICIAN COMMUNICATION TECHNICIAN
In addition to ELECTRICIAN-Communication Technician rates add the applicable amounts per hour, c
of Las Vegas:

Zone 1 0-25 miles	0.00
Zone 2 26-55 miles	2.50
Zone 3 56 miles and over	3.50

ELECTRICIAN-WIREMAN
In addition to ELECTRICIAN-Wireman rates add the applicable amounts per hour, calculated based on
Zone 1-0 to 25 miles 0.00
Zone 2-26 to 55 miles 2.50
Zone 3-over 55 miles 3.50

LABORER
In addition to: LABORER, FLAGPERSON, HOD CARRIER BRICK MASON TENDER, HOD CARR
TRAFFIC BARRIER ERECTOR rates add the applicable amounts per hour, calculated based on a radiu
Nevada:
Zone 1-0 to 30 Miles 0.00
Zone 2-31 to 50 Miles 1.50
Zone 3-51 Miles and Over 3.25
Laughlin Area 2.25

MILLWRIGHT
In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated based on a radius fi
Boulevard, Las Vegas:
Zone 1-0 to 20 miles 0.00
Zone 2-21 to 40 miles 1.50
Zone 3-41 miles and over 3.25

OPERATING ENGINEER
In addition to: OPERATING ENGINEER; CRANES, PILEDRIVING AND HOISTING EQUIPMENT,
GREASER (RACK), EQUIPMENT GREASER (GREASE TRUCK), EQUIPMENT GREASER (GRE/
EQUIPMENT GREASER (GREASE TRUCK), FIELD SOILS AND MATERIAL TESTER and FIELD
MATERIALS TESTER) rates add the applicable amounts per hour calculated from the City Hall of Las

Zone 1-0 to 20 miles	0.00
Zone 2-21 to 40 miles	2.00
Zone 3-41 to 60 miles	3.00
Zone 4-over 60 miles	3.50

PLASTERER

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the City Hall of

Zone 1-0 to 30 miles	0.00
Zone 2-31 to 50 miles	1.50
Zone 3-over 50 miles	3.25

SHEET METAL WORKER

In addition to SHEET METAL WORKER and AIR BALANCE rates add the applicable amounts per ho
of Las Vegas, Nevada:

Zone 1-0 to 30 miles	0.00
Zone 2-31 to 50 miles	2.50
Zone 3-51 to 100 miles	3.50 (including Laughlin)
Zone 4-over 100 miles	5.00

TILE/TERRAZZO WORKER/MARBLE MASON

In addition to TILE/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per h
fifty (50) miles from the City Hall of Las Vegas, Nevada:

0-40 Miles	$0.00
41-50 Miles	$2.50
51-70 Miles	$4.37
Over 70 Miles	$6.87

The area within the city limits of Boulder City and Primm, Nevada shall be considered free zones.

TRUCK DRIVER

In addition to TRUCK DRIVER rates add the applicable amounts per hour, calculated from Las Vegas C

Zone 1-0 to 30 miles	0.00
Zone 2-31 to 50 miles	1.50
Zone 3-51 to 70 miles	2.50
Zone 4-Over 70 miles	3.50

nevada
Office of the Labor Commissioner

2009-2010 PREVAILING WAGE RATES

AMENDMENT 1 (CLERICAL)

CLASSIFICATION:	IRONWORKER
COUNTY:	CARSON, CHURCHILL, CLARK, DOUGLAS, ELKO, ESMERALDA, EUREKA, HUMBOLDT, LANDER, LINCOLN, LYON, MINERAL, NYE, PERSHING, STOREY, WASHOE AND WHITE PINE
EFFECTIVE DATE:	JANUARY 25, 2010

THE FOLLOWING REPRESENTS THE AMENDED WAGE RATES

IRONWORKER	
IRONWORKER-JOURNEYMAN	56.74
IRONWORKER-FOREMAN	60.04
IRONWORKER-GENERAL FOREMAN	63.40

OFFICE OF THE LABOR COMMISSIONER
555 E. WASHINGTON AVENUE SUITE 4100
LAS VEGAS, NV 89101
PHONE: (702) 486-2795

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of award of Bid No. 09.15341.03-DC, Tropical Durango Park Phase I and II located at the northwest corner of Tropical Parkway and Durango Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: JNJ ENGINEERING CONSTRUCTION, INC. ($1,274,500 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,274,500
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of half street along Bonita Vista Street, native earth site grading and berms along adjacent streets, lighted parking stalls and sidewalks, lighted plaza with fabric covered tot lots and adjacent landscape, small ramada, trash cans, benches and restroom. Work also includes two additive alternate items which include turf, irrigation, mow curb, small ramada, splash pad, entry monument and exercise area.

PCC: D. Collins
POC: Thomas Holm - (435) 874-1285

RECOMMENDATION:
That City Council approve award of Bid No. 09.15341.03-DC, Tropical Durango Park Phase I and II to JNJ Engineering Construction, Inc. in the amount of $1,274,500 and approve the construction conflicts and contingency reserve of $127,450. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
09.15341.03-DC
Tropical Durango Park Phase I and II

DESCRIPTION	C G & B Enterprises, Inc. Lump Sum Amount	JNJ Engineering Construction, Inc. Lump Sum Amount	Richardson Construction, Inc. Lump Sum Amount	B & H Construction, Inc. Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract except for the work specifically described in the following Additive Alternate Bid Section	$ 1,009,057.00	$ 1,095,000.00	$ 1,107,521.02	$ 1,154,902.00
ADDITIVE ALTERNATE BID SECTION				
Additive Alternate 1: Turf/Irrigation, mow curb and small ramada as described in drawings.	$ 377,440.00	$ 88,000.00	$ 87,872.16	$ 96,019.00
Additive Alternate 2: Splash pad, entry monument and exercise area as described in drawings.	$ 181,000.00	$ 91,500.00	$ 159,424.81	$ 149,785.00
Total Base Bid Amount Plus Additive(s)	$ 1,567,497.00	$ 1,274,500.00	$ 1,354,817.99	$ 1,400,706.00
Architect Estimate: $1,200,000.00				
Responsive Bidder		YES		
Responsible Bidder		YES		

TO: Cheri Edelman. Please review and approve recommended award to J N J Engineering Construction, Inc.

for the Base Bid and Additive Alternate Items #1 and #2 in the amount of $ 1,274,500.00

Purchasing & Contracts Representative — Date: 6/28/10

Department/Division Signature — Date: 6/29/10

BID ABSTRACT
09.15341.03-DC
Tropical Durango Park Phase I and II

DESCRIPTION	Bulldog Equipment Company Lump Sum Amount	Hardy Construction, Inc. Lump Sum Amount	Tand, Inc. Lump Sum Amount	The Korte Company Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract except for the work specifically described in the following Additive Alternate Bid Section	$ 1,158,100.00	$ 1,173,000.00	$ 1,175,655.00	$ 1,241,362.00
ADDITIVE ALTERNATE BID SECTION				
Additive Alternate 1: Turf/Irrigation, mow curb and small ramada as described in drawings.	$ 119,000.00	$ 81,300.00	$ 91,934.00	$ 96,900.00
Additive Alternate 2: Splash pad, entry monument and exercise area as described in drawings.	$ 133,000.00	$ 116,200.00	$ 144,600.00	$ 144,130.00
Total Base Bid Amount Plus Additive(s)	$ 1,410,100.00	$ 1,370,500.00	$ 1,412,189.00	$ 1,482,392.00
Architect Estimate: $1,200,000.00				
Responsive Bidder				
Responsible Bidder				

BID ABSTRACT
09.15341.03-DC
Tropical Durango Park Phase I and II

DESCRIPTION	Franklin Construction Services, Inc. Lump Sum Amount	Gothic Landscaping, Inc. Lump Sum Amount	Wells Cargo, Inc. Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract except for the work specifically described in the following Additive Alternate Bid Section	$ 1,271,641.00	$ 1,275,000.00	$ 1,472,148.00
ADDITIVE ALTERNATE BID SECTION			
Additive Alternate 1: Turf/Irrigation, mow curb and small ramada as described in drawings.	$ 144,643.00	$ 145,000.00	$ 47,043.00
Additive Alternate 2: Splash pad, entry monument and exercise area as described in drawings.	$ 164,567.00	$ 149,000.00	$ 177,314.00
Total Base Bid Amount Plus Additive(s)	$ 1,580,851.00	$ 1,569,000.00	$ 1,696,505.00
Architect Estimate: $1,200,000.00			
Responsive Bidder			
Responsible Bidder			

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:

Approval of award of Contract Management Agreement No. 100261-LD, Construction Management Services for the 3 Megawatt Solar Photovoltaic Project located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($1,865,997 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,865,997
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:

The services covered by this agreement are for the purpose of administering the construction contract for the Water Pollution Control Facility (WPCF) 3 megawatt solar photovoltaic project throughout the final design and construction of the project.

PCC: L.E. Davis
POC: Steven P. Henness, P.E. - (702) 732-0448

RECOMMENDATION:

That City Council approve the award of Construction Management Agreement No. 100261-LD, Construction Management Services to Black & Veatch Corporation in the amount of $1,865,997. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Certificate - Disclosure of Ownership/Principals
2. Construction Management Agreement No. 100261-LD

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: **Black & Veatch Corporation**	**Construction Management – Water Pollution Control Facility Solar Photovoltaic Project**
Address: **4040 S. Eastern Avenue, # 330** **Las Vegas, NV 89119**	
Telephone: 702/732-0448	
EIN or DUNS 44-0605785	**Contract No. 100261-LD**

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached 5-page disclosure		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 5.

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

Dana V. R[illegible]
Name

6/28/10
Date

Subscribed and sworn to before me this 28 day of June, 2010

Gina Baez
Notary Public

GINA BAEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 12-01-2013
Certificate No: 10-1102-1

Black & Veatch Corporation

Name	Title	Work Address
Ainsworth, Bruce Allen	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Argo, David George	Senior Vice President	2850 Camelback Rd. Phoenix, AZ 85016 (602) 381-4400
Canney, Steven Doyle	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Cheong, Hoe Wai	Senior Vice President	15/F Capital Twr Beigin, No. 6 Jia, Beijing, P.R.C. 100022 86-10-5816-5888
Collins, Anthony Edwards	Senior Vice President	69 London Road Redhill, Surrey UK RH1 1LQ 913-458-2000
Eberts III, Ralph Thomas	Senior Vice President	800 Wilshire Blvd., Ste. 600 Los Angeles, CA 90017 (213) 312-3300
Edwards, Steven Lane	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Elzey, Michael Albert	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004 (770) 751-7517
Erington, Kerry Bryant	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Gaufin, Shirley	President & Chief Human Resources Officer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Gustke, John Michael	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Heenan, Richard Jack	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004 (770) 751-7517

Name	Title	Work Address
Hill, Charles Glenn	Senior Vice President	1660 Highway 100 South, Suite 300 St. Louis Park, MN 55416 (952) 545-6695
Hunt, David Brian	Senior Vice President	101 N. Wacker Drive, Ste. 100 Chicago, IL 60606 (312) 346-3775
Johnson, Terry Lee	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Kerns, David Eugene	Executive Vice President & Treasurer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Kuchenrither, Richard Daniel	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Kupfer, Henry Lee	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Lampitt, David Andrew	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Lewis, James Risdon	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Loftspring, Peter David	Senior Vice President & Asst. Secretary	11401 Lamar Overland Park, KS 66211 (913) 458-2000
Lusby, James Raymond	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Mahaffay, David Raymond	Senior Vice President	2850 E. Camelback Rd., Ste. 200 Phoenix, AZ 85016 (602) 381-4400
Mastalio, Kim Ian	President-Strategic Sales & Mrktg	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
McCarthy, Daniel William	President & CEO - B&V Water	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000

Name	Title	Work Address
Mendelsohn, David Charles	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Morrow, Gary Donald	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Mundy, Donald Lee	Senior Vice President	6300 South Syracuse Way, Ste. Centennial, CO 80111 (303) 671-4200
Oskvig, Ordean Harlow	President & CEO - B&V Energy	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Ott, Ronald Joseph	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Perry, Michael Anderson	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Petkash, Andrew Victor	Senior Vice President	4890 W. Kennedy Blvd., Ste. 700 Tampa, FL 33609 (813) 281-0032
Plubell, Joseph Kevin	Senior Vice President	125 Water Street, Ste. 2 Naperville, IL 60540 (630) 579-1006
Pollins, Kent Dean	Senior Vice President	3550 Green Court Ann Arbor, MI 48105 (734) 665-1000
Pronske, Keith Paul	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Reorda, Thomas Peter	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Rodman, Leonard Charles	President & CEO	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Rus, Steven Edward	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000

Name	Title	Work Address
Seibolt, Lawrence Joseph	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Seymour, Alfred Barry	Senior Vice President	Suite 500 W. 601 Walnut Street Philadelphia, PA 19106 (215) 928-0700
Smith, Haldon Edward	President - Construction & Procurement	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Smith, Rodger Eugene	President - Enterprise Management Solutions	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Stevens, Donald Richard	Senior Vice President	8400 Ward Parkway Kansas City, MO 64114 (913) 458-2000
Still, David Russell	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Travers, Martin Gerald	President - Telecommunications	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Triplett, Timothy Wayne	Director, Executive Vice President & Secretary	11401 Lamar Overland Park, KS 66211 913-458-2000
Van Dyke, William Russell	President - Federal Services	1300 N. 17th St. Arlington, VA 22209 703-243-0938
Vaughan, Philip Brad	Senior Vice President & Chief Information Officer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Voeller III, John George	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Walsh, Edward John	Executive Vice President	11000 Regency Pkwy. Cary, NC 27511 (919) 462-7350
Wilson, James Alan	Executive Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000

Name	Title	Work Address
Withey, Howard Greene	President & Chief Administrative Officer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Wood, Sheldon Ewell	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Woodward, Kirk Patrick	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000

CONSTRUCTION MANAGER AS AGENT AGREEMENT

FOR

WPCF 3 MW SOLAR PHOTOVOLTAIC PROJECT

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) 431-7611**, and **BLACK & VEATCH CORPORATION**, (the "Consultant"), a **Delaware Corporation**, whose address is **4040 S. Eastern Ave., Suite 330, Las Vegas, NV, 89119**, and fax number is **(702) 732-7578**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **WPCF 3** MW Solar Photovoltaic Project (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, 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;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC Date
City Clerk

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 7/7/10
Deputy City Attorney Date

CONSULTANT

By_____
Dana V. Reel, P.E., Black & Veatch Corporation

John S. Ridilla
Deputy City Attorney

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 1: GENERAL

1.1 PURPOSE

1.1.1 The services covered by this Agreement are for the purpose of administering the Construction Contract for the Water Pollution Control Facility (WPCF) 3 MW Solar Photovoltaic Project throughout the final design and construction of the Project.

1.1.2 The Scope of Service set forth in this Exhibit and the compensation to the Consultant for the Scope of Services is based on the Consultant and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope may not impact Fee amounts unless increased project duration, scope, or workload is encountered by the Consultant. If increased project duration, scope, or workload is encountered, the Consultant shall notify the City in writing and an adjusted fee will be negotiated prior to any work. The Fee for this scope of services is based on a design period of 6 months and a construction period of 18 months. The Fee is based on 18 months for Phase I (Project Management), 6 months for Phases II and III (Design Phase and Pre-Construction), and 12 months for Phases IV and V (Construction Phase and Project Closeout).

1.3 GENERAL REQUIREMENTS

1.3.1 The Consultant's work shall, to the extent possible, be prepared using Contract Manager software by Primavera, current version. Where Contract Manager capabilities are limited, provide documents in the following software formats: AutoCAD 2008, Microsoft Office 2007 and Microsoft Project 2007, or more recent versions.

1.3.2 The Consultant's work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.4 DEFINITIONS

1.4.1 "Contractor" as used herein refers to the Design-Build Team that the City contracts to construct the Project.

1.4.2 "Consultant" as used herein refers to Black & Veatch.

1.5 SERVICES DURING FINAL DESIGN AND CONSTRUCTION

1.5.1 The Consultant will provide Professional Services during the Final Design and Construction Phases as defined in Exhibit "A". These services are intended to provide the City of Las Vegas (City) with oversight services during construction of the WPCF 3 MW Solar Photovoltaic Project (Project). By performing these oversight services, the Consultant shall not have the authority or responsibility to supervise, direct, or control the Contractor's work, means, methods, techniques, sequences, or procedures for construction. The Consultant shall not have the authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

2.2.1 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.2.2 The full use of any on-site facilities that the Contractor is obligated to provide for the City's use, including a conditioned and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Consultant's duty to review the documents for such information and to determine and include in the total Fee, any field office requirements that the Contractor is not providing.

2.2.3 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.2.4 A management team to review submittals and to work with the Consultant to achieve an acceptable, cost-effective Project.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

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

3.1.1 Project Management

3.1.2 Design Phase Services

3.1.3 Pre-Construction Services

3.1.4 Construction Management and Contract Administration

3.1.5 Project Close-Out

3.1.6 Additional Services

3.2 PROJECT MANAGEMENT

3.2.1 **Project Team**: The Consultant staff shall be available through the completion of the Project. The Identified Individuals must perform the roles identified herein. The Consultant may not make a change to the Identified Individuals list without prior written approval from CLV. A Consultant staff plan will be submitted to the City Representative for review and acceptance prior to notice to proceed:

Project Director: Jim Morley, P.E.
Project/Construction Manager: Steve Henness, P.E.
Office Engineer/Document Control Administrator: Ganesh Kadam, P.E.
Lead Resident Project Representative: Jim Robinson

3.2.2 **Interface Management**: The Consultant shall interface with the Contractor, the City Representative, and others, as necessary, to facilitate construction of the Project.

3.2.3 **Project Accounting**: The Consultant shall establish and maintain a project accounting system to organize and track its project costs in accordance with the Contract and as approved by the City. Prepare and submit monthly invoices in accordance with the Contract.

3.2.4 **Monthly Progress Report**: The Consultant shall establish and report Consultant and Contractor activities, and budgets on the actual vs. planned Project expenditures throughout the Project to the City.

3.2.5 **Quality Assurance/Quality Control (QA/QC) & Construction Management Plan:** The Consultant shall review the Contractor's QA/QC & Construction Management Plan, as applicable, to document the Contractor's processes, review procedures, documentation requirements, and audits to assure that its services are performed in accordance with this agreement. The Consultant shall provide a copy of the Plan to the City for review and comments.

3.2.6 **Document Management System and Procedures:** The Consultant shall implement a set of procedures for logging, managing, tracking and storing in electronic and hard copy form documents prepared by or received from the Contractor, the City, and other's during the final design, construction, and close out phases of the Project. Documents shall be stored in electronic format in the Consultant's document management system known as Primavera Contract Manager, formerly known as Primavera Expedition.

3.3 DESIGN PHASE SERVICES

3.3.1 **Design Phase Progress Meetings**. The Consultant shall:
3.3.1.1 Conduct monthly progress meetings with the Contractor and City.
3.3.1.2 Review Contractor's design schedule and evaluate Contractor's progress.
3.3.1.2.1 Track milestone dates (design deliverables, permit submittals, and approvals)
3.3.1.3 Monitor and track Contractor's action items.
3.3.1.4 Prepare monthly meeting minutes and provide an opinion of Contractor's progress.
3.3.1.5 Be responsible for making any adjustments to the Meeting Minutes as may be deemed reasonable.

3.3.2 **Design Phase Document Review.** The Consultant shall:
3.3.2.1 Review and provide comments and recommendations regarding the Design Documents.
3.3.2.1.1 Upon submission by the Contractor of the design deliverable, the Consultant shall conduct a review of the Contractor's documents to see if the submittal conforms to the intent of the bridging documents, and to the Contractor's submittal proposal as accepted by the City, and to subsequent changes approved by the City.
3.3.2.1.2 Perform a constructability review of each design submittal and provide written comments and recommendations to the Contractor and the City.
3.3.2.2 Perform a follow-up review of the geotechnical report.
3.3.2.3 Review the Contractor's Permit Matrix for Construction Contract compliance and provide written comments, as necessary.
3.3.2.4 Review the Contractor's Dust Mitigation Plan for Construction Contract compliance and provide written comments, as necessary
3.3.2.5 Review the Contractor's Bonding Matrix for Construction Contract compliance and provide written comments, as necessary.
3.3.2.6 Forward any comments to the City Representative, as required.

3.4 PRE-CONSTRUCTION SERVICES

3.4.1 **Pre-Construction Meetings.** The Consultant's team shall:
3.4.1.1 Organize and hold the pre-construction conference in accordance with standard construction practices for the City of Las Vegas.
3.4.1.2 Be responsible for taking and issuing the Pre-Construction Meeting Minutes to the City Representative and Contractor.
3.4.1.3 Be responsible for making any adjustments to the Meeting Minutes as may be deemed reasonable.
3.4.1.4 Organize and hold a Site Mobilization Meeting.
3.4.1.5 Be responsible for taking and issuing Site Mobilization Meeting Minutes, if necessary.
3.4.1.6 Generate all Meeting Minutes in Contract Manager and forward to the Contractor and City Representative for review and record.

3.4.2 **Pre-Construction Schedules.** The Consultant shall:
3.4.2.1 Receive from the Contractor all Schedules including Schedule of Values.
3.4.2.2 Review and provide to the City Representative comments and recommendations on the Contractor's Preliminary Guaranteed Progress Schedule in accordance with the Construction Contract.
3.4.2.3 Review any revision to the Preliminary Progress Schedule and forward all comments and recommendations to the City Representative for review.
3.4.2.4 Review and comment on the Contractor's Post-construction Contract Award Schedule of Values in accordance with the Construction Contract. The Consultant shall forward all comments and recommendations to the City Representative for review.

3.4.3 **Pre-Construction Condition Photos.** The Consultant shall:
3.4.3.1 Coordinate and execute the photographing of the existing Project conditions prior to the commencement of construction.
3.4.3.2 Develop a pre-construction photo log with related comments and provide a copy to the City Representative.
3.4.3.3 Along with the "Existing Condition" Photo Log, the Consultant shall provide a detailed condition summary for review by the City Representative.

3.4.4 **Pre-Construction Document Review.**
3.4.4.1 Prior to the start of construction, the Contractor shall submit the approved Project permits, as described in the permit matrix, to the Consultant for review.
3.4.4.2 Prior to the start of construction, the Contractor shall submit the approved Project bonds, as described in the bond matrix, to the Consultant for review.
3.4.4.3 The Consultant shall forward copies of permits and bonds to the City Representative, as required.

3.5 CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION

3.5.1 General. Provide full-service Construction Contract Administration during the construction phase of the Project. The Consultant shall provide staff and documentation to oversee compliance with the Contract Documents.

3.5.2 Project Field Office. The Consultant shall:

3.5.2.1 Develop and issue a list of telephone numbers, including emergency numbers for use by the City Representative, Consultant, and Contractor personnel.

3.5.2.2 Oversee public information is provided in the field office as required by law and the City.

3.5.2.3 Except as specifically provided by the City or Contractor (reference **City's Responsibilities** in **Exhibit "A"**), provide a complete and ready-to-use conditioned and furnished field office including:

3.5.2.3.1 An on-site computer system and printer to manage the Project, which may be of a portable design and removed when the Consultant is not on site.

3.5.2.3.2 A suitable copy machine and fax machine with dedicated phone lines.

3.5.2.3.3 A field office phone and cell phone.

3.5.2.3.4 Furniture including a plan table and file cabinet.

3.5.2.4 Make the Consultant's field office available for use by the City's personnel, special inspectors, testing consultants, and other consultants when they are providing services on site. Provide a chair and writing surface for such use by others when needed, which may be the Consultant's desk or table. A separate dedicated desk or work area is not required.

3.5.3 Photographs. The Consultant shall:

3.5.3.1 Be responsible for thoroughly photographing the progress of construction for the duration of the Project. Photos will be taken daily, each business day, to show both activity and the lack of activity. This includes but is not limited to providing the City with a monthly progress summary showing a pictorial representation of work completed during each month. All photos will be taken with a digital camera showing the picture's date imprinted on the face of each photo and a written description of location taken, work shown or lack of work shown, problem or defect demonstrated, or other purpose of the photo.

3.5.4 Daily Reports (Contractor & Consultant). The Consultant shall:

3.5.4.1 Be responsible for producing in Contract Manager and separate from the Contractor a report for each day describing the events which took place, including any relevant conversations, construction conflicts, and site meetings.

3.5.4.2 Oversee that the Contractor develops his own daily report and will provide such reports to the Consultant field office and City record daily.

3.5.4.3 Oversee that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including: the weather conditions, name of Contractors on site and number of workers for each, deliveries, equipment, accidents and safety issues, inspections and tests conducted, construction activities, and work completed. The Consultant shall immediately notify the City of any safety concerns.

3.5.4.4 When Consultant determines that any of the Contractor's daily reports are inaccurate, incomplete, or contain potential claim information, the Consultant shall generate a response in Contract Manager detailing any concerns and requested changes and will forward these documents to the City Representative for review and approval.

3.5.5 Payment Application (Review & Approval). The Consultant shall:

3.5.5.1 Review all applications for payment to verify that all invoices reflect actual work completed in accordance with the Contract Documents.

3.5.5.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.

3.5.5.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative providing written response as to rationale in accordance with the Nevada Revised Statues (NRS). The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.

3.5.6 Project Construction Schedules (Weekly, Monthly & Revisions). The Consultant shall:

3.5.6.1 In accordance with the Construction Contract, verify that the Contractor develops and submits schedules for each progress meeting whenever any of the conditions referenced are encountered.

3.5.6.2 Thoroughly review the Contractor's Baseline Schedule to verify that such schedule complies with the Construction Contract requirements. Furthermore, the Consultant shall use its construction and claims experience to verify that the Contractor's Baseline Schedule adequately depicts all of the significant work activities with reasonable timelines.

3.5.6.3 Review all monthly progress schedules for Construction Contract compliance. In addition, the Consultant shall thoroughly review each progress schedule to verify that all changes are represented reasonably.

3.5.6.4 Generate a response, which either approves or rejects the Contractor's monthly progress schedules and provide written explanation to the City Representative for review and approval.
3.5.6.5 Maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

3.5.7 **Signatures.** Under no circumstances shall the Consultant sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed as received.

3.5.8 **Shop Drawings/Submittals.** The Consultant shall:
3.5.8.1 Prepare a Master List of all contractually required submittals and forward copies to the field office and City Representative for record.
3.5.8.2 Receive all Submittals from the Contractor and review each for Construction Contract compliance. In the event the submittal is received in a manner contrary to the Construction Contract requirements, the Consultant will forward a notice of rejection to the Contractor and the City Representative for review and record.
3.5.8.3 Develop a Submittal Log in Contract Manager showing each submittal, the date received, date forwarded to the reviewer, number of days with the reviewer, date returned, reviewer's response, and the date returned to the Contractor.
3.5.8.4 All submittals that are received in accordance with the Construction Contract requirements will be logged into Contract Manager and forwarded to the reviewer for review and acceptance or rejection.
3.5.8.5 Re-Submittals will be handled in the same manner as Submittals.
3.5.8.6 Forward all Submittals to the City Representative.

3.5.9 **RFI'S.** The Consultant shall:
3.5.9.1 Create and maintain in Contract Manager a Request for Information (RFI) Log.
3.5.9.2 Develop an RFI Log in Contract Manager that shows the date each RFI was received, the content of the RFI, the date forwarded to the City Representative, the date returned, the number of days held, the response, and the date returned to the Contractor.
3.5.9.3 Receive all RFIs from the Contractor and log them into Contract Manager and coordinate the reply for each.
3.5.9.4 Answer RFIs that can easily be answered without a constructive change to the Construction Contract and forwarded to the City Representative for review and approval.
3.5.9.5 Immediately notify the City Representative whenever the Consultant determines that an RFI is frivolous and unwarranted.
3.5.9.6 Forward all RFIs to the City Representative for review and response.
3.5.9.7 All responses to RFIs will be routed through the Consultant who shall log them into Contract Manager.

3.5.10 **Change Orders.** The Consultant shall:
3.5.10.1 Create a Change Order Request (COR) log in Contract Manager.
3.5.10.2 Receive and log all Contractor-submitted CORs accordingly.
3.5.10.3 Review all CORs and forward them to the City Representative. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
3.5.10.4 Assist in the negotiations of all Change Order pricing.
3.5.10.5 Draft rejections of CORs, as deemed appropriate, and forward them to the City Representative for review and approval.
3.5.10.6 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Contract Change Directive to the Contractor and will forward copies to the City Representative for review and approval.
3.5.10.7 Coordinate and seek the signatures for approval from the City Representative and Contractor for all change orders that have obtained a mutually agreed upon price.

3.5.11 **Field Directives.** The Consultant shall:
3.5.11.1 Issue Field Directives for emergencies and items that require immediate response.

3.5.12 **Coordinate Project Progress Meetings/Coordinate Partnering Meetings.** The Consultant shall:
3.5.12.1 Organize and facilitate all progress meetings.
3.5.12.2 Take and draft all Progress Meeting Minutes and distribute copies to the City Representative and Contractor for review and approval.
3.5.12.3 Make any reasonable and merited adjustments to the meeting minutes when requested by the Contractor within the time specified.

3.5.12.4 Organize and hold any partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

3.5.13 **Notices of Non Compliance.** The Consultant shall:
3.5.13.1 Issue Notices of Non-Compliance for any work activity that is not in compliance with the Contract Documents and forward copies to the City Representative.

3.5.14 **Notices of Potential Claim**. The Consultant shall:
3.5.14.1 Forward any and all Notices of Potential Claim to the City Representative for review and record.
3.5.14.2 Develop a summary of events and submit it with the Notices of Potential Claim.
3.5.14.3 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.

3.5.15 **Quality Control – (Inspections & Material Testing contracted and paid by the Consultant).** The Consultant shall:
3.5.15.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the Contractor.
3.5.15.2 Review and respond to all inspections and test results with the Contractor and forward copies of each to the City Representative for review and approval.
3.5.15.3 Have a representative on-site at all times during construction to observe and verify that all construction activities are performed in accordance with the Contract Documents.
3.5.15.4 Establish and implement a quality assurance (QA) program to monitor the Contractor's quality control program. As required, by subcontract or otherwise, sample and test soils, aggregates, asphaltic concretes, Portland cement concretes, and other materials employing the requirements of the COUNTY standards specifications as well as the additional requirements of the Project plans and specifications and provide the results of such sampling and testing to the Contractor and to the City Representative. All testing technicians shall be NAQTC/ACI certified for the tests they perform. All laboratories performing materials testing shall be AASHTO certified for the tests they perform. It is anticipated that this testing would be approximately 10% of the testing required of the Contractor.
3.5.15.5 As part of the QA program, provide any required special inspections of any work required to have building permits through Clark County Development Services (CCDS). It is anticipated that this would only include off-site improvements and the perimeter fencing required by Clark County Development Services.
3.5.15.6 Monitor the Contractor's compliance with the approved NPDES permit and applicable Best Management Practices; issue Notices of Non-Compliance and/or notify the applicable enforcement agency, as appropriate.

3.5.16 **Public Information.** The Consultant shall:
3.5.16.1 Refer all public inquiries to the City Representative.
3.5.16.2 Accompany visitors representing the public or other agencies having jurisdiction over the Project pursuant to direction by the City Representative; record the outcome of these visits or inspections; and submit a report to the City Representative concerning these visits.

3.5.17 **Project Documentation Control**. The Consultant shall:
3.5.17.1 Develop a system in Contract Manager for logging all correspondence received and generated as outlined in Paragraph 3.2.6 above.
3.5.17.2 Maintain a complete set of record drawings for the Project, independent of the Contractor's record drawing set.

3.5.18 **Reporting.** The Consultant shall:
3.5.18.1 Prepare a monthly progress and summary report and submit it to the City with the monthly payment request. Reference **Exhibit "B"**.
3.5.18.2 Phone the City Representative each day activity is occurring on site or outstanding issues remain unresolved, to update the City on the Project status.

3.5.19 **Traffic Control.** The Consultant shall:
3.5.19.1 Monitor and respond to all traffic control issues.
3.5.19.2 Review any traffic control plans submitted by the Contractor and forward them to the City with recommendations.

3.5.20 **Punchlists and Substantial Completion.** The Consultant shall:
3.5.20.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant will coordinate and participate in the walk through with the City Representative and Contractor.
3.5.20.2 Collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

3.5.20.3 Develop in Contract Manager a punchlist generated from the walk through and forward it to the City Representative for review and approval prior to forwarding to the Contractor.
3.5.20.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in Contract Manager and issue a Certificate of Substantial Completion for signature by the City Representative. Copies will be forwarded to the City Representative for record.
3.5.20.5 Observe and verify that all punchlist items are completed in accordance with the Construction Contract requirements.
3.5.20.6 Upon proper completion of the punchlist items, the Consultant will assist in ensuring that the City Representative is properly and promptly notified to allow for Contractor payment.
3.5.20.7 If requested by the City Representative, assist the building occupants in coordinating their move in, Project re-keying, utility services, and building system maintenance contracts.

3.6 PROJECT CLOSEOUT

3.6.1 **General.** Provide a complete record of Project documentation to the City Representative for Project closeout items such as daily reports, photos, approved payment applications, submittals, change orders, field directives, notices of non-compliance, notices of potential claims, inspection and testing results, punchlist and substantial completion items, permit closeout and bond release.

3.6.2 **Final Quantities and Payment.** The Consultant shall:
3.6.2.1 Determine the final quantities for unit price items and forward a summary to the City Representative for review and record.
3.6.2.2 To facilitate Final Payment to the Contractor, the Consultant shall collect the required affidavits and related documents and issue them to the City Representative.
3.6.2.3 Obtain the Final Payment approval from the City Representative.

3.6.3 **Equipment Verification.** The Consultant shall:
3.6.3.1 Upon completion of the Project, document that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Construction Contract requirements.
3.6.3.2 Observe and verify that all related equipment manuals are accounted for and delivered to the City Representative.
3.6.3.3 Verify that all spare parts and materials are provided and/or accounted for in accordance with the Construction Contract requirements.

3.6.4 **Final Report and Delivery of Project Documentation.** The Consultant shall:
3.6.4.1 Prepare a final Project report and forward to the City Representative.
3.6.4.2 Place and label Project files in containers and deliver to the City Representative.
3.6.4.3 Provide the City Representative with a complete and final as-built set of drawings.

3.7 ADDITIONAL SERVICES

3.7.1 Other engineering services as requested by the City. The following are examples of what could be included in Additional Services.
3.7.1.1 Attend and support additional meetings beyond those budgeted for in the scope.
3.7.1.2 Special inspections.
3.7.1.3 Additional geotechnical investigation beyond that identified in the basic scope of services.
3.7.1.4 Additional geotechnical testing services required to comply with CCDS off-site permits, to be performed by the geotechnical subconsultant.
3.7.1.5 Provision for permit acquisition and utility approval of plans/specifications if effort is more significant than those budgeted.
3.7.1.6 Operation and Maintenance Manual preparation.
3.7.1.7 Commissioning services.
3.7.1.8 Provision to attend off-site inspections and material testing.
3.7.1.9 Litigation support services.
3.7.1.10 Perform a value engineering review of the design documents and provide written comments and recommendations to the Contractor and City.
3.7.1.11 Organize and hold periodic "Partnering Meetings" with the City and Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Agreement and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

1.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

ARTICLE 2: CERTIFICATES OF INSURANCE

2.1 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.

2.2 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

2.3 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.

2.4 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.

ARTICLE 3: MONTHLY INVOICES

3.1 Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

3.1.1 A monthly progress and summary report.

3.1.2 The Consultant's Daily Reports, with original signature of the Consultant.

3.1.3 The Consultant's daily photographs labeled and dated.

3.1.4 Current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project electronic file format.

3.1.5 Electronic copy of the Contract Manager (Expedition) database containing all Project documents generated to date.

ARTICLE 4: CLOSE-OUT PHASE – FINAL PAYMENT

4.1 Together with the Consultant's invoice for final payment, or upon termination of this Agreement for any reason, provide:

4.1.1 A final Project summary report.

4.1.2 All original documents including photographs and negatives, or printed copies and electronic files if digital, relating to the Project produced during the term of this Agreement. Provide electronic files of all documents that are electronically produced or stored. Organize and label all documents in containers.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

1.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant's work begins with the date of this Agreement. The Consultant's site mobilization shall be performed upon notification by the City Representative. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Agreement.

1.2 The Scope of Service and compensation set forth in this Agreement are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 2: LATE AND EARLY COMPLETION

1.3 The Consultant's Total Fixed Fee for the services set forth in Exhibit "A" (Scope of Services) is based on a design tem of 182 calendar days and a construction term of 365 calendar days for the Contractor to achieve Substantial Completion of the Project.

1.4 If the construction schedule is reduced or exceeded, the Consultant's compensation shall be adjusted in accordance with Exhibit "E" (Additional Compensation) as an Additional Service, which shall be agreed to in writing prior to rendering the Additional Services.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: FEE

1.1 TOTAL COMPENSATION

The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $1,865,997.00. This amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

1.2 BASIC SERVICES PAYMENT BASED ON PERCENTAGE OF COMPLETION OF THE SERVICES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee set forth in this Exhibit "D" (Fee Breakdown) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement. **The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).**

SERVICE FOR THE MONTH OF:	FIXED FEE	REMARKS
August 2010	$38,000.00	
September 2010	$38,000.00	
October 2010	$47,000.00	
November 2010	$58,000.00	
December 2010	$68,000.00	
January 2011	$88,000.00	
February 2011	$100,000.00	
March 2011	$100,000.00	
April 2011	$120,000.00	
May 2011	$100,000.00	
June 2011	$100,000.00	
July 2011	$120,000.00	
August 2011	$100,000.00	
September 2011	$100,000.00	
October 2011	$120,000.00	
November 2011	$100,000.00	
December 2011	$100,000.00	
January 2011	$63,997.00	
TOTAL	**$1,560,997.00**	

1.3 ALLOWANCE FOR ADDITIONAL SERVICES

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

Additional Services are services that are not set forth in Exhibit "A" (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost has been expended.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$305,000.00	For Additional Services required by a construction schedule overrun and for project close-out activities not accounted for in the monthly fixed fee.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

1.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services, except that if added services are due to an extension of the construction schedule, the monthly rates shown in Additional Services shall be the rate basis rather than the hourly rates shown here. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Project Director	$268	Per Hour
Construction Manager	$213	Per Hour
Construction Coordinator	$155	Per Hour
Construction Engineer/Inspector	$144	Per Hour
Field Office Engineer/Document Control Coordinator	$133	Per Hour
Civil Engineer	$166	Per Hour
Electrical Engineer	$240	Per Hour
Administrative Assistant	$80	Per Hour

ARTICLE 2: ADDITIONAL SERVICES

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

ADDITIONAL SERVICE	FIXED FEE
Weekly Rate for the services set forth in Exhibit "A" (Scope of Services) to be used for calendar adjustments to the scheduled services	$26,000.00
	$0
	$0

2.2 Additions or reductions in services due to an extension or reduction of time to the construction schedule indicated in **Exhibit "C"** (Performance Schedule) shall be based on the pro-rata share of the Monthly Rate shown herein.

2.3 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE: John Bettencourt, P.E.

CONSULTANT'S PROJECT STAFF

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

CONSULTANT REPRESENTATIVE: Steven P. Henness, P.E.

OTHER PERSONNEL:

CONSTRUCTION COORDINATOR: Jim Robinson
CONSTRUCTION INSPECTOR: TBD
FIELD OFFICE ENGINEER/DOCUMENT CONTROL: Ganesh Kadam, P.E.
OTHER PERSONEL:

RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 CM as Agent)
Steven P. Henness, P.E.:

IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER (Mandatory under NRS 338 CM as Agent)
13892

CONSULTANT'S SUBCONSULTANTS

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

GEOTECHNICAL ENGINEER:
Terracon

END OF EXHIBIT "F"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name: Black & Veatch Corporation
Address: 4040 S. Eastern Avenue, # 330 Las Vegas, NV 89119
Telephone: 702/732-0448
EIN or DUNS 44-0605785

Block 2 **Description**
Construction Management – Water Pollution Control Facility Solar Photovoltaic Project
Contract No. 100261-LD

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached 5-page disclosure		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 5.

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

Dana U. R[illegible]
Name

6/28/10
Date

Subscribed and sworn to before me this 28 day of June, 2010

Gina Baez
Notary Public

GINA BAEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 12-01-2013
Certificate No: 10-1102-1

Black & Veatch Corporation

Name	Title	Work Address
Ainsworth, Bruce Allen	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Argo, David George	Senior Vice President	2850 Camelback Rd. Phoenix, AZ 85016 (602) 381-4400
Canney, Steven Doyle	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Cheong, Hoe Wai	Senior Vice President	15/F Capital Twr Beigin, No. 6 Jia, Beijing, P.R.C. 100022 86-10-5816-5888
Collins, Anthony Edwards	Senior Vice President	69 London Road Redhill, Surrey UK RH1 1LQ 913-458-2000
Eberts III, Ralph Thomas	Senior Vice President	800 Wilshire Blvd., Ste. 600 Los Angeles, CA 90017 (213) 312-3300
Edwards, Steven Lane	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Elzey, Michael Albert	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004 (770) 751-7517
Erington, Kerry Bryant	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Gaufin, Shirley	President & Chief Human Resources Officer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Gustke, John Michael	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Heenan, Richard Jack	Senior Vice President	1145 Sanctuary Parkway Alpharetta, GA 30004 (770) 751-7517

Name	Title	Work Address
Hill, Charles Glenn	Senior Vice President	1660 Highway 100 South, Suite 300 St. Louis Park, MN 55416 (952) 545-6695
Hunt, David Brian	Senior Vice President	101 N. Wacker Drive, Ste. 100 Chicago, IL 60606 (312) 346-3775
Johnson, Terry Lee	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Kerns, David Eugene	Executive Vice President & Treasurer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Kuchenrither, Richard Daniel	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Kupfer, Henry Lee	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Lampitt, David Andrew	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Lewis, James Risdon	Executive Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Loftspring, Peter David	Senior Vice President & Asst. Secretary	11401 Lamar Overland Park, KS 66211 (913) 458-2000
Lusby, James Raymond	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Mahaffay, David Raymond	Senior Vice President	2850 E. Camelback Rd., Ste. 200 Phoenix, AZ 85016 (602) 381-4400
Mastalio, Kim Ian	President-Strategic Sales & Mrktg	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
McCarthy, Daniel William	President & CEO - B&V Water	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000

Name	Title	Work Address
Mendelsohn, David Charles	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Morrow, Gary Donald	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Mundy, Donald Lee	Senior Vice President	6300 South Syracuse Way, Ste. Centennial, CO 80111 (303) 671-4200
Oskvig, Ordean Harlow	President & CEO - B&V Energy	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Ott, Ronald Joseph	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Perry, Michael Anderson	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Petkash, Andrew Victor	Senior Vice President	4890 W. Kennedy Blvd., Ste. 700 Tampa, FL 33609 (813) 281-0032
Plubell, Joseph Kevin	Senior Vice President	125 Water Street, Ste. 2 Naperville, IL 60540 (630) 579-1006
Pollins, Kent Dean	Senior Vice President	3550 Green Court Ann Arbor, MI 48105 (734) 665-1000
Pronske, Keith Paul	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Reorda, Thomas Peter	Senior Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000
Rodman, Leonard Charles	President & CEO	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Rus, Steven Edward	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000

Name	Title	Work Address
Seibolt, Lawrence Joseph	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Seymour, Alfred Barry	Senior Vice President	Suite 500 W. 601 Walnut Street Philadelphia, PA 19106 (215) 928-0700
Smith, Haldon Edward	President - Construction & Procurement	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Smith, Rodger Eugene	President - Enterprise Management Solutions	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Stevens, Donald Richard	Senior Vice President	8400 Ward Parkway Kansas City, MO 64114 (913) 458-2000
Still, David Russell	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Travers, Martin Gerald	President - Telecommunications	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Triplett, Timothy Wayne	Director, Executive Vice President & Secretary	11401 Lamar Overland Park, KS 66211 913-458-2000
Van Dyke, William Russell	President - Federal Services	1300 N. 17th St. Arlington, VA 22209 703-243-0938
Vaughan, Philip Brad	Senior Vice President & Chief Information Officer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Voeller III, John George	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Walsh, Edward John	Executive Vice President	11000 Regency Pkwy. Cary, NC 27511 (919) 462-7350
Wilson, James Alan	Executive Vice President	8400 Ward Pkwy Kansas City, MO 64114 (913) 458-2000

Name	Title	Work Address
Withey, Howard Greene	President & Chief Administrative Officer	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Wood, Sheldon Ewell	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000
Woodward, Kirk Patrick	Senior Vice President	11401 Lamar Ave. Overland Park, KS 66211 (913) 458-2000

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of award of Modification No. 3 to Contract No. 050561-CW, Insurance Broker and Consulting Services - Department of Human Resources - Award recommended to: AON RISK SERVICES WEST, INC. ($100,000 - Employee Benefit Internal Service Fund and Liability Insurance and Property Damage Internal Service Fund)

Fiscal Impact

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

Amount: $100,000
Funding Source: Employee Benefit ISF and Liability Insurance and Property Damage ISF
Dept./Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
On May 18, 2005 Council approved award of Contract No. 050561-CW for insurance broker and consulting services. This modification will provide for the extension of this contract through June 30, 2012 and allow for two two-year renewal options. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: William Deeb - (213) 630-3210

RECOMMENDATION:
That City Council approve Modification No. 3 to Contract No. 050561-CW, Insurance Broker and Consulting Services to Aon Risk Services West, Inc. in the estimated annual amount of $100,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Modification No. 3 to Contract No. 050561-CW

ATTACHMENT 1

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
Aon Risk Insurance Services West, Inc.
Name 707 Wilshire Blvd., Suite 2500
Address Los Angeles, CA 900017
Telephone **213-630-3210**
EIN or DUNS 953252415

Block 2 Description
Subject Matter of Contract/Agreement Insurance Brokerage Services **Contract No.** 050561

ATTACHMENT 1

Block 3 **Type of Business**

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

ATTACHMENT 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

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

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2 .

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

William S Ark
Name

June 9, 2010
Date

Subscribed and sworn to before me this 9th day of June, 2010

Danubia Dalaises
Notary Public

DANUBIA SALAISES
Commission # 1831740
Notary Public - California
Los Angeles County
My Comm. Expires Jan 16, 2013

[CAO – September 2001]

CONTRACT MODIFICATION NO. 3

Insurance Broker and Consulting Services

THIS CONTRACT MODIFICATION No. 3 is being entered into this _____ day of _____, 2010 by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and AON RISK INSURANCE SERVICES WEST, INC. (hereinafter, "Company"), having its principal office at 707 Wilshire Blvd., Suite 5500, Los Angeles, California 90017.

Contract No. 050561 between the City and the Company, dated May 18, 2005, modified on August 16, 2007 and on July 17, 2009, for Insurance Broker and Consulting Services, is hereby modified to extend the Performance Period and update Insurance Requirements.

1. B-4 Performance Period. Revise the performance period.

DELELTE B-4 in its entirety.

REPLACE WITH:

B-4 Performance Period

(a) The initial term of the Contract shall be for a period of three (3) years from the Award Date through June 30, 2008. The City may, at its sole option, extend the period of performance for up to four (4), two-year periods beyond the June 30, 2008 expiration date.

(b) The City will provide written notice to the Company when an option is exercised. Exercise of an option period does not imply that further option periods will be exercised. All terms and conditions of the Contract shall remain in effect as written, during the options period(s).

2. E-5 Insurance and Bonds. Update insurance requirements.

DELETE E-5 in its entirety.

REPLACE WITH:

E-5 Insurance and Bonds [CAO-1/12/09] R

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

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

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages.

Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

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

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

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

Submit certificates of insurance to:

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

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

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

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The

City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

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

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

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

(j) Employee Dishonesty Bond in the amount of $1,000,000.00 with the City as additional insured. This bond shall cover any loss of the City's funds through the acts, errors and omissions of the Company's employees in their fiduciary responsibilities with respect to the handling of the City's funds.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY IS LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert D. Sylvain 6-10-10
Deputy City Attorney Date

AON RISK SERVICES WEST, INC.

William S Deeb

WILLIAM S. DEEB, Director of Public Entities

"Company"

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of award of Modification No. 5 to Contract No. 040228-DK, Third Party Collection Agency Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not-to-Exceed $125,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $125,000
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
On May 19, 2004 Council approved Contract No. 040228-DK, for collection services in the amount of $250,000 for the period of July 1, 2004 through June 30, 2005 with three one-year options to renew. Subsequent modifications have been awarded by City Council from August 26, 2008 through June 30, 2010 for decreased collection contingency rates and extensions of the performance periods. Modification No. 5 will extend the term of the contract through December 31, 2010 and adds $125,000. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1 (b), Professional Services.

PCC: C. White
POC: Jeff Smith - (916) 636-2686

RECOMMENDATION:
That City Council approve Modification No. 5 to Contract No. 040228-DK, Third Party Collection Agency Services to NCO Financial Systems, Inc. in the not-to-exceed amount of $125,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 5 to Contract No. 040228-DK

CONTRACT MODIFICATION No. 5

THIRD PARTY COLLECTION AGENCY SERVICES

THIS MODIFICATION No. 5 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 NCO FINANCIAL SYSTEMS, INC. (hereinafter the "Company"), having its principal office at 507 Prudential Road, Horsham, PA 19044.

The Contract between the City and the Company dated May 19, 2004, modified on August 26, 2008, December 16, 2008, April 15, 2009 and December 16, 2009, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs.** To revise contingency rate for Primary to **14.25%** for the duration of the Contract, July 1, 2010 through December 31, 2010.

DELETE: Paragraph B-3 in its entirely.

REPLACE WITH:

(a) The not-to-exceed contract amount is $987,000. The Agency shall provide the collection services set forth in this Contract at the contingency rate of 14.25% for Primary, 25% for Secondary collections, and 18% for Miscellaneous Fees Services. These contingency rates are applied to actual monies recovered on behalf of the City. All costs incurred as a result of collecting accounts for the City are the sole responsibility of the Agency.

(b) The above rate schedule shall not exceed maximum allowed under Nevada Revised Statutes (NRS) 176.064. NRS 176 allows for a collection agency to be paid a fee on each account assigned with no regard to the actual money collected. Any collection fees levied for late payments shall not exceed $100.00 for cases less than $2,000.00 and $500.00 for cases from $2,000.00 to $5,000.00.

2. **Paragraph B-4 Performance Period.** To extend the performance period through December 31, 2010.

DELETE: Paragraph B-4 in its entirety.

REPLACE WITH:

The performance period of this Contract commences on July 1, 2004 and continues through December 31, 2010. The City reserves the right to exercise an option to temporarily extend this Contract up to ninety (90) calendar days from the expiration date, for any reason. Any option to temporarily extend this Contract will be made in writing.

3. **General.** In the event of any conflict between the Contract, as modified and this modification, the provisions of Modification No. 5 take precedence. All other contract terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have caused this Modification No.5 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. Sylvia 7-2-10
Deputy City Attorney Date

NCO FINANCIAL SYSTEMS, INC.

ALBERT ZEZULINSKI, Executive Vice President

"Company"

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of award of Modification No. 5 to Contract No. 040229-DK, First Party Debt Receivables Management Services - Department of Municipal Court - Award recommended to: NCO FINANCIAL SYSTEMS, INC. (Not-to-Exceed $150,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
On May 19, 2004 City Council approved Contract No. 040229-DK for collection services in the amount of $150,000 for the period of July 1, 2004 through June 30, 2005 with three one-year options to renew. Subsequent modifications have been awarded by City Council from August 26, 2008 through June 30, 2010 for decreased collection contingency rates and extensions of the performance periods. Modification No. 5 will extend the term of the contract through December 31, 2010 and adds $150,000. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1 (b), Professional Services.

PCC: C. White
POC: Jeff Smith (916) 636-2686

RECOMMENDATION:
That City Council approve Modification No. 5 to Contract No. 040229-DK, First Party Debt Receivables Management Services to NCO Financial Systems, Inc. in the not-to-exceed amount of $150,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 5 to Contract No. 040229-DK

CONTRACT MODIFICATION No. 5

FIRST PARTY DEBT RECEIVABLES MANAGEMENT SERVICES

THIS MODIFICATION No. 5 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 NCO FINANCIAL SYSTEMS, INC. (hereinafter the "Company"), having its principal office at 507 Prudential Road, Horsham, PA 19044.

The Contract between the City and the Company dated May 19, 2004, and modified on August 26, 2008, December 16, 2008, April 15, 2009 and December 16, 2009, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs.** To revise contingency rate for Primary to **14.25%** for the duration of the Contract, July 1, 2010 through December 31, 2010.

DELETE: Paragraph B-3 in its entirety.

REPLACE WITH:

The not-to-exceed contract amount is $790,000. The Agency shall provide the services set forth in this Contract at the contingency rate of **14.25%** on all monies paid to the Court on cases assigned to the Agency for the first party receivable management work per Section C "Scope of Work". All receivable management costs incurred as a result of managing cases assigned for the City are the sole responsibility of the Agency.

2. **Paragraph B-4 Performance Period.** To extend the performance period through December 31, 2010.

DELETE: Paragraph B-4 in its entirety.

REPLACE WITH:

The performance period of this Contract commences on July 1, 2004 and continues through December 31, 2010. The City reserves the right to exercise an option to temporarily extend this Contract up to ninety (90) calendar days from the expiration date, for any reason. Any option to temporarily extend this Contract will be made in writing.

3. **General.** In the event of any conflict between the Contract, as modified and this modification, the provisions of Modification No. 5 take precedence. All other contract terms and conditions remain unchanged.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.5 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 D. Sylvain 7-2-10
Deputy City Attorney Date

NCO FINANCIAL SYSTEMS, INC.

ALBERT ZEZULINSKI, Executive Vice President

"Company"

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Approval of Purchase Order No. 282234, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: THATCHER COMPANY OF NEVADA ($2,000,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,000,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This requirement allows the City to purchase Sodium Hypochlorite and Sodium Hydroxide for use at the Water Pollution Control Facility. The City of Las Vegas was the principal procurement agency for the National Intergovernmental Purchasing Alliance (NIPA) for a competitive bid which resulted in an award for Sodium Hypochlorite & Sodium Hydroxide. The City will receive an annual rebate payment from NIPA attributable to the marketing of the Water Treatment Chemicals National Agreement.

PCC: T. Maino
POC: Craig Thatcher - (801) 972-4587

RECOMMENDATION:
That City Council approve the award of Purchase Order No. 282234, Annual Requirements Contract for Water Treatment Chemicals to Thatcher Company of Nevada in the estimated annual amount of $2,000,000 from July 1, 2010 through June 30, 2011 with four one-year options to renew.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 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.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the City of Las Vegas property damage fire insurance policy on buildings, contents, outside equipment, boiler and machinery for FY 2011 with AON Risk Services, Inc. ($255,000 - Self Insurance Liability Trust Fund)

Fiscal Impact

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

Amount: $255,000
Funding Source: Self-Insurance Liability Trust Fund
Dept./Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
To provide coverage to the City of Las Vegas for fire and other perils for buildings, contents, leased property, outside equipment, boiler/machinery, projects under construction, domestic and foreign terrorism acts for FY 2011.

RECOMMENDATION:
Approval to renew the Fire Insurance Policy for FY 2011

BACKUP DOCUMENTATION:
1. AON Risk Services Invoice – Renewal Commercial Property Coverage FY 2011
2. Affiliated FM – Property Insurance Binder FY 2011

Risk Services | AON

City of Las Vegas

Invoice No. 8200000124624

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Aon Risk Insurance Services West, Inc.
San Francisco CA Office
199 Fremont Street
Suite 1500
San Francisco CA 94105
(415) 486-7000 FAX (415) 486-7029

Client Account No.	Invoice Date	Currency	Account Executive
570000025190	Jul-06-2010	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
Affiliated FM Insurance Co.	TN615 City of Las Vegas	Jul-01-2010 - Jul-01-2011	Jul-01-2010	Renewal - Commercial Property Coverage	
				Premium	252,000.00
				Engineering Fee	3,000.00
Agent/Broker: Aon Risk Insurance Services West, Inc. 37,800 Commission					
				TOTAL INVOICE AMOUNT DUE	**255,000.00**

TO AVOID POTENTIAL DISRUPTION IN COVERAGE, PLEASE PAY IMMEDIATELY.
For Wire instructions, contact your Account Executive.

Please see last page for statement regarding Aon compensation.

Please detach here. Top portion is for your records, bottom portion to be returned with your payment.

Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000025190	8200000124624	Jul-06-2010	US DOLLAR	255,000.00

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Send remittance to:

Aon Risk Insurance Services West, Inc.
Aon Risk Services Inc.
Department 9832
Los Angeles CA 90084-9832

Affiliated FM

INSURANCE PROPOSAL for City of Las Vegas

To: Dr. William Deeb | At: Aon Risk Insurance Services West, Inc.

From: Steven T. Ho | Date: 07 Jun 2010 | Pages: 6

A. POLICY TERM:

01-July-2010 to 01-July-2011

B. NAMED INSURED:

City of Las Vegas, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This company's liability will not exceed the respective Sub-Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total Limit of Liability exceed **$500,000,000** as a result of any one occurrence, regardless of the number of perils, coverages or locations involved.

D. INSURANCE PROVIDED:

All risks of direct physical loss or damage, as defined and limited herein, on Real Property, Personal Property, Extra Expense, including the Extensions of Coverage applying at the following described locations:

As per schedule on file dated 24-May-2010.

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1.	Not Covered	Earth Movement (Annual Aggregate, for all coverages provided)
2.	Not Covered	Flood (Annual Aggregate, for all coverages provided)
3.	$10,000,000	Extra Expense
4.	$1,000,000	Leasehold Interest

F. EXTENSIONS OF COVERAGE (EOC) SUB-LIMITS:

The following sub-limits of liability will apply on a per occurrence basis for all coverages provided, unless otherwise stated below, and are part of, not in addition to the above limit(s) of liability.

For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

All Risk - Extensions of Coverage Sub-Limits:

1.	$100,000	Fire Fighting Materials and Expenses
2.	$100,000	Professional Fees
3.	$250,000	Expediting Expenses

4.	$100,000	Trees, Shrubs, Plants and Lawns not to exceed a limit of $1,000 per item
5.	$250,000	Pavements and Roadways
6.	$50,000	Land and Water Clean Up Expense (Annual Aggregate, for all coverages provided)
7.	$250,000	Installation Floater
8.	$5,000,000	Newly Acquired Property
9.	$5,000,000	Unnamed Locations Coverage
10.	$2,500,000	Fine Arts
11.	$500,000	Accounts Receivable
12.	$500,000	Valuable Papers and Records
13.	$500,000	Electronic Data Processing, Data and Media
14. Demolition and Increased Cost of Construction		
	Policy Limit	Item A: Undamaged Portion
	$1,000,000	Item B: Demolition
	$1,000,000	Item C: Compliance with the Law
	$1,000,000	Item D: Business Interruption
15.	$5,000,000	Errors and Omissions
16.	$500,000	Transit
17. Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement		
	$500,000,000	A. United States Certified Act of Terrorism coverage
	$100,000	B. Terrorism Coverage for Locations Outside of the United States (Annual Aggregate, for all coverages provided)
18.	$1,000,000	Fungus, Mold or Mildew
19.	$100,000	Deferred Payment
20.	$250,000	Off-Premises Service Interruption - Property Damage
21.	$100,000	Arson or Theft Reward
22.	$100,000	Money and Securities
23.	$100,000	Locks and Keys
24.	$100,000	Tenants Legal Liability and Expense
25.	$100,000	Soft Costs

The above Extensions of Coverage sub-limits of liability will be the maximum payable for property damage and business interruption (if applicable) resulting from such property damage, or any combination thereof.

As respects the United States of America, its territories and possessions, the District of Columbia, the Commonwealth of Puerto Rico, the U. S. Virgin Islands; and Canada, Section D. Extensions of Coverage Item 9. Unnamed Locations and Section C. Additional Coverage Item 4. Property Removed from Described Locations are extended to Section D. Extension of Coverage Item 17. Terrorism with a sub-limit of liability of $100,000 (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined. Also a $100,000 Flood sub-limit of liability (if provided) (Annual Aggregate for all coverages provided) for Property Damage and Business Interruption (if provided) combined applies to Section D. Extension of Coverage Item 17. Terrorism.

Both of these sub-limits of liability applying to the Extension of Coverage Item 17. Terrorism do not apply to the Supplemental United States Certified Acts of Terrorism Endorsement.

These limits shall not include the Actual Cash Value portion of fire damage caused by Terrorism.

G. DEDUCTIBLE AMOUNT:

The following deductible amounts shall apply per occurrence for loss or damage under this policy in the respective loss categories indicated:

1. Boiler and Machinery:

   A.Property Damage: $10,000

   B.Business Interruption Waiting Period:

In the event of loss or damage insured by this policy, no coverage is provided for business interruption unless and until the period of interruption exceeds 24 hours beginning from the time of loss. The company's liability commences only after, and does not include, the waiting period.

2. Off Premises Service Interruption Qualifying Period:

   In the event of loss or damage covered by this policy, no coverage is provided unless the service interruption exceeds 24 hours beginning from the time of loss or damage covered by this policy. If the service interruption exceeds 24 hours, the loss will be calculated from the time of loss or damage covered by this policy, subject to the policy deductible.

3. Electronic Data Processing Equipment, Data and Media Deductible:

   In the event of loss or damage to Electronic Data Processing (EDP) Equipment, Data and Media insured by this policy caused by the malicious introduction of a machine code or instruction, no coverage is provided unless the period of interruption exceeds 48 hours beginning from the time of insured loss. The company's liability commences only after, and does not include, the Waiting Period specified.

   If the period of interruption exceeds 48 hours, the insured loss will be calculated based upon the amount of insured loss in excess of the Waiting Period and subject to a combined deductible for all coverages of $10,000 per location.

   Any period in which business operations or services would have not been maintained, or any period in which goods would have not been produced will not be included as part of or serve to reduce the effect of any Waiting Period.

4. $10,000 All Other Losses.

H. SPECIAL TERMS AND CONDITIONS:

1. **Extended Terrorism Coverage Endorsement**

   Section F. Perils Excluded, Group I. Item 2. f. is amended to:

   f. Terrorism, including action taken to prevent, defend against, respond to or retaliate against Terrorism or suspected Terrorism, except to the extent provided in Section D, Extensions of Coverage, 17. Terrorism. However, if direct loss or damage by fire results from any of these acts (unless committed by or on behalf of the insured), then this Policy covers only to the extent the Actual Cash Value of the resulting direct loss or damage by fire to property insured. This coverage exception for such resulting fire loss or damage does not apply to any coverage provided in any Business Interruption Endorsement, if any, which may be a part of this Policy, or any extension of such coverage, or to any other coverages provided by this Policy.

      Any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, shall not be considered to be vandalism, malicious mischief, riot, civil commotion, or any other risk of physical loss or damage which may be covered elsewhere in this Policy.

      If any act which satisfies the definition of Terrorism provided in Section H, Definitions, or in any Terrorism Endorsement to this policy, also comes within the terms of the hostile or warlike action exclusion of this Policy in Section F, Group I, 2.a., the hostile or warlike action exclusion applies in place of this exclusion.

      If any act excluded herein involves nuclear reaction, nuclear radiation or radioactive contamination, this exclusion applies in place of the nuclear hazard exclusion of this Policy, Section F, Group I, 1.

2. **Notice of Cancellation**

The time required by the Company for mailing or delivering notice of cancellation of this policy to the First Named Insured as shown in Item 17., Cancellation, shown in Section G., General Conditions, is extended from 60 days to 90, except the notice for non-payment of premium remains at ten (10) days.

3. **Greens and Fairways Coverage**

This policy is extended to cover golf greens situated on the Insured's premises for an amount not to exceed $1,000,000 per occurrence, with a maximum of $50,000 per green and/or fairway when direct physical loss or damage results from a named peril by this Policy.

A golf green is defined as an area of short grass and amending soil which is a functional part of a golf course used as a putting surface. A fairway is defined as an area of short grass and amending soil which is a functional part of a golf course located between the tee box and golf green. For purposes of this coverage, fill material and subsoil shall not be considered as an insurable part of the golf green or fairway.

Golf Greens Exclusion: The coverage with respect to Golf Greens does not cover loss or damage to greens caused by vehicles owned and / or operated by the employees of the Insured or by any tenant of the Insured's premises.

4. **United States Certified Act of Terrorism 2008**

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of **Terrorism** contained in Section H. DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy shall be considered **Terrorism** within the terms of this policy. Notwithstanding anything contained in this policy to the contrary, this policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this policy is not recoverable under this policy.

5. **Fine Arts**

The following limits apply to each article in the schedule of Fine Arts listed below. In no event will the Fine Arts limit of liability shown in the Extensions of Coverage Sub-limit section apply in addition to those limits shown below and will now apply to each unscheduled article of Fine Arts.

Article	Description	Limit(s) of Liability
As Per Schedule Received 3/26/2009		

Affiliated FM

I. INDEX OF FORMS:

The following forms are made part of this policy:

Title	Form No.	Edition
Standard Fire Insurance Policy	1677-A	(1/00)
Declarations	S-1 PRO 3100	(1/08)
All Risk Property Coverage	PRO AR 3100	(10/09)
Business Interruption Endorsement Extra Expense	PRO EE 2260	(1/03)
Nevada Amendatory Endorsement	6513	(7/02)
Supplemental United States Certified Acts of Terrorism Endorsement	7312	(1/08)
Application of Policy to Date and Time Recognition	PRO DTR 2400	(11/00)

Forms, worksheets and other material are available at: www.affiliatedfm.com

PREMIUM:

Total Premium **including** the United States Certified Act of Terrorism coverage: **$252,000** at 15.00% commission

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Extension of Coverage Sub-Limit 17.A. will be amended to 17.A. $500,000,000

Total Premium **excluding** the United States Certified Act of Terrorism coverage: **$235,000** at 15.00% commission

Total Premium for the United States Certified Act of Terrorism: $17,000 at 15.00% commission

Engineering Fees: **$3,000** at no commission.

Risk Improvement Endorsement and Green Endorsement Options:

To add our **Risk Improvement Endorsement** with a per occurrence limit of liability of the lesser of **$250,000** or 10% of the gross Property Damage loss, please add **$7,600** to the quoted annual premium.

To add our **Green Coverage Endorsement** with a per occurrence limit of liability of the lesser of **$250,000** or 10% of the gross Property Damage loss, please add **$8,200** to the quoted annual premium.

Residential Properties Option:

To exclude the Single Family Residences from the policy, please subtract **$28,116** from the quoted annual premium.

Please note that EQSL is included to the Policy Limit

Applicable state taxes, surcharges and fees are not included in this quotation. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this quote letter and Affiliated FM forms versus your application are not provided.

This quote expires July 1, 2010.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: **City of Las Vegas** **Date: 6/7/2010**

Account Number: 1-15163

Insurer Name: **Affiliated FM Insurance Company**

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005 and again in 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A $100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED $100,000,000,000 DURING ANY PROGRAM YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED $100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF JULY 1, 2010, THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for an annual premium of $17,000. This premium does not include applicable taxes or surcharges.

_____ I hereby decline this offer of coverage for terrorist acts covered by the act.

_____ _____

Policyholder/Applicant Signature Date

_____

Print Name

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the City of Las Vegas Excess Workers' Compensation Insurance coverage for FY 2011 with AON Risk Services, Inc. ($440,813 – Workers' Compensation Self Insurance Trust Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $440,813
Funding Source: Workers' Compensation Self-Insurance Trust Fund
Dept./Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
Chapter 616 of the Nevada Revised Statutes (NRS) requires that all self-insured employers maintain excess workers' compensation insurance coverage. The premium for this coverage is based on a self-insured retention limit of $1,000,000 per claim for non-public safety personnel and $4,000,000 for public safety personnel. It is priced using the city's estimated payroll of $231,123,530, at an annual rate per $100 in payroll of $0.1799, plus a $25,000 service fee. The total cost of this coverage represents a savings of $90,175 over FY 2010.

RECOMMENDATION:
Approval to renew the Excess Workers' Compensation Insurance Policy for FY 2011

BACKUP DOCUMENTATION:
1. 1. AON Risk Services Invoices – Renewal Excess Workers' Compensation Coverage FY 2011
2. 2. ACE USA Excess Workers' Compensation Insurance Binder FY 2011
3.

Risk Services | AON

City of Las Vegas

Invoice No. 8200000124565

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Aon Risk Insurance Services West, Inc.
San Francisco CA Office
199 Fremont Street
Suite 1500
San Francisco CA 94105
(415) 486-7000 FAX (415) 486-7029

Client Account No.	Invoice Date	Currency	Account Executive
570000025190	Jul-02-2010	US DOLLAR	William Deeb

Insurance Co.	Policy No. / Named Insured	Policy Term	Trans. Eff. Date	Description	Amount
ACE American Insurance Company	WCUC45713623 City of Las Vegas	Jul-01-2010 - Jul-01-2011	Jul-01-2010	New - Excess Worker's Compensation Premium	415,813.00
Agent/Broker: Aon Risk Insurance Services West, Inc. 0 Commission					
				TOTAL INVOICE AMOUNT DUE	415,813.00

TO AVOID POTENTIAL DISRUPTION IN COVERAGE, PLEASE PAY IMMEDIATELY.
For Wire instructions, contact your Account Executive.

Please see last page for statement regarding Aon compensation.

Please detach here. Top portion is for your records, bottom portion to be returned with your payment.

Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000025190	8200000124565	Jul-02-2010	US DOLLAR	415,813.00

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Send remittance to:
Aon Risk Insurance Services West, Inc.
Aon Risk Services Inc.
Department 9832
Los Angeles CA 90084-9832

Risk Services | AON

City of Las Vegas

Invoice No. 8200000124625

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Aon Risk Insurance Services West, Inc.
San Francisco CA Office
199 Fremont Street
Suite 1500
San Francisco CA 94105
(415) 486-7000 FAX (415) 486-7029

Client Account No.	Invoice Date	Currency	Account Executive
570000025190	Jul-06-2010	US DOLLAR	William Deeb

Named Insured	Service Term	Trans. Eff. Date	Description	Amount
City of Las Vegas	Jul-01-2010 - Jul-01-2011	Jul-01-2010	New Service - Service Fee Service Fee	25,000.00
Comments Service Fee added for Xs WC because quote has 0% commission.				
			TOTAL INVOICE AMOUNT DUE	25,000.00

TO AVOID POTENTIAL DISRUPTION IN COVERAGE, PLEASE PAY IMMEDIATELY.
For Wire instructions, contact your Account Executive.

Please see last page for statement regarding Aon compensation.

Please detach here. Top portion is for your records, bottom portion to be returned with your payment.

Client Account No.	Invoice No.	Invoice Date	Currency	Amount Due
570000025190	8200000124625	Jul-06-2010	US DOLLAR	25,000.00

City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101-2927 USA

Send remittance to:
Aon Risk Insurance Services West, Inc.
Aon Risk Services Inc.
Department 9832
Los Angeles CA 90084-9832

ACE USA
ARM Excess WC
Routing WA04P
436 Walnut Street
Philadelphia, PA 19106-3703

(215) 640-5552 *fax*
www.ace-ina.com

ace usa

Excess Workers Compensation Revision 2 Quote/Notice of Election

Date:	June 22, 2010
Producer Contact:	Billy Deeb
Brokerage:	AON
City, State:	Los Angeles, CA
Prepared For:	**City of Las Vegas**
Policy Period:	7/1/10 - 7/1/11
State(s):	NV
Company:	ACE American Insurance Company (A. M. Best Rating: A+)

LIMITS / RETENTION

Workers Compensation Limit:	Statutory	
Communicable Disease Limit:	Statutory	
Employers Liability Limits:	$1,000,000	Each Accident
	$1,000,000	Each Employee for Disease
	N/A	Annual Aggregate
SIR for WC and EL Combined:	$4,000,000	Each Accident / Each Employee for Disease-**Police, Fire and Safety Personnel Only**
	$1,000,000	Each Accident / Each Employee for Disease-**All Other Employees**

EXPOSURE BASIS / PREMIUM / COMMISSION

Estimated Payroll:	$231,123,530
Rate per $100 of Payroll:	0.1799
Deposit Premium:	$415,813
Minimum Premium:	$395,022
Commission:	NET

The premium quote set out herein may include commission payable by the insurer to the broker. Should any additional commission payable by the insurer to the broker be added at a later time to the amount of premium quoted herein, the broker agrees to disclose to the insured (1) the original amount of the quote, before the addition of such additional commission (including original quotes that were net of commission); and (2) the total amount of commission payable by the insurer to the broker.

POLICY FORM AND ENDORSEMENTS

Title	Form Number	Edition
ACE Specific Excess Workers' Compensation and Employers' Liability Policy	CKE-1167k	10/06
Loss and Expense Adjustment Endorsement – ALAE Included	CK-12887b	04/08
Notification of Premium Adjustment	WC 99 04 44	08/06
Voluntary Compensation Schedule	CKE-18768a	01/07
Communicable Disease Coverage Endorsement	WC 99 03 48	04/08
Cap on Losses from Certified Acts of Terrorism	WC 99 04 59a	01/08
Your Retention Endorsement	CKE-15415	04/04
Applicable state amendatory endorsements		

DISCLOSURES AND NOTICES

Title	Form Number	Edition
ACE Producer Compensation Practices & Policies	WC 99 03 42	10/06
Disclosure Notice of Terrorism Insurance Coverage	TRIA 11b	01/08
Trade and Economic Sanctions Endorsement	WC 99 07 73	11/06
US Treasury Department (OFAC) Notice	ILP 001 01 04	
Attachment: TRIA Disclosure	TR 19606c	

CONDITIONS

Payment Plan: The estimated premium is due in full at inception

Quote Expiration: This quote expires June 30, 2010

Audit: The estimated premium is 95% minimum to deposit at audit

Aircraft: The insured must notify ACE of any new, additional or replacement aircraft (owned or leased) within 30 days of acquisition.

CLAIMS ADMINISTRATION

TPA: Self-Administered

As a condition of binding coverage ACE will require agreement with the following stipulations:

ACE USA Claims or, at our discretion, a designated vendor of ACE, will audit the claims handling process within 60 days after binding coverage. ACE is not obligated to share the results of our claims audit as part of a condition for binding coverage

ACE USA will not be required to supply system generated loss information under our program.

The insured must supply loss data in a form that meets the ACE Excess WC submission requirements as documented under our program

The insured must adhere to the notification requirements as documented under our program.

Thank you for the opportunity to provide this quote. Please let us know if you have any questions or would like to see additional options.

Quote offered by:

Eric E. Dean
Vice President-Underwriting Manager
National Excess Workers Unit
ACE Risk Management

P: 215-640-2151
F: 215-640-5552
E: eric.dean@acegroup.com

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an agreement that transfers ownership to Golden Rainbow for the maintenance and operations of a single family townhome purchased with Housing Opportunities for Persons with AIDS (HOPWA) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The city of Las Vegas holds a deed of trust on this HOPWA funded unit, having acquired it through foreclosure. The city, which has rehabilitated the unit and completed a competitive Request for Proposal process, desires to transfer ownership to the successful respondent Golden Rainbow. The HOPWA deed of trust will remain on the property for the full affordability period of ten years per federal requirements.

RECOMMENDATION:
Staff recommends approval of the transfer and authorization of the Mayor to execute the property transfer agreement which has been approved by the City Attorney.

BACKUP DOCUMENTATION:
1. Agreement for Transfer of Property to Golden Rainbow for a HOPWA Affordable Housing Project
2. Disclosure of Principals

AGREEMENT FOR TRANSFER OF PROPERTY TO
GOLDEN RAINBOW FOR A HOPWA AFFORDABLE HOUSING PROJECT

THIS AGREEMENT is made and entered into this 21st day of July, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101-2986 (the "City"), and Golden Rainbow, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 801 S. Rancho Suite B-1B Las Vegas, NV 89106 (the "Project Sponsor"). The City and Project Sponsor are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the CITY has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD") for participation in the Housing Opportunities for Persons with AIDS Program (the "HOPWA" Program") under 24 CFR Part 574. For reference the Catalog of Federal Domestic Assistance number for HUD-HOPWA grant programs is 14.241; and

WHEREAS, the HOPWA Program is designed to provide states and local governmental entities with resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter "HIV/AIDS") and their families; and

WHEREAS, the HOPWA Program authorizes the entitlement and competitively awarded grants for housing assistance and support services for programs and projects that advance the goals and objectives of the HOPWA Program and qualify for HOPWA funding thereunder; and

WHEREAS, the City, as the Entitlement Grantee who is responsible for planning, administering, implementing and evaluating the HOPWA Program, desires to utilize the funds made available through the HOPWA Program to assist low-income individuals with HIV/AIDS and their families residing in Clark County, Nevada; and

WHEREAS, the City has acquired and rehabilitated certain real property and improvements thereon more fully described below (the "Property") through the use of the HOPWA Funds; and

WHEREAS, Project Sponsor has requested that the City convey ownership of the Property subject to the obligation and condition that the Property be used as permanent rental housing for low income individuals and families eligible for such housing under the HOPWA Program; and

WHEREAS, the City desires to convey the Property to Project Sponsor subject to the terms, conditions and requirements set forth below.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements that are hereinafter contained, the Parties do hereby agree as follows:

I. City Obligations

A. The City agrees to convey the Property located at the following address, to wit: [redacted] Las Vegas, Clark County, Nevada, and legally described in Exhibit "A" attached hereto and incorporated herein, to Project Sponsor subject to the condition and requirement that the Property will be used for the Period of Affordability (defined in Section IV below) as permanent affordable rental housing by lower income individuals or families who qualify as

tenants for such housing under the HOPWA Program (the "Project"). For purposes of this Agreement, "permanent affordable rental housing" means housing that does not have a time limit as described in the City of Las Vegas Neighborhood Services Project Sponsor Program Manual.

Project Sponsor acknowledges that the Property was originally purchased for $117,750, and subsequently rehabilitated for $30,987, using federal funds provided under the HOPWA Program. The total amount of HOPWA funds invested in the Property is $148,737 (the "HOPWA Funds"). The Property will be conveyed to Project Sponsor free of the obligation to pay any purchase price therefor, but subject to the obligation to provide affordable housing pursuant to the requirements of this Agreement, the HOPWA Program and applicable federal rules and regulations.

B. The City agrees to open an escrow with a company acceptable to both parties for the purpose of conveying the Property to Project Sponsor. The Property will be conveyed pursuant to Project Sponsor pursuant to a Quit Claim Deed as to its interest in the Property, and without any implied or expressed warranties as to title of the Property. Project Sponsor agrees to accept the Property is an "as is" condition. The transfer of the Property shall include the issuance of a CLTA policy of title insurance, which will insure the Property in a minimum amount of the HOPWA Funds invested in the Property, the cost of which title insurance will be paid by the Project Sponsor.

C. Project Sponsor agrees to be responsible for all other Project costs and expenses, unless and until otherwise agreed in writing by the Director of the Department of Neighborhood Services of the City.

D. Any change in Project Sponsor's Project as outlined in this Agreement must be in accordance with the rules and regulations of the HOPWA Program, made by written amendment to this Agreement and approved by both Parties. Any proposed change must not jeopardize funding of the City under the HOPWA Program.

II. Project Sponsor Obligations

A. As consideration for the transfer of ownership of the Property from the City, Project Sponsor agrees for the Period of Affordability to provide permanent affordable rental housing for lower-income individuals and their families who are eligible for such housing under the HOPWA Program. The City shall have no relationship whatsoever with the services provided, except to receive the monthly reports as indicated under Section III-F. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Project Sponsor shall be an independent contractor only.

B. Project Sponsor agrees to maintain the Property for the duration of this Agreement in compliance with Housing Quality Standards established by HUD for the Section 8 Housing Program and, if applicable, the cost effective energy conservation and effectiveness standards set forth in 24 CFR Part 39, and all applicable local housing code requirements. Project Sponsor further agrees to have the Property inspected annually by a qualified housing inspector to ensure compliance with this provision with a copy of such inspection to be provided to the City.

C. If the tenant(s) of the Property is displaced as a result of any rehabilitation of the Property in performing its obligation hereunder, Project Sponsor agrees to assume sole financial responsibility for the displacement and/or relocation costs under 24 CFR 574.630.

D. Project Sponsor agrees to maintain ownership and, except for leases permitted to individuals with HIV/AIDS and their families under the HOPWA Program, the right of possession of the Property for the Period of Affordability. If the Property, or any portion thereof, is subleased without the prior written approval of the City, or through the sale, foreclosure, transfer in lieu of foreclosure, or any other proceeding or circumstances, Project Sponsor does not maintain vested ownership or the right of legal possession of the Property, or if the provisions of Section II (G) of this Agreement are not complied with, the City shall have the right of recapture of the HOPWA Funds invested in the Property as set forth in Section V of this Agreement.

E. Project Sponsor shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Project Sponsor further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City does not make any representation or commitment concerning approval of project-related permits for the Project.

F. Project Sponsor shall provide to the Department of Neighborhood Services of the City with client usage records for HOPWA assisted units on a monthly and annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served
2. Number of person in the unit
3. Racial breakdown
4. Age and gender served
5. Recent living situation and income
6. Reasons for leaving

G. Project Sponsor will not lease the Property, or any portion thereof, other than to HOPWA eligible tenants who qualify for such affordable housing under the rules and regulations of the HOPWA Program (24 CFR 574) without prior written approval from the Director of the Department of Neighborhood Services of the City. Any lessee, sublessee, or assignee must meet the HOPWA Program requirements as eligible low-income residents.

H. As security for the performance of its obligations under this Agreement, including repayment of the HOPWA Funds in the event of any breach of the requirements of this Agreement, Project Sponsor agrees to execute and record the Short Form Deed of Trust and Assignment of Rents (the “Short Form Deed of Trust”), the form of which is attached hereto as Exhibit “B” and incorporated herein as a part of this Agreement. If Project Sponsor fails to repay the HOPWA Funds to the City as required herein in the event of a breach of this Agreement, the City shall have the right to foreclosure on the Property pursuant to the Short Form Deed of Trust.

I. Project Sponsor shall not allow any mortgages, liens (including homeowner association fees or assessments, or sewer, water or any other utility lien) or any other encumbrances to be placed against the Property during the Period of Affordability without the written consent of the Director of the Department of Neighborhood Services of the City. In the event that such mortgages, liens or other encumbrances are placed against the Property, Project Sponsor agrees to pay for their removal against the Property.

J. Project Sponsor understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property.

III. Time of Performance.

This Agreement shall commence on the date in the introductory paragraph set forth above, which date shall be the date of approval by the City Council, and continue in effect for the Period of Affordability defined in Section IV below.

Project Sponsor and City agree that so long as Project Sponsor shall well and truly perform its obligations to the City under this Agreement, the obligations of Project Sponsor will terminate on the 10th anniversary of the date of recording of the Short Form Deed of Trust and Assignment of Rents provided to the City pursuant to Section II.H. With the expiration of the aforementioned period, the City will reconvey its interest in the Property to Project Sponsor.

IV. Period of Affordability. Project Sponsor agrees that the obligation to provide affordable housing as required pursuant to this Agreement shall be in effect for a period of ten (10) years (the "Period of Affordability") commencing from the date that the deed conveying the Property to Project Sponsor is recorded in the office of the County Recorder for Clark County, Nevada.

V. Right of Recapture. If, during the Period of Affordability, any of the following occur: (i) Excluding leases as permitted herein to individuals or families who qualify for affordable housing under the HOPWA Program, Project Sponsor sells, transfers, conveys or otherwise loses any of its rights, title or interest in, or possession of, the Property, whether it be through a sale, foreclosure or any other proceeding, (ii) Project Sponsor fails to provide affordable housing pursuant to the requirements of this Agreement, or (iii) the Property is used or converted to non-qualified HOPWA uses, then, in such event, the City shall be entitled to recapture the HOPWA Funds invested in the Property, and Project Sponsor agrees to repay the HOPWA Funds to the City upon receipt of demand therefor. The failure to repay the HOPWA Funds as required herein shall constitute a breach of this Agreement and entitle the City to recover possession and ownership of the Property pursuant the Short Form Deed of Trust and Assignment of Rents executed pursuant to Section II.H of this Agreement.

VI. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH HOPWA PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS

Project Sponsor agrees to comply with the requirements, policies, regulations and criteria as specified in the Neighborhood Services HOPWA Program Manual concerning HOPWA Programs, a copy of which Project Sponsor acknowledges possession thereof. Project Sponsor shall obtain the necessary federal, state, and local permits and licenses required to execute the Program. Project Sponsor further agrees to comply with all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. Failure to comply with any of the above may result in forfeiture of the HOPWA Funding provided to Project Sponsor under this Agreement.

B. PROJECT SPONSOR EXCLUSIVE RIGHT OF PERFORMING SERVICES

Project Sponsor has requested transfer of the Property which is the subject of this Agreement from the City to enable it to conduct its Project of providing affordable rental housing to individuals with HIV/AIDS and their families that qualify for such housing under the HOPWA Program. In any and all events, the Project services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by Project Sponsor, subject only to review by the Director of the Department of Neighborhood Services of the City, or the Director's designee, to assure compliance with the requirements of this Agreement.

C. INDEMNIFICATION

Project Sponsor agrees to protect, defend, indemnify and save the City, its officers and employees, harmless from and against any and all damages, claims, suits, liens, judgments or any other form of liability of whatever nature including, but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Project Sponsor's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the City in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the City in enforcing and/or obtaining compliance with the provisions of this paragraph.

D. ON-SITE MONITORING

The Program funded under this Agreement will be subject to on-site monitoring by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. The representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to all records pertaining to the Program. The representatives may, on occasion, interview Program recipients who volunteer to be interviewed.

Project Sponsor shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems appropriate in order to determine the following:

1. Whether the Program is being operated in a manner consistent with the Consolidated Plan approved by HUD and the national and primary objectives of the HOPWA Program;
2. Whether the objectives of the Program are being achieved;
3. Whether the Program is being operated in an efficient and effective manner;
4. Whether proper management control systems and internal procedures have been established to meet the objectives of the Program;
5. Whether the financial operations of the Program are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Program are being conducted in compliance with federal, state and local laws and regulations and the requirements of this Agreement.

E. RIGHT TO REVIEW AND AUDIT

Project Sponsor agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five years, except those records subject to audit findings which shall be retained for three years after such findings have been resolved. In the event Project Sponsor goes out of existence, Project Sponsor shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

Project Sponsor agrees to permit the City or the its designated representative(s) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information that the City

desires concerning operation of the Program. Project Sponsor further understands and agrees that the inspection and audit would be exercised upon written notice to Project Sponsor. If the records or books are not located within Clark County, Nevada, Project Sponsor agrees to deliver the records or books or have the records or books delivered to the address within the City of Las Vegas designated by the City. If the City or the its designated representative(s) finds that the records delivered by Project Sponsor are incomplete, Project Sponsor agrees to pay the City or the its representative(s)' the costs to travel (including travel, lodging, meals, and other related expenses) to Project Sponsor's offices to inspect and audit, as deemed necessary, all of the pertaining to the Program, including the performance records that may be required by relevant directives from the funding sources of the City.

F. INSURANCE

Project Sponsor shall procure and maintain, at its own expense, during the entire term of this Agreement, the following insurance coverage:

(i) Industrial/Workers' Compensation Insurance protecting Project Sponsor and the City from potential Project Sponsor employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

(ii) Comprehensive General Liability (bodily injury, property damage, errors and omissions) Insurance with respect to Project Sponsor's agents and vehicles assigned to the activities performed under this Agreement in a policy limit of not less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis (except for Errors and Omissions coverage).

The City, its officers and employees, shall be named as additional insured parties under each coverage and such notation shall appear on the certificate of insurance furnished by Project Sponsor'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 adequacy of the insurance supplied by Project Sponsor, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

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.

A Certificate indicating that the insurance required herein is in effect shall be delivered to the City within ten (10) days after the execution of this Agreement, or before any performance by Project Sponsor commences hereunder, whichever is earliest. Project Sponsor shall maintain coverage for the duration of this Agreement. Project Sponsor shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. Project Sponsor and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation. Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.

If Project Sponsor fails to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to Project Sponsor.

G. IRS REGULATIONS

Project Sponsor agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed according to IRS regulations, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

H. LIMIT ON ASSIGNMENT OF INTEREST

Project Sponsor may not assign any part of its rights or obligations under this Agreement without the written consent of the City. Any such assignment of rights without consent of the City shall result in the forfeiture of the Property to the City.

I. THIRD PARTY CONTRACTS

Project Sponsor shall provide reasonable advance notice to, and obtain the written consent from the City prior to entering into any written subcontracts for the performance of the Agreement with a third party. A copy of the third party contractual agreement is to be provided by the City as a condition to obtaining approval by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event the professional services are not rendered in a manner consistent with the terms of this Agreement.

J. DISCLOSURE OF PRINCIPALS.

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Project Sponsor warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, as well as all persons and entities holding more than 1% interest in Project Sponsor or any principal of Project Sponsor. Throughout the term hereof, Golden Rainbow shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

VII. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES (24 CFR 574.300)

As a general rule, in accordance with First Amendment Church/State Principles, HOPWA assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.

B. POLITICAL ACTIVITIES (24 CFR 574.615) AND HATCH ACT (CHAPTER 15, TITLE 5, 8 US CODE)

Project Sponsor agrees not to use the HOPWA funding to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

Project Sponsor further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME (24 CFR PART 84)

"Program Income" includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with HOPWA funds;

2. Proceeds from the disposition of equipment purchased with HOPWA funds;
3. Gross income from the use or rental of real or personal property acquired by Project Sponsor with HOPWA funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by Project Sponsor, that was constructed or improved with HOPWA funds, less costs incidental to generation of the income;
5. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME (24 CFR PARTS 84 AND 85)

Project Sponsor agrees that any income generated by the Program shall be subject to the provisions of this Section and applicable federal law rules and regulations. Program Income shall be recorded separately and returned to the City for disposition. Upon approval by the City Program Income may be retained by Project Sponsor provided that written notification is given to the Neighborhood Services Director and that Project Sponsor certifies that the Program income is to be used for the exclusive benefit of the Program. Such income may be used only according to the guidelines set forth in the HUD regulations.

E. OTHER PROGRAM REQUIREMENTS

Project Sponsor shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 574, which are applicable to HOPWA Program except that Project Sponsor will not assume the City's environmental responsibilities described in 24 CFR 574.510, nor the intergovernmental review process described in 24 CFR 574.650.

1. CIVIL RIGHTS ACT OF 1964; AND FAIR HOUSING ACT; EXECUTIVE ORDER 11063.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating Project Sponsor to use Federally-funded property for the purpose for which the Federal funds were awarded.

2. HOUSING AND COMMUNITY DEVELOPMENT ACT, AGE DISCRIMINATION ACT of 1975 REHABILITATION ACT OF 1973

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOPWA funds.

3. LABOR STANDARDS & DAVIS BACON ACT (24 CFR 574.655)

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs which are subject to the Act.

4. **ENVIRONMENTAL STANDARDS (24 CFR 574.510)**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

5. **NATIONAL FLOOD INSURANCE PROGRAM (24 CFR 574.640)**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

6. **DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING (24 CFR 574.630)**

Project Sponsor shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms). Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

7. **EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

Project Sponsor shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

8. **LEAD-BASED PAINT 24 CFR 574.635)**

This Agreement is subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

9. **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR PROJECT SPONSORS**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

10. **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES**

Project Sponsor shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations"; OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions". Audits shall be conducted annually. Project Sponsor's shall also comply with the provisions of OMB Circular A-110, "Uniform Administrative Requirements", implemented at 24 CFR Part 84, "Uniform Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and the related HOPWA provisions.

11. **CONFLICT OF INTEREST (24 CFR 574.625) and (24 CFR Part 85.36(b)(3))**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City as Recipient, or of any designated public agencies, or of Project Sponsor, who exercises or has exercised any functions or responsibilities with respect to HOPWA activities assisted pursuant to 24 CFR 574.625, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOPWA-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOPWA-assisted activity, or with respect to the proceeds of the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

12. **LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 13166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing, Project Sponsors, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 13166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI of the Civil Rights Act which prohibits discrimination based upon national origin.

F. DRUG-FREE WORKPLACE

As a condition to receiving the HOPWA Funding, Project Sponsor agrees to comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that Project Sponsor shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

G. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, Project Sponsor shall transfer to the City any HOPWA Funding on hand at that time and any accounts receivables attributable to the use of the HOPWA Funding.

H. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act prohibits Project Sponsor from using appropriated federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Project Sponsor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

I. AMERICANS WITH DISABILITIES ACT

Project Sponsor agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as “ADA”) as applicable to Project Sponsor and the

activities to be performed by Project Sponsor under the scope of this Agreement. If employing more than fifteen (15) employees, Project Sponsor agrees to comply fully with Title I of ADA as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), Project Sponsor agrees to comply fully with Title III of ADA as set forth at 28 CFR Part 36. If providing public transportation, Project Sponsor agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

J. CONFIDENTIALITY (24 CFR 574.440)

Project Sponsor agrees to ensure the confidentiality of the name of any individual assisted under the HOPWA program and any other information regarding individuals receiving assistance.

VIII. Financial Management

A. Project Sponsor agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-l33.

B. Project Sponsor agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Project Sponsor agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

IX. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 entitled "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend $500,000 or more during a one-year period in federal funds conduct an A-133 audit.

Any agency that expends between $200,000 and $499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Project Sponsors who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of Project Sponsor to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render Project Sponsor as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOPWA Program Manual as provided for further guidance on this matter.

B. FINANCIAL RECORDKEEPING

Financial records pertaining to all invoices, supplies, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from Project Sponsor by duly authorized City representatives, City-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

C. RECORDS

The Program records shall be maintained in accordance with HUD and City requirements with respect to all matters covered by this Agreement, and the Neighborhood Services Department HOPWA Project Sponsor Program Manual.

X. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

Project Sponsor and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

B. CHANGES IN THE SCOPE OF SERVICES

Any change in the Program/Project as outlined in the Scope of Services must be in accordance with HOPWA Program regulations, made by written amendment to this Agreement which is signed by both Project Sponsor and by (i) the Mayor (with City Council approval) if funding amounts over $24,999 or by (ii) the Director of the Department of Neighborhood Services of the City, or the Director's designee, if funding amounts of less than $25,000 are involved. In addition, the Director is authorized to sign amendments which amend or revise the Agreement provided the amendment or revision is without any funding impact. Any such changes must not jeopardize the HOPWA Program funding to the City.

C. TERMINATION

Project Sponsor and the City hereby agree that this Agreement is pursuant to 24 CFR Part 574 and is subject to the federal enforcement procedures identified in 24 CFR Part 84.62. The remedies available to the City for noncompliance with any of the terms, conditions or obligations of this Agreement shall include, but are not limited to, the following:

1. Temporary withholding of cash payments pending correction of the deficiency by the City or Project Sponsor or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. Disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. Whole or partial suspension or termination of the current award for the Program,
4. Withholding of further awards for the Program, or
5. Adoption of other remedies that may be legally available.

The City reserves the right to set the terms and conditions for suspension or termination, of this Agreement, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance by Project Sponsor. Any notice of termination for noncompliance shall be given to Project Sponsor no less than ten (10) days before the effective date of such termination and sent to the address in the introduction paragraph of this Agreement.

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D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

E. NOTIFICATION OF AGENCY CHANGES

Project Sponsor must notify the City in writing, within 15 days after the occurrence of any of the following changes: Key staff change, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The CITY must have complete and up to date information on file for Project Sponsor.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk,

City Council Date: July 21, 2010

APPROVED AS TO FORM:

_____

DATE

/ / /

/ / /

/ / /

Golden Rainbow

Lea Clayville, Executive Director

ACCEPTANCE OF REAL PROPERTY TRANSFER TERMS AND CONDITIONS

I, Lea Clayville, Director of Golden Rainbow, a Nevada nonprofit corporation, on behalf of that corporation, do hereby accept the terms and conditions set forth the Agreement for Transfer of Property to Golden Rainbow for HOPWA Affordable Housing Project approved by the City Council of the City of Las Vegas, Nevada on the 21st Day of July, 2010, a copy of which is attached hereto and incorporated herein, which terms and conditions are imposed in connection with the transfer of title and ownership of the real property identified therein.

Executed this _____ day of _____, 2010.

Golden Rainbow

By:_____
Lea Clayville, Director

State of Nevada)
County of Clark)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

_____ as _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

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/ / /

/ / /

EXHIBIT A

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

(next page)

Parcel [redacted]

WHEN RECORDED MAIL TO
Neighborhood Services Department
City of Las Vegas, 2nd Floor
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention; Shawn Bolster

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOPWA FUNDS

THIS SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING HOPWA FUNDS (this "Deed of Trust") is made this __day of _____,2010, by Golden Rainbow (herein "Trustor"), a Nevada non-profit corporation, whose principal office is 801 South Rancho Road Suite B-1B, Las Vegas, Nevada, and the City of Las Vegas (herein "Trustee" and "Beneficiary"), a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101-2986, Attention: Neighborhood Services Department.

WITNESSETH

WHEREAS, Trustor is the owner of certain real property and improvements thereon legally described below, which Property was originally purchased and rehabilitated with federal funds provided under the Housing Opportunities for Persons with Aids Program (the "HOPWA Program"); and

WHEREAS, Trustor has entered into that certain Agreement for the Transfer of Property for the Golden Rainbow HOPWA Affordable Housing Project dated July, 21, 2010 (the "Agreement"), which provided for the conveyance of the Property from the Beneficiary to Trustor for the purpose of providing affordable housing to persons and families who qualify for such housing under the HOPWA Program.

NOW THEREFORE, for the purpose of securing the obligations herein contained and the obligations in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE, IN TRUST, WITH POWER OF SALE that certain real property located in Clark County, State of Nevada described as follows:

See Attachment 1 attached hereto and by this reference made a part hereof,

and more commonly known as [redacted] Las Vegas, NV [redacted] Clark County, Nevada (the "Property"), together with all appurtenances in which Trustor may have an interest (including water rights benefiting the Property as may represented by shares of a company or otherwise), and the rents, issues and profits thereof, reserving the right of Trustor to collect and use the same, except during some default hereunder which, in such event, Trustee shall have the right, power and authority to collect and apply such rents, issues and profits for the benefit of Beneficiary.

To protect the security of this Deed of Trust, for the term of the Agreement set forth therein, Trustor agrees to (i) abide by the terms of the Agreement; (ii) use and operate the Property solely to supply decent, safe, and sanitary rental housing for tenants eligible under the HOPWA Program; (iii) maintain and operate the Property as a drug-free environment; (iv) operate the Property per the applicable rules and regulations of the HOPWA Program (specifically 24 CFR 574); (v) not to permit, allow or cause any mortgage, lien or other encumbrance on the Property without the expressed written consent of Beneficiary; and (vi) to repay the amount of the HOPWA Funds invested in the Property, or transfer title of the Property to Beneficiary, if Trustor, after proper notice thereof, is found to be in violation of its obligations set forth in the Agreement or this Deed of Trust.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that (i) provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County, Nevada, are hereby adopted and incorporated herein and made a part hereof as though set forth herein, (ii) Trustor will observe and perform the provisions set forth therein, and (iii) the references to property, obligations and parties in said provisions shall be construed to refer to the Property, obligations and parties set forth in this Deed of Trust.

So long as Trustor shall well and truly perform its obligations to the Beneficiary under the Agreement, the obligations of Trustor to provide affordable housing pursuant to the requirements of the Agreement will terminate with expiration of the Period of Affordability as defined in the Agreement. Trustee under this Deed of Trust, its successors or assigns, on request by Trustor, or its assigns, shall reconvey to the Trustor, or assigns, all the estate in the Property conveyed to the Trustee by the Trustor under this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and/or any Notice of Lien filed in connection with the Property be mailed to the address hereinabove set forth.

Trustor: Golden Rainbow,
a Nevada nonprofit corporation

BY:_____
Lea Clayville, Executive Director

State of Nevada)
County of Clark)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

_____ as _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

ATTACHMENT 1
LEGAL DESCRIPTION
APN [redacted]

All that real property situated in the county of Clark, state of Nevada, bounded and described as follows:

[redacted] in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT “B”
LEGAL DESCRIPTION

Parcel Number: [redacted]

All that real property situated in the county of Clark, state of Nevada, bounded and described as follows:

[redacted] in the Office of the County Recorder of Clark County, Nevada.

Commonly known as: [redacted], Las Vegas, NV 89156 Clark County, Nevada.

EXHIBIT "C"

HUD INCOME GUIDELINES
FOR HOPWA GRANTS

In order for a project or program to be eligible to receive Housing Opportunities for Persons With AIDS (HOPWA) funds, at least 51% of the participants or recipients must have income that is less than 80% of median income.

		INCOME NOT TO EXCEED	
FAMILY SIZE	EXTREMELY LOW INCOME (30%)	VERY LOW INCOME (50%)	LOW INCOME (80%)
1	less than $13,800	less than $23,000	less than $36,800
2	less than $15,800	less than $26,300	less than $42,050
3	less than $17,750	less than $29,600	less than $47,300
4	less than $19,700	less than $32,850	less than $52,550
5	less than $21,300	less than $35,500	less than $56,800
6	less than $22,900	less than $38,150	less than $61,000
7	less than $24,450	less than $40,750	less than $65,200
8	less than $26,050	less than $43,400	less than $69,400

Low and moderate income household means a household having an income equal to or less than the Section 8 low income limit (80%) established by HUD, adjusted for family size.

A very low income household mans a household having an income equal to or less than the Section 8 very low income limit (50%) established by HUD, adjusted for family size.

An extremely low income household means a household whose income is 30 percent or less of the area median income, adjusted for family size.

Provided by the United States Department of Housing and Urban Development (HUD), effective May 14, 2010.

EXHIBIT "D"
DISCLOSURES OF PRINCIPALS

In accordance with the policy below, the principals of Golden Rainbow, a corporation, and all persons and entities holding more than 1% interest in Golden Rainbow are listed below:

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.

"*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.

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE

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

Golden Rainbow

By: _____
Lea Clayville, Executive Director

Subscribed and sworn to before me this

_____Day of _____, 2010.

_____

Notary Public

DISCLOSURES OF PRINCIPALS

In accordance with the policy below, the principals of Golden Rainbow, a corporation, and all persons and entities holding more than 1% interest in Golden Rainbow are listed below:

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

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FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
See attached		

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

Golden Rainbow

By: Lea Clayville
Lea Clayville, Executive Director

Subscribed and sworn to before me this
30 Day of JUNE, 2010.
Gloria Sanchez
Notary Public

GLORIA SANCHEZ
Notary Public State of Nevada
No. 98-2756-1
My appt. exp. Mar. 30, 2012

GOLDEN RAINBOW®

AN ACHIEVABLE DREAM

Executive Committee

Sagert, Brian - President
Coaley, Chris - 1st Vice President
Cazares, Christina - 2nd Vice President
Weiler, Gregg - Secretary
Hardin, Shannon - Board Liaison
Hunter, Carol - Immed. Past President

Board Members

Barnes, Brad
Bruny, Tom
Cummings, Timothy
Dorman, Mike
Jimenez, Julio
Loftus, Allison
Morgan, Barry
Nielson, Greg
Novick, Jack
Pesano, Dr. Rick
Powell, Mychael
Sardelli, Pietra
Sherrell, Kevin
Villela, Jim

A NEVADA NON-PROFIT ORGANIZATION
801 S. RANCHO DRIVE, SUITE B-1B • LAS VEGAS, NEVADA 89106 • PHONE: 702•384•2899 FAX 702•384•3914
www.goldenrainbow.org

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the Interlocal Agreement for Shared Funding with Clark County and the cities of North Las Vegas, Henderson and Boulder City to contribute $299,073.11 (General Fund) for regional homeless coordination and inclement weather shelter - All Wards

Fiscal Impact

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

Amount: $299,073.11
Funding Source: General Fund
Dept./Division: Neighborhood Services/Neighborhood Initiatives Division

PURPOSE/BACKGROUND:

In September 2003, the SNRPC Board adopted a Homeless Intervention Proposal and created the Committee on Homeless (CoH) in an effort to address the needs of homeless persons in Southern Nevada. The SNRPC's CoH has undertaken several significant tasks relating to the regional issue of homelessness, including the establishment of inclement weather shelter as well as regional coordination. The total cost of this effort, $964,751.01, will be shared among all local government entities on a population-based formula. This is a 5% reduction from the previous year's budget. The city of Las Vegas investment to this regional effort for fiscal year 2010-2011 is $299,073.11. These funds will be used to support and implement programs and services such as regional homeless coordination, inclement weather shelter, HMIS, and the homeless shelter and street count.

RECOMMENDATION:

Staff recommends approval of the agreement and authorizes the Mayor to execute any and all documents required upon approval by the City Attorney..

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Agreement For Shared Funding Of Regional Homeless Coordination and Inclement Weather Shelter
3. SNRPC Committee on Homelessness Regional Budget FY2010 - 2011

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 21, 2010
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Approval of the Interlocal Agreement for Shared Funding with Clark County and the cities of North Las Vegas, Henderson and Boulder City to contribute $299,073.11 of general funds for regional homeless coordination and inclement weather shelter – **ALL WARDS**

The SNRPC created the Committee on Homelessness (CoH) to address regional homeless issues. All jurisdictions are required to contribute to the CoH regional budget based on population.

The total regional cost for FY 2010-2011 is $964,751.01 and will be shared amongst all local government entities. The city of Las Vegas requested investment to this regional effort is $299,073.11, which is a 5% reduction from the previous year.

The CoH projects include:

- Inclement Weather Shelters – Provides approximately 322 winter night shelter spaces from November to March and 300 summer day shelter spaces from May to October.

- Homeless Management Information System (HMIS) – It is a federal mandate that provides system access and support to over 25 homeless service providers for resource coordination and improved case management services.

- Homeless Street And Shelter Count - Provides oversight of HUD mandated biannual homeless census. The Neighborhood Services Departments serves as the lead for the city of Las Vegas. As a result, over $15 million has been allocated to the Southern Nevada Continuum of Care (CoC). The Continuum of Care is a network of service providers who provide case management, and housing services mostly to the mentally ill, chronic homeless, veterans, and other homeless populations with unique issues. The next count will occur the last week of January 2011.

- Evaluation – These efforts includes the analysis of outcomes reported by our HMIS system, our regional homeless plan as well as the monitoring of all regional homeless contracts including CoH, CoC, and special projects.

- The regional office manages a year-round off site lodging program (funded by Clark County) utilized by the city of Las Vegas and other jurisdictions, which allows for rapid placement of people unsuitable for mass shelter.

City of Las Vegas

SNRPC Committee on Homelessness Regional Budget
FY2010 - 2011

SNRPC Committee on Homelessness Supported Project	Share by Jurisdiction, based on General Population Percentage					
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.4%	Las Vegas 31%	Clark County 43.8%	Joint Regional Commitment
Regional Homeless Coordination	$615.65	$8,465.19	$10,312.14	$23,856.44	$33,706.84	$76,956.26
Inclement Weather Shelter	$5,134.78	$70,603.17	$86,007.49	$198,972.56	$281,128.00	$641,846.00
Emergency Shelter/Offsite Lodging Program (Funded 100% by Clark County)						
Homeless Management Information System	$1,759.59	$24,194.36	$29,473.13	$68,184.11	$96,337.55	$219,948.75
Homeless Census and Evaluation	$208.00	$2,860.00	$3,484.00	$8,060.00	$11,388.00	$26,000.00
Total Due for FY 10-11	$7,718.02	$106,122.72	$129,276.77	$299,073.11	$422,560.39	$964,751.01

INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
REGIONAL HOMELESS COORDINATION
AND INCLEMENT WEATHER SHELTER

This Interlocal Agreement is made and entered into this ____ day, of _____ 2010, by and among the COUNTY of CLARK (hereinafter referred to as "County"), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement dated October 20, 1998, for the formation of the Southern Nevada Regional Planning Coalition (SNRPC), which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Committee"); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function.

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: REGIONAL HOMELESS COORDINATION AND INCLEMENT WEATHER HOMELESS ACTIVITIES

The Committee is responsible for approving the comprehensive homeless plan and will oversee the coordination of regional homeless activities. The Regional Homeless Coordinator, hired by the SNRPC to implement the SNRPC's vision, philosophy of service, and regional approach to homelessness, has developed a comprehensive strategic plan for the homeless which was approved by the Committee. The plan addresses provisions for the homeless during inclement weather conditions. The Committee, recognizing the continuing immediate need to provide for the welfare and safety of the homeless, agrees to commit funds on a population-based formula for the duration of this Interlocal Agreement (July 1, 2010, through June 30, 2011), not to exceed

the amounts stated in Exhibit A for regional homeless coordination, inclement winter weather shelter, inclement summer day shelter, HMIS implementation, and various evaluation/survey efforts.

The Regional Homeless Coordinator will work with the political subdivisions, providers, and the public to incorporate these seasonal activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for regional homeless coordination and inclement weather activities will be shared among County and the Cities on a population-based formula, not to exceed the amounts stated in Exhibit A. County will bill Cities in turn after each City approves the Interlocal Agreement. Funds must be received within 30 days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause
   1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
   2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Each Party agrees to pay the County for its share of the costs related to Regional Homeless Coordination, Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2010/2011 fiscal year beginning July 1, 2010, not to exceed the amount stated on Exhibit A unless the Interlocal Agreement is terminated as set forth in paragraph A above.

E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

F. Other Party Liability County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.

I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.

J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.

K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.

L. Entire Interlocal Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral of written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2010, through June 30, 2011.

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IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

Board of County Commissioners
Clark County, Nevada

Attest:

By: _____
Diana Alba, County Clerk

By: _____
Rory Reid, Chairman

Approved as to form:

By: _____
Robert J. Gower, Deputy District Attorney

City of Las Vegas, Nevada

Attest:

By: _____
Beverly K. Bridges, CMC, City Clerk

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

By: Robert S. Sylvia 7-8-10
City Attorney

City of Henderson, Nevada

Attest:

By: _____
Monica M. Simmons, City Clerk

By: _____
Andy A. Hafen, Mayor

Approved as to form:

By: _____
City Attorney

City of North Las Vegas, Nevada

Attest:

By: _____
Karen L. Storms, CMC, City Clerk

By: _____
Shari L. Buck, Mayor

Approved as to form:

By: _____
City Attorney

City of Boulder City, Nevada

Attest:

By: _____
Lorene Krumm, City Clerk

By: _____
Roger Tobler, Mayor

Approved as to form:

By: _____
Dave Olsen, City Attorney

Exhibit A
Southern Nevada Regional Planning Coalition's
Committee on Homelessness
Budget with 5% Reduction
FY 2010/2011

SNRPC Committee on Homelessness Supported Project	Share by Jurisdiction, based on General Population Percentage						Additional Regional Share	
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.4%	Las Vegas 31%	Clark County 43.8%	Joint Regional Commitment	Clark County	Total Project Cost
Regional Homeless Coordination	$615.65	$8,465.19	$10,312.14	$23,856.44	$33,706.84	$76,956.26		$76,956.26
Inclement Weather Shelter Winter night shelter (11/15-3/29) (322 beds) Summer day shelter (5/1-9/30) (300 spaces) Seasonal nights in Henderson & Boulder City (2,192)	$5,134.78	$70,603.17	$86,007.49	$198,972.56	$281,128.00	$641,846.00	$439,375.75	$1,081,221.75
Emergency Shelter/Offsite Lodging Program							$20,977.00	$20,977.00
Homeless Management Information System	$1,759.59	$24,194.36	$29,473.13	$68,184.11	$96,337.55	$219,948.75		$219,948.75
Homeless Census and Evaluation	$208.00	$2,860.00	$3,484.00	$8,060.00	$11,388.00	$26,000.00	$60,000.00	$86,000.00
Total Due for FY 10-11	$7,718.02	$106,122.72	$129,276.77	$299,073.11	$422,560.39	$964,751.01	$520,352.75	$1,485,103.76

SNRPC Committee on Homelessness Regional Budget
FY2010 - 2011

SNRPC Committee on Homelessness Supported Project	Share by Jurisdiction, based on General Population Percentage					
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.4%	Las Vegas 31%	Clark County 43.8%	Joint Regional Commitment
Regional Homeless Coordination	$615.65	$8,465.19	$10,312.14	$23,856.44	$33,706.84	$76,956.26
Inclement Weather Shelter	$5,134.78	$70,603.17	$86,007.49	$198,972.56	$281,128.00	$641,846.00
Emergency Shelter/Offsite Lodging Program (Funded 100% by Clark County)						
Homeless Management Information System	$1,759.59	$24,194.36	$29,473.13	$68,184.11	$96,337.55	$219,948.75
Homeless Census and Evaluation	$208.00	$2,860.00	$3,484.00	$8,060.00	$11,388.00	$26,000.00
Total Due for FY 10-11	$7,718.02	$106,122.72	$129,276.77	$299,073.11	$422,560.39	$964,751.01

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rule 9 Large Project Line Extension Agreement between the City of Las Vegas and Nevada Power Company doing business as NV Energy for installation of power facilities for the Smith Center for the Performing Arts (NVE Project Number 185886) located at 361 Symphony Park Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is currently working with NV Energy to design and construct the utility improvements associated with NVE Project Number 185886. This agreement will provide for the required distribution facility installation and design for final connection to the Smith Center for the Performing Arts Center at the Symphony Park development. The fees in the amount of $267,356 have been paid. There is no fiscal impact.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Large Project Line Extension Agreement No. LPS0000185886A

NVEnergy

RULE 9
LARGE PROJECT LINE EXTENSION AGREEMENT

Agreement No.: LPS0000185886A
PID: 0000185886
Date Prepared: 12/02/2009

This Large Project Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and **CITY OF LAS VEGAS, a(n) municipal corporation of the State of Nevada,** ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension**," as defined in Rule 1, for the purpose of receiving electric service to its Development.

C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.

D. This Agreement involves a project for new capacity of 1 MW or more or with estimated Line Extension construction costs exceeding $400,000 to a single customer, as described in Rule 9, Section A.23 ("**Large Project**").

E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

1.1 Line Extension. In order to provide 6000 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled UNION PK. LV PERFORMING ARTS C and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$829,301.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$267,356.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$.00** and a taxable, non-refundable cost of **$.00**. If the Estimated CIAC is greater than $20,000, it is subject to Cost True-up.

(B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$223,301.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **$.00**.

(C) Tax Effect. The estimated Tax Effect is:

(1) Advance Subject to Refund. A Tax Effect relating to the Advance Subject to Refund in the amount of **$41,311.00**. This Tax Effect is subject to refund.

(2) CIAC. A Tax Effect relating to CIAC in the amount of **$2,744.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.

(3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$2,744.00**. This Tax Effect is not subject to refund.

1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **$606,000.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$606,000.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.

1.5 Payment. Applicant must pay Utility **$267,356.00** upon delivery of the signed Agreement. When calculating this payment, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.

1.6 Related Projects and Contracts

(A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title

(B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Contract No.	Dated	Expiration	Title

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.

2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.

2.4 Sources of Power. The sources of power to the Development are subject to change, at Utility's discretion.

2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.

2.6 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.

3.2 [RESERVED]

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from $0 to the balance of the Advance Subject to Refund.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.

3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, Utility will perform an Allowance True-Up 24 months after the In-Service Date and calculate any Excess Allowance in accordance with the Allowance True-Up.

3.6 Performance of Cost True-Up. In its discretion and at any time, Utility may perform a Cost True-Up. However, Utility will perform a Cost True-Up 24 months after the In-Service Date.

3.7 Refunds and Invoices Associated with Accounting Adjustments. Based on the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or provide a refund. Applicant might receive additional refunds because of Proportionate Share Refunds. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility. If Utility does not perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**").

(A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or increases the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

(B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 0000185886 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, liabilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction or installation of the facilities and equipment.

(B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility:

(A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;

(B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;

(C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and

(E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies; Survival. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.

6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that spare conduit be installed in connection with this Agreement and pays the Costs associated with that conduit, Utility is not required to reserve that conduit for Applicant and may use it for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit.

6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following completion of the Line Extension Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.

7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 30 days of receiving an invoice from Utility.

7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's

expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

8. Default

8.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

9.3 Protection of Confidential Information.

(A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any person or entity except as expressly provided in this Section or as otherwise approved in writing in advance by Utility.

(B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this Section will also apply to the receipt of non-public information that Applicant should reasonably recognize as being confidential.

(C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.

9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to and discuss Confidential Information with its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, that the Other Party signs an

agreement in a form acceptable to Utility in which the Other Party agrees to be bound by the terms of this "Confidentiality" Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.

9.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, Applicant must provide prompt written notice to Utility's legal department of any such requirement and seek a protective order preventing or limiting disclosure.

9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.

10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance

contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

13.1 Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claims, losses, costs, suits, judgments, damages, and expenses, including but not limited to attorneys' fees, that arise from or are based upon (A) Applicant's breach of any representation, warranty, or undertaking under the Agreement, (B) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement, and (C) bodily injury to or death of any person (including employees of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Utility, unless caused solely by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this Section.

13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.

13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with

jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

14. Term and Termination

14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9, Section B.4.

14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4;

(C) Obligations under Section 4.7;

(D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;

(E) Obligations under Section 6;

(F) Obligations under Section 7;

(G) Obligations under Section 9;

(H) Obligations that arise under Section 13.1; and

(I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6 and Section 15 continue to apply to this Section.

15. Notices

15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
PATRICIA BROWN
Physical Address: NORTH DISTRICT OFFICE
2215 E.LONE MOUNTAIN RD
LAS VEGAS, NV 89031

Mailing Address: 6226 W. SAHARA AVE
P.O. BOX 98910
LAS VEGAS NV 89151-0001
MS 94B
Telephone No.: 702/402-4335
Fax No.:
Email Address: brownpn@nvenergy.com

Applicant:
CITY OF LAS VEGAS
Matthew Edwards
Physical Address: 400 N. STEWART AVE

LAS VEGAS, NV 89101

Mailing Address:

Telephone No.:
Fax No.:
Email Address:

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; litigation guarantees; appraisals; attorneys' fees and expenses; acquisition of and compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date. This time period is generally based on Applicant's annual peak load.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: The date this Agreement is last signed below.

16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will refund Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).

16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.

16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.

16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.

16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.

16.23 Property: The premises owned or controlled by Applicant commonly known as 100 GRAND CENTRAL AVENUE and further described as being within 13934110003.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 12/02/2009.

16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]

NVEnergy

RULE 9
LARGE PROJECT LINE
EXTENSION AGREEMENT

Agreement No.: LPS0000185886A
PID: 0000185886
Date Prepared: 12/02/**2009**

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: RINLY MOOLAKATT

Title: Director, Distribution Design, New Business LVN

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

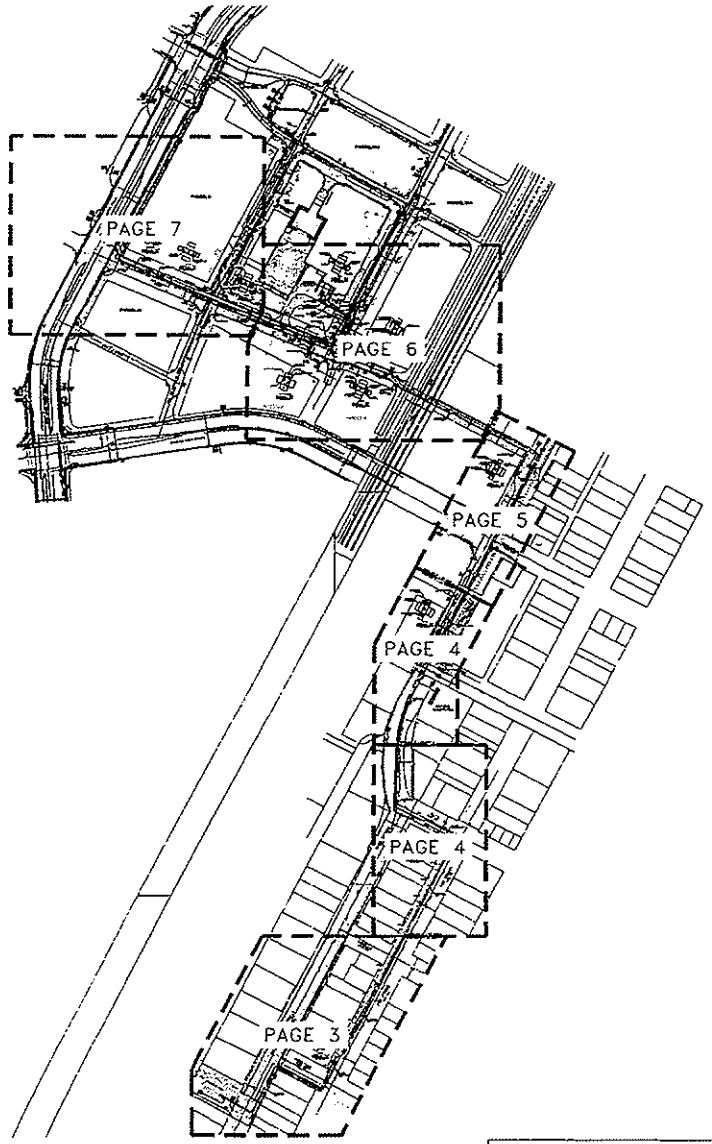
Title: _____

Date: _____

Approved as to form
John S. Ridilla 6/30/10
John S. Ridilla Date
Deputy City Attorney

Exhibit A
Design

[Attached]



OVERALL PROJECT
-NOT TO SCALE-

GENERAL NOTES:

ANY NOTES LOCATED ON DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A DIFFERENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY PHASE OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAIN TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVE UNDERGROUND & ELECTRICAL INSPECTIONS.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVE CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND ELBOWS NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVE DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF STUB OUT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF TRANSFORMER.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA (NEVADA)", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

NV ENERGY RECOMMENDS CUSTOMER PROTECT ALL THREE PHASE MOTORS BY INSTALLING:
1. LINE STARTING PROTECTION
2. OVERLOAD PROTECTION
3. SINGLE PHASE PROTECTION
4. REVERSE PHASING PROTECTION

COMMERCIAL WITH FEEDER

T.R.S: 20S1-33
APN: 139

NVE WORK AND SERVICES TO CONSIST OF:

- 1000 MCM TRIPLEX, 15 KV AL PRIMARY CABLE IN 8" PLASTIC CONDUIT.
- 1/0 TRIPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- 1/0, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- INSTALL NEW CABLE IN EXISTING VACANT CONDUIT.
- CONDUIT LOCATING DEVICE 18" ABOVE STUBOUT.
- SINGLE PHASE PRIMARY POLE RISER PER NVE U.G. STD. OCP-105.
- THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. OCP-106.
- 600 AMP THREE PHASE, 12.47 KV PRIMARY POLE RISER PER NVE U.G. STD. OCP-101.
- SECONDARY RISER PER NVE U.G. STD. SSP-2.
- SWITCHES (PMH-2, PMH-4, PMH-8, PMH-18, PMH-11, PMH-12).
- 3' X 10'-6" X 7' MANHOLE, PER NVE U.G. STD. MS-94.
- CAPACITOR BANK PER NVE U.G. STD. EC-101.
- SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE AS NOTED, 7200-120/240V, PER NVE U.G. STD. UT-105.
- (2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT OPEN WYE-OPEN DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD. UT-107, WHERE APPLICABLE.
- (3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT CLOSED WYE-CLOSED DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD. UT-109, WHERE APPLICABLE.
- THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE & VOLTAGE AS NOTED, PER NVE U.G. STD. UT-101, WHERE APPLICABLE.

TERMINATION OF ALL MODULES, MAKES, SPLICES AND FINAL CONNECTIONS.

NVE TO TERMINATE PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.

NVE TO CUT EXISTING CONDUIT AND TERMINATE PRIMARY CABLES ON THE LOAD BREAK MODULE, WHERE APPLICABLE.

SECONDARY CABLE BY NVE UNLESS NOTED OTHERWISE.

APPLICANT TO FURNISH AND INSTALL:

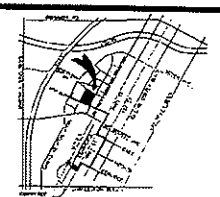
ALL TRENCHING & BACKFILL, MEETING APPLICABLE NVE STANDARDS (RT-1, RT-7, OR RT-12).

- 6" PLASTIC CONDUIT, PER NVE U.G. STD. EC-1 AND EC-2.
- 6" RGS BENDS (90°, 45°) WITH 48" MIN. RADIUS, TAPED OR PVC COATED.

AN APPROVED POLYESTER PULL TAPE OF 2500 LBS OF PULL STRENGTH FOR 6" CONDUIT SHALL BE INSTALLED IN EACH COMPLETE CONDUIT RUN.

- 4" PLASTIC CONDUIT, PER NVE U.G. STD. EC-1 AND EC-2.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (IF CONDUIT LENGTH IS UNDER 100')
- 4" RGS BENDS (90°, 45°) WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED. (IF CONDUIT LENGTH IS OVER 100')
- COUPLING FOR 4" OR 6" CONDUITS (AS APPLICABLE).
- ALL SERVICE CONDUIT – 4" MINIMUM DRAG PVC GRAY (DS120-RDS REQUIRED) WITH 5/32" POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 1250 lbs.
- 3'-6" X 4' X 4'-6" SPLICE PULLBOX PER NVE U.G. STD. ES-80.
- 5' X 7' X 4'-6" PULLBOX PER NVE U.G. STD. MS-82.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. ES-19 AND ES-5.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. ES-20 AND ES-5.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. ES-21 AND ES-5.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. EC-25, ES-37, ES-40 OR ES-41, AND ES-5.
- 5' X 10'-6" X 7' MANHOLE FOR SWITCH, PER NVE U.G. STD. MS-98, MS-99, ES-100, OR ES-101.

VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. ES-6, WHERE APPLICABLE.



EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.



REVISIONS

NO.	DESCRIPTION	DATE	C.A.

TYPE OF EASEMENT:
- LETTER
- STANDARD
- P/E-31
- UNDERGROUND
- P.S. ENT. UNDERGROUND
- R.P.E./P.U.E./S.D.E.
- DUAL P.E.
- UNDERGROUND BY VARIES
- (W-001) PERMIT
- DEMO PERMIT
- PERMANENT LETTER
- LIC. APPROVAL WATER PERMIT
- NOT REQUIRED
- WILL SERVE

JPA NOTES:
- EVERGREEN CONTACT: N/A
- PHONE NUMBER:
- DATE OF CONTACT:
- ____ TO SET NEW POLES
- ____ TO STAKE NEW POLES
- ____ TO PROVIDE ____ POLES
- ____ FT. CLASS ____
- ____ FT. CLASS ____
- ____ FT. CLASS ____
- ____ TO REPLACE POLES
- ____ TO REMOVE EX. POLES

JPA#: N/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL VENOR
DCA: N/A
INSPECTOR: 378-3725
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: LV PERFORMING ARTS FOUNDATION
ENGINEER: WSA
CONTACT: SHANE SANDY
APPROVAL DATE:

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

PURPOSE OF PROJECT:
PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER
12.47kV SERVICE

CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176, 185345, DS588

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/PARCEL LINE		
CURB		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
WATER LINE *	W	W
SANITARY SEWER LINE *	SS	SS
GAS LINE *	G	G
TELEPHONE LINE *	T	T
CABLE T.V. LINE *	CTV	CTV
STORM DRAIN LINE *	SD	SD
FIRE HYDRANT		
SURVEY MONUMENT		
STREET LIGHT SERVICE		

* LINETYPES SHOWN MAY BE COMPLEX AND MAY NOT BE FAITHFUL

CITY OF LAS VEGAS
PERMIT REQUIRED*
CONTACT CITY LAND DEVELOPMENT (ON-SITE) CITY CONSTRUCTION (OFFSITE) MUST BE NOTIFIED 24 HOURS PRIOR TO CONSTRUCTION CONSTRUCTION (259-3977)

*NVE INSPECTION MUST BE NOTIFIED BY CALL 24 HOURS PRIOR TO COMMENCING CONSTRUCTION & SHALL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR DRIVEWAYS.
NVE INSPECTOR
LAS VEGAS BOULEVARD 385-4389
LAS VEGAS SOUTH (SPRING VALLEY) 385-4880

NVEnergy

UP-LAS VEGAS PERFORMING ARTS CENTER
100 BLOCK OF CENTENNIAL AVE

PROJ. ID: 185885 | SCALE: 1" = 30'
SHEET #: 1 OF 1 | DATE: 05/12/2009

PAGE INDEX

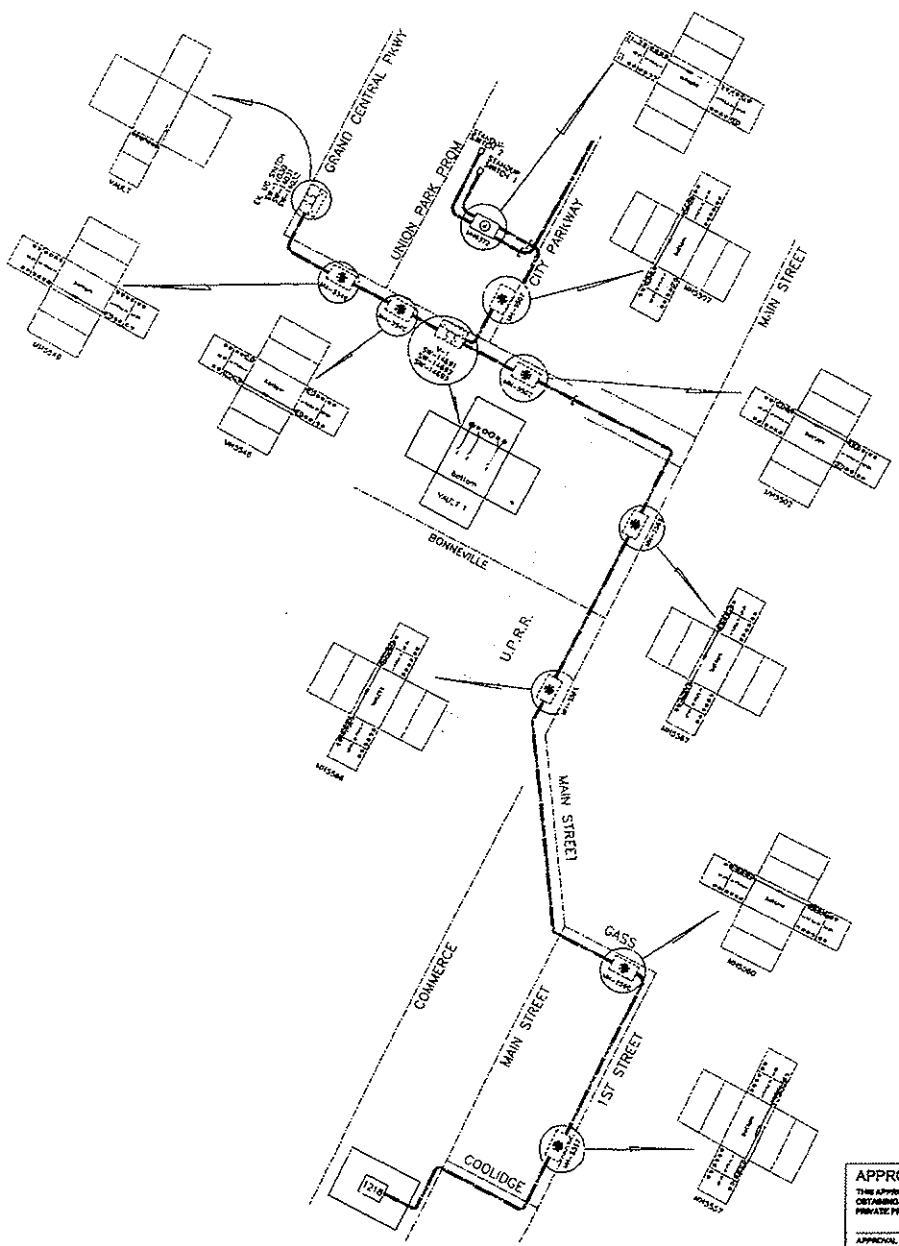
NAME:	PAGE NUMBER
SINGLE LINE DIAGRAM	PAGE 2
PROJECT LAYOUT	PAGE 3 ~ 7
CUSTOMER EQUIPMENT DETAILS	PAGE 8
ADDITIONAL CUSTOMER DETAILS	PAGE 9
TRENCH DETAIL	PAGE 9

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR ELEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

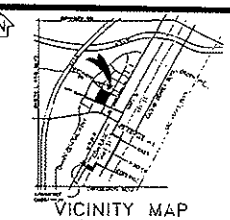
APPROVAL _____ DATE _____

PRELIMINARY - NOT FOR CONSTRUCTION - DO NOT CONSTRUCT



SINGLE LINE DIAGRAM
-NVE USE ONLY-

T.R.S: 2061-33
APN: 139



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2929

Call before you Dig
Call 811
1-800-227-2600
1-702-455-7544

REVISIONS

NO.	DESCRIPTION	DATE	G.A.

TYPE OF EASEMENT:
AERIAL
STANDARD
K/W-31
UNDERGROUND
AS BUILT UNDERGROUND
R.O.E./R/O-S-COM
3rd PARTY
UNDERGROUND BY EXHIBIT
(W-DOT) PERMIT
(BLM) PERMIT
RAILROAD-UPRR-PERMIT
SO. NEVADA WATER PERMIT
NOT REQUIRED
Misc. Info.

JPA NOTES:
EUBARO CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
TO SET NEW POLES
TO STAKE NEW POLES
TO PROVIDE ___ POLES
FT. CLASS ___
FT. CLASS ___
FT. CLASS ___
TO DIG POLE HOLES
TO REMOVE EX. POLES
NAME N/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL VENOR
DCA: N/A
INSPECTOR: 178-3725
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT LV PERFORM'G ARTS FOUNDATION
ENGINEER: MSA
CONTACT: SHANE SAVOY
APPROVAL DATE:

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS

PURPOSE OF PROJECT:
PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER 12.47kv SERVICE

CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176, 185345 DS588

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CONTOURS		
PROPERTY LINE/SIDE		
CURB		
EDGE OF PAVEMENT		
EDGE OF BUILDING		
SEWER LINE		
WATER LINE		
GAS LINE		
TELEPHONE LINE		
CABLE TV LINE		
STORM DRAIN LINE		
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

* UNLESS OTHERWISE NOTED, CONTOUR ACCURATE WITH NVE EXCLUSIVE

APPROVED FOR CONSTRUCTION
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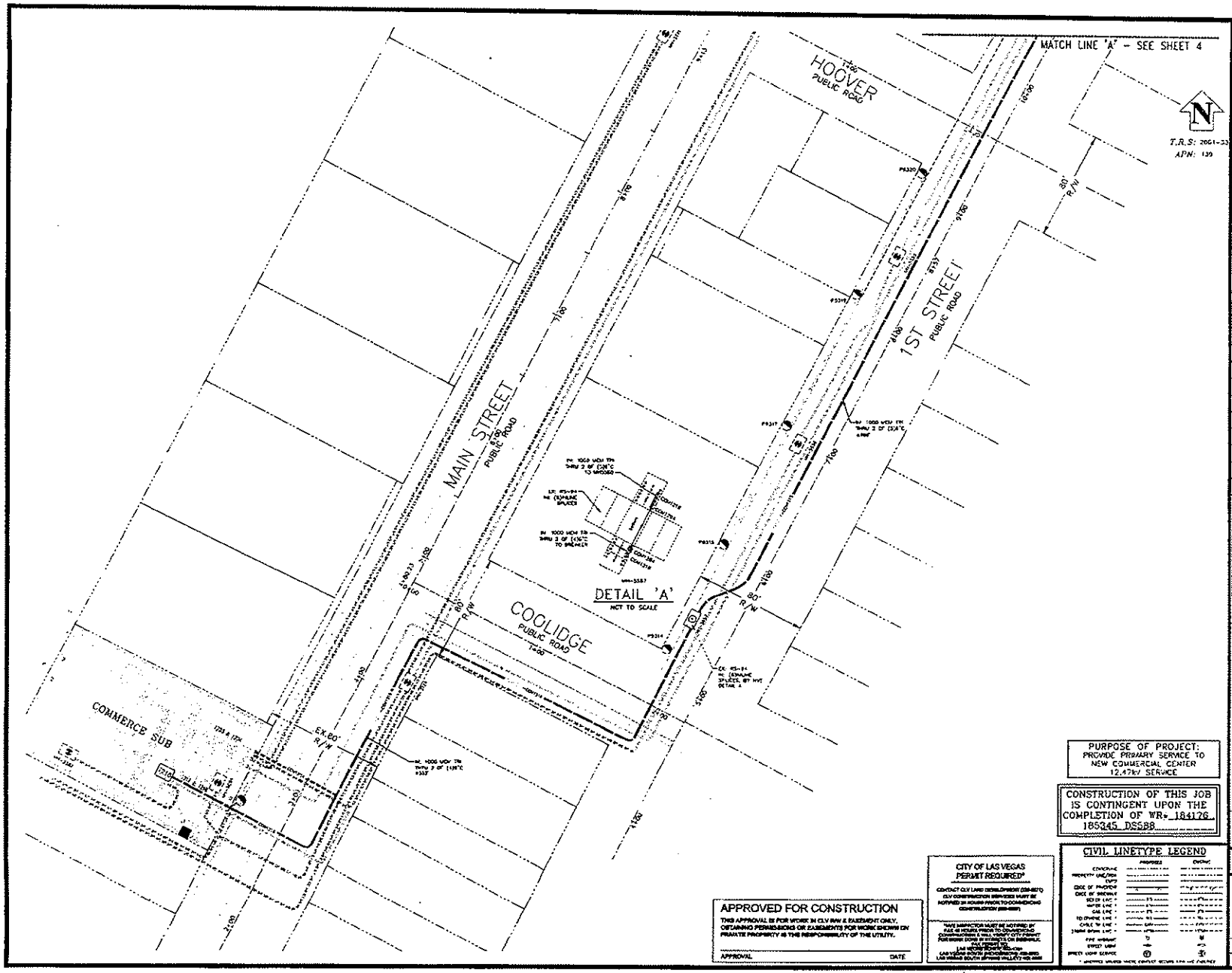
APPROVAL DATE

CITY OF LAS VEGAS
PERMIT REQUIRED*
CONTACT CLV LAND DEVELOPMENT (CONSTR) CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (385-5687)
TAKE INSPECTOR MUST BE NOTIFIED BY TAKE 24 HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR SIDEWALK. FAX PERMIT TO:
LAS VEGAS NORTH (455-4384)
LAS VEGAS SOUTH (455-4384)
LAS VEGAS SOUTH (455-4384)

NVEnergy

UP-LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE

PROJ. ID: 185886	SCALE: 1" = 30'
SHEET #: 2 OF 9	DATE: 05/12/2009





VICINITY MAP
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CALL BEFORE YOU DO OVERHEAD

CALL 1-702-402-2929

Call before you Dig

Call 811

1-800-227-2600

1-702-455-7544

REVISIONS

NO.	DESCRIPTION	DATE	C.A.
△			
△			
△			
△			
△			
△			
△			
△			
△			
△			

TYPE OF EASEMENT:

JPA NOTES:

EMBARQ CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
TO SET NEW POLES
TO STAKE NEW POLES
TO PROVIDE ___ POLES
FT. CLASS ___
FT. CLASS ___
FT. CLASS ___
TO DIG POLE HOLES
TO REMOVE EX. POLES

JPA#: N/A

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CUSTOMER INFORMATION:

APPLICANT: LV PERFORMING ARTS FOUNDATION
ENGINEER: MSA
CONTACT: SHANE SAVOY
APPROVAL DATE:

GOVERNMENT INFORMATION:

AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

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CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176, 185345 DS588

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CONCRETE		
PROPERTY LINE/RDS		
EVPD		
EDGE OF PAVEMENT		
EDGE OF BREAKER		
SEWER LINE		
WATER LINE		
GAS LINE		
TO OTHER LINE		
CABLE TV LINE		
STORM DRAIN LINE		
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

* UNLESS UNLESS NOTED CONTACT SECURE FOR THE FACILITIES

CITY OF LAS VEGAS
PERMIT REQUIRED*

CONTACT CLV LAND DEVELOPMENT (229-6271)
CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6287)

*NVE INSPECTOR MUST BE NOTIFIED BY FAX 48 HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR SIDEWALK. FAX PERMIT NO.
LAS VEGAS NORTH (NORTH OF LAS VEGAS) LAS VEGAS SOUTH (SPRING VALLEY) 405-6000

APPROVED FOR CONSTRUCTION

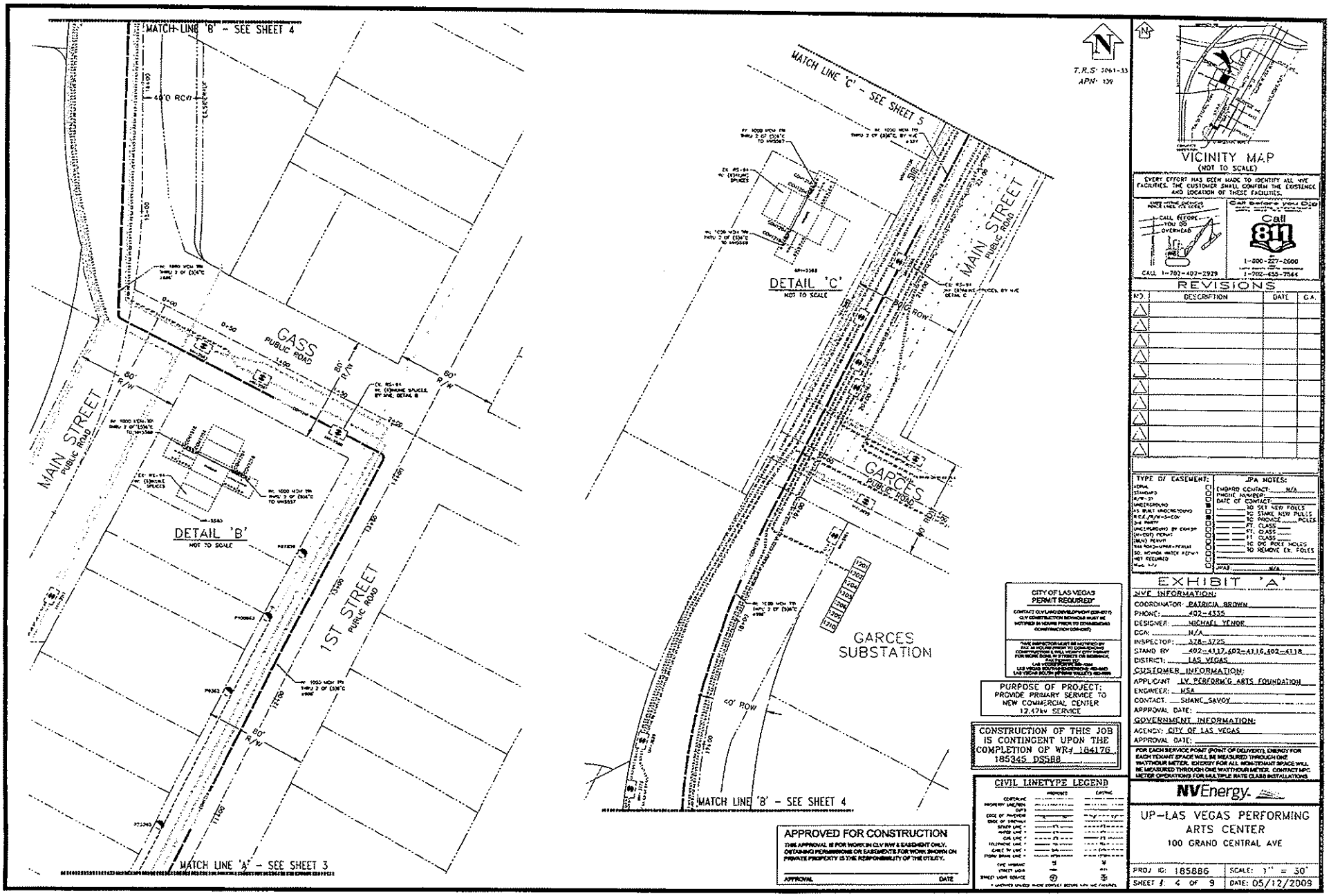
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL DATE

NVEnergy

UP-LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE

PROJ. ID: 185886	SCALE: 1" = 30'
SHEET #: 3 OF 9	DATE: 05/12/2009



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

Call Before You Dig
Call 811
1-800-227-2600
1-702-455-7544

CALL 1-702-402-2929

REVISIONS

NO	DESCRIPTION	DATE	C.A.

TYPE OF EASEMENT:

JPA NOTES:
EMBARQ CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
10 SET NEW POLES
10 STAKE NEW PULLS
10 REMOVE POLES
FT. CLASS
FT. CLASS
FT CLASS
10 DIG POLE HOLES
10 REMOVE EX. POLES
JPA# N/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL YENOR
CCA: N/A
INSPECTOR: 228-4725
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: LV PERFORMING ARTS FOUNDATION
ENGINEER: HSA
CONTACT: SHANE SAVOY
APPROVAL DATE:

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC LIETTER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

CITY OF LAS VEGAS PERMIT REQUIRED*

PURPOSE OF PROJECT:
PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER
12.47kv SERVICE

CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176, 185345 DSSBB

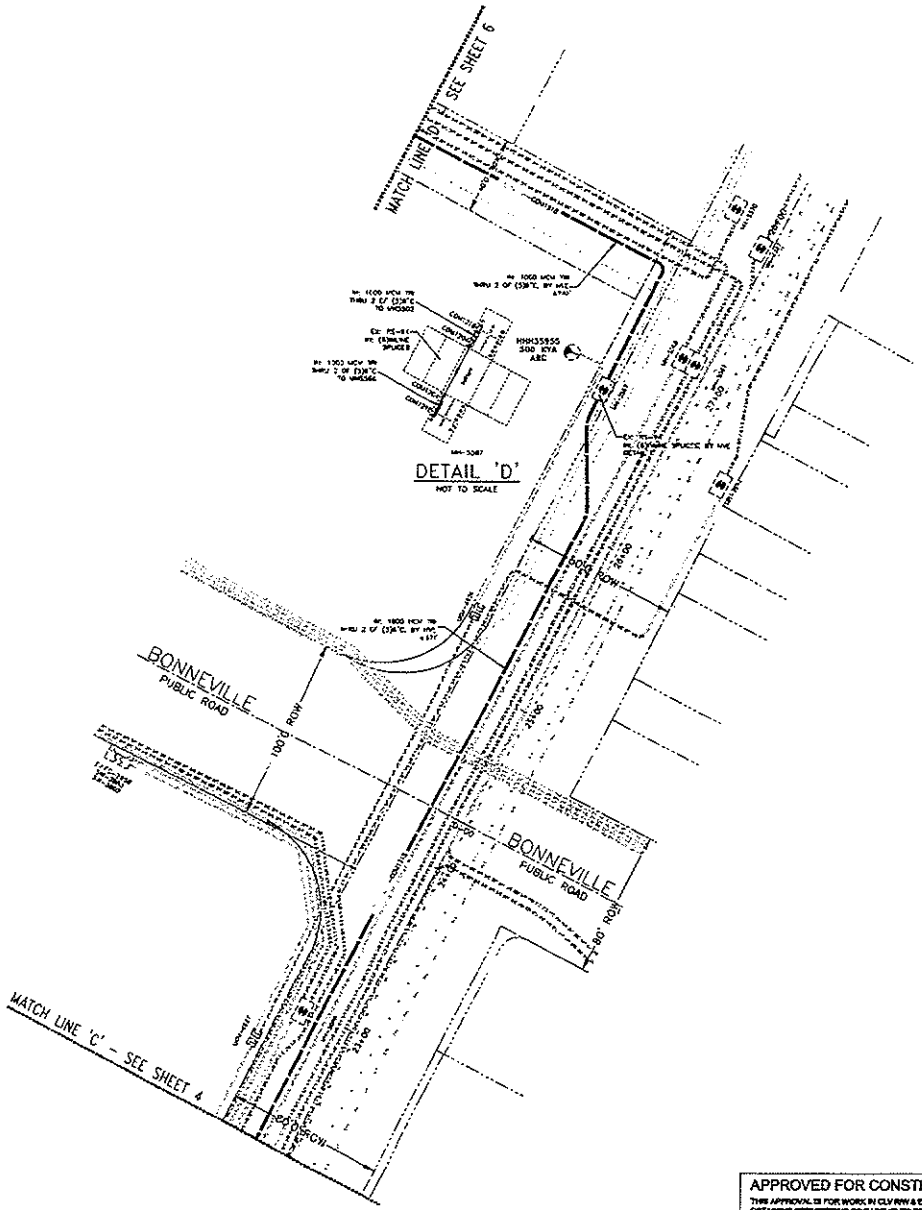
CIVIL LINETYPE LEGEND

APPROVED FOR CONSTRUCTION
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.
APPROVAL DATE

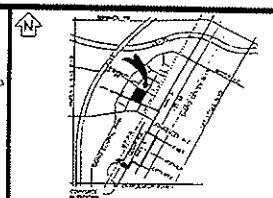
NVEnergy

UP-LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE

PROJ ID: 185886 | SCALE: 1" = 30'
SHEET #: 4 OF 9 | DATE: 05/12/2009



T.R.S: 20E1-33
APN: 139



VICINITY MAP
(NOT TO SCALE)

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CALL BEFORE YOU DIG OVERHEAD
CALL 1-702-402-2929

Call Before You Dig
Call 811
1-800-227-2600
1-702-453-7544

REVISIONS

NO	DESCRIPTION	DATE	C.A.

TYPE OF EASEMENT:

JPA NOTES:
ENGARD CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
TO SET NEW POLES
TO STAKE NEW PULLS
TO PROVIDE ____ POLES
FT. CLASS
FT. CLASS
FT. CLASS
TO SPC POLE HOLES
TO REMOVE EX. POLES
JPA# N/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL YCHOR
DCA: N/A
INSPECTOR: 378-3725
STAND BY: 402-4137,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: LV PERFORMING ARTS FOUNDATION
ENGINEER: MSA
CONTACT: SHANE SAXON
APPROVAL DATE:

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

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PURPOSE OF PROJECT:
PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER
12.47kv SERVICE

CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176, 185345, DSSBB

CIVIL LINETYPE LEGEND

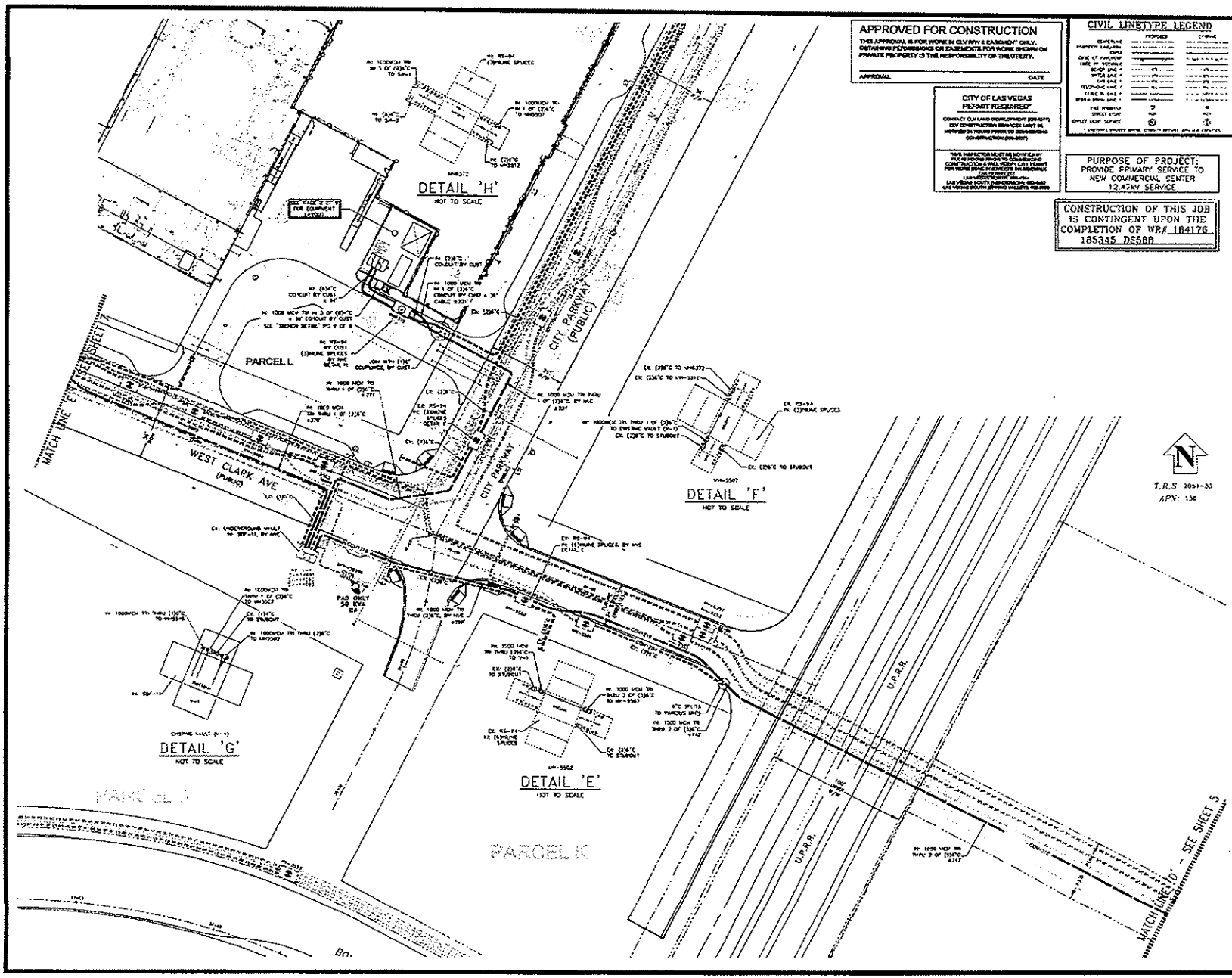
CITY OF LAS VEGAS
PERMIT REQUIRED*

APPROVED FOR CONSTRUCTION
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.
APPROVAL DATE

NVEnergy

UP-LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE

PROJ ID: 185886 | SCALE: 1" = 30'
SHEET #: 5 OF 9 | DATE: 05/12/2009



APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL _____ DATE _____

CITY OF LAS VEGAS PERMIT REQUIRED*

CONTACT CLV LAND DEVELOPMENT (208-6377)
CLV CONSTRUCTION SERVICES UNIT IN NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (208-6307)

*THIS INSPECTOR MUST BE NOTIFIED BY FAX 48 HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR MEDIANS.
FAX PERMIT NO. _____
LAS VEGAS SOUTH (PERFORMING) 402-4110
LAS VEGAS SOUTH (SPRING VALLEY) 402-4118

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/RIM		
CURB		
DIKE OF PARKWAY		
DIKE OF SIDEWALK		
SEWER LINE		
WATER LINE		
GAS LINE		
TELEPHONE LINE		
CABLE TV LINE		
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

* LINETYPE VALUES WHERE STRAIGHT BEFORE AND AFTER CURVES

PURPOSE OF PROJECT:
PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER
12.47kV SERVICE

CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176 185345 DS588



VICINITY MAP
(NOT TO SCALE)

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CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2929

Call Before you Dig
Call 811
1-800-227-2600
1-702-455-7544

REVISIONS

NO	DESCRIPTION	DATE	G.A.

TYPE OF EASEMENT:

AERIAL	☐
STANDARD	☐
R/W-31	☐
UNDERGROUND	■
AS BUILT UNDERGROUND	☐
N.O.C./R/W-3-CHW	■
3rd PARTY	☐
UNDERGROUND BY CRIMSH	☐
(N-OUT) PERMIT	☐
(BLM) PERMIT	☐
RAILROAD-HYDRO-PERMIT	☐
SO. NEVADA WATER PERMIT	☐
NOT REQUIRED	☐
Misc. N/A	☐

JPA NOTES:

EMBARG CONTACT: N/A
PHONE NUMBER: _____
DATE OF CONTACT: _____
_____ TO SET NEW POLES
_____ TO STAKE NEW POLES
_____ TO PROVIDE ____ POLES
_____ FT. CLASS ____
_____ FT. CLASS ____
_____ FT. CLASS ____
_____ TO DIG POLE HOLES
_____ TO REMOVE EX. POLES

JPA# N/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL YENOR
DCA: N/A
INSPECTOR: 328-3725
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: LV PERFORM'G ARTS FOUNDATION
ENGINEER: MSA
CONTACT: SHANE SAVOY
APPROVAL DATE: _____

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: _____

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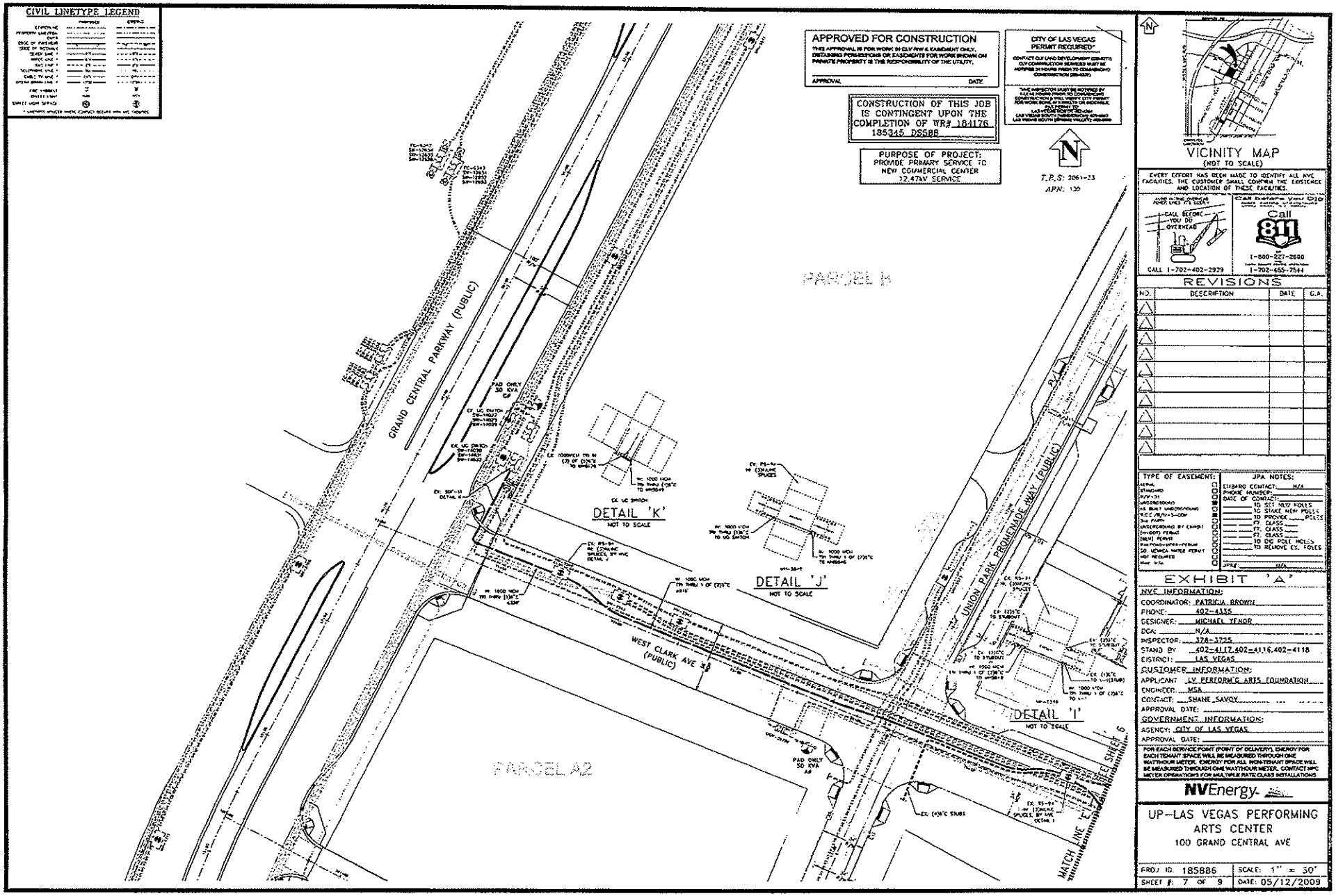
NVEnergy

UP-LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE

PROJ. ID: 185886	SCALE: 1" = 30'
SHEET #: 6 OF 9	DATE: 05/12/2009


CIVIL LINETYPE LEGEND
APPROVED FOR CONSTRUCTION
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.
APPROVAL
DATE
CITY OF LAS VEGAS PERMIT REQUIRED*
CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176 185345 DSSBB
PURPOSE OF PROJECT: PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER 12.47kV SERVICE
T.P.S: 2061-23
APN: 139
GRAND CENTRAL PARKWAY (PUBLIC)
PARCEL B
PARCEL A2
DETAIL 'K'
NOT TO SCALE
DETAIL 'J'
NOT TO SCALE
DETAIL 'I'
NOT TO SCALE
WEST CLARK AVE (PUBLIC)
UNION PARK PROMENADE WAY (PUBLIC)
MATCH LINE SHEET 6
PAD ONLY 50 KVA
VICINITY MAP
(NOT TO SCALE)
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CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2979
Call 811
1-800-227-2600
1-702-455-7644
REVISIONS
NO.
DESCRIPTION
DATE
G.A.
TYPE OF EASEMENT:
JPA NOTES:
EXHIBIT 'A'
NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL YENOR
DCA: N/A
INSPECTOR: 328-3725
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS
CUSTOMER INFORMATION:
APPLICANT: LV PERFORMING ARTS FOUNDATION
ENGINEER: MSA
CONTACT: SHANE SAVOY
APPROVAL DATE:
GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:
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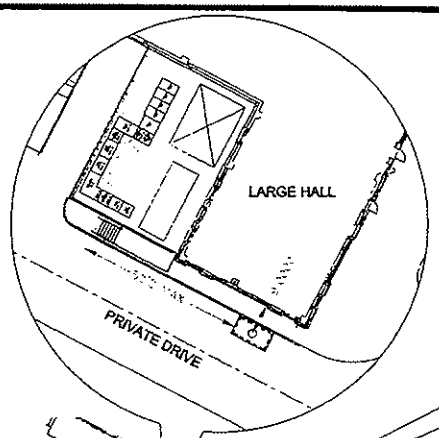
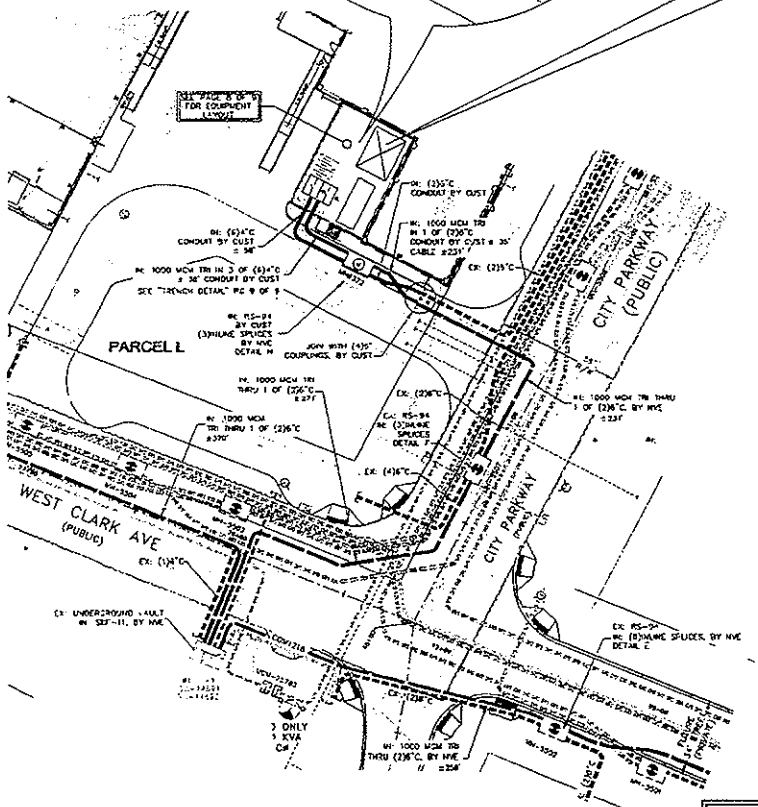
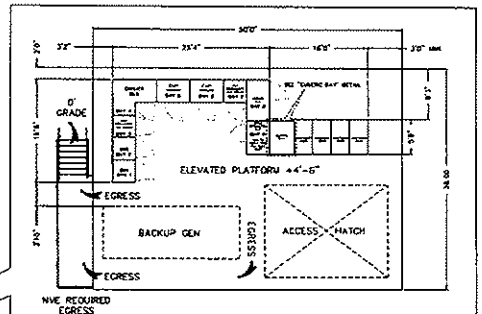
NVEnergy
UP--LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE
PROJ ID: 185886
SCALE: 1" = 30'
SHEET #: 7 OF 9
DATE: 05/12/2009

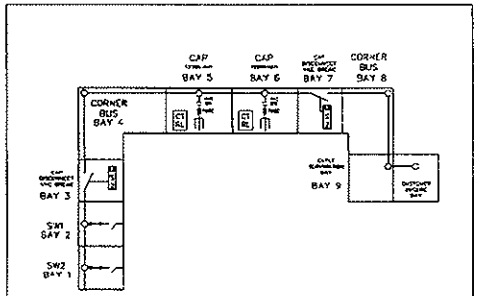




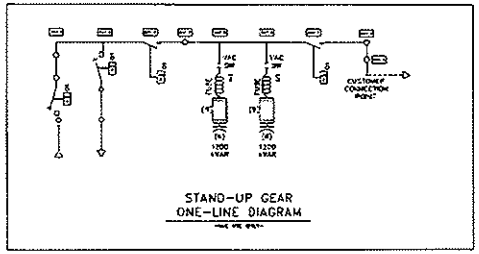
EQUIPMENT LOCATION
—NOT TO SCALE – FOR NVE USE ONLY—



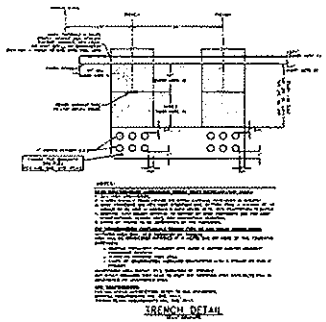
EQUIPMENT LAYOUT
—NVE USE ONLY—



STAND-UP GEAR LAYOUT
—NVE USE ONLY—

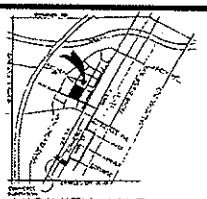


STAND-UP GEAR
ONE-LINE DIAGRAM
—NVE USE ONLY—



TRENCH DETAIL
—NVE USE ONLY—

T.R.S: 20G1-33
APN: 135



VICINITY MAP
(NOT TO SCALE)

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REVISIONS

NO.	DESCRIPTION	DATE	C.A.

TYPE OF EASEMENT:

JPA NOTES:
EMBARQ CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
TO SET NEW POLES
TO SNAKE NEW POLES
TO PROVE ___ POLES
CT. CLASS ___
CT. CLASS ___
CT. CLASS ___
TO DIG POLE HOLES
TO REMOVE EX. POLES
OTHER: N/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL YENOR
DCA: N/A
INSPECTOR: 374-2225
STAND BY: 402-4137,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: LV PERFORM'G ARTS FOUNDATION
ENGINEER: MSA
CONTACT: SHANE SAVOY
APPROVAL DATE:

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

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PURPOSE OF PROJECT:
PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER 12.47kV SERVICE

CITY OF LAS VEGAS PERMIT REQUIRED*
CONTACT CLV LAND DEVELOPMENT (229-6297)
CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6297)
*NVE INSPECTION MUST BE NOTIFIED BY 7AM, 48 HOURS PRIOR TO COMMENCING CONSTRUCTION. CONTACT CITY OFFICE FOR WORK DONE IN STREETS OR ROADWAY. PAY PERMIT TO: LAS VEGAS SOUTH (SPRING VALLEY) 702-594-8000 LAS VEGAS NORTH 702-229-6251

CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR: 184176
185345 DS588

APPROVED FOR CONSTRUCTION
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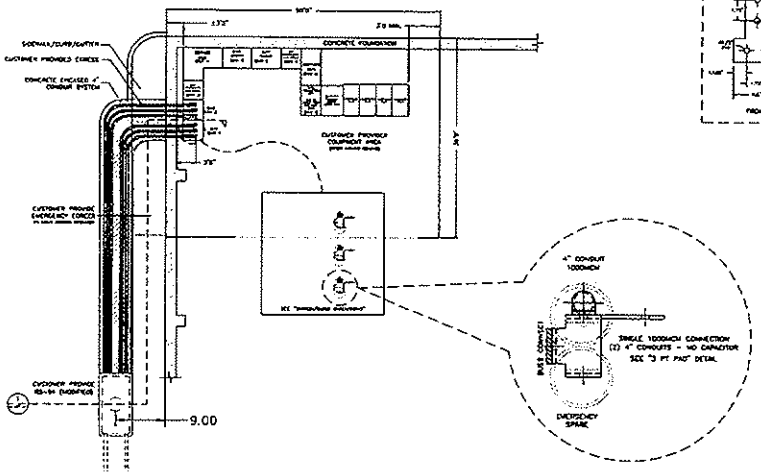
APPROVAL DATE

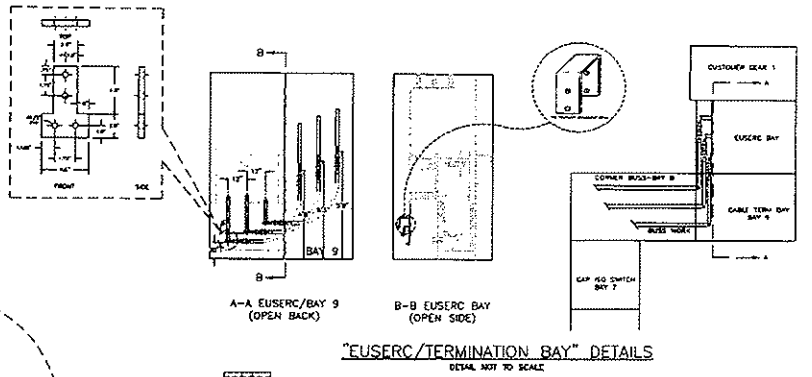
CIVIL LINETYPE LEGEND

NVEnergy

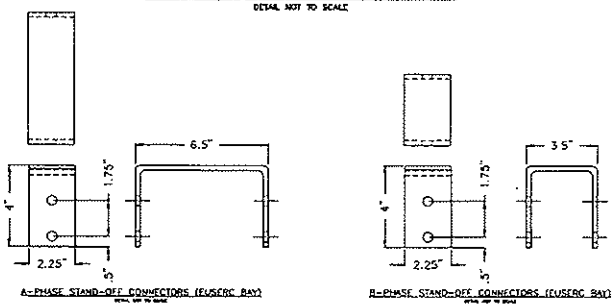
UP-LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE

PROJ. ID: 185886 | SCALE: 1" = 30'
SHEET #: 8 OF 9 | DATE: 05/12/2009





"EUSERC/TERMINATION BAY" DETAILS
DETAIL NOT TO SCALE



A-PHASE STAND-OFF CONNECTORS (EUSERC BAY)
B-PHASE STAND-OFF CONNECTORS (EUSERC BAY)

"STAND-OFF CONNECTORS" DETAILS
DETAIL NOT TO SCALE

APPROVED FOR CONSTRUCTION
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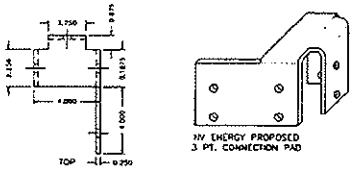
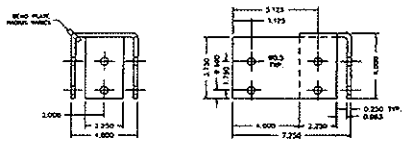
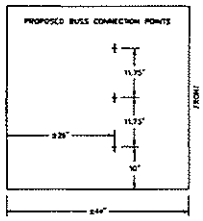
APPROVAL _____ DATE _____





"3 PT. PAD"
DETAIL NOT TO SCALE



"SWITCH/BUSS DIMENSIONS" DETAIL
DETAIL NOT TO SCALE

1 TRENCH/EQUIPMENT CUT-AWAY
DETAIL NOT TO SCALE

CITY OF LAS VEGAS PERMIT REQUIRED
CONTACT CLV LAND DEVELOPMENT (259-4977) CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6297)

THE INSPECTOR SHALL BE NOTIFIED BY CALL 48 HOURS PRIOR TO COMMENCING CONSTRUCTION & SHALL VERIFY EXIST PERMIT FOR WORK DONE WITHOUT A PERMIT OR UNDERBILL. PAY PERMIT FEE

LAS VEGAS VALLEY WATER DISTRICT (258-3151)
LAS VEGAS SEWER CONSTRUCTION (229-6297)

PURPOSE OF PROJECT:
PROVIDE PRIMARY SERVICE TO NEW COMMERCIAL CENTER
12.47kV SERVICE

CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 184176 185345 DSC88

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT		
EDGE OF WASH		
SEWER LINE		
WATER LINE		
GAS LINE		
TELEPHONE LINE		
CABLE TV LINE		
STORM DRAIN LINE		
FIRE HYDRANT		
STREET LIGHT SERVICE		



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CALL BEFORE YOU DIG OVERHEAD
CALL 1-702-402-2929

Call 811
1-800-227-2600
1-702-455-7544

REVISIONS

NO	DESCRIPTION	DATE	O.A.

TYPE OF EASEMENT:
SIGNAL
STANDARD
12/4-31
UNDERGROUND
U.S. DAILY UNDERGROUND
R.C.E. /R/W-S-CONV
SAN PARTY
UNDERGROUND BY EXHIBIT
(N-DOT) PERMIT
(M.W) PERMIT
RAILROAD-UPRR-PERMIT
SO. NEVADA WATER PERMIT
NOT REQUIRED
Misc. Info

JPA NOTES:
ENGARO CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
_____ TC SET NEW POLES
_____ TC STAKE NEW POLES
_____ TC PROVIDE _____ POLES
_____ TT CLASS _____
_____ TT CLASS _____
_____ TT CLASS _____
_____ TC DIG POLE HOLES
_____ TC REMOVE EX. POLES
JPA#: N/A

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: PATRICIA BROWN
PHONE: 402-4335
DESIGNER: MICHAEL YENOR
DCA: N/A
INSPECTOR: 378-3725
STAND BY: 402-4137,402-4116,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: LV PERFORM'G ARTS FOUNDATION
ENGINEER: NSA
CONTACT: SHANE SAVOY
APPROVAL DATE:

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

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NVEnergy

UP-LAS VEGAS PERFORMING ARTS CENTER
100 GRAND CENTRAL AVE

PROJ ID: 185886 | SCALE: 1" = 30'
SHEET #: 9 OF 9 | DATE: 05/12/2009

Exhibit B
Cost Worksheet

[Attached]

NV ENERGY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000185886 Title: UNION PK. LV PERFORMING ARTS C Units: 1 KVA: 6,000

Contract Type: Large Project Service Coordinator: PATRICIA BROWN Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$125,385	$125,385	$0	$0
Material & Overhead	$342,066	$342,066	$0	$0
DCA	$0	$0	$0	$0
Trenching	$0	$0	$0	$0
Permits	$11,850	$11,850	$0	$0
Salvage	$0	$0	$0	$0
Other Fixed	$350,000	$350,000		
Total	**$829,301**	**$829,301**	**$0**	**$0**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$829,301	Applicant Non-Refundable Cost	$0
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$0
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$0**
Refund Subject To Allowance	$829,301	Excess Allowance	$0
Allowance	$606,000	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$0**
Adjusted Applicant Cost	**$223,301**		
		Amount Not Subject to Excess Allowance	$0
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$223,301**	**Total Non-Refundable Cost**	**$0**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$0
		Total Non-Taxable Non-Refundable Cost	**$0**
		Total Taxable Non-Refundable Cost	**$0**

ADVANCE SUMMARY

Advance Subject to Refund	
Non-Taxable Advance	$0
Taxable Advance	$223,301
Tax	$41,311
Total Advance Subject to Refund	**$264,612**
Non-Refundable Advance	
Non-Taxable Advance	$0
Taxable Advance	$0
Tax	$0
Trench Tax	$2,744
Total Non-Refundable Advance	**$2,744**
Total Advance	**$267,356**

Current Tax Rate 18.5000%

Total Non-Taxable	$223,301
Total Taxable (Less Tax)	$44,055
Total Tax	
Total Advance	**$267,356**
DIA Credit	0
Total Advance Due	**$267,356**

Date Printed 1/7/2010

NVEnergy

01/07/2010

CITY OF LAS VEGAS
400 N. STEWART AVE
LAS VEGAS, NV 89101

RE: Project LPS - Large Project Service Agreement, Project ID #0000185886

Dear Applicant:

Attached for your review and signature is the LPS - Large Project Service Agreement ("Agreement") for your new development project. After 90 days, the Agreement is no longer open to acceptance, and NV Energy may provide you with a new contract with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event NV Energy cancels the project, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

Should you have any other questions regarding this Agreement, please contact me at 702/402-4335 .

Sincerely,

PATRICIA BROWN

Enclosure as noted

NVEnergy

NEW BUSINESS INVOICE

Contract remittance sheet for Project # 0000185886

Contract Amount Due: $ 267,356

Date Issued: 01/07/2010

Project Name: UNION PK. LV PERFORMING ARTS C

Contract Type: LPS

Customer Address: CITY OF LAS VEGAS 400 N. STEWART AVE LAS VEGAS, NV 89101

Customer Phone:

Customer Fax:

Customer Email:

Project Coordinator: PATRICIA BROWN

Phone Number: 702/402-4335

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	223,301	0	41,311	264,612
Non-Refundable	0	0	2,744	2,744
			Total Advance:	$267,356
			DIA Credit:	0
			Total Advance Due:	$267,356

Please remit with payment two (2) signed contracts, one (1) signed tax sheet, other necessary project documentation as directed by your project coordinator.

NV Energy must receive all of the above before the project will be scheduled for construction.

The contract and the above stated contract amount due become void if the contracts, tax sheet, and payment for the above contract are not returned to NV Energy's New Business Contract Administration with the appropriate signatures within ninety (90) days of customer receipt of these documents.

Remittance Instructions:

1. Make checks payable to NV Energy.
2. Write your project # (shown above) on the check.
3. Please remit this invoice along with payment for the balance due, two (2) signed contracts, one (1) signed tax sheet, by mail or in person to the following location:

New Business Contract Administration
New Development Center - NV Energy
7155 Lindell Road, MS B54RN
Las Vegas, NV 89118

Contact the New Business Contract Administration at (702) 633-8636 with any questions or concerns. Thank you!

NV ENERGY
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer:

Project Name: UNION PK. LV PERFORMING ARTS C Project ID: 0000185886

Contract No.: Tax ID: Version: No 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 18.5000%

A) SUBJECT TO REFUND TAXABLE AMOUNT (252.000, 107.000)

☐ CONTRACTS - MP (252.000)	
☒ CONTRACTS LEA (107.000)	223,301
☐ ATTACHMENT LE/LEA/MP (252.000)	
Total (A):	223,301

B) SUBJECT TO REFUND TAX (253.000, 253.030)

(A)	X	18.5000	=		(253.000)
		18.5000	=	41,311	(253.030)

D) NON-REFUNDABLE TAX (253.030)

(C) X 18.5000 = 0

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

☐ CONTRACT - CIAC OVER 20,000	
☐ CIAC (RELOCATION) UNDER 20,000	
☐ EXPEDITED SERVICE REQUEST	
☐ UTILITY SHARED TRENCH	
☐ CUSTOMER REVISION	
☐ CUSTOMER UPGRADE	
☐ ATTACHMENT TO EXISTING LE/MP	
Total (C):	0

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution: 14,832 X 18.5000

(Trench Tax) = 2,744

F) SUBJECT TO REFUND / NON-TAXABLE AMOUNT (252.000, 107.000)

Total (F1):		(252.000)
☐ DIA ADVANCE		(107.000)
Total (F2):		(107.000)

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

☐ PUBLIC GOOD OVER 20,000	
☐ PUBLIC GOOD UNDER 20,000	
☐ TEMPORARY POWER	
☐ EXPEDITED SERVICE REQUEST	
☐ CANCELLATION	
Total (G):	0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

☐ CONTRACT CIAC REMOVAL OVER 20,000	
☐ NO CONTRACT REMOVAL UNDER 20,000	
☐ EXPEDITED SERVICE REQUEST	
☐ CUSTOMER REVISION	
Total (H):	0

Total A.1) SUBJECT TO REFUND TAXABLE (252.000)	**A.1 =**	0
Total A.2) SUBJECT TO REFUND TAXABLE (107.000)	**A.2 =**	223,301
Total B.1) SUBJECT TO REFUND TAX (253.000)	**B.1 =**	0
Total B.2) SUBJECT TO REFUND TAX (253.030)	**B.2 =**	41,311
Total C) NON-REFUNDABLE TAXABLE (107.000)	**C =**	0
Total D) NON-REFUNDABLE TAX (253.030)	**D =**	0
Total E) NON-REFUNDABLE TAX (253.090)	**E =**	2,744
Total F.1) SUBJECT TO REFUND / NON-TAXABLE (252.000)	**F.1 =**	0
Total F.2) SUBJECT TO REFUND / NON-TAXABLE (107.000)	**F.2 =**	0
Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)	**G =**	0
Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)	**H =**	0
Total Advance	**Customer Advance =**	267,356
	DIA Credit =	0
	Total Advance Due =	267,356

Please make check payable to NV Energy.

Advance subject to refund plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____ Date: _____

NV ENERGY: _____ Date: _____

Rev. 01/28/09

Exhibit C
Allowance Worksheet

[Attached]

NEVADA POWER COMPANY
Allowance Calculations ("Exhibit C")

Project ID - 0000185886 Project Title -- UNION PK. LV PERFORMING ARTS C

Existing Schedule
LoadSw Type

N	LGS-WP-Primary service	6,000.00KVA	X	$101.00	(Allowance Multiplier)	=	ELEPA	$606,000.00
	100% (Build-Out Factor)	6,000.00KVA	X	$101.00	(Allowance Multiplier)	=	Initial Allowance	$606,000.00
		6,000.00KVA	X	$0.00	(MP RefundMultiplier)	=	MP Refund Amount	$0.00

Total ELEPA	$606,000.00
Total Initial Allowance	$606,000.00
Total MP Refund	$0.00

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance
The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.
Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor
A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rule 9 Line Extension Agreement between the City Parkway V, Inc. and Nevada Power Company doing business as NV Energy for installation of power facilities for the Symphony Park Phase I Infrastructure (NVE Project Number 185345) located at Symphony Park near Grand Central Parkway and Bonneville Avenue ($375,600 - General Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $375,600
Funding Source: General Capital Projects Fund
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is currently working with NV Energy to design and construct the utility improvements associated with NVE Project Number 185345. This agreement will provide for the required distribution facility installation and design for final connection throughout the Symphony Park development.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement No. LEA0000185345A

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: LEA0000185345A
PID: 0000185345
Date Prepared: 06/01/2010

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and **CITY PARKWAY V, INC., a(n) Nevada nonprofit corporation,** ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension,**" as defined in Rule 1, for the purpose of receiving electric service to its Development.

C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

1.1 Line Extension. In order to provide 110 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled SYMPHONY PARK PH I- AKA UNION and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$153,089.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$375,600.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$.00** and a taxable, non-refundable cost of **$.00**. If the Estimated CIAC is greater than $20,000, it is subject to Cost True-up.

(B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$88,091.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **$.00**.

(C) Tax Effect. The estimated Tax Effect is:

(1) Advance Subject to Refund. A Tax Effect relating to the Advance Subject to Refund in the amount of **$30,832.00**. This Tax Effect is subject to refund.

(2) CIAC. A Tax Effect relating to CIAC in the amount of **$.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.

(3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and

substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$256,677.00**. This Tax Effect is not subject to refund.

1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **$20,838.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$17,247.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.

1.5 Payment. Applicant must pay Utility **$375,600.00** upon delivery of the signed Agreement. When calculating this payment, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.

1.6 Related Projects and Contracts

(A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title

(B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Contract No.	Dated	Expiration	Title

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.

2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.

2.4 Sources of Power. The sources of power to the Development are subject to change, at Utility's discretion.

2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.

2.6 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.

3.2 [RESERVED]

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from $0 to the balance of the Advance Subject to Refund. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.

3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Line Extension Project Allowance, Utility will perform an Allowance True-Up 18 months after the Effective Date and calculate any Excess Allowance in accordance with the Allowance True-Up.

3.6 Performance of Cost True-Up. In its discretion and at any time, Utility may perform a Cost True-Up. If the Estimated CIAC is greater than $20,000, Utility will perform a Cost True-Up after all Costs have been recorded.

3.7 Return of Overpayments and Invoices Associated with Accounting Adjustments. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or return any overpayment to Applicant. If Utility does not perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**").

(A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or increases the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

(B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 0000185345 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, liabilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction or installation of the facilities and equipment.

(B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;

(B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;

(C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and

(E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies; Survival. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. **Property Rights; Ownership and Lien Release(s)**

6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.

6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that spare conduit be installed in connection with this Agreement and pays the Costs associated with that conduit, Utility is not required to reserve that conduit for Applicant and may use it for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit.

6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. **Guarantees**

7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following completion of the Line Extension Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.

7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 30 days of receiving an invoice from Utility.

7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's

expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

8. Default

8.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

9.3 Protection of Confidential Information.

(A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any person or entity except as expressly provided in this Section or as otherwise approved in writing in advance by Utility.

(B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this Section will also apply to the receipt of non-public information that Applicant should reasonably recognize as being confidential.

(C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.

9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to and discuss Confidential Information with its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, that the Other Party signs an

agreement in a form acceptable to Utility in which the Other Party agrees to be bound by the terms of this "Confidentiality" Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.

9.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, Applicant must provide prompt written notice to Utility's legal department of any such requirement and seek a protective order preventing or limiting disclosure.

9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.

10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance

contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

13.1 Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claims, losses, costs, suits, judgments, damages, and expenses, including but not limited to attorneys' fees, that arise from or are based upon (A) Applicant's breach of any representation, warranty, or undertaking under the Agreement, (B) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement, and (C) bodily injury to or death of any person (including employees of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Utility, unless caused solely by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this Section.

13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.

13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with

jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

14. Term and Termination

14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds, returns of overpayments, or moneys after the termination of this Agreement.

14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4;

(C) Obligations under Section 4.7;

(D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;

(E) Obligations under Section 6;

(F) Obligations under Section 7;

(G) Obligations under Section 9;

(H) Obligations that arise under Section 13.1; and

(I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6 and Section 15 continue to apply to this Section.

15. Notices

15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
PATRICIA BROWN
Physical Address: NORTH DISTRICT OFFICE
7155 LINDELL ROAD
LAS VEGAS, NV 89118

Mailing Address: 6226 W. SAHARA AVE
P.O. BOX 98910
LAS VEGAS NV 89151-0001
MS B90SD
Telephone No.: 702/402-6812
Fax No.:
Email Address: brownpn@nvenergy.com

Applicant:
CITY PARKWAY V, INC.
DAVE BOWERS
Physical Address: 400 E. STEWART AVE.
9TH FLOOR
LAS VEGAS, NV 89101

Mailing Address:

Telephone No.:
Fax No.:
Email Address:

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; litigation guarantees; appraisals; attorneys' fees and expenses; acquisition of and compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date. This time period is generally based on Applicant's annual peak load.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: The date this Agreement is last signed below.

16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will remit to Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).

16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.

16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.

16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.

16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.

16.23 Property: The premises owned or controlled by Applicant commonly known as 100 GRAND CENTRAL PARKWAY and further described as being within 13934110003.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules. .

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 06/01/2010.

16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: LEA0000185345A
PID: 0000185345
Date Prepared: 06/01/2010

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: IVORY BLUE

Title: Suprv, Design, New Business LVN

Date: _____

APPLICANT:

CITY PARKWAY V, INC.

By: _____

Printed Name: ELIZABETH N. FRETWELL

Title: PRESIDENT

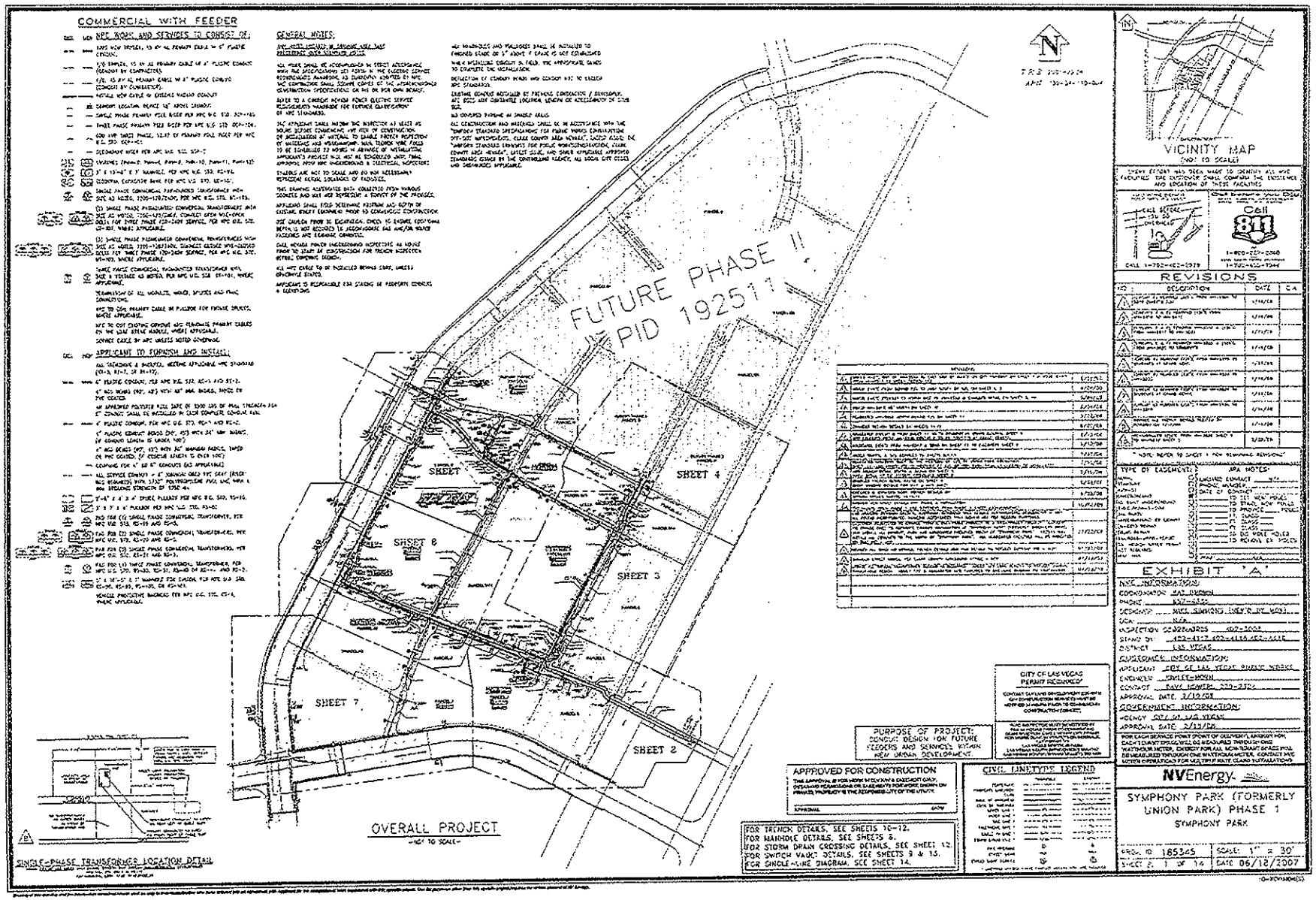
Date: _____

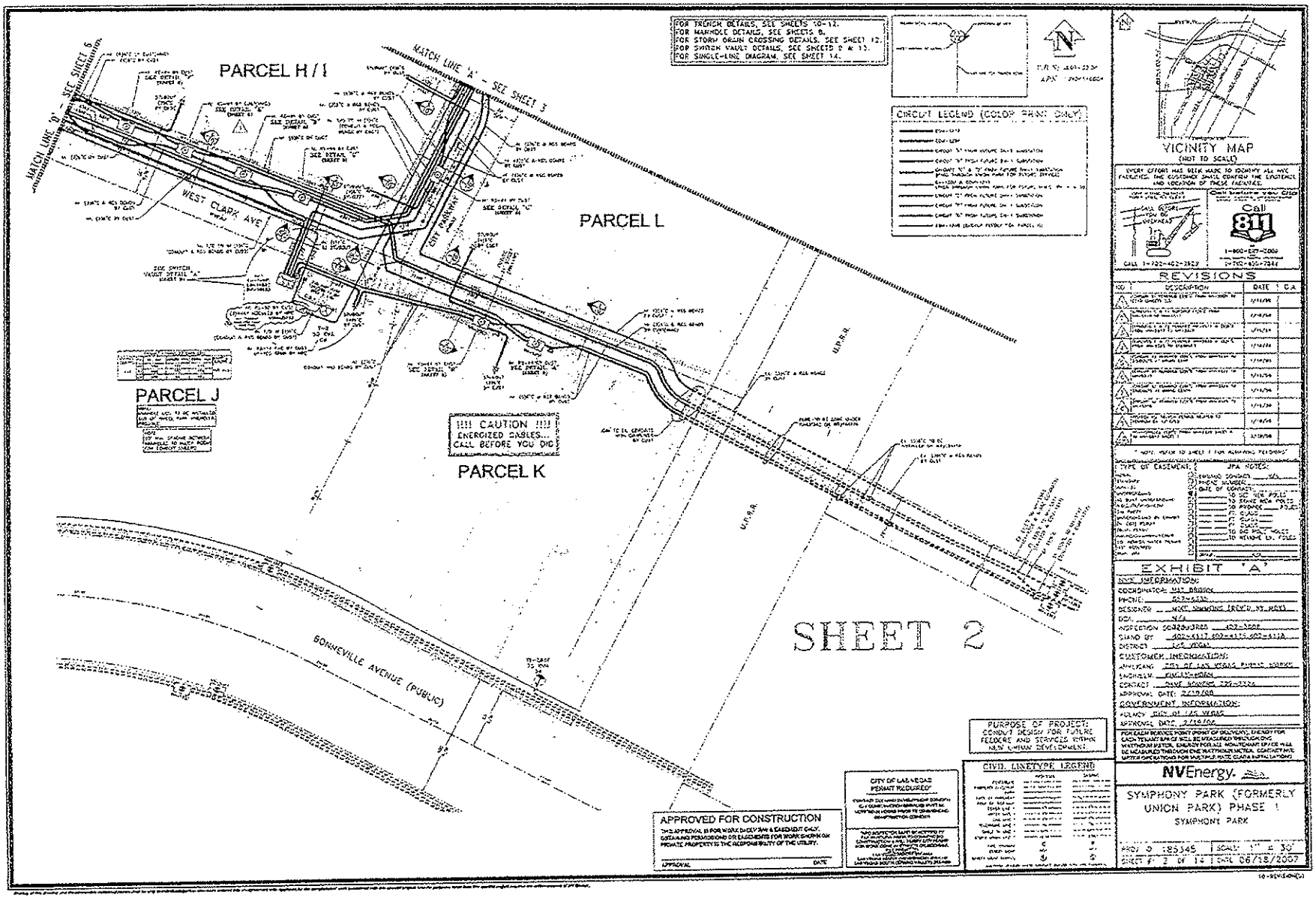
Approved as to form

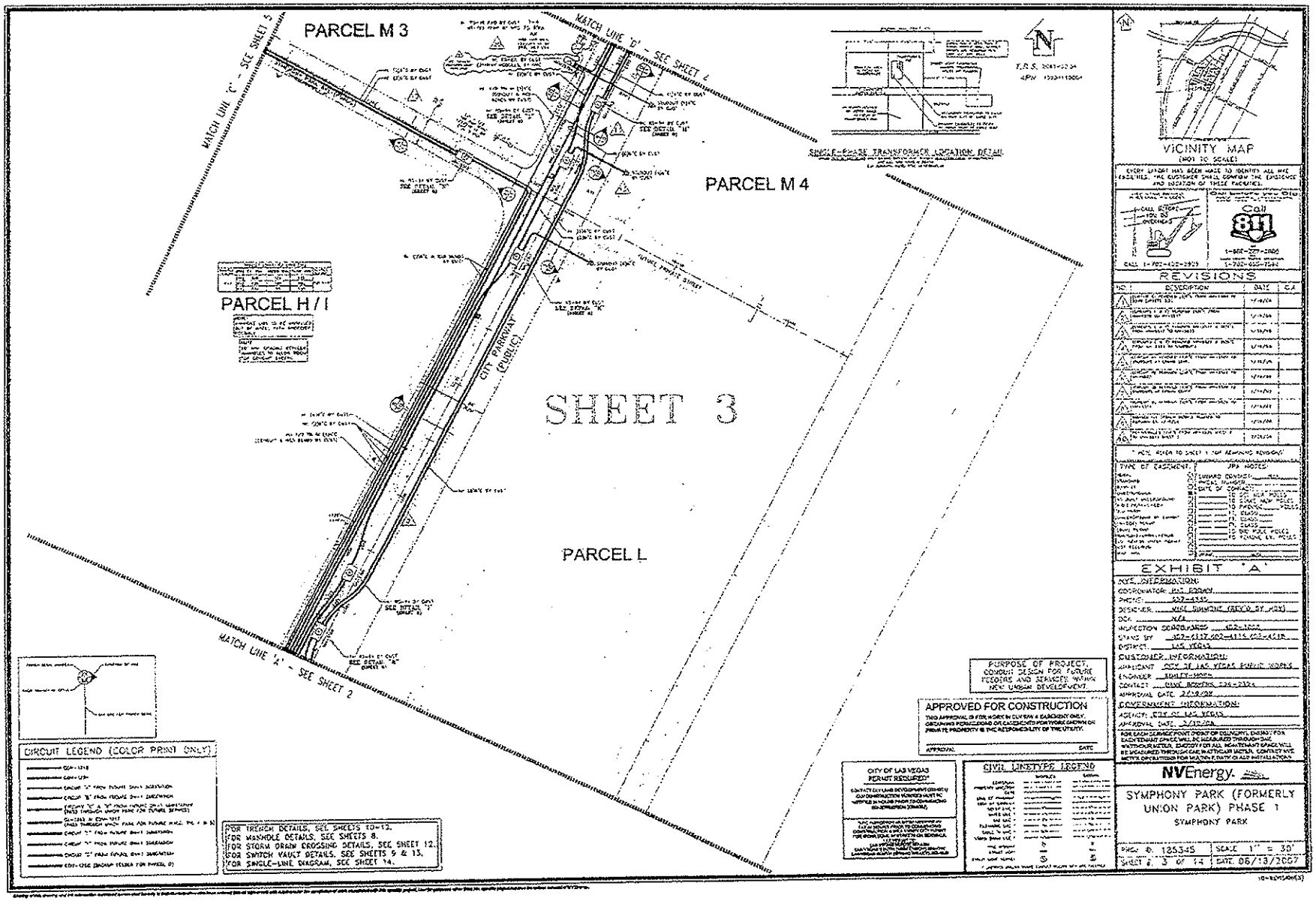
John S. Ridilla 6/30/10
John S. Ridilla Date
Deputy City Attorney

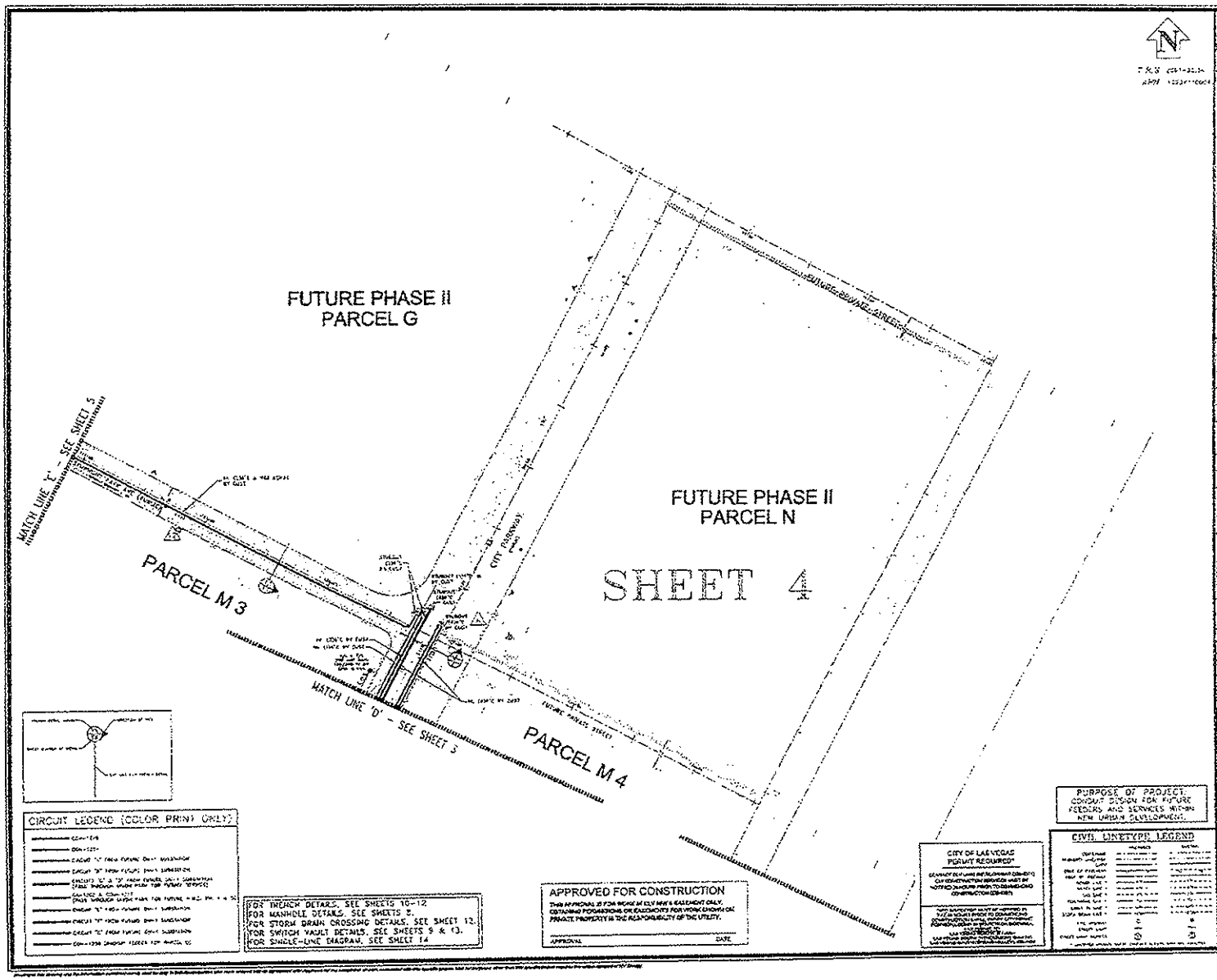
Exhibit A
Design

[Attached]


COMMERCIAL WITH FEEDER
NOTE: WORK AND SERVICES TO CONSIST OF:
APPLICANT TO FURNISH AND INSTALL:
GENERAL NOTES:
FUTURE PHASE II
PID 19251
SHEET 1
SHEET 2
SHEET 3
SHEET 4
SHEET 6
SHEET 7
OVERALL PROJECT
- NOT TO SCALE -
SINGLE-PHASE TRANSFORMER LOCATION DETAIL
VICINITY MAP
(NOT TO SCALE)
REVISIONS
TYPE OF EASEMENT:
EXHIBIT "A"
PURPOSE OF PROJECT:
CONDUIT DESIGN FOR FUTURE FEEDERS AND SERVICES WITHIN NEW URBAN DEVELOPMENT
CITY OF LAS VEGAS PERMIT REQUIRED
APPROVED FOR CONSTRUCTION
CIVIL LINETYPE LEGEND
FOR TRENCH DETAILS, SEE SHEETS 10-12.
FOR MANHOLE DETAILS, SEE SHEETS 6.
FOR STORM DRAIN CROSSING DETAILS, SEE SHEET 12.
FOR SWITCH VAULT DETAILS, SEE SHEETS 9 & 13.
FOR SINGLE-LINE DIAGRAM, SEE SHEET 14.
NVEnergy
SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1
SYMPHONY PARK
PROJ. ID 185345
SCALE: 1" = 30'
SHEET 1 OF 14
DATE 06/18/2007


PARCEL H / I
PARCEL L
PARCEL J
PARCEL K
WEST CLARK AVE
MATCH LINE 'A' - SEE SHEET 3
MATCH LINE 'B' - SEE SHEET 5
!!!! CAUTION !!!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG
BONNEVILLE AVENUE (PUBLIC)
U.P.R.R.
SHEET 2
FOR TRENCH DETAILS, SEE SHEETS 10-12.
FOR MANHOLE DETAILS, SEE SHEETS 8.
FOR STORM DRAIN CROSSING DETAILS, SEE SHEET 12.
FOR SWITCH VAULT DETAILS, SEE SHEETS 9 & 13.
FOR SINGLE-LINE DIAGRAM, SEE SHEET 14.
CIRCUIT LEGEND (COLOR PRINT ONLY)
VICINITY MAP
(NOT TO SCALE)
Call 811
REVISIONS
EXHIBIT 'A'
APPROVED FOR CONSTRUCTION
PURPOSE OF PROJECT:
CONDUIT DESIGN FOR FUTURE
FEEDERS AND SERVICES WITHIN
NEW UNION DEVELOPMENT.
CIVIL LINETYPE LEGEND
NVEnergy
SYMPHONY PARK (FORMERLY
UNION PARK) PHASE 1
SYMPHONY PARK


PARCEL M 3
PARCEL M 4
PARCEL H / I
PARCEL L
SHEET 3
MATCH LINE 'C' - SEE SHEET 5
MATCH LINE 'D' - SEE SHEET 4
MATCH LINE 'A' - SEE SHEET 2
CITY PARKWAY (PUBLIC)
SINGLE-PHASE TRANSFORMER LOCATION DETAIL
VICINITY MAP
(NOT TO SCALE)
REVISIONS
EXHIBIT 'A'
CIRCUIT LEGEND (COLOR PRINT ONLY)
FOR TRENCH DETAILS, SEE SHEETS 8.
FOR MANHOLE DETAILS, SEE SHEETS 8.
FOR STORM DRAIN CROSSING DETAILS, SEE SHEET 12.
FOR SWITCH VAULT DETAILS, SEE SHEETS 9 & 13.
FOR SINGLE-LINE DIAGRAM, SEE SHEET 14.
PURPOSE OF PROJECT:
CONDUIT DESIGN FOR FUTURE FEEDERS AND SERVICES WITHIN NEW UNION DEVELOPMENT.
APPROVED FOR CONSTRUCTION
CITY OF LAS VEGAS PERMIT REQUIRED
CIVIL LINETYPE LEGEND
NVEnergy
SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1
SYMPHONY PARK
PROJ. #: 185345
SCALE: 1" = 30'
SHEET # 3 OF 14
DATE: 06/13/2007





EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONTROL THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DO OVERHEAD

CALL 1-800-227-2600

Call 811

1-800-227-2600

REVISIONS

NO	DESCRIPTION	DATE	C.A.
1	[illegible]	[illegible]	
2	[illegible]	[illegible]	
3	[illegible]	[illegible]	
4	[illegible]	[illegible]	
5	[illegible]	[illegible]	
6	[illegible]	[illegible]	
7	[illegible]	[illegible]	
8	[illegible]	[illegible]	
9	[illegible]	[illegible]	

* NOTE: REFER TO SHEET 1 FOR REMAINING REVISIONS

TYPE OF EASEMENT:

JPA NOTES:

EXHIBIT "A"

NVE INFORMATION:

COORDINATOR: [illegible]

PHONE: [illegible]

DESIGNER: [illegible]

DCA: [illegible]

INSPECTION SCHEDULING: [illegible]

STAND BY: [illegible]

DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:

APPLICANT: CITY OF LAS VEGAS PUBLIC WORKS

ENGINEER: KIMLEY-HORN

CONTACT: [illegible]

APPROVAL DATE: [illegible]

GOVERNMENT INFORMATION:

AGENCY: CITY OF LAS VEGAS

APPROVAL DATE: [illegible]

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL MAINTENANCE SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE MEMBER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

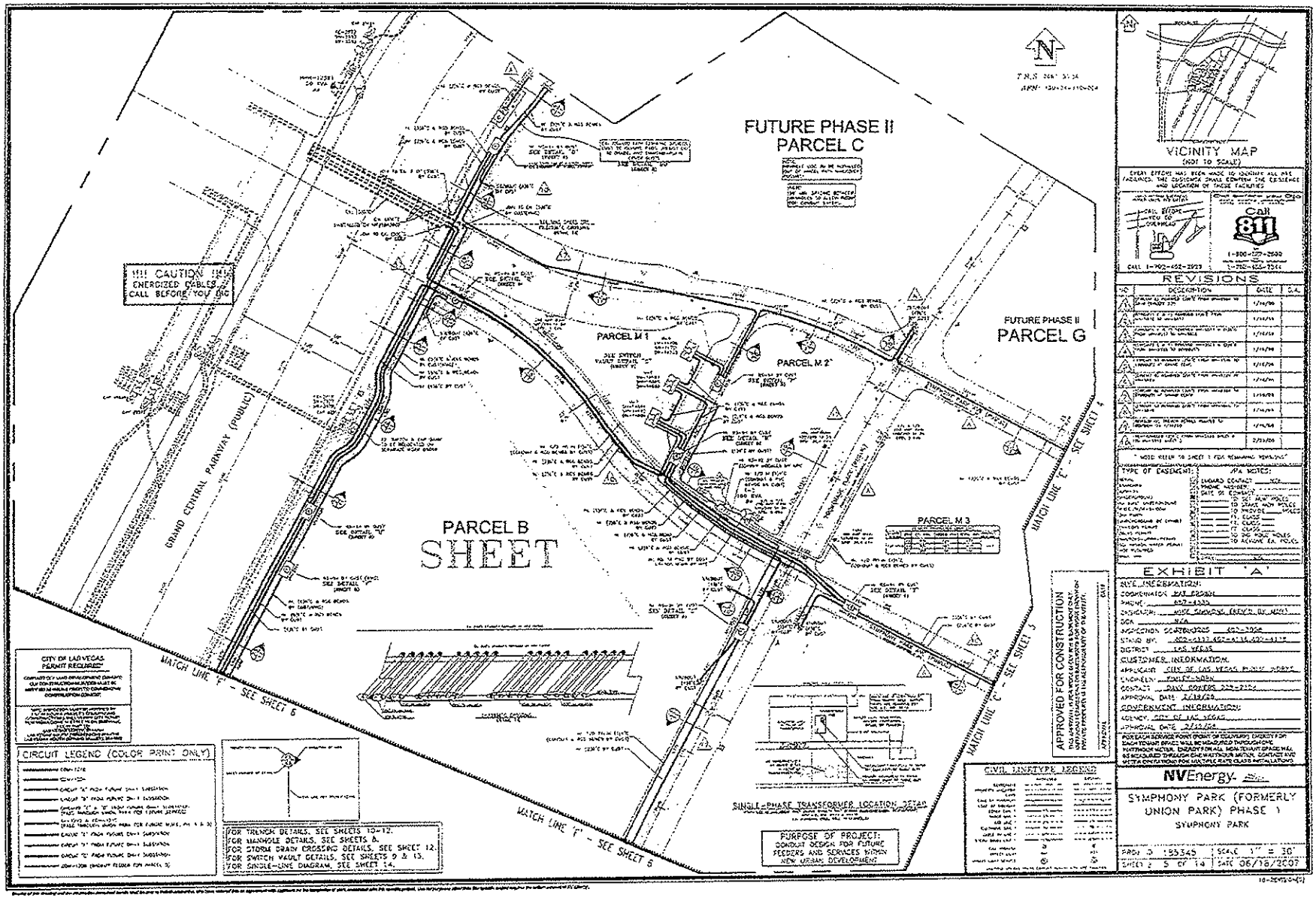
NVEnergy

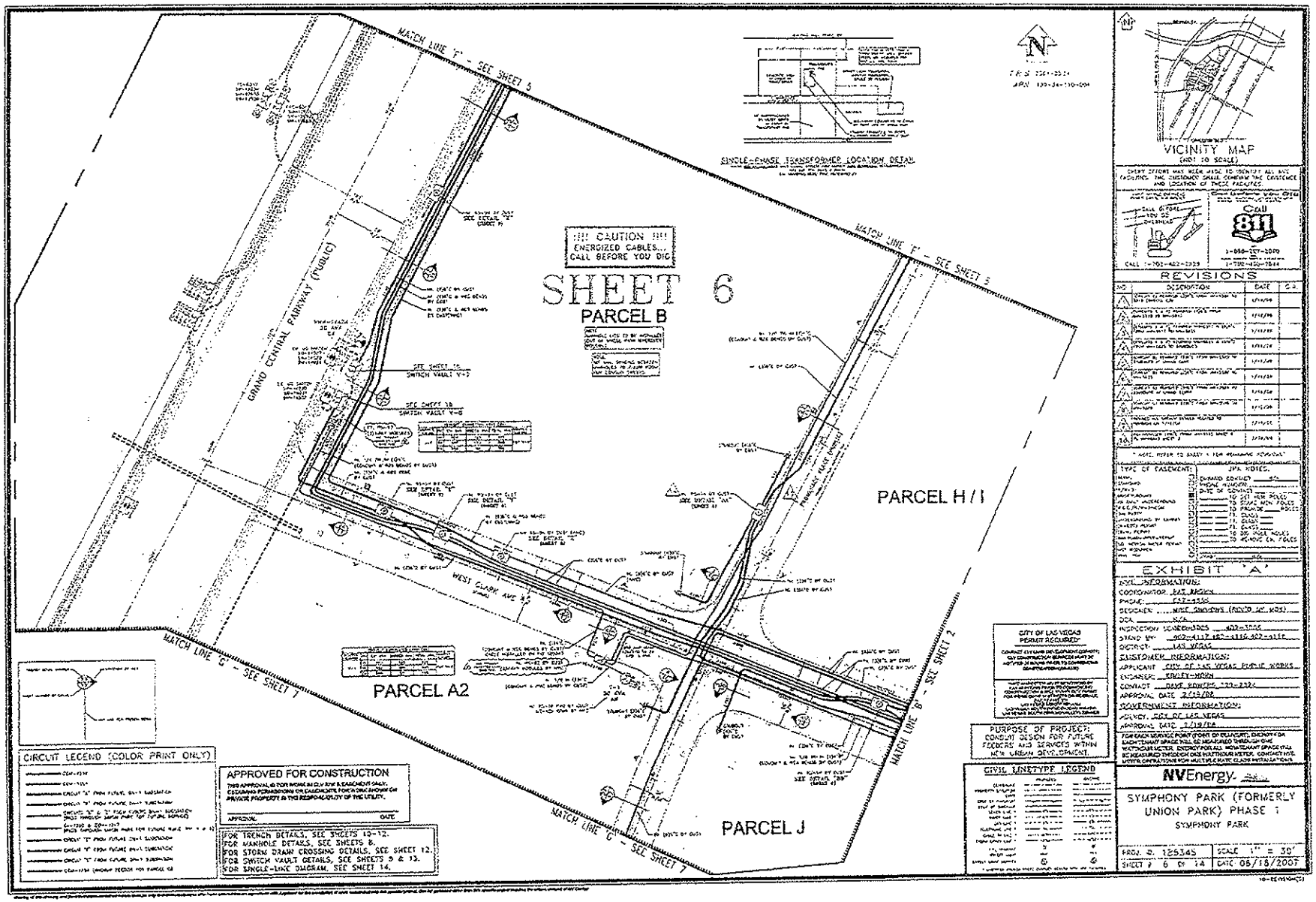
SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1

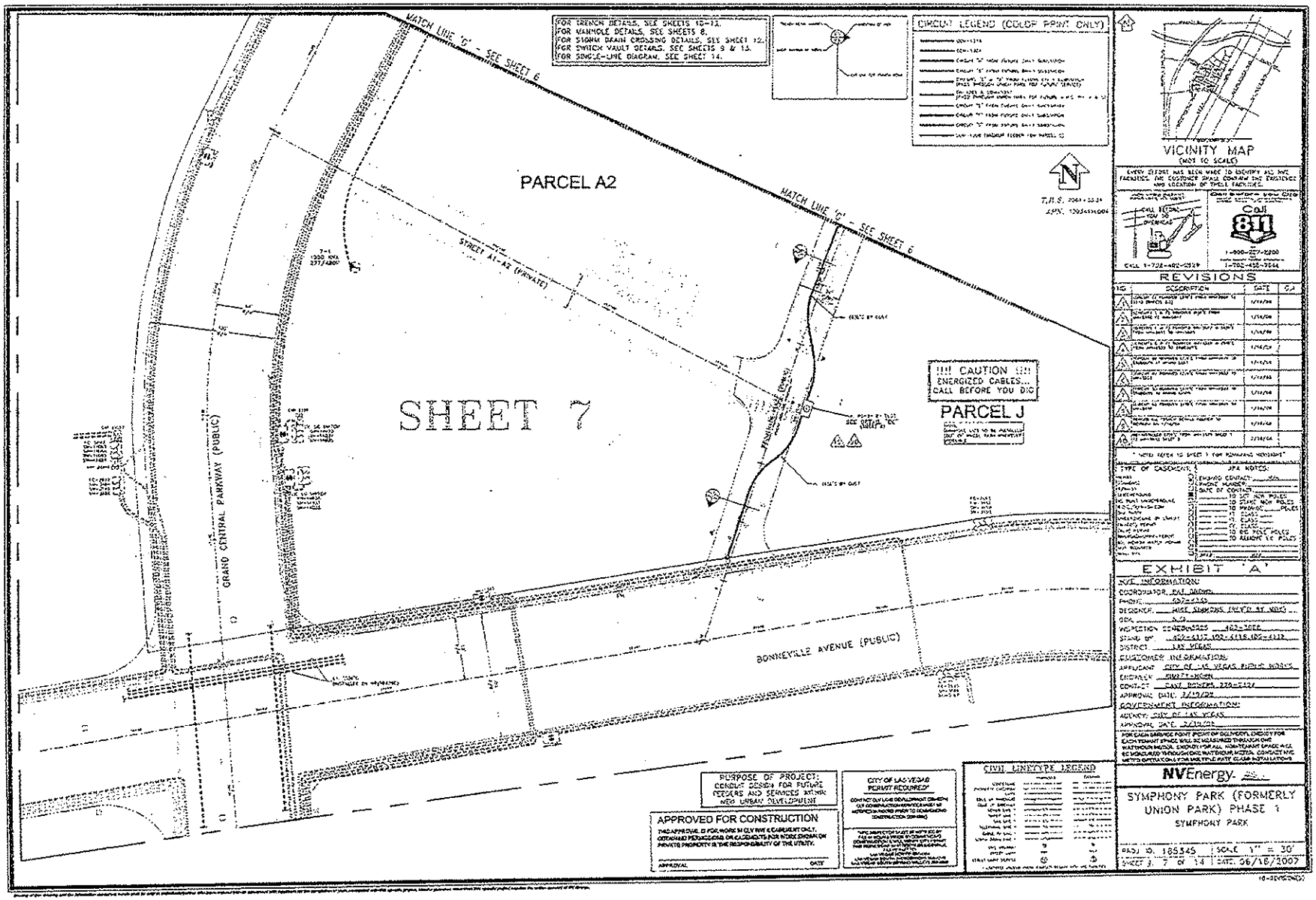
SYMPHONY PARK

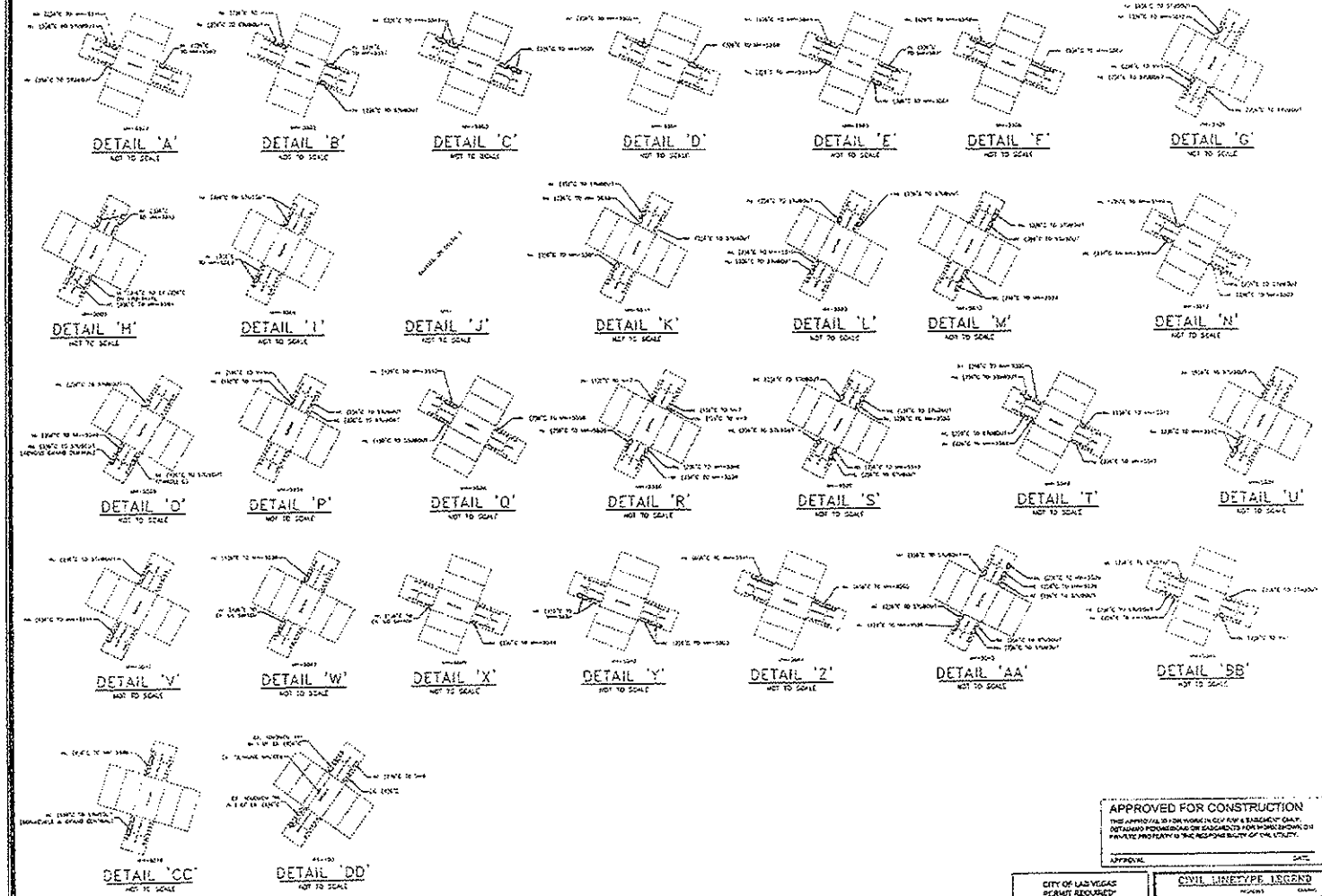
PROJ. ID: 185345 | SCALE: 1" = 50'

SHEET 4 OF 14 | DATE: 06/18/2007


FUTURE PHASE II
PARCEL C
FUTURE PHASE II
PARCEL G
PARCEL M 1
PARCEL M 2
PARCEL M 3
PARCEL B
SHEET
GRAND CENTRAL PARKWAY (PUBLIC)
!!!! CAUTION !!!!
ENERGIZED CABLES
CALL BEFORE YOU DIG
MATCH LINE 'F' - SEE SHEET 6
MATCH LINE 'E' - SEE SHEET 4
MATCH LINE 'E' - SEE SHEET 5
MATCH LINE 'F' - SEE SHEET 6
CITY OF LAS VEGAS
PERMIT REQUIRED
CIRCUIT LEGEND (COLOR PRINT ONLY)
FOR TRENCH DETAILS, SEE SHEETS 10-12.
FOR MANHOLE DETAILS, SEE SHEETS 8.
FOR STORM DRAIN CROSSING DETAILS, SEE SHEET 12.
FOR SWITCH VAULT DETAILS, SEE SHEETS 9 & 13.
FOR SINGLE-LINE DIAGRAM, SEE SHEET 14.
SINGLE-PHASE TRANSFORMER LOCATION DETAIL
PURPOSE OF PROJECT:
CONDUIT DESIGN FOR FUTURE
FEEDERS AND SERVICES WITHIN
NEW URBAN DEVELOPMENT
APPROVED FOR CONSTRUCTION
CIVIL LINETYPE LEGEND
VICINITY MAP
(NOT TO SCALE)
Call 811
REVISIONS
EXHIBIT 'A'
NVEnergy
SYMPHONY PARK (FORMERLY
UNION PARK) PHASE 1
SYMPHONY PARK
PROJ. ID 155349
SCALE 1" = 30'
SHEET 2 5 OF 14
DATE 06/18/2007


SHEET 6
PARCEL B
PARCEL H / I
PARCEL A2
PARCEL J
MATCH LINE 'F' - SEE SHEET 5
MATCH LINE 'G' - SEE SHEET 7
MATCH LINE 'B' - SEE SHEET 2
GRAND CENTRAL PARKWAY (PUBLIC)
WEST CLARK AVE
!!!! CAUTION !!!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG
SINGLE-PHASE TRANSFORMER LOCATION DETAIL
CIRCUIT LEGEND (COLOR PRINT ONLY)
APPROVED FOR CONSTRUCTION
FOR TRENCH DETAILS, SEE SHEETS 10-12.
FOR MANHOLE DETAILS, SEE SHEETS 8.
FOR STORM DRAIN CROSSING DETAILS, SEE SHEET 12.
FOR SWITCH VAULT DETAILS, SEE SHEETS 9 & 13.
FOR SINGLE-LINE DIAGRAM, SEE SHEET 14.
CITY OF LAS VEGAS PERMIT REQUIRED
PURPOSE OF PROJECT:
CONSTRUCTION DESIGN FOR FUTURE FEEDERS AND SERVICES WITHIN NEW URBAN DEVELOPMENT.
CIVIL LINETYPE LEGEND
VICINITY MAP
(NOT TO SCALE)
CALL 811
REVISIONS
EXHIBIT 'A'
NVEnergy
SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1
SYMPHONY PARK
PROJ. #: 125345
SCALE: 1" = 30'
SHEET # 6 OF 14
DATE: 05/18/2007


MATCH LINE 'G' - SEE SHEET 6
PARCEL A2
SHEET 7
GRAND CENTRAL PARKWAY (PUBLIC)
BONNEVILLE AVENUE (PUBLIC)
!!! CAUTION !!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG
PARCEL J
FOR TRENCH DETAILS, SEE SHEETS 10-13.
FOR MANHOLE DETAILS, SEE SHEETS 8.
FOR STORM DRAIN CROSSING DETAILS, SEE SHEET 12.
FOR SWITCH VAULT DETAILS, SEE SHEETS 9 & 15.
FOR SINGLE-LINE DIAGRAM, SEE SHEET 14.
CIRCUIT LEGEND (COLOR PRINT ONLY)
VICINITY MAP
(NOT TO SCALE)
REVISIONS
EXHIBIT 'A'
PURPOSE OF PROJECT:
CONDUIT SYSTEM FOR FUTURE FEEDERS AND SERVICES WITHIN NEW URBAN DEVELOPMENT
APPROVED FOR CONSTRUCTION
CITY OF LAS VEGAS
PERMIT REQUIRED
CIVIL LINETYPE LEGEND
NVEnergy
SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1
SYMPHONY PARK
PROJ ID. 185345
SCALE 1" = 30'
SHEET 7 OF 14
DATE 06/18/2007



VICINITY MAP
(NOT TO SCALE)

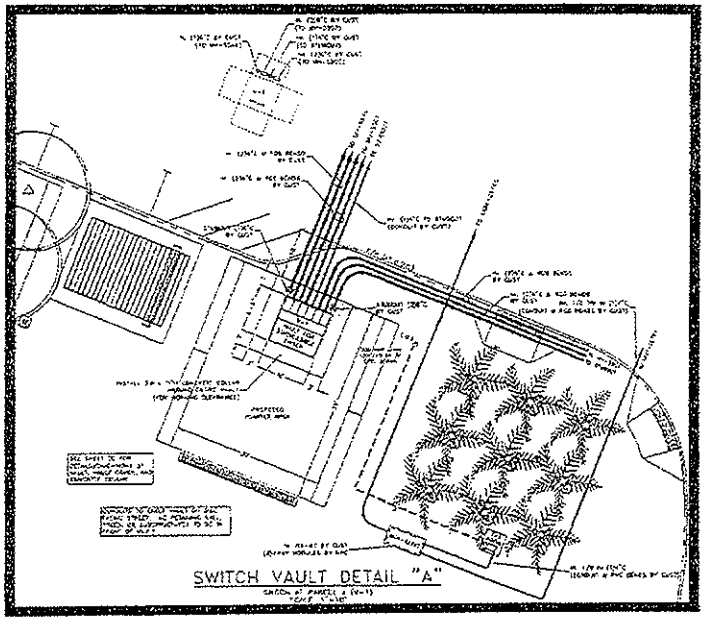
EXISTING UTILITIES AND BENCH MARKS ARE SHOWN AS PER RECORDS. THE CONTRACTOR SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

Call 811
1-800-227-2600
1-702-435-7554

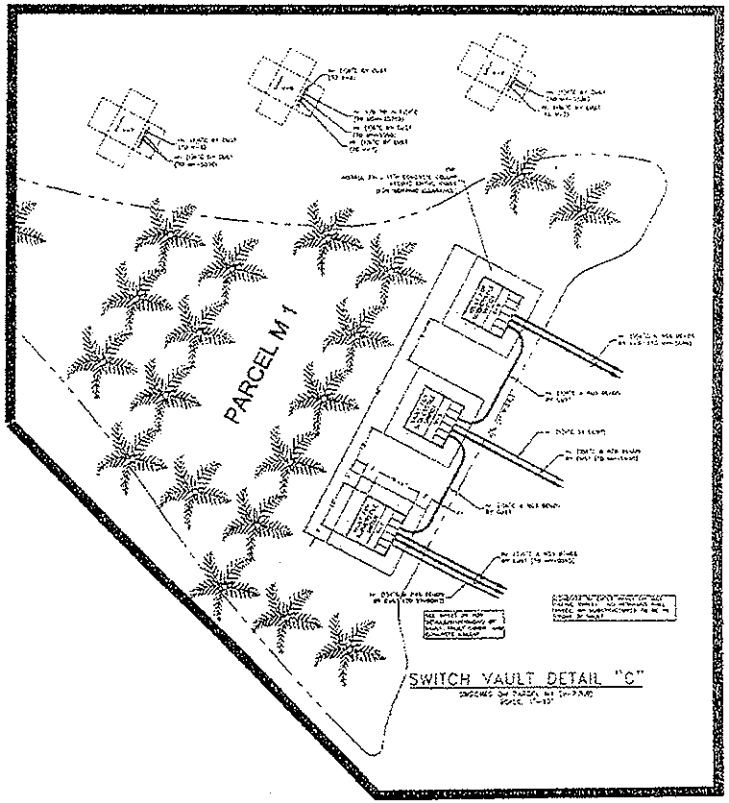
DIG ALERT
CALL 811
TWO (2) WORKING DAYS BEFORE YOU DIG
CALL 1-702-435-7554

REVISIONS

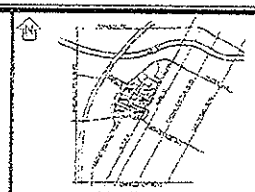
NO.	DESCRIPTION	DATE	C.O.
1		7/11/08	
2		7/14/08	
3		7/14/08	
4		7/14/08	
5		7/14/08	
6		7/14/08	



SWITCH VAULT DETAIL "A"



SWITCH VAULT DETAIL "C"



VICINITY MAP
(NOT TO SCALE)

EXHIBIT 'A'

APPROVED FOR CONSTRUCTION

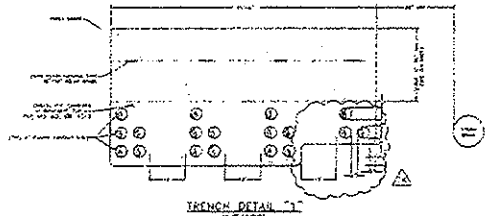
CITY OF LAS VEGAS PERMIT REQUIRED

CIVIL LINETYPE LEGEND

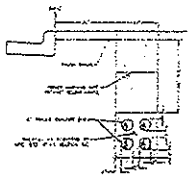
NVEnergy

SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1
SYMPHONY PARK

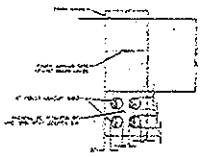
PROJ ID: 125345 | SCALE: 1" = 30'
SHEET # 9 OF 14 | DATE: 08/18/2007



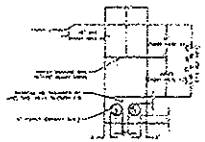
TRENCH DETAIL "3"



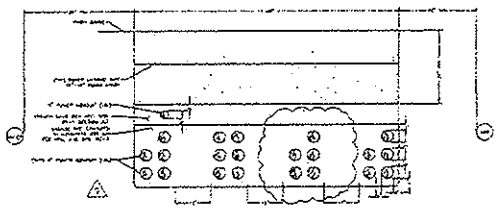
TRENCH DETAIL "2"



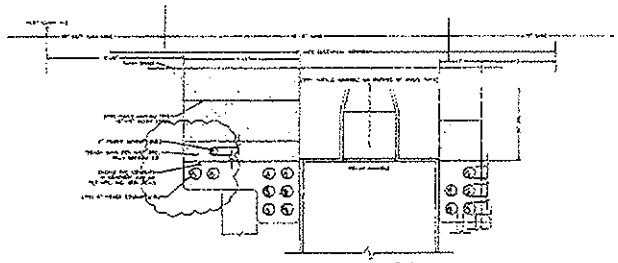
TRENCH DETAIL "4"



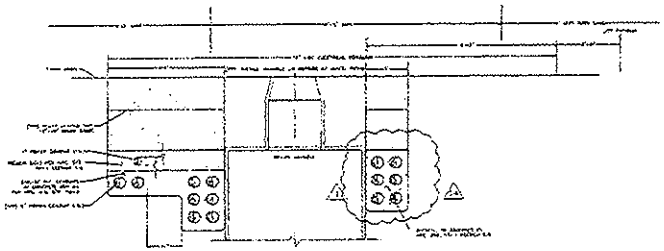
TRENCH DETAIL "5"



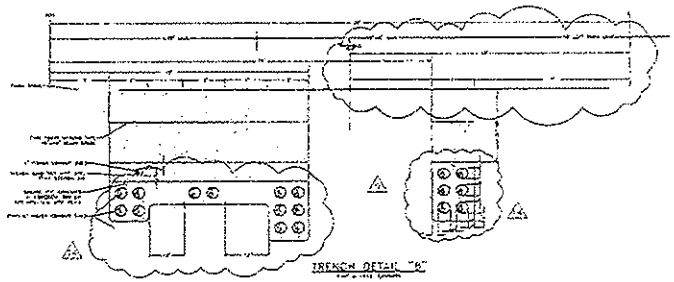
TRENCH DETAIL "5"



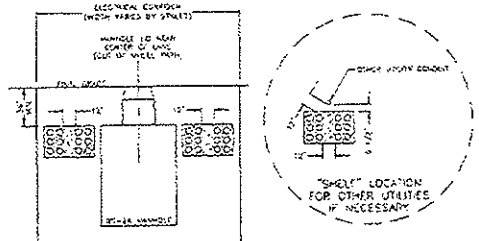
TRENCH DETAIL "6"



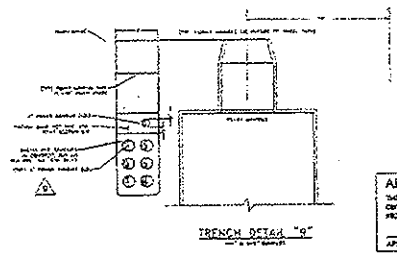
TRENCH DETAIL "7"



TRENCH DETAIL "8"



TYPICAL MANHOLE/CONDUIT LAYOUT IN STREET
(CITY PARKWAY / CLARK AVE)



TRENCH DETAIL "9"

CITY OF LAS VEGAS
PERMIT REQUIRED

APPROVED FOR CONSTRUCTION

APPROVAL DATE

CIVIL LINETYPE LEGEND



VICINITY MAP
(NOT TO SCALE)

Call 811

REVISIONS

NO	DESCRIPTION	DATE	C.A.
1		1/14/08	
2		1/14/08	
3		1/14/08	
4		1/14/08	
5		1/14/08	
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97		1/14/08	
98		1/14/08	
99		1/14/08	
100		1/14/08	

TYPE OF EASEMENT

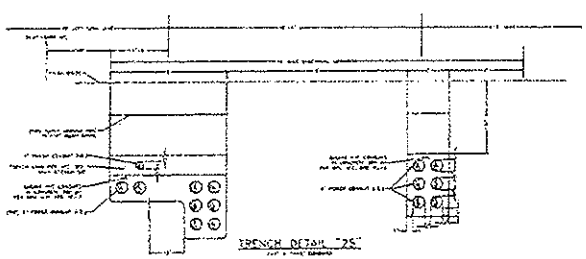
JPA NOTES:

EXHIBIT 'A'

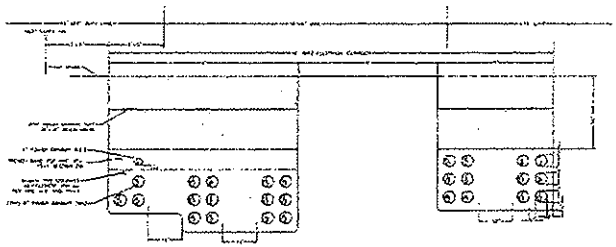
NVEnergy

SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1
SYMPHONY PARK

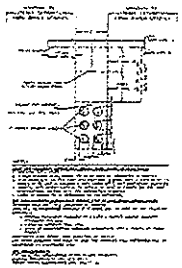
PROJ. # 1853.45 | SCALE 1" = 30'
SHEET # 10 OF 14 | DATE: 06/18/2007



TRENCH DETAIL "25"



TRENCH DETAIL "26"



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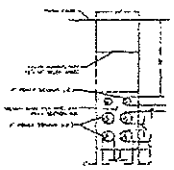

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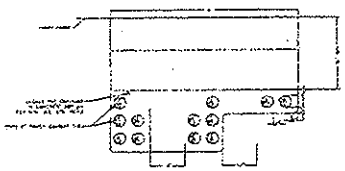

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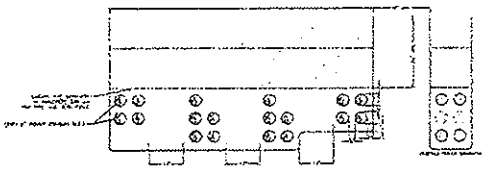
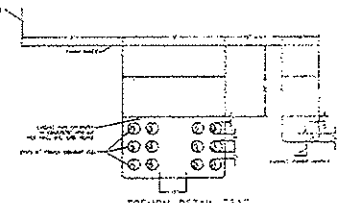


TRENCH DETAIL "30"



TRENCH DETAIL "31"



STORM DRAIN CROSSING DETAIL



STORM DRAIN CROSSING DETAIL



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CONTRACTOR SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DIG
CALL: 1-702-402-3333

Call 811
1-800-227-2600
1-800-455-7044

REVISIONS

NO	DESCRIPTION	DATE	BY
1		1/14/08	
2		1/28/08	
3		2/14/08	
4		3/4/08	
5		3/12/08	
6		3/13/08	
7		3/13/08	
8		3/13/08	
9		3/13/08	
10		3/13/08	
11		3/13/08	

NOTE: REFER TO SHEET 1 FOR REMAINING REVISIONS

TYPE OF EASEMENT: [ ] SEE NOTES

EXISTING CONTROL: N/A
EXISTING ALIGNMENT: N/A
LINE OF SIGHT: N/A

SEE VIEW POLE
EXIST. VZA POLE
PROPOSED POLES
EXIST.
EXIST.
EXIST.
SEE NOTE POLES
REMOVE AS POLES

EXHIBIT 'A'

SITE INFORMATION:
COORDINATOR: [illegible]
PHONE: 652-4133
DESIGN #: [illegible]
JOB #: N/A
INSPECTION SCHEDULING: 402-4132
STAND UP: 402-2132 402-4132 402-4133
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS PUBLIC WORKS
ENGINEER: DWEST-ENG
CONTACT: DALE ROGERS 229-2332
APPROVAL DATE: 2/19/08

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 2/19/08

FOR EACH SERVICE POINT (POINT OF DELIVERY), CAPACITY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ITS RESPECTIVE METER. CAPACITY FOR ALL HOUSE PLANT CAN ALSO BE MEASURED THROUGH ONE MULTIPLEX METER. CONTACT NVE METER OPERATIONS FOR MULTIPLEX METER CLASS INSTALLATION.

CITY OF LAS VEGAS
PERMIT REQUIRED
[illegible]

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN COMPANY'S EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK WITHIN OR PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL DATE

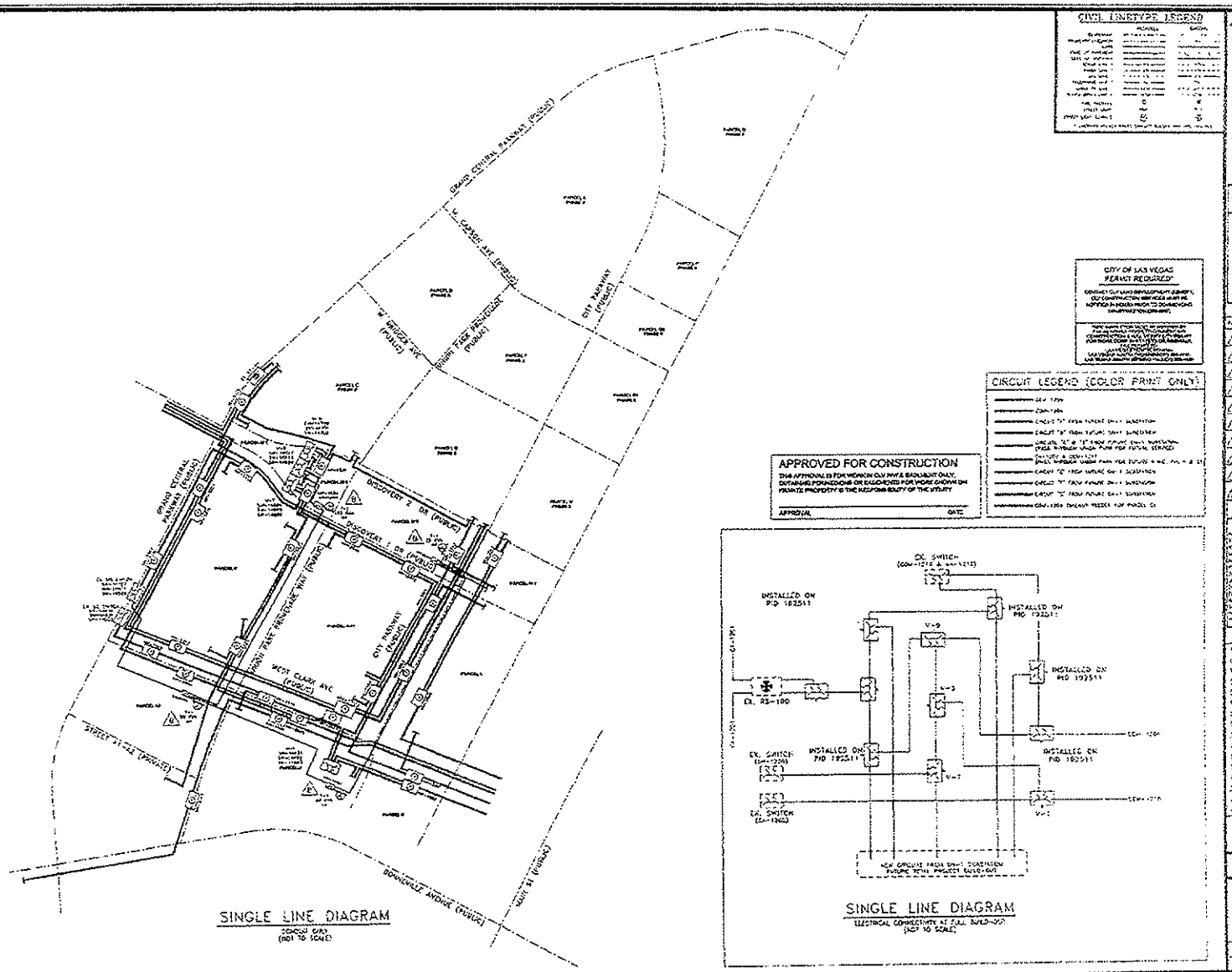
CIVIL LINETYPE LEGEND

EXISTING		
PROPERTY OUTLINE		
CENTER LINE		
RIGHT OF WAY		
LOT LINE		
EASEMENT		
SETBACK		
PROPOSED		
CURB & GUTTER		
EDGE OF PAVEMENT		
SIDEWALK		
STORM DRAIN		
FIRE LINE		
EXIST. WATER	W	W
PROP. WATER	W	W
EXIST. SEWER	S	S

NVEnergy

SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1
SYMPHONY PARK

PROJ #: 185345 | SCALE: 1" = 30'
SHEET #: 12 OF 14 | DATE: 06/18/2007



SINGLE LINE DIAGRAM

(NOT TO SCALE)

CIVIL LINETYPE LEGEND

CITY OF LAS VEGAS PERMIT REQUIRED*

CIRCUIT LEGEND (COLOR PRINT ONLY)

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING FOUNDATIONS OR EXCAVATIONS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY

APPROVAL DATE

SINGLE LINE DIAGRAM

ELECTRICAL CONNECTIVITY AT FULL BUILD-OUT

(NOT TO SCALE)



VICINITY MAP

(NOT TO SCALE)

JULY 2007 NO WORK TO IDENTIFY ALL NVE FACILITIES. THE CONTRACTOR SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES

Call 811

REVISIONS

NO	DESCRIPTION	DATE	C.P.
1		5/14/08	
2		5/14/08	
3		5/14/08	
4		5/14/08	
5		5/15/08	
6		5/15/08	
7		5/16/08	
8		5/15/08	
9		5/15/08	

* VISIT SHEET 1 FOR "REQUIRED PERMITS"

TYPE OF EASEMENT:

JPA NOTES:

EXHIBIT "A"

NVE INFORMATION:

COORDINATOR: KAT BROWN

PHONE: 657-4337

DESIGNER: MIKE SIMMONS (REVISED BY WDD)

DES: N/A

INSPECTION COORDINATOR: 402-1900

STAND BY: 402-4332/402-4316/657-4337

DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:

APPLICANT: CITY OF LAS VEGAS PUBLIC WORKS

ENGINEER: KIMLEY-HORN

CONTACT: DAVE POWERS 434-1234

APPROVAL DATE: 3/15/07

GOVERNMENT INFORMATION:

AGENCY: CITY OF LAS VEGAS

APPROVAL DATE: 3/20/07

FOR EACH SERVICE, PRINT POINT OF DELIVERY ENLIGHT FOR EACH TENANT SPACE WILL BE INSTALLED THROUGH ONE WALTHROUGH METER. EACH POD FOR ALL APARTMENT SPACE WILL BE ENABLED THROUGH ONE WALTHROUGH METER. CONTACT NVE DISTRIBUTION DESIGN FOR TRIPLE RATE CLOCK INSTALLATIONS.

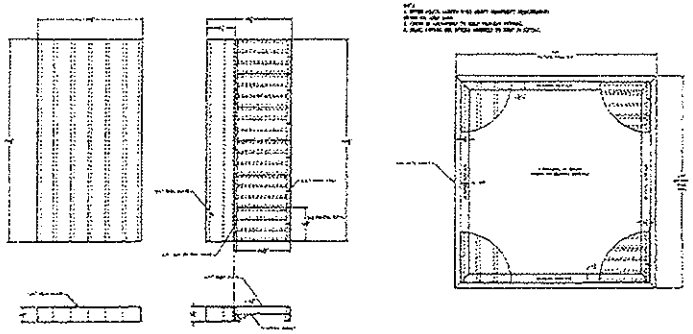
NVEnergy

SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1

SYMPHONY PARK

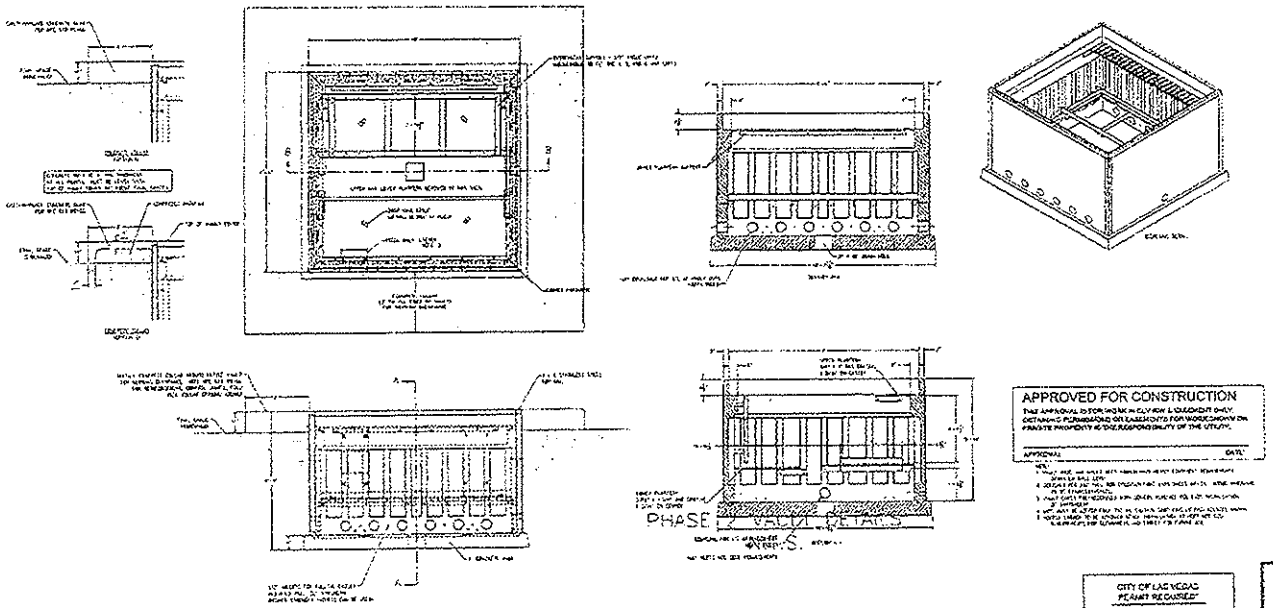
PROJ. # 185345	SCALE 1" = 30'
SHEET # 14 OF 14	DATE 06/18/2007

(6-REVISIONS)



VAULT COVER DETAIL

(NOT TO SCALE)



VAULT DETAIL (FOR SUBMERSIBLE SWITCH)

WERE INSTALLED ON PHASE 1

(NOT TO SCALE)



VICINITY MAP

(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL UTILITIES. THE CONTRACTOR SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

Call 811

CALL 1-800-227-2600

1-702-486-7541

REVISIONS

NO	DESCRIPTION	DATE	BY
A			
A			
A			
A			
A			
A			
A			
A			
A			
A			

* NOTE REFER TO SHEET 1 FOR REMAINING REVISIONS*

TYPE OF EASEMENT

SPA NOTICE:

EXHIBIT "A"

SITE INFORMATION:

COORDINATION:

PHONE:

DESIGNER:

DCA:

INSPECTION:

STAMP BY:

DISTRICT:

CUSTOMER INFORMATION:

APPLICANT:

ENGINEER:

CONTACT:

APPROVAL DATE:

GOVERNMENT INFORMATION:

AGENCY:

APPROVAL DATE:

PER EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE (MATTHOOK METER). EXCEPT ON ALL MULTI-TENANT SPACES WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE VOLTAGE ANALYST FOR MULTI-PHASE SERVICE APPLICATIONS.

NVEnergy

SYMPHONY PARK (FORMERLY UNION PARK) PHASE 1

SYMPHONY PARK

PROJ. # 185345	SCALE 1" = 30'
SHEET # 13 OF 14	DATE 06/12/2007

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CITY R.O.W. & EASEMENTS ONLY. OBTAIN C.C. PERMIT(S) OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY AS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL DATE

CITY OF LAS VEGAS PERMIT REQUIRED

CIVIL UTILITY LEGEND

Exhibit B
Cost Worksheet

[Attached]

NV ENERGY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000185345 Title: SYMPHONY PARK PH I- AKA UNION Units: 1 KVA: 110

Contract Type: Line Extension Agreement Coordinator: PATRICIA BROWN Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$71,442	$52,750	$0	$18,692
Material & Overhead	$35,559	$35,559	$0	$0
DCA	$0	$0	$0	$0
Trenching	$29,059	$0	$0	$29,059
Permits	$7,108	$7,108	$0	$0
Salvage	$0	$0	$0	$0
Other Fixed	$9,921	$9,921		
Total	**$153,089**	**$105,338**	**$0**	**$47,751**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$105,338	Applicant Non-Refundable Cost	$0
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$0
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$0**
Refund Subject To Allowance	$105,338	Excess Allowance	$0
Allowance	$17,247	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$0**
Adjusted Applicant Cost	**$88,091**		
		Amount Not Subject to Excess Allowance	$0
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$88,091**	**Total Non-Refundable Cost**	**$0**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$0
		Total Non-Taxable Non-Refundable Cost	**$0**
		Total Taxable Non-Refundable Cost	**$0**

ADVANCE SUMMARY

Advance Subject to Refund	
Non-Taxable Advance	$0
Taxable Advance	$88,091
Tax	$30,832
Total Advance Subject to Refund	**$118,923**
Non-Refundable Advance	
Non-Taxable Advance	$0
Taxable Advance	$0
Tax	$0
Trench Tax	$256,677
Total Non-Refundable Advance	**$256,677**
Total Advance	**$375,600**

Current Tax Rate 35.0000%

Total Non-Taxable	$88,091
Total Taxable (Less Tax)	$287,509
Total Tax	
Total Advance	**$375,600**
DIA Credit	0
Total Advance Due	**$375,600**

Date Printed 6/3/2010

NVEnergy

06/03/2010

CITY PARKWAY V, INC.
400 E. STEWART AVE., 9TH FLOOR
LAS VEGAS, NV 89101

RE: Project LEA - Line Extension Agreement, Project ID #0000185345

Dear Applicant:

Attached for your review and signature is the LEA - Line Extension Agreement ("Agreement") for your new development project. After 90 days, the Agreement is no longer open to acceptance, and NV Energy may provide you with a new contract with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event NV Energy cancels the project, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

Should you have any other questions regarding this Agreement, please contact me at 702/402-6812 .

Sincerely,

PATRICIA BROWN

Enclosure as noted

NVEnergy

NEW BUSINESS INVOICE

Contract remittance sheet for Project # 0000185345

Contract Amount Due: $ 375,600

Date Issued: 06/03/2010

Project Name: SYMPHONY PARK PH I- AKA UNION

Contract Type: LEA

Customer Address: CITY PARKWAY V, INC. 400 E. STEWART AVE. 9TH FLOOR LAS VEGAS, NV 89101

Customer Phone:

Customer Fax:

Customer Email:

Project Coordinator: PATRICIA BROWN

Phone Number: 702/402-6812

Contract Amount Detail:

	Taxable	Non-Taxable	Tax	Total
Subject to Refund	88,091	0	30,832	118,923
Non-Refundable	0	0	256,677	256,677
			Total Advance:	$375,600
			DIA Credit:	0
			Total Advance Due:	$375,600

Please remit with payment two (2) signed contracts, one (1) signed tax sheet, other necessary project documentation as directed by your project coordinator.

NV Energy must receive all of the above before the project will be scheduled for construction.

The contract and the above stated contract amount due become void if the contracts, tax sheet, and payment for the above contract are not returned to NV Energy's New Business Contract Administration with the appropriate signatures within ninety (90) days of customer receipt of these documents.

Remittance Instructions:

1. Make checks payable to NV Energy.
2. Write your project # (shown above) on the check.
3. Please remit this invoice along with payment for the balance due, two (2) signed contracts, one (1) signed tax sheet, by mail or in person to the following location:

By Mail:
New Business Contract Administration
Rule 9 Group - NV Energy
P.O. Box 98910, M/S B54RN
Las Vegas, NV 89151

In Person:
Rule 9 Group - NV Energy
7155 Lindell Road
Las Vegas, NV 89118

Contact the New Business Contract Administration at (702) 633-8636 with any questions or concerns. Thank you!

NV ENERGY
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer:

Project Name: SYMPHONY PARK PH I- AKA UNION Project ID: 0000185345

Contract No.: Tax ID: Version: No 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability

The current tax rate is: 35.0000%

A) SUBJECT TO REFUND TAXABLE AMOUNT (252.000, 107.000)

☐ CONTRACTS - MP (252.000)	
☒ CONTRACTS LEA (107.000)	88,091
☐ ATTACHMENT LE/LEA/MP (252.000)	
Total (A):	88,091

B) SUBJECT TO REFUND TAX (253.000, 253.030)

(A)	X	35.0000	=		(253.000)
		35.0000	=	30,832	(253.030)

D) NON-REFUNDABLE TAX (253.030)

(C) X 35.0000 = 0

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

☐ CONTRACT - CIAC OVER 20,000	
☐ CIAC (RELOCATION) UNDER 20,000	
☐ EXPEDITED SERVICE REQUEST	
☐ UTILITY SHARED TRENCH	
☐ CUSTOMER REVISION	
☐ CUSTOMER UPGRADE	
☐ ATTACHMENT TO EXISTING LE/MP	
Total (C):	0

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution: 733,362 X 35.0000

(Trench Tax) = 256,677

F) SUBJECT TO REFUND / NON-TAXABLE AMOUNT (252.000, 107.000)

Total (F1):		(252.000)
☐ DIA ADVANCE		(107.000)
Total (F2):		(107.000)

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

☐ PUBLIC GOOD OVER 20,000	
☐ PUBLIC GOOD UNDER 20,000	
☐ TEMPORARY POWER	
☐ EXPEDITED SERVICE REQUEST	
☐ CANCELLATION	
Total (G):	0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

☐ CONTRACT CIAC REMOVAL OVER 20,000	
☐ NO CONTRACT REMOVAL UNDER 20,000	
☐ EXPEDITED SERVICE REQUEST	
☐ CUSTOMER REVISION	
Total (H):	0

Total A.1) SUBJECT TO REFUND TAXABLE (252.000)	A.1 =	0
Total A.2) SUBJECT TO REFUND TAXABLE (107.000)	A.2 =	88,091
Total B.1) SUBJECT TO REFUND TAX (253.000)	B.1 =	0
Total B.2) SUBJECT TO REFUND TAX (253.030)	B.2 =	30,832
Total C) NON-REFUNDABLE TAXABLE (107.000)	C =	0
Total D) NON-REFUNDABLE TAX (253.030)	D =	0
Total E) NON-REFUNDABLE TAX (253.090)	E =	256,677
Total F.1) SUBJECT TO REFUND / NON-TAXABLE (252.000)	F.1 =	0
Total F.2) SUBJECT TO REFUND / NON-TAXABLE (107.000)	F.2 =	0
Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)	G =	0
Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)	H =	0
Total Advance	**Customer Advance =**	375,600
	DIA Credit =	0
	Total Advance Due =	375,600

Please make check payable to NV Energy.

Advance subject to refund plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____ **Date:** _____

NV ENERGY: _____ **Date:** _____

Rev. 01/28/09

Exhibit C
Allowance Worksheet

[Attached]

NEVADA POWER COMPANY
Allowance Calculations ("Exhibit C")

Project ID - 0000185345 Project Title -- SYMPHONY PARK PH I- AKA UNION

Existing LoadSw	Schedule Type								
N	GS	General Service Commercial	7.00METER	X	$1,763.00	(Allowance Multiplier)	=	ELEPA	$12,341.00
	100%	(Build-Out Factor)	7.00METER	X	$1,763.00	(Allowance Multiplier)	=	Initial Allowance	$12,341.00
			7.00METER	X	$0.00	(MP RefundMultiplier)	=	MP Refund Amount	$0.00
N	LGS-1	Large General Service Commercial	75.00KVA	X	$135.00	(Allowance Multiplier)	=	ELEPA	$10,177.00
	65%	(Build-Out Factor)	49.00KVA	X	$135.00	(Allowance Multiplier)	=	Initial Allowance	$6,615.00
			49.00KVA	X	$0.00	(MP RefundMultiplier)	=	MP Refund Amount	$0.00

Total ELEPA	$22,518.00
Total Initial Allowance	$18,956.00
Total MP Refund	$0.00

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance
The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.
Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor
A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.

CITY PARKWAY V, INC.

New Search | Printer Friendly | Calculate List Fees

Business Entity Information

Status:	Active	File Date:	12/14/2000
Type:	Domestic Non-Profit Corporation	Entity Number:	C33559-2000
Qualifying State:	NV	List of Officers Due:	12/31/2010
Managed By:		Expiration Date:	
NV Business ID:	NV20001504792	Business License Exp:	

Registered Agent Information

Name:	CITY ATTORNEY'S OFFICE-CIVIL DIVISI	Address 1:	400 EAST STEWART AVE 9TH FLOOR
Address 2:	ON	City:	LAS VEGAS
State:	NV	Zip Code:	89101
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

View all business entities under this registered agent

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

Include Inactive Officers

Director - ELIZABETH FRETWELL

Address 1:	400 STEWART AVE 8TH FL	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	

President - ELIZABETH FRETWELL

Address 1:	400 STEWART AVE 8TH FL	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	

Treasurer - SCOTT ADAMS

Address 1:	400 STEWART AVE 8TH FL	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	
Secretary - SCOTT ADAMS			
Address 1:	400 STEWART AVE 8TH FL	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	

Actions\Amendments

Click here to view 13 actions\amendments associated with this company

Important Notice: Entities with a January 2010 annual list due date whose lists were received by January 31, but have not yet been processed due to processing backlog, may show as in "Default" in the Business Entity Search until all January filings are processed. We expect completion of these filings by March 22nd.

Data in this system may be up to fifteen minutes behind actual filings in the Secretary of State's office. In order to optimize the business search experience for all our customers, the automated and/or systematic collection of data from this website is strictly prohibited

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City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rule 9 Line Extension Agreement between the City of Las Vegas and Nevada Power Company doing business as NV Energy for relocation of power facilities for the Symphony Park Feeder Line also known as Union Park Phase 1 Offsite Conduit System Project located at Main Street and Clark Avenue ($57,334 - General Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $57,334
Funding Source: General Capital Projects Fund
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is currently in construction for these utility improvements concerning Symphony Park. The utility improvements associated with this agreement will provide for distribution facility installation and design for final connection of the Symphony Park feeder lines across the City of Las Vegas lot at 500 Main Street, which feed power to a portion of Symphony Park, including the Performing Arts Center.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement No. LEA0000192519A

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: LEA0000192519A
PID: 0000192519
Date Prepared: 06/09/2010

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and **CITY OF LAS VEGAS, a(n) municipal corporation of the State of Nevada,** ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension**," as defined in Rule 1, for the purpose of receiving electric service to its Development.

C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

1.1 Line Extension. In order to provide 0 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled UPRR BORE/SLEEVE CONDUIT and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$6,258.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$57,334.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$6,258.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$.00** and a taxable, non-refundable cost of **$6,258.00**. If the Estimated CIAC is greater than $20,000, it is subject to Cost True-up.

(B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **$.00**.

(C) Tax Effect. The estimated Tax Effect is:

(1) Advance Subject to Refund. A Tax Effect relating to the Advance Subject to Refund in the amount of **$.00**. This Tax Effect is subject to refund.

(2) CIAC. A Tax Effect relating to CIAC in the amount of **$2,190.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.

(3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and

substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$48,886.00**. This Tax Effect is not subject to refund.

1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **$.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.

1.5 Payment; Purchase Order. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility – or deliver a purchase order to Utility in the amount of – **$57,334.00**. When calculating this amount, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.

1.6 Related Projects and Contracts

(A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title

(B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Contract No.	Dated	Expiration	Title

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.

2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.

2.4 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.

2.5 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.

3.2 Utility and Applicant Betterments.

(A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, **$0** ("**Betterment Expense**") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant **$0** and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant **$0**.

(B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work in connection with the Line Extension Project.

(C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment: not applicable.

(D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment ("**Stop Work Notice**"). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within 30 days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.2(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility (in its discretion and notwithstanding Section 13.8) may revise Section 1 and Exhibit B and invoice Applicant.

(E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize Applicant's Line Extension Project until after Applicant furnishes to Utility a complete release of any lien or claim.

(F) Ownership of Betterment. The design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.

(G) Guarantee. The Section 7 guarantees also apply to any Betterment.

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from $0 to the balance of the Advance Subject to Refund. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.

3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Line Extension Project Allowance, Utility will perform an Allowance True-Up 18 months after the Effective Date and calculate any Excess Allowance in accordance with the Allowance True-Up.

3.6 Performance of Cost True-Up. In its discretion and no later than five (5) years after the In-Service Date, Utility may perform a Cost True-Up. If the Estimated CIAC is greater than $20,000, Utility will perform a Cost True-Up after all Costs have been recorded.

3.7 Return of Overpayments and Invoices Associated with Accounting Adjustments. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or return any overpayment to Applicant. If Utility does not perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

3.9 Multiple Applicants. [RESERVED]

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**").

(A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or changes the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

(B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.

(C) Purchase Order. If Utility agreed to accept a purchase order from Applicant for the amount identified in Section 1.5, Utility will invoice Applicant's Cost Responsibility against that purchase order. Applicant acknowledges that these

invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might result in a delay in completion of the Line Extension Project.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred

by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 0000192519 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction or installation of the facilities and equipment.

(B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant

receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;

(B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;

(C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and

(E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies; Survival. If Utility sets off any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.

6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following the In-Service Date. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.

7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 60 days of receiving an invoice from Utility.

7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both

location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

8. Default

8.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

9.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.

9.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or

for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.

10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default,

expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

13.1 Insurance. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement to procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the work. If Applicant performs any work in connection with this Agreement, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.

13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any

ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

13.16 Joint and Several Liability. [RESERVED].

14. Term and Termination

14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this

Agreement. Applicant will not be entitled to any refunds, returns of overpayments, or moneys after the termination of this Agreement.

14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4;

(C) Obligations under Section 4.7;

(D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;

(E) Obligations under Section 6;

(F) Obligations under Section 7;

(G) Obligations under Section 9;

(H) Obligations that arise under Section 13.1; and

(I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6 and Section 15 continue to apply to this Section.

15. Notices

15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
PATRICIA BROWN
Physical Address: NORTH DISTRICT OFFICE
7155 LINDELL ROAD
LAS VEGAS, NV 89118

Mailing Address: 6226 W. SAHARA AVE
P.O. BOX 98910
LAS VEGAS NV 89151-0001
MS B90SD
Telephone No.: 702/402-6812
Fax No.:
Email Address: brownpn@nvenergy.com

Applicant:
JEREMY LEAVITT
Jeremy Leavitt
Physical Address: 400 N. STEWART AVE

LAS VEGAS, NV 89101

Mailing Address:

Telephone No.: 229-6278
Fax No.:
Email Address: jeleavitt@LasVegasNevada.gov

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; appraisals; compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: Button: The date this Agreement is last signed below.

16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will remit to Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).

16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.

16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.

16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.

16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.

16.23 Property: The premises owned or controlled by Applicant commonly known as MAIN/CLARK and further described as being within 13934201019, 13934201009.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and

Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date this Agreement was prepared, which is 06/09/2010.

16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: GLEA0000192519A
PID: 0000192519
Date Prepared: 06/09/**2010**

UTILITY:

Nevada Power Company d/b/a NV Energy

By: Ivory H. Blue II

Printed Name: IVORY BLUE

Title: Suprv, Design, New Business LVN

Date: 6-9-10

APPLICANT:

By: _____

Printed Name: _____

Title: _____

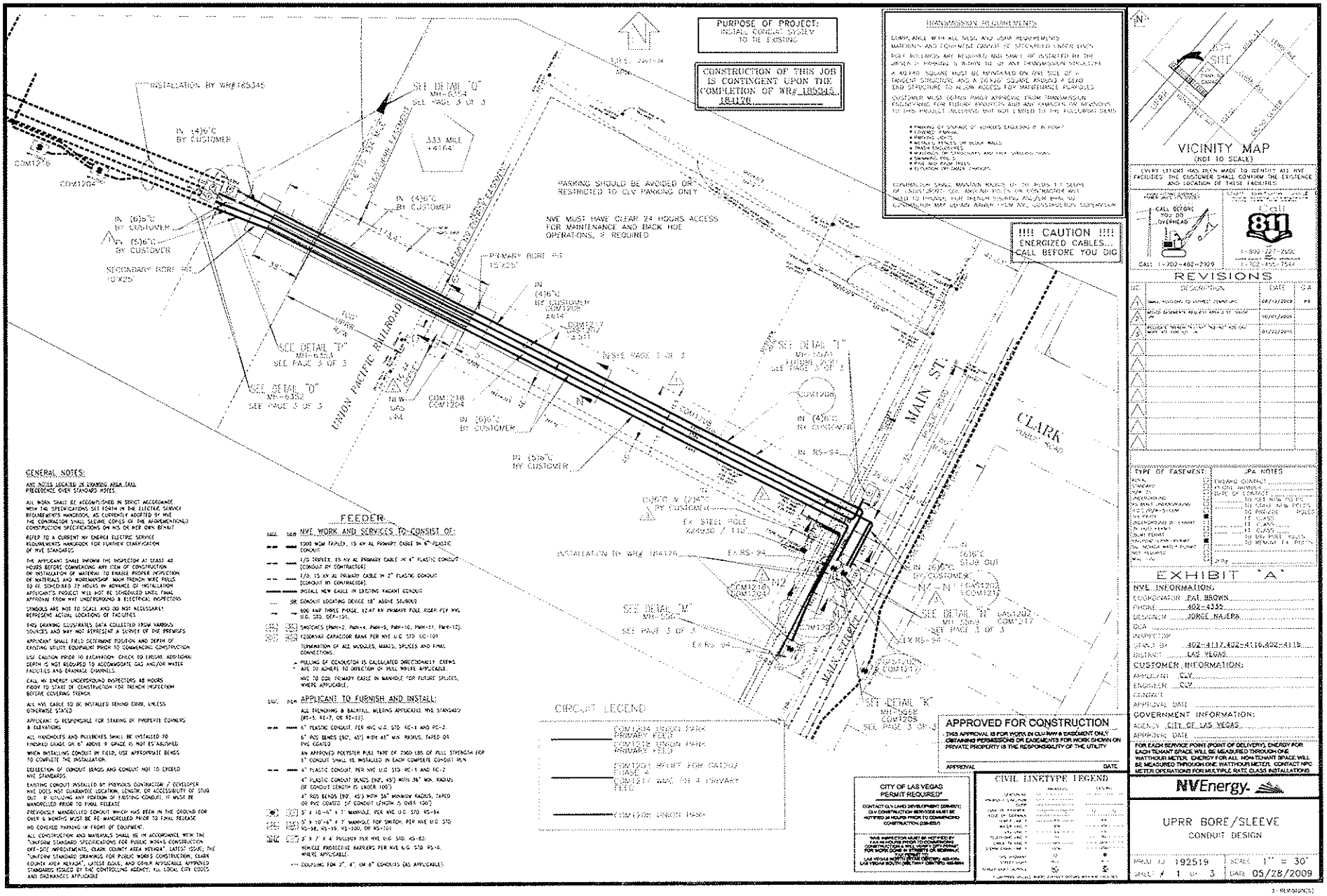
Date: _____

Approved as to form

John S. Ridilla 6/25/10
John S. Ridilla Date
Deputy City Attorney

Exhibit A
Design

[Attached]


PURPOSE OF PROJECT:
INSTALL CONDUIT SYSTEM TO TIE EXISTING
CONSTRUCTION OF THIS JOB IS CONTINGENT UPON THE COMPLETION OF WR# 185945 184176
TRANSMISSION REQUIREMENTS
PARKING SHOULD BE AVOIDED OR RESTRICTED TO CLV PARKING ONLY
NVE MUST HAVE CLEAR 24 HOURS ACCESS FOR MAINTENANCE AND BACK HOE OPERATIONS, IF REQUIRED
!!!! CAUTION !!!! ENERGIZED CABLES... CALL BEFORE YOU DIG
INSTALLATION BY WR#185945
IN (4)6"C BY CUSTOMER
IN (6)6"C BY CUSTOMER
IN (5)6"C BY CUSTOMER
SECONDARY BORE #2 10'X25'
PRIMARY BORE #5 15'X25'
SEE DETAIL "E" MH-6354 SEE PAGE 3 OF 3
SEE DETAIL "F" MH-6353 SEE PAGE 3 OF 3
SEE DETAIL "O" MH-6352 SEE PAGE 3 OF 3
SEE DETAIL "I" MH-6349 SEE PAGE 3 OF 3
SEE DETAIL "M" MH-6346 SEE PAGE 3 OF 3
SEE DETAIL "H" MH-6345 SEE PAGE 3 OF 3
SEE DETAIL "K" MH-6326 SEE PAGE 3 OF 3
UNION PACIFIC RAILROAD
MAIN ST.
CLARK
333 MILE +4164
EX STEEL POLE #249530 / 1130
EX RS-94
EX RS-95
EX RS-96
EX RS-97
EX RS-98
EX RS-99
EX RS-100
EX RS-101
EX RS-102
EX RS-103
EX RS-104
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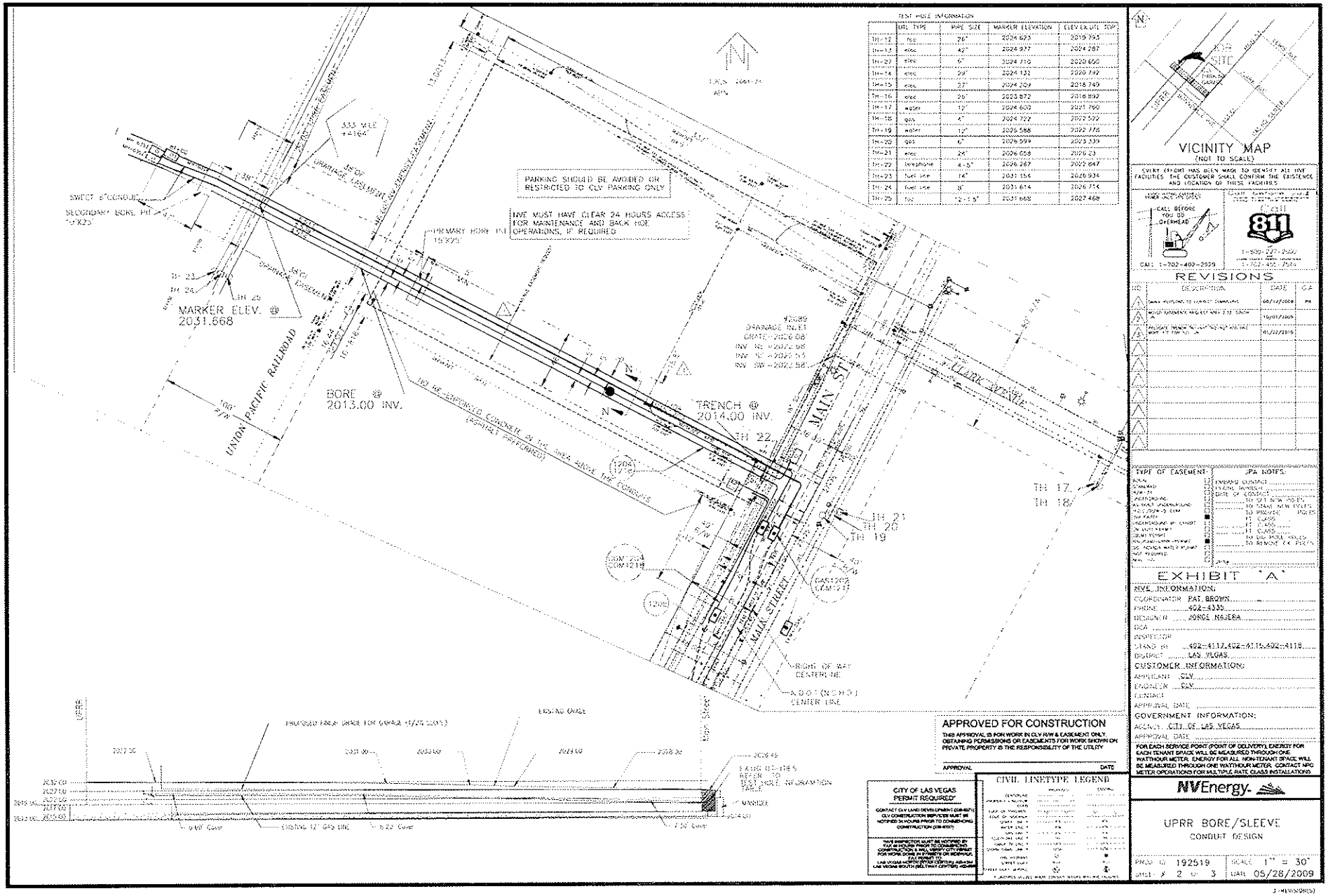
EX RS-106
EX RS-107
EX RS-108
EX RS-109
EX RS-110
EX RS-111
EX RS-112
EX RS-113
EX



	SOIL TYPE	PIPE SIZE	MARKER ELEVATION	ELEVATION TOP
TH-12	rock	36"	2024.693	2019.793
TH-13	clay	42"	2024.977	2024.287
TH-27	clay	6"	2024.710	2020.650
TH-14	clay	24"	2024.132	2020.792
TH-15	clay	27"	2024.204	2018.749
TH-16	clay	36"	2023.872	2018.892
TH-17	water	12"	2024.600	2021.760
TH-18	gas	4"	2024.727	2022.527
TH-19	water	12"	2026.588	2022.778
TH-20	gas	6"	2026.599	2023.339
TH-21	clay	24"	2026.628	2026.03
TH-22	telephone	4-5"	2026.287	2023.647
TH-23	fuel line	14"	2031.154	2026.934
TH-24	fuel line	8"	2031.614	2026.714
TH-25	rock	12'-1.5"	2031.668	2027.468

EXCAVATION HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DIG OVERHEAD
CALL 1-702-402-3529
Call 811
1-800-227-2600
1-702-486-7500

REVISIONS

NO	DESCRIPTION	DATE	C.E.
A	[illegible]	06/12/2009	PB
A	[illegible]	10/01/2009	
A	[illegible]	01/22/2010	

TYPE OF EASEMENT

JPA NOTES:

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR PAT BROWN
PHONE 402-4435
DESIGNER JORGE MAJERA
DRA
DRAWING NO.
PHONE NO. 402-4117,402-4115,402-4118
PROJECT LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT CLV
ENGINEER CLV
CONTACT
APPROVAL DATE

GOVERNMENT INFORMATION:
AGENCY CITY OF LAS VEGAS
APPROVAL DATE

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

APPROVED FOR CONSTRUCTION

This APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY

APPROVAL DATE

CITY OF LAS VEGAS PERMIT REQUIRED

CONTACT CLV LAND DEVELOPMENT (229-6371)
CLV CONSTRUCTION REPS/SUBS MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6707)

THIS INSPECTION MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR ROW/PUE.
LINE VEGAS NORTH (229-6371) AND/OR LAS VEGAS SOUTH (531-1147) CENTERS ADJUSTMENTS

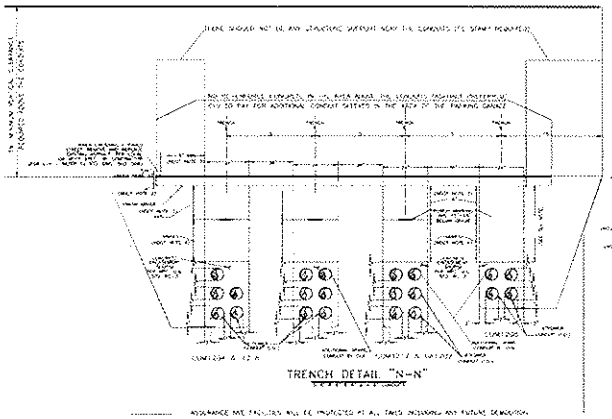
CIVIL LINETYPE LEGEND

NVEnergy

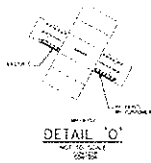
UPRR BORE/SLEEVE
CONDUIT DESIGN

PROJ ID 192519
SHEET # 2 OF 3
SCALE 1" = 30'
DATE 05/28/2009

3 REVISION(S)



TRENCH DETAIL "N-N"



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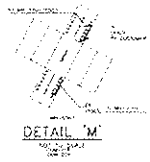
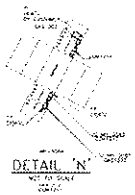


DETAIL 'M'



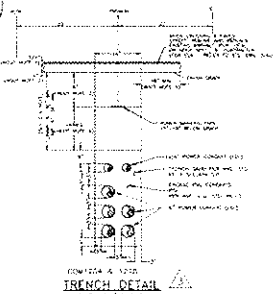
DETAIL 'N'



DETAIL 'L'

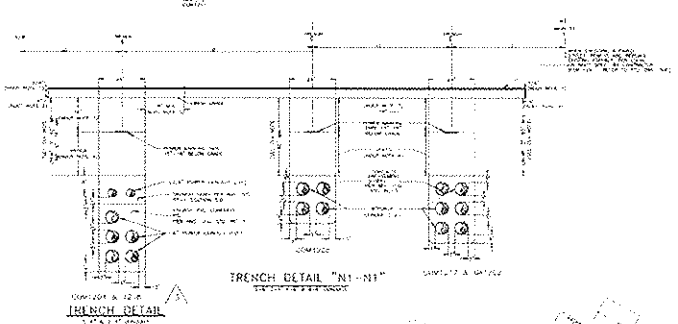


DETAIL 'K'



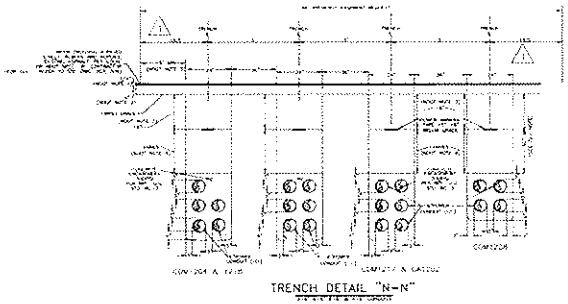
TRENCH DETAIL

TRENCH DETAIL "N2-N2"



TRENCH DETAIL

TRENCH DETAIL "N1-N1"



TRENCH DETAIL "N-N"

NOTES:

ROW REQUIREMENTS (APPLICABLE WITHIN ROW RIGHT-OF-WAY ONLY):

1. 24" MIN. WIDTH GRADE.
2. 4 INCH MINIMUM SERVICE SPACE, OR WIDTH EXISTING, WHICHEVER IS GREATER.
3. BASE AGGREGATE (AS PER ROW STANDARDS, SECTION 104) A MINIMUM OF 12 INCHES TO BE USED IN BALANCE N. NO. 1 GRADE 1-1/2" SIZE COMPACTION REQUIRED.
4. BACKFILL WITH SELECT MATERIAL TO BOTTOM OF BASE AGGREGATE (AS PER ROW SPECIFICATIONS, SECTION 202) MIN. COMPACTION REQUIRED.
5. LIMITS OF PAVING TO BE DETERMINED BY THE INSPECTOR.

CLV REQUIREMENTS (APPLICABLE WITHIN CITY OF LAS VEGAS LIMITS ONLY):

SURFACES AREA (MAP ETC.) (LOCATION OF TRENCH)

AREA WILL BE CONSIDERED APPROVED AT 1 INCHES (OR THE MARK OF THE FOLLOWING CONTRACTS):

- (ASPHALT PERMANENT PAVEMENT WITH CURB & GUTTER AND/OR ASPHALT PERIMETER OF SIDEWALK)
- WITHIN MY IMPROVED ROAD AREA
- (NOTE: IF SUBDIVISION BONDED DEVELOPMENT WORK IN PROCESS OF CLOSE, PROJECT

UNIMPROVED AREA (MAP ETC.) (LOCATION OF TRENCH)

ANY CITY ROADWAY THAT FAILS TO MEET THE APPROVED ROAD STANDARDS WILL BE CONSIDERED AS UNIMPROVED AREA

SITE REQUIREMENTS:

FOR ALL STATE APPROPRIATIONS WITHIN ITS ROW STANDARDS

TRENCH REQUIREMENTS (ALL SITE TYPES)

TRENCH DEPTH REQUIREMENTS (ALL SITE TYPES)

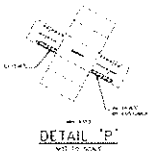
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL _____ DATE _____



DETAIL 'Q'



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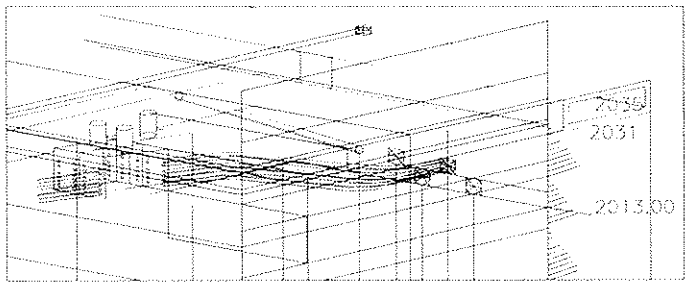
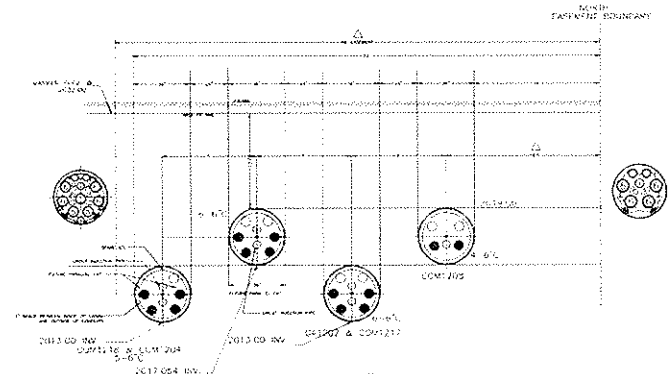
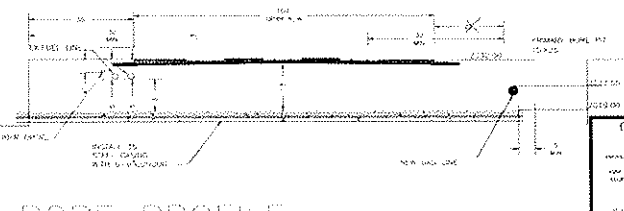


ISOMETRIC DETAIL



BORE DETAIL 36" CASING

5'MIN SPACING BETWEEN CONDUITS



BORE PROFILE

NTS

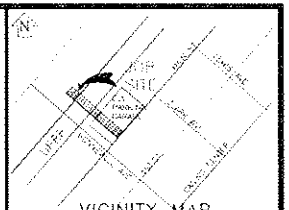
CITY OF LAS VEGAS PERMIT REQUIRED*

CONTACT CLV LAND DEVELOPMENT (CONSTR.) CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (228-6187)

*ANY INSPECTOR MUST BE NOTIFIED BY 7AM 24 HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR RIGHTS-OF-WAY. LAS VEGAS BLVD SOUTH (SOUTHBOUND) LAS VEGAS BLVD SOUTH (NORTHBOUND) TROPICANA AVENUE

CIVIL LINETYPE LEGEND





VICINITY MAP

(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DO OVERHEAD

CALL 1-702-402-2929

811

1-800-227-2600

REVISIONS

NO	DESCRIPTION	DATE	BY
1		06/22/2009	PS
2		10/01/2009	
3		01/22/2010	

TYPE OF EASEMENT

SPA NOTES

EXHIBIT 'A'

NVE INFORMATION:

COORDINATOR PAT BROWN

PHONE 402-6335

DESIGNER JORGE NAJERA

FAX

DRAFTER

GRADE NO. 402-4117,402-4116,402-4118

DISTRICT LAS VEGAS

CUSTOMER INFORMATION:

APPLICANT CLV

ENGINEER CLV

CONTACT

APPROVAL DATE

GOVERNMENT INFORMATION:

AGENCY CITY OF LAS VEGAS

APPROVAL DATE

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy

UPRR BORE/SLEEVE

CONDUIT DESIGN

DETAILS

PROJ ID 192519

SCALE 1" = 30'

SHEET # 3 OF 3

DATE 05/28/2009

3-REVISION(S)

Exhibit B
Cost Worksheet

[Attached]

NV ENERGY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000192519 Title: UPRR BORE/SLEEVE CONDUIT Units: 0 KVA: 0

Contract Type: Government LEA Coordinator: PATRICIA BROWN Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$6,258	$6,258	$6,258	$0
Material & Overhead	$0	$0	$0	$0
DCA	$0	$0	$0	$0
Trenching	$0	$0	$0	$0
Permits	$0	$0	$0	$0
Salvage	$0	$0	$0	$0
Total	**$6,258**	**$6,258**	**$6,258**	**$0**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$0	Applicant Non-Refundable Cost	$6,258
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$0
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$6,258**
Refund Subject To Allowance	$0	Excess Allowance	$0
Allowance	$0	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$6,258**
Adjusted Applicant Cost	**$0**		
		Amount Not Subject to Excess Allowance	$0
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$0**	**Total Non-Refundable Cost**	**$6,258**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$0
		Total Non-Taxable Non-Refundable Cost	**$0**
		Total Taxable Non-Refundable Cost	**$6,258**

ADVANCE SUMMARY

Advance Subject to Refund	
Non-Taxable Advance	$0
Taxable Advance	$0
Tax	$0
Total Advance Subject to Refund	**$0**
Non-Refundable Advance	
Non-Taxable Advance	$0
Taxable Advance	$6,258
Tax	$2,190
Trench Tax	$48,886
Total Non-Refundable Advance	**$57,334**
Total Advance	**$57,334**

Current Tax Rate 35.0000%

Total Non-Taxable	$6,258
Total Taxable (Less Tax)	$51,076
Total Tax	
Total Advance	**$57,334**
DIA Credit	0
Total Advance Due	**$57,334**

Date Printed 6/9/2010

Exhibit C
Allowance Worksheet

[Attached]

Exhibit D-1
Insurance Coverages
(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing any work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit D-2
Insurance Coverages
(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as

additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Settlement Agreement for the Martin Luther King Boulevard Improvements project, located on Martin L. King Boulevard from Alta Drive to Carey Avenue, between the City of Las Vegas and Wells Cargo, Inc., regarding construction issues, disputes and claims ($611,205.67 - Regional Transportation Commission [RTC]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $611,205.67
Funding Source: RTC
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This Agreement was negotiated between the City of Las Vegas and Wells Cargo, Inc., to settle construction issues, disputes and claims resulting from utility conflicts, increased costs from asphalt oil escalation, extension of bonds, insurance and general liability and other project issues. The Agreement extends the contract time by 129 calendar days and compensates Wells Cargo for damages. The execution of this agreement is contingent upon approval of the associated change order based on the settlement agreement by the Regional Transportation Commission of Southern Nevada at its meeting on July 8, 2010 and approval of the settlement agreement by the City Council prior to the RTC meeting. Note that the total amount of the agreement is included in Modification No. 2 to Bid No. 07.1730.05-LED which was previously approved by City Council on July 7, 2010.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Settlement Agreement for the Martin Luther King Boulevard Improvement Project

SETTLEMENT AGREEMENT FOR THE MARTIN LUTHER KING BOULEVARD IMPROVEMENTS 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 Wells Cargo, Inc., a Nevada corporation ("Wells Cargo"). The City and Wells Cargo are individually or collectively referred to herein as the "Settling Party" or "Settling Parties."

RECITALS

WHEREAS, On January 31, 2008, the City and Wells Cargo entered into a contract ("Construction Contract") providing for the construction of a project known as Martin Luther King Boulevard Improvements, Alta Drive to Carey Avenue, CLV Bid No. 07.1730.05-LED, which included improvements to Martin Luther King Boulevard ("Project"); and

WHEREAS, the City and Wells Cargo executed a Settlement Agreement (the "First Settlement Agreement") on September 4, 2009 to settle previous construction issues, disputes, and claims related to the Project; and

WHEREAS, the City and Wells Cargo, through their respective authorized representatives, have participated in arms length negotiations related to construction issues, disputes, and claims related to the Project; and

WHEREAS, without any admission of liability, the Settling Parties now desire to settle additional construction issues, disputes, and claims as they relate to the Project, and to release each other from certain claims 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
EXTENSION OF TIME

Prior to this Settlement Agreement, the First Settlement Agreement extended the contract time by 151 calendar days due to delays thereby extending the original contract to March 23, 2010. The Settling Parties hereby agree to extend the contract time by an addition 129 days such that the Contract shall be substantially complete by July 30, 2010 due to delays as of May 12, 2010 caused by utility conflicts, asphalt oil escalation and other Project issues set forth below. No further work, except for the 30-day punch list items, is expected by either Party to be performed beyond July 30, 2010. After July 30, 2010, the conditions and requirements of Special Provisions Section 108.09 "Failure to Complete the Work on Time" shall apply. This shall be consideration for all delays for all items of work up to July 30, 2010.

Notwithstanding the aforementioned dates this Agreement does not release or waive or otherwise address delays or other Project issues that may be encountered by the Settling Parties after July 30, 2010.

ARTICLE II
ADDITIONAL WORK

The City is granting this Extension of Contract time for work completed to date and Wells Cargo has not agreed to perform any additional items of work.

ARTICLE III
SETTLEMENT AMOUNT

The Settling Parties hereby agree that the City will issue a change order, through July 30, 2010, authorizing payment to Wells Cargo in the amount of Six Hundred Eleven Thousand Two Hundred Five Dollars and 67/100 Cents ($611,205.67) ("Settlement Amount") (which includes the payment of any interest pursuant to NRS 338.010 et. seq.) as the final and complete payment for the following, all of which arose prior to July 30, 2010:

1. Compensation for issues related to utility delays and inefficiencies at Four Hundred Forty Six Thousand Six Hundred Dollars and No Cents. ($446,600.00).
2. Asphalt oil escalation costs due to extended contract time in the amount of Seventy Nine Thousand Four Hundred Fifty Four Dollars and Seventy Four Cents ($79,454.74).
3. Bonds, Builders Risk Insurance, and General Liability in the amount of Eighty Five Thousand One Hundred Fifty Dollars and 93/100 Cents ($85,150.93).

The City shall pay the Settlement Amount within thirty (30) days after the execution of this Agreement by the Parties and approval by the Regional Transportation Commission of Southern Nevada ("RTC") and by City Council. 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 IV
RELEASE

In consideration for the City paying the Settlement Amount, Wells Cargo hereby releases the City, its officers, employees, agents, representatives and consultants from any and all current or future claims, known and unknown, related to the construction of 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, from the date of the Notice to Proceed and through July 30, 2010.

In addition, Wells Cargo hereby forever releases any right under the Construction Contract to any claim related to the Construction Contract (including, but not limited to utilities, pavement sequencing, UTACS, asphalt oil escalation, landscaping), or any formal or informal communication between the Settling Parties or their agents at any time, adequately indicated to Wells Cargo at any time the necesssary labor, materials, equipment and incidentals and other requirements of the Construction Contract.

Wells Cargo hereby represents that its counsel of record has explained the effect of the execution of this Agreement and the release of all claims, known and unknown, as provided for herein and, based upon that explanation, Wells Cargo understands and acknowledges the legal significance and the

consequences of the claims being released by this Agreement. Wells Cargo further represents that it understands and acknowledges the legal significance and consequence of the release of unknown current or future claims related to construction of the Project and/or for any claims or issues against the City arising from the construction of the Project from the Date of Award of Contract and through July 30, 2010.

ARTICLE IV
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. Wells Cargo further agrees to defend, indemnify and hold the City or its officers harmless from any claims or causes of action, known or unknown, from Well Cargo's subcontractors of any tier, and material suppliers in the past through July 30, 2010 related to the claims in this Agreement. The City agrees to notify Wells Cargo immediately of any claims or causes of action, which are served or received by it. Wells Cargo's obligation to defend the City commences once notified by the 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 except as specifically provided herein in relation to the specific claims contained in this Agreement.

ARTICLE V
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 VI
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 claims in this Agreement from the Date of Award of Contract and through July 30, 2010.

ARTICLE VII
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 persons executing this Agreement on behalf of the Settling Parties are 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 Wells Cargo and the City, and is intended to bar all future claims by the Parties that are related to the claims in this Agreement from the Date of Award of Contract and through July 30, 2010.

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, MMC, City Clerk Date

APPROVED AS TO FORM:

By John S. Kedilla 6/1/10
Deputy City Attorney Date

WELLS CARGO, INC.

By: _____

Name: Dennis Rose III

Title: Operations 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 1st day of June, 2010, before me, the undersigned Notary Public in and for said County and State, appeared Dennis Ross III, Operations Manager of Wells Cargo, 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.

SHERI OLSON
Notary Public, State of Nevada
Appointment No. 01-71043-1
My Appt. Expires March 1, 2013

_____
Notary Public

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-53-2010 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road) ($218,356.75 - Capital Projects Fund - Special Assessments) - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $218,356.75
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Installation of pavement, curb and gutter, sidewalks, and driveway approaches.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-53-2010

RESOLUTION NO. R-53-2010

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (hereinafter the "District Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue and Valadez Street (East Of Cimarron Road) (hereinafter the "District") and ordered the acquisition of certain local improvements (hereinafter the "Project") within the District in the City; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council heretofore determined and does hereby declare that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is $227,512.75, of which $9,156.00 is available from other sources and of which $218,356.75 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the City Engineer (with the assistance of the City Engineer Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out an assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, the amount of

the proposed assessment to be levied thereon; the City Engineer has reported the assessment roll to the City Council and the City Engineer has filed the assessment roll with the City Clerk; and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the City Engineer (with the assistance of the City Engineer Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, July 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on July 7, 2010, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment
None		

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment
None		

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the improvements to be acquired in the District, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on June 2, 2010, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on July 7, 2010, on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1513 Assessment Protest Resolution" (herein the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the City Engineer, and filed in the records of the office of the City Clerk on June 2, 2010, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road), including, but not limited to, the acquisition of the improvements, and the levy of assessments for that

purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on July 21, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to form:

7/1/10 Val Steed for Bryan Scott
Date Assistant City Attorney

STATE OF NEVADA	)
	)
COUNTY OF CLARK	) **ss**
	)
CITY OF LAS VEGAS	)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on July 21, 2010.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on July 21, 2010, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this July 21, 2010.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-54-2010 - Approval of a Resolution supporting the roadway improvements known as the I-515 Corridor Project, located along I-515 between I-15 at the Spaghetti Bowl east and south to Henderson at Foothills Drive - Wards 3 and 5 (Reese and Barlow) and County and Henderson

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution consents and supports the efforts of the Nevada Department of Transportation to develop and construct the I-515 Corridor Project, which includes the following roadway improvements: I-515 Freeway capacity improvements (widening), reconstruction of a portion of the downtown viaduct and the relocation of several downtown city facilities, new interchanges including City Parkway and Pecos Road, local street improvements including the Bonanza Road Grade Separation at Las Vegas Boulevard; reconfiguration of the Las Vegas Boulevard, Casino Center Boulevard and 4th Street interchanges to provide a Split Diamond Interchange; Stewart Avenue realignment to Pecos Road; along with various and operational improvements. Construction of frontage roads to improve the flow of traffic between Las Vegas Boulevard, Casino Center Boulevard and 4th Street interchanges, construction of ramps to provide direct access from 4th Street/Las Vegas Boulevard to I-15, reconfiguration of Southbound I-515 to provide express lanes for through traffic and local lanes serving downtown interchanges, reconstruction and expansion of the pedestrian and bicycle path along I-515.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-54-2010

RESOLUTION SUPPORTING THE PROJECT KNOWN AS THE "I-515 CORRIDOR PROJECT"

WHEREAS, the Nevada Department of Transportation (NDOT) and the City are working in a cooperative partnership to develop and construct a project known as the "I-515 Corridor Project" (the "Project"); and

WHEREAS, a portion of the Project lies within the corporate boundaries of the City of Las Vegas; and

WHEREAS, the Project includes the following elements:

–I-515 Freeway capacity improvements (widening)

–Reconstruction of a portion of the downtown viaduct and the relocation of several downtown City facilities

–New interchanges, including City Parkway and Pecos Road

–Local street improvements including the Bonanza Road Grade Separation at Las Vegas Boulevard; reconfiguration of the Las Vegas Boulevard, Casino Center Boulevard and 4th Street interchanges to provide a Split Diamond Interchange; Stewart Avenue realignment to Pecos Road; along with various operational improvements

–Construction of frontage roads to improve the flow of traffic between Las Vegas Boulevard, Casino Center Boulevard, and 4th Street interchanges

–Construction of ramps to provide direct access from 4th Street/Las Vegas Boulevard to I-15

–Reconfiguration of Southbound I-515 to provide express lanes for through traffic and local lanes serving downtown interchanges

–Reconstruction and expansion of the pedestrian and bicycle path along I-515;

and

WHEREAS, NDOT desires to obtain from the City Council its consent and support for the Project and its elements.

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, as follows:

1. That the City Council consents to and supports the Project as described herein.

2. That the City Clerk be, and she hereby is, authorized, empowered and directed to furnish a copy of this Resolution to the Director of Public Works for transmittal to NDOT.

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 7-7-10
Date

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - 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.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
Discussion and possible action regarding of an Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada for the implementation of an electric bicycle program - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
As a part of the City of Las Vegas' sustainability initiative, the City will enter into an interlocal agreement with the Regional Transportation Commission of Southern Nevada (RTC) to implement an electric bicycle program in the downtown Las Vegas area. The program will provide for alternative transportation for local government employees by using RTC-owned electric bikes for travel to and from meetings and events at other public facilities within the area.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement: Agency Agreement for Electric Bike Program

INTERLOCAL AGREEMENT

AGENCY AGREEMENT FOR ELECTRIC BIKE PROGRAM

THIS INTERLOCAL AGREEMENT ("Agreement") is made on _____, 2010, ("Effective Date") by and between the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC," and the City of Las Vegas, a municipal corporation of the State of Nevada, whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, hereinafter referred to as "Agency."

WHEREAS, the RTC desires to promote sustainability and is instituting an electric bike program in the downtown Las Vegas area, to provide alternative transportation for local government employees by using RTC-owned electric bikes to maintain an ongoing interaction through direct contracts between agencies by traveling to and from meetings and events at other public facilities; and

WHEREAS, the Agency, desires to have its employees participate in the electric bike program during work hours; and

NOW THEREFORE, it is agreed:

ARTICLE I - SCOPE OF WORK

The parties shall perform their responsibilities as specified in attached Exhibit A, Scope of Work.

ARTICLE II - CONSIDERATION

Consideration by the RTC to the Agency:

A. The RTC agrees to provide the electric bikes, and their maintenance, along with participant waivers.

Consideration by the Agency to the RTC:

A. The Agency agrees to provide the applicable insurance and accept liability for its employees for their safety and the equipment.

ARTICLE III - TERM

The term of the agreement specified herein from the Effective Date to December 31, 2011.

ARTICLE IV - INDEMNIFICATION AND INSURANCE

Subject to the limitations of the law, including but not limited to Nevada Revised Statutes, Chapter 41, each party agrees to be solely responsible for the acts and/or omissions of its officers and its employees in the performance of this Agreement and the use of the electric bikes which are the subject of this Agreement.

The Agency, at its own expense, shall obtain and maintain for the duration of the Interlocal Agreement insurance for commercial general liability in the amount of $1,000,000 per occurrence, auto liability in the amount of $1,000,000 per occurrence, and workman's compensation insurance, showing the RTC as an additional insured.

The Agency will provide the RTC with certificates of insurance for the coverages listed above and endorsements establishing coverage required by this Interlocal Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

The insurance certificates supplied by the Agency must provide for a 30 day notice to the RTC before the implementation of a proposal to cancel the required insurance coverages. The notice requirement does not waive the insurance requirements contained therein. In addition, the Agency shall notify the RTC within 30 days of any reduction in coverage or limits.

Alternatively, the Agency may insure by self-insurance, which provides equivalent coverage as the above insurance provisions for the protection of the property. Notification shall be to the RTC if the Agency is exercising this alternative.

ARTICLE V - ASSIGNMENT

Assignment of this Interlocal Agreement is not permitted without the written mutual approval of the RTC and the Agency.

ARTICLE VI - TERMINATION

A. Convenience

1. For Convenience: This Interlocal Agreement may be terminated if both of the parties to the Interlocal Agreement agree to such early mutual termination.
2. For Convenience: The RTC may terminate this Agreement with 10 calendar days written notice to the Agency, which includes but is not limited to discontinuance of the electric bike program.
3. For Convenience: The Agency may terminate this Agreement with 10 calendar days written notice to the RTC.

B. Cause

1. For Cause: The RTC may, by 10 calendar days written notice to the Agency, terminate this Interlocal Agreement for any of the following reasons:

A. The Agency does not provide insurance to its employees and/or does not reimburse the RTC for the repair or replacement of equipment damaged, lost or stolen.

B. The Agency defaults in the substantial performance of any of its obligations under this Interlocal Agreement.

2. For Cause: The Agency may, by 10 calendar days written notice to the RTC, terminate this Interlocal Agreement for any of the following reasons:

A. The RTC defaults in the substantial performance of any of its obligations under this Interlocal Agreement.

C. RTC Made Whole

1. Should this Interlocal Agreement be terminated for any reason, the Agency shall reimburse the RTC for the repair or replacement cost of an electric bike which has been damaged, lost or stolen, within 30 calendar days following the termination of the Interlocal Agreement.

ARTICLE VII - PROHIBITED INTEREST.

No member, officer, or employee of the Agency or the RTC during his or her tenure and for a period of one year thereafter shall have any interest, direct or indirect, in this Interlocal Agreement or the proceeds thereof.

ARTICLE VIII - DISCRIMINATION.

Pursuant to the Rehabilitation Act of 1973 (Public Law 93-112, 29 U.S.C. 790 et.seq.), as amended, the Agency will comply with all requirements of Section 504 of the Act and the USDOT regulation (49 CFR; Part 27 and 609) implementing the Act, which prohibits discrimination on the basis of disabilities. The Agency will comply with all requirements of the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 U.S.C. 327, et.seq.).

The services and employment opportunities offered or furnished by the Agency shall be made available for all eligible persons without regard to race, color, creed, religion, sex, age, national origin, marital status, or disabilities. All personnel activities of the Agency shall be conducted in a manner, which will assure equal employment opportunity for all. Such activities will be based solely on individual merit and fitness of applicants and employees without regard

to race, color, creed, religion, sex, age, national origin, marital status, disabilities, political affiliation, or other non-merit factors.

ARTICLE IX - GENERAL CONDITIONS.

It is further agreed by and between the RTC and the Agency as follows:

A. That in entering into this Interlocal Agreement, the Agency and/or its employees, agents, or representatives acquire no status, rights, or benefits as an employee of the RTC, it being expressly understood and agreed that the Agency shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.

B. That this Interlocal Agreement may not be enlarged, modified, or altered except by a written document, which is signed by the parties as an amendment hereto.

C. That no waiver of any breach of this Interlocal Agreement shall be held or construed to be a waiver or any subsequent breach thereof.

D. That it is expressly understood and agreed by the parties hereto that the only expenditures to be made by the RTC under and by virtue of this Interlocal Agreement shall be the charges and fees specifically provided herein.

ARTICLE X - NOTICES

Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

AGENCY: Tom Perrigo
City of Las Vegas
Administrative Service Department
400 Stewart Avenue
Las Vegas, NV 89101

COPY TO:	Marco Velotta City of Las Vegas Administrative Services Department 400 Stewart Avenue Las Vegas, NV 89101
RTC:	Regional Transportation Commission of Southern Nevada Manager of Purchasing and Contracts 600 S. Grand Central Parkway, Suite 350 Las Vegas, NV 89106-4512
COPY TO:	Regional Transportation Commission of Southern Nevada Manager Planning 600 S. Grand Central Parkway, Suite 350 Las Vegas, NV 89106-4512

Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF the parties hereto have caused this Interlocal Agreement to be executed on the year and date first herein above written.

CITY OF LAS VEGAS

BY:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

BY: John S. Ridilla 7/6/10
John S. Ridilla
Deputy City Attorney

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

BY:_____
JACOB SNOW, General Manager

ATTEST:

_____
LISA MAGNUSSON
Executive Secretary

APPROVED AS TO FORM:

_____
ZEV KAPLAN, General Counsel

EXHIBIT A

SCOPE OF WORK

A. The RTC is responsible to purchase, and provide maintenance for the electric bikes.

The RTC shall be responsible to develop a training video and skills test that each Agency's employee participant (Participant) will be required to complete before being able to participate in the program.

The RTC shall not be responsible for any lost or stolen personal items left on the bike by a Participant.

The RTC shall not be responsible for any injury or death to any Participant of the electric bike program.

The RTC shall host a blog where Participant experiences can be reported and modifications to the program made based on this input.

B. The Agency recognizes that its participation in the electric bike program may involve risk of serious injury or death, and property damage to equipment and is responsible to provide general liability, auto liability and workers compensation insurance for its employees while using the electric bikes, whether there was negligence or not by its employees, the Agency and/or the RTC, or any other party. The Agency shall provide safety equipment as needed for its Participants.

The Agency shall be responsible to coordinate with the RTC and its Participants, for each Participant to attend the mandatory training video, and to test and pass a skills test prior to using the electric bikes.

The Agency shall be responsible to have each Participant in the program sign a Participant waiver of liability as provided by the RTC, and shall keep on file. At the RTC's request, Agency shall provide copies of Participant waivers of liability to the RTC.

The Agency shall be responsible for the correct storage of bike batteries which are not in use and/or being charged.

Agency shall be responsible for the safe and secure storage of the bikes while they are in the Agency's or its Participant's possession.

The Agency shall be responsible to reimburse the RTC for the repair or replacement cost of an electric bike which has been damaged, lost or stolen due to its employee's participation in the electric bike program.

The Agency shall be responsible to charge the bike battery(ies) and for the cost of electricity to charge the bike batteries.

The Agency is responsible to track each of its Participant's trips and report to the RTC its participation on a monthly basis.

The labor cost for training cyclists and Agency coordinators will be fully reimbursed at each person's hourly rate plus benefits cost percentage. The Agency requesting reimbursement for time spent training on the Electric Bike Program must submit on a quarterly basis (Oct-Dec, Jan-March, April-June, July-Sept) backup pay-stubs showing hourly rate and a report showing training time and dates. The social security number and other personal data should be marked out on the pay-stub copies. Once the training grant funding is exhausted, the RTC will notify participating Agencies they will no longer be reimbursed.

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing, discussion and possible action regarding complaint seeking disciplinary action against Ran Oriental Therapy's LLC, d/b/a Oriental Angels Massage, and Jinli Ran, 2600 West Sahara Avenue, #115, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code – Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Ran Oriental Therapy's LLC d/b/a Oriental Angels Massage holds Massage Establishment License M03-00107-6-100306. Jinli Ran is the owner of Ran Oriental Therapy's LLC and also holds Massage Therapist License No. M12-00187-5-094559. Between 2008 and 2010, five individuals employed at Oriental Angels Massage have been arrested for soliciting prostitution. As a result of these repeated offenses, it is alleged that Ran Oriental Therapy's LLC d/b/a Oriental Angels Massage has operated in an illegal manner, contrary to law and in violation of LVMC 6.02.330, 6.52.120, NRS 201.354(1) and LVMC 10.36.020(A).

RECOMMENDATION:
Recommend revocation of Massage Establishment License M03-00107-6-100306

BACKUP DOCUMENTATION:
1. Complaint for Disciplinary Action
2. Order Approving Complaint and Notice of Hearing with Affidavit of Service
3. Respondents' Answer to City of Las Vegas' Complaint Disciplinary Action and Receipt of Copy

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN,

Respondents.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for Disciplinary Action against RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE, and JINLI RAN, individually and as officer of RAN ORIENTAL THERAPY'S LLC, 2600 West Sahara Avenue, #115, Las Vegas, Clark County, Nevada, Respondents, and states:

Respondent RAN ORIENTAL THERAPY'S LLC holds a privileged Massage Establishment License No. M03-00107-6-100306. Respondent JINLI RAN is the sole officer and member of Respondent RAN ORIENTAL THERAPY'S LLC and also holds Massage Therapist License No. M12-00187-5-094559.

. . . .

. . . .

SUMMARY OF ALLEGATIONS

ORIENTAL ANGELS MASSAGE is owned by JINLI RAN through her interest in RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company. It has been operated repeatedly in an unlawful manner by creating a public and chronic nuisance in violation of Nevada law and the Las Vegas Municipal Code by allowing its massage therapists to engage in solicitation of prostitution.

SOLICITATION OF PROSTITUTION

On January 8, 2008, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Wenjuan Li to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Li agreed to perform an act of manual masturbation upon the detective for an additional $80. Ms. Li was arrested on charges of Soliciting Prostitution. On October 1, 2008, Ms. Li entered a plea of nolo contendere, pursuant to negotiation, to a reduced charge of Obscene Massage.

On December 24, 2008, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Mei Zhao to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Zhao agreed to perform an act of manual masturbation upon the detective for an additional $200. Ms. Zhao was arrested on a charge of Soliciting Prostitution. On September 9, 2009, Ms. Zhao entered a plea of guilty to the charge of Soliciting Prostitution.

On July 22, 2009, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Mei Wan Kong to receive a massage. During the course of the massage, Ms. Kong agreed to perform an act of manual masturbation upon the detective for an additional $50. Ms. Kong was arrested on a charge of Soliciting Prostitution.

On October 21, 2009, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Xue Rong Fu to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Fu agreed to perform

. . . .

an act of manual masturbation upon the detective for an additional $60. Ms. Fu was arrested on a charge of Soliciting Prostitution.

On February 19, 2010, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with Xue Rong Fu to receive a half-hour massage for the price of $50. During the course of the massage, Ms. Fu agreed to perform an act of manual masturbation upon the detective for an additional $50. Ms. Fu was arrested on a charge of Soliciting Prostitution.

After each arrest Respondent RAN was notified of the arrest of her employee for Soliciting Prostitution and of the violation of City ordinances regarding massage establishments.

CODE COMPLIANCE FAILURE

On March 29, 2007, detectives with the Special Investigations Section of the Las Vegas Metropolitan Police Department conducted a compliance check at Oriental Angels Massage. During the course of the inspection, the detectives spoke with Mai Tieu and Sun Wee who both identified themselves as massage therapists. Neither Tieu nor Wee were licensed as massage therapists by the City of Las Vegas as required by Las Vegas Municipal Code (LVMC) 6.52.040. Both Tieu and Wee were issued citations for acting as massage therapists without a valid license. Respondent RAN admitted to the detectives that she employed Tieu and Wee as massage therapists, however, neither individual was included on the register of employees of Oriental Angels Massage as required by LVMC 6.52.080. Respondent RAN was issued citations for failing to include Tieu and Wee on the register of employees and allowing them to work as massage therapists without the required license.

On November 5, 2007, Sun Wee was found guilty of the offense of acting as a massage therapist without the required license pursuant to a plea of nolo contendere. On October 22, 2007, Mai Tieu entered plea of guilty to the charge of acting as a massage therapist without the required license. On January 28, 2008, Respondent RAN was convicted of the offense of failing to include Tieu and Wee on the register of employees for Oriental Angels Massage.

. . . .

. . . .

OTHER ACTS

Respondent JINLI RAN is also the owner of three massage establishments operated under the names of Shangri La Health Clinic, Asian Garden and Desert Paradise Spa. Each of these establishments has a history of offenses for soliciting prostitution. Detectives made four arrests for Soliciting Prostitution at Shangri La Health Clinic between 2006 and 2009. Detectives made four arrests for Soliciting Prostitution at Asian Garden between 2007 and 2010. Detectives made one arrest for Soliciting Prostitution at Desert Paradise Spa in 2009.

SUBSTANTIVE LAW

LVMC 6.02.330 provides [Unlawful Business Activity]:

> A licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include the following:
>
> (A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;
>
> . . . .
>
> (D) The licensee or any of its principals, or their employees or those acting on their behalf, violate a condition which is imposed upon the license;
>
> . . . .
>
> (G) The premises on which the business is conducted do not satisfy local, state or federal law or regulations which pertain to the activity which is actually engaged in;
>
> (H) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance; or
>
> (I) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code.

LVMC 6.02.350 provides [Acts and Omissions]:

> A licensee under this Title shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee.

LVMC 6.52.120 provides [Prohibited Activities]:

> It is unlawful for a massage establishment licensee, or a principal or employee thereof, to do any of the following:
>
> (A) Within a massage establishment, engage in or solicit sexual activity during the course of performing massage therapy on a person, with or without the consent of the person, including, without limitation, if the licensee, principal or employee:
>
> (1) Made sexual advances toward the person;
>
> (2) Requested sexual favors from the person; or
>
> (3) Massaged, touched or applied any instrument to the breasts of the person, unless the person has signed a written consent form provided by the Nevada Board of Massage Therapists;
>
> (B) Within a massage establishment, allow a massage therapist to engage in or solicit sexual activity in violation of Subsection (A) of this Section;
>
> (C) Engage in false, deceptive or misleading advertising regarding the services available within a massage establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a massage establishment licensee, principal or employee has received.

LVMC 6.52.080 provides [Register of Employees]:

> The licensee or principal of a massage establishment shall maintain a register of all persons who at any time are employed or contracted as massage therapists and their City and State license numbers. Such register shall be made available upon request to representatives of the Department or Metro during regular business hours.

LVMC 6.52.040 provides [License Required]:

> No person shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises, the operation of a massage establishment, or the performance of massage therapy as a massage therapist or a massage establishment licensee practitioner, without first obtaining and thereafter

maintaining a valid unexpired license for that activity pursuant to this Title.

NRS 201.354(1) provides [Solicitation of Prostitution]:

> It is unlawful for any person to engage in prostitution or solicitation therefor, except in a licensed house of prostitution.

LVMC 10.36.020(A) provides [Solicitation of Prostitution]:

> It is unlawful for anyone, other than a Peace Officer acting within the scope of his or her employment, to:
>
> (1) Commit, engage in, institute, solicit, offer or agree to commit an act of prostitution;
>
> (2) Attempt to commit, engage in, or institute an act of prostitution; or
>
> (3) Intentionally facilitate, allow, permit, encourage, procure, negotiate or provide a fee for an act of prostitution.

STANDARD OF EVIDENCE

LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
>
> (B) The respondent shall have the right to call and examine witnesses on his own behalf, cross-examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.
>
> (C) The respondent may be called and examined by the City.
>
> (D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

PENALTY

LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension, imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence,

or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

ALLEGATIONS

COUNT ONE

It is alleged that between March 29, 2007 and present, Respondents RAN ORIENTAL THERAPY'S LLC d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN operated a business which constituted a public, private and chronic nuisance and which has been conducted in an unlawful, illegal and impermissible manner, to wit: creating, promoting, fostering, aiding, enabling, exercising deliberate indifference towards or failing to abate a public nuisance, private nuisance or chronic nuisance and permitting an environment in which solicitation of prostitution occurred in violation of the Las Vegas Municipal Code and Nevada Revised Statutes.

COUNT TWO

It is alleged that between March 29, 2007 and present, Respondents RAN ORIENTAL THERAPY'S LLC d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN operated a business which they and its principals, employees and others acting on its behalf failed to require of its employees and others related directly and indirectly to the business to acquire, maintain and report required licenses, registers of employees and other required documents and failing to cooperate with the Director of Business Services' efforts to enforce the provisions of the Las Vegas Municipal Code, in violation of the Las Vegas Municipal Code and the Nevada Revised Statutes.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondents shall appear and show cause why the licenses that are the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

. . . .

. . . .

B. Grant such other and further relief as the Council deems appropriate.

DATED this 21st day of May, 2010.

RESPECTFULLY SUBMITTED:

By: _____
MARK R. VINCENT, Director
Finance and Business Services

BRADFORD R. JERBIC
City Attorney

By: _____
PHILIP R. BYRNES
Deputy City Attorney
Nevada Bar No. 166
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

ORIGINAL

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

RECEIVED
CITY CLERK
2010 JUL -7 P 3:22

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN,

Respondents.

ORDER APPROVING COMPLAINT AND NOTICE OF HEARING

TO: RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE, and JINLI RAN, Respondents:

The Complaint for Disciplinary Action by the DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA, against you dated May 21, 2010, a copy of which is attached to this Order and Notice, having come before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on June 2, 2010, and the Council being satisfied that probable grounds exist for disciplinary action against you as alleged in the Complaint for Disciplinary Action;

IT IS ORDERED that the issuance of the Complaint for Disciplinary Action and a hearing on the Complaint for Disciplinary Action are approved.

YOU ARE HEREBY NOTIFIED that the hearing will be held before the City Council of the City of Las Vegas, Nevada, at the Council Chambers, City Hall, 400 Stewart Avenue,

Las Vegas, Nevada, 89101, on July 21, 2010, beginning at the hour of 9 a.m., or as soon thereafter as the matter can be heard.

The hearing will be upon the charges in the Complaint for Disciplinary Action which has been served upon you. You may be present at the hearing and you may be represented by a lawyer. You may present any relevant evidence you have, and you will be given full opportunity to cross examine all witnesses testifying against you.

YOU ARE FURTHER NOTIFIED that within twenty (20) days after service of the Complaint for Disciplinary Action, but not later than five (5) days before the hearing date, you must file with the City Clerk, First Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101, and serve a copy upon the City Attorney of your answer to the charges made in the Complaint for Disciplinary Action, and set forth any affirmative defenses you intend to raise.

YOU ARE ALSO NOTIFIED that your failure to file an answer to the Complaint for Disciplinary Action or to appear at the hearing shall constitute an admission to all the matters contained in the Complaint for Disciplinary Action as provided by Las Vegas Municipal Code § 6.88.100.

DATED this 2nd day of June, 2010.

THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, NEVADA

By: _____
OSCAR B. GOODMAN
Mayor

APPROVED AS TO LEGAL FORM:

_____
PHILIP R. BYRNES
Deputy City Attorney

6/2/10
Date

Attest: _____
BEVERLY K. BRIDGES, MMC, City Clerk

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN,

Respondents.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for Disciplinary Action against RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE, and JINLI RAN, individually and as officer of RAN ORIENTAL THERAPY'S LLC, 2600 West Sahara Avenue, #115, Las Vegas, Clark County, Nevada, Respondents, and states:

Respondent RAN ORIENTAL THERAPY'S LLC holds a privileged Massage Establishment License No. M03-00107-6-100306. Respondent JINLI RAN is the sole officer and member of Respondent RAN ORIENTAL THERAPY'S LLC and also holds Massage Therapist License No. M12-00187-5-094559.

. . . .

. . . .

SUMMARY OF ALLEGATIONS

ORIENTAL ANGELS MASSAGE is owned by JINLI RAN through her interest in RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company. It has been operated repeatedly in an unlawful manner by creating a public and chronic nuisance in violation of Nevada law and the Las Vegas Municipal Code by allowing its massage therapists to engage in solicitation of prostitution.

SOLICITATION OF PROSTITUTION

On January 8, 2008, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Wenjuan Li to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Li agreed to perform an act of manual masturbation upon the detective for an additional $80. Ms. Li was arrested on charges of Soliciting Prostitution. On October 1, 2008, Ms. Li entered a plea of nolo contendere, pursuant to negotiation, to a reduced charge of Obscene Massage.

On December 24, 2008, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Mei Zhao to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Zhao agreed to perform an act of manual masturbation upon the detective for an additional $200. Ms. Zhao was arrested on a charge of Soliciting Prostitution. On September 9, 2009, Ms. Zhao entered a plea of guilty to the charge of Soliciting Prostitution.

On July 22, 2009, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Mei Wan Kong to receive a massage. During the course of the massage, Ms. Kong agreed to perform an act of manual masturbation upon the detective for an additional $50. Ms. Kong was arrested on a charge of Soliciting Prostitution.

On October 21, 2009, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Xue Rong Fu to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Fu agreed to perform

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On February 19, 2010, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with Xue Rong Fu to receive a half-hour massage for the price of $50. During the course of the massage, Ms. Fu agreed to perform an act of manual masturbation upon the detective for an additional $50. Ms. Fu was arrested on a charge of Soliciting Prostitution.

After each arrest Respondent RAN was notified of the arrest of her employee for Soliciting Prostitution and of the violation of City ordinances regarding massage establishments.

CODE COMPLIANCE FAILURE

On March 29, 2007, detectives with the Special Investigations Section of the Las Vegas Metropolitan Police Department conducted a compliance check at Oriental Angels Massage. During the course of the inspection, the detectives spoke with Mai Tieu and Sun Wee who both identified themselves as massage therapists. Neither Tieu nor Wee were licensed as massage therapists by the City of Las Vegas as required by Las Vegas Municipal Code (LVMC) 6.52.040. Both Tieu and Wee were issued citations for acting as massage therapists without a valid license. Respondent RAN admitted to the detectives that she employed Tieu and Wee as massage therapists, however, neither individual was included on the register of employees of Oriental Angels Massage as required by LVMC 6.52.080. Respondent RAN was issued citations for failing to include Tieu and Wee on the register of employees and allowing them to work as massage therapists without the required license.

On November 5, 2007, Sun Wee was found guilty of the offense of acting as a massage therapist without the required license pursuant to a plea of nolo contendere. On October 22, 2007, Mai Tieu entered plea of guilty to the charge of acting as a massage therapist without the required license. On January 28, 2008, Respondent RAN was convicted of the offense of failing to include Tieu and Wee on the register of employees for Oriental Angels Massage.

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OTHER ACTS

Respondent JINLI RAN is also the owner of three massage establishments operated under the names of Shangri La Health Clinic, Asian Garden and Desert Paradise Spa. Each of these establishments has a history of offenses for soliciting prostitution. Detectives made four arrests for Soliciting Prostitution at Shangri La Health Clinic between 2006 and 2009. Detectives made four arrests for Soliciting Prostitution at Asian Garden between 2007 and 2010. Detectives made one arrest for Soliciting Prostitution at Desert Paradise Spa in 2009.

SUBSTANTIVE LAW

LVMC 6.02.330 provides [Unlawful Business Activity]:

> A licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include the following:
>
> (A) The licensee or any of its principals is engaged, or has commenced, instituted, advertised, aided, carried on, continued or engaged, in a business, trade or profession without having obtained a valid license, an approval for suitability, a permit or a work card when such a person knew that one was required or under such circumstances that they reasonably should have known one was required, or has solicited, encouraged, caused or procured another to do so;
>
> . . . .
>
> (D) The licensee or any of its principals, or their employees or those acting on their behalf, violate a condition which is imposed upon the license;
>
> . . . .
>
> (G) The premises on which the business is conducted do not satisfy local, state or federal law or regulations which pertain to the activity which is actually engaged in;
>
> (H) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance; or
>
> (I) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code.

LVMC 6.02.350 provides [Acts and Omissions]:

> A licensee under this Title shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee.

LVMC 6.52.120 provides [Prohibited Activities]:

> It is unlawful for a massage establishment licensee, or a principal or employee thereof, to do any of the following:
>
> (A) Within a massage establishment, engage in or solicit sexual activity during the course of performing massage therapy on a person, with or without the consent of the person, including, without limitation, if the licensee, principal or employee:
>
> (1) Made sexual advances toward the person;
>
> (2) Requested sexual favors from the person; or
>
> (3) Massaged, touched or applied any instrument to the breasts of the person, unless the person has signed a written consent form provided by the Nevada Board of Massage Therapists;
>
> (B) Within a massage establishment, allow a massage therapist to engage in or solicit sexual activity in violation of Subsection (A) of this Section;
>
> (C) Engage in false, deceptive or misleading advertising regarding the services available within a massage establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a massage establishment licensee, principal or employee has received.

LVMC 6.52.080 provides [Register of Employees]:

> The licensee or principal of a massage establishment shall maintain a register of all persons who at any time are employed or contracted as massage therapists and their City and State license numbers. Such register shall be made available upon request to representatives of the Department or Metro during regular business hours.

LVMC 6.52.040 provides [License Required]:

> No person shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises, the operation of a massage establishment, or the performance of massage therapy as a massage therapist or a massage establishment licensee practitioner, without first obtaining and thereafter

maintaining a valid unexpired license for that activity pursuant to this Title.

NRS 201.354(1) provides [Solicitation of Prostitution]:

> It is unlawful for any person to engage in prostitution or solicitation therefor, except in a licensed house of prostitution.

LVMC 10.36.020(A) provides [Solicitation of Prostitution]:

> It is unlawful for anyone, other than a Peace Officer acting within the scope of his or her employment, to:
>
> (1) Commit, engage in, institute, solicit, offer or agree to commit an act of prostitution;
>
> (2) Attempt to commit, engage in, or institute an act of prostitution; or
>
> (3) Intentionally facilitate, allow, permit, encourage, procure, negotiate or provide a fee for an act of prostitution.

STANDARD OF EVIDENCE

LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
>
> (B) The respondent shall have the right to call and examine witnesses on his own behalf, cross-examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.
>
> (C) The respondent may be called and examined by the City.
>
> (D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

PENALTY

LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension, imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence,

or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

ALLEGATIONS

COUNT ONE

It is alleged that between March 29, 2007 and present, Respondents RAN ORIENTAL THERAPY'S LLC d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN operated a business which constituted a public, private and chronic nuisance and which has been conducted in an unlawful, illegal and impermissible manner, to wit: creating, promoting, fostering, aiding, enabling, exercising deliberate indifference towards or failing to abate a public nuisance, private nuisance or chronic nuisance and permitting an environment in which solicitation of prostitution occurred in violation of the Las Vegas Municipal Code and Nevada Revised Statutes.

COUNT TWO

It is alleged that between March 29, 2007 and present, Respondents RAN ORIENTAL THERAPY'S LLC d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN operated a business which they and its principals, employees and others acting on its behalf failed to require of its employees and others related directly and indirectly to the business to acquire, maintain and report required licenses, registers of employees and other required documents and failing to cooperate with the Director of Business Services' efforts to enforce the provisions of the Las Vegas Municipal Code, in violation of the Las Vegas Municipal Code and the Nevada Revised Statutes.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondents shall appear and show cause why the licenses that are the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

. . . .

. . . .

B. Grant such other and further relief as the Council deems appropriate.

DATED this 21st day of May, 2010.

RESPECTFULLY SUBMITTED:

By: _____
MARK R. VINCENT, Director
Finance and Business Services

BRADFORD R. JERBIC
City Attorney

By: _____
PHILIP R. BYRNES
Deputy City Attorney
Nevada Bar No. 166
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

ORIGINAL

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

RECEIVED
CITY CLERK
2010 JUL -7 P 3:22

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN,

Respondents.

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

DARRIN BURGESS, being first duly sworn, says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, and not a party to or interested in the proceeding in which this affidavit is made. That on June 14, 2010, affiant received a copy of the Order Approving Complaint and Notice of Hearing along with the Complaint for Disciplinary Action in the above-referenced matter, and served the same on Jinli Ran at 7585 West Washington Avenue, #170, in Las Vegas, Clark County, Nevada, June 15, 2010.

DATED this 16th day of June, 2010.

DARRIN BURGESS

SUBSCRIBED AND SWORN TO before me this 16 day of June, 2010.

NOTARY PUBLIC

Notary Public - State of Nevada
County of Clark
GUADALUPE GONZALEZ
My Appointment Expires
January 28, 2011
No: 99-53801-1

ORIGINAL

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

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IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN,

Respondents.

ORDER APPROVING COMPLAINT AND NOTICE OF HEARING

TO: RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE, and JINLI RAN, Respondents:

The Complaint for Disciplinary Action by the DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA, against you dated May 21, 2010, a copy of which is attached to this Order and Notice, having come before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on June 2, 2010, and the Council being satisfied that probable grounds exist for disciplinary action against you as alleged in the Complaint for Disciplinary Action;

IT IS ORDERED that the issuance of the Complaint for Disciplinary Action and a hearing on the Complaint for Disciplinary Action are approved.

YOU ARE HEREBY NOTIFIED that the hearing will be held before the City Council of the City of Las Vegas, Nevada, at the Council Chambers, City Hall, 400 Stewart Avenue,

Las Vegas, Nevada, 89101, on July 21, 2010, beginning at the hour of 9 a.m., or as soon thereafter as the matter can be heard.

The hearing will be upon the charges in the Complaint for Disciplinary Action which has been served upon you. You may be present at the hearing and you may be represented by a lawyer. You may present any relevant evidence you have, and you will be given full opportunity to cross examine all witnesses testifying against you.

YOU ARE FURTHER NOTIFIED that within twenty (20) days after service of the Complaint for Disciplinary Action, but not later than five (5) days before the hearing date, you must file with the City Clerk, First Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101, and serve a copy upon the City Attorney of your answer to the charges made in the Complaint for Disciplinary Action, and set forth any affirmative defenses you intend to raise.

YOU ARE ALSO NOTIFIED that your failure to file an answer to the Complaint for Disciplinary Action or to appear at the hearing shall constitute an admission to all the matters contained in the Complaint for Disciplinary Action as provided by Las Vegas Municipal Code § 6.88.100.

DATED this 2nd day of June, 2010.

THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, NEVADA

By: _____
OSCAR B. GOODMAN
Mayor

APPROVED AS TO LEGAL FORM:

_____
PHILIP R. BYRNES
Deputy City Attorney

6/2/10
Date

Attest: _____
BEVERLY K. BRIDGES, MMC, City Clerk

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN,

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COMPLAINT FOR DISCIPLINARY ACTION

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Respondent RAN ORIENTAL THERAPY'S LLC holds a privileged Massage Establishment License No. M03-00107-6-100306. Respondent JINLI RAN is the sole officer and member of Respondent RAN ORIENTAL THERAPY'S LLC and also holds Massage Therapist License No. M12-00187-5-094559.

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SUMMARY OF ALLEGATIONS

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SOLICITATION OF PROSTITUTION

On January 8, 2008, an undercover detective with the Las Vegas Metropolitan Police Department entered Oriental Angels Massage and agreed with one Wenjuan Li to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Li agreed to perform an act of manual masturbation upon the detective for an additional $80. Ms. Li was arrested on charges of Soliciting Prostitution. On October 1, 2008, Ms. Li entered a plea of nolo contendere, pursuant to negotiation, to a reduced charge of Obscene Massage.

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After each arrest Respondent RAN was notified of the arrest of her employee for Soliciting Prostitution and of the violation of City ordinances regarding massage establishments.

CODE COMPLIANCE FAILURE

On March 29, 2007, detectives with the Special Investigations Section of the Las Vegas Metropolitan Police Department conducted a compliance check at Oriental Angels Massage. During the course of the inspection, the detectives spoke with Mai Tieu and Sun Wee who both identified themselves as massage therapists. Neither Tieu nor Wee were licensed as massage therapists by the City of Las Vegas as required by Las Vegas Municipal Code (LVMC) 6.52.040. Both Tieu and Wee were issued citations for acting as massage therapists without a valid license. Respondent RAN admitted to the detectives that she employed Tieu and Wee as massage therapists, however, neither individual was included on the register of employees of Oriental Angels Massage as required by LVMC 6.52.080. Respondent RAN was issued citations for failing to include Tieu and Wee on the register of employees and allowing them to work as massage therapists without the required license.

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OTHER ACTS

Respondent JINLI RAN is also the owner of three massage establishments operated under the names of Shangri La Health Clinic, Asian Garden and Desert Paradise Spa. Each of these establishments has a history of offenses for soliciting prostitution. Detectives made four arrests for Soliciting Prostitution at Shangri La Health Clinic between 2006 and 2009. Detectives made four arrests for Soliciting Prostitution at Asian Garden between 2007 and 2010. Detectives made one arrest for Soliciting Prostitution at Desert Paradise Spa in 2009.

SUBSTANTIVE LAW

LVMC 6.02.330 provides [Unlawful Business Activity]:

> A licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include the following:
>
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> (D) The licensee or any of its principals, or their employees or those acting on their behalf, violate a condition which is imposed upon the license;
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>
> (G) The premises on which the business is conducted do not satisfy local, state or federal law or regulations which pertain to the activity which is actually engaged in;
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> (H) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance; or
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> (I) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code.

LVMC 6.02.350 provides [Acts and Omissions]:

> A licensee under this Title shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee.

LVMC 6.52.120 provides [Prohibited Activities]:

> It is unlawful for a massage establishment licensee, or a principal or employee thereof, to do any of the following:
>
> (A) Within a massage establishment, engage in or solicit sexual activity during the course of performing massage therapy on a person, with or without the consent of the person, including, without limitation, if the licensee, principal or employee:
>
> (1) Made sexual advances toward the person;
>
> (2) Requested sexual favors from the person; or
>
> (3) Massaged, touched or applied any instrument to the breasts of the person, unless the person has signed a written consent form provided by the Nevada Board of Massage Therapists;
>
> (B) Within a massage establishment, allow a massage therapist to engage in or solicit sexual activity in violation of Subsection (A) of this Section;
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> (C) Engage in false, deceptive or misleading advertising regarding the services available within a massage establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a massage establishment licensee, principal or employee has received.

LVMC 6.52.080 provides [Register of Employees]:

> The licensee or principal of a massage establishment shall maintain a register of all persons who at any time are employed or contracted as massage therapists and their City and State license numbers. Such register shall be made available upon request to representatives of the Department or Metro during regular business hours.

LVMC 6.52.040 provides [License Required]:

> No person shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises, the operation of a massage establishment, or the performance of massage therapy as a massage therapist or a massage establishment licensee practitioner, without first obtaining and thereafter

maintaining a valid unexpired license for that activity pursuant to this Title.

NRS 201.354(1) provides [Solicitation of Prostitution]:

> It is unlawful for any person to engage in prostitution or solicitation therefor, except in a licensed house of prostitution.

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> (1) Commit, engage in, institute, solicit, offer or agree to commit an act of prostitution;
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> (2) Attempt to commit, engage in, or institute an act of prostitution; or
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STANDARD OF EVIDENCE

LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
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PENALTY

LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension, imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence,

or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

ALLEGATIONS

COUNT ONE

It is alleged that between March 29, 2007 and present, Respondents RAN ORIENTAL THERAPY'S LLC d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN operated a business which constituted a public, private and chronic nuisance and which has been conducted in an unlawful, illegal and impermissible manner, to wit: creating, promoting, fostering, aiding, enabling, exercising deliberate indifference towards or failing to abate a public nuisance, private nuisance or chronic nuisance and permitting an environment in which solicitation of prostitution occurred in violation of the Las Vegas Municipal Code and Nevada Revised Statutes.

COUNT TWO

It is alleged that between March 29, 2007 and present, Respondents RAN ORIENTAL THERAPY'S LLC d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN operated a business which they and its principals, employees and others acting on its behalf failed to require of its employees and others related directly and indirectly to the business to acquire, maintain and report required licenses, registers of employees and other required documents and failing to cooperate with the Director of Business Services' efforts to enforce the provisions of the Las Vegas Municipal Code, in violation of the Las Vegas Municipal Code and the Nevada Revised Statutes.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondents shall appear and show cause why the licenses that are the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

. . . .

. . . .

B. Grant such other and further relief as the Council deems appropriate.

DATED this 21st day of May, 2010.

RESPECTFULLY SUBMITTED:

By: _____
MARK R. VINCENT, Director
Finance and Business Services

BRADFORD R. JERBIC
City Attorney

By: _____
PHILIP R. BYRNES
Deputy City Attorney
Nevada Bar No. 166
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

ORIGINAL

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

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IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a ORIENTAL ANGELS MASSAGE and JINLI RAN,

Respondents.

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

DARRIN BURGESS, being first duly sworn, says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, and not a party to or interested in the proceeding in which this affidavit is made. That on June 14, 2010, affiant received a copy of the Order Approving Complaint and Notice of Hearing along with the Complaint for Disciplinary Action in the above-referenced matter, and served the same on Jinli Ran at 7585 West Washington Avenue, #170, in Las Vegas, Clark County, Nevada, June 15, 2010.

DATED this 16th day of June, 2010.

DARRIN BURGESS

SUBSCRIBED AND SWORN TO before me this 16 day of June, 2010.

NOTARY PUBLIC

Notary Public - State of Nevada
County of Clark
GUADALUPE GONZALEZ
My Appointment Expires
January 28, 2011
No: 99-53801-1

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY - Tenant Commissioner

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Southern Nevada Regional Housing Authority (SNRHA) was created by AB478 in the 2009 Legislative session and R-66-2009 was adopted by the Las Vegas City Council on August 19, 2009. This board consists of 9 Commissioners; two appointed from each governing body and one Tenant Commissioner appointed by each of the governing bodies on a rotating basis. On September 2, 2009, the City Council ratified the appointment of Haywood Carter as an Interim Tenant Commissioner pursuant to Section IV(E) of Resolution No. R-66-2009 and his term will expire with the City of Las Vegas' appointment of the regular Tenant Commissioner to the SNRHA from a list of nominees provided by the Housing Authorities of Clark County and the cities of Las Vegas and North Las Vegas. The Tenant Commissioner must be a current recipient of assistance from the Authority.

RECOMMENDATION:
The City Council appoint the regular Tenant Commissioner from the list of nominees

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. List of Nominees

9-14-2009

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Las Vegas, NV

MEMBERS		ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1.	WILLIAMS, BRENDA J. Vice-Chair	1310 Ralston Drive **(Ward 5)**	89106	8-19-2009	9-7-2011
2.	CASALEGGIO, DAVE (FATHER)	352 S. Mallard Street **(Ward 1)**	89107	8-19-2009	9-7-2013
3.	CARTER, HAYWOOD A.* (Interim Tenant Commissioner) **(**Regular appointee will serve out this term)	900 S. Brush St., #352 **(Ward 1)**	89107	9-2-2009	9-7-2012

*Represents the "Tenants of Housing Project" position on the board. This appointment is on a rotating basis between Clark County, City of Las Vegas, City of Henderson and the City of North Las Vegas.

AUTHORITY: Created by AB 478 during the 2009 Legislative Session and Resolution R-15-2009 adopted by the City Council on July 1, 2009.

TERM: 4-year term after the initial staggered terms determined by lot. Original terms were designated at the drawing at the first meeting on 9-8-2009.

MEMBERS: 2 commissioners appointed by the City Council. Members fill unexpired terms.

The Tenant Commissioner must be a current recipient of assistance from the Authority who was selected from a list of at least five eligible nominees submitted for this purpose by an organization which represents tenants of housing projects. If no such organization exists, the Tenant Commissioner must be selected from a list of nominees submitted for this purpose from the persons who currently receive assistance from the Authority. Thereafter, at least one Commissioner must be a recipient who was nominated and appointed in the same manner. If, during his/her term, the Commissioner ceases to be a recipient of assistance, he/she must be replaced in the manner set forth in this subsection by a person who is a recipient of assistance.

In making the appointments described in Subsection 1, the relevant local governments shall seek recommendations for appointment from a diverse background of interests with a view toward:

(a) Balancing gender and ethnicity; and
(b) Soliciting appointees who have experience in fields such as, without limitation:
    1) Real estate;
    2) Financial planning;
    3) Legal aid;
    4) Education;
    5) Public safety
    6) The provisions of public services; and
    7) The assistance of persons of low income.

NOTES: None of the commissioners can be an elected official from any entity.

CONTACT: Carl Rowe, Interim Executive Director
Doug Lyon, Clark County
Legal Representative, Marquis & Aurbach

Other Entity Appointees:
Dora LaGrande, Chair, Clark County
Deborah Patterson, NLV
Richard Sadler, NLV
Danielle Turner, Henderson
Tim O'Callaghan, Henderson
Shondra Summers-Armstrong, Clark County

SNRHA RESIDENT COMMISSIONER FINAL CANDIDATES
JUNE 9, 2010

The following list represents the nine candidates for the position of Resident Commissioner for the Board of the SNRHA, referred by the resident representatives of the former Housing Authorities of Las Vegas, North Las Vegas, and Clark County. The candidates' names are listed in order of the scores they received from the screening panel and include both contact information and the SNRHA programs in which they participate.

Name/Program/Jurisdiction/Score	Address	Phone Number
Ida Ladmirault, Section 8 Las Vegas - Score: **130**	1600 S. Valley View Boulevard #1155 Las Vegas, Nevada 89102	(702) 870-2124
Rosemary Hendrickson, Section 8 Las Vegas - Score: **119**	3050 N. Jones Boulevard #2031 Las Vegas, Nevada 89108	(702) 877-9755
Richard Monaco, Public Housing Clark County - Score: **104**	2901 Schaffer Cir., #14B Las Vegas, Nevada	(702) 731-0290
Scherry Dyer, Section 8 Las Vegas - Score: **85**	8440 Westcliff Drive #1021 Las Vegas, Nevada 89145	(702) 408-6781
Patrick Mitchell, Public Housing Clark County – Score: **59**	171 Van Wagenen, #10A Henderson, Nevada 89015	(702) 565-3564
Lona Richards, Public Housing North Las Vegas – Score: **42**	1632 Yale, Apt. 223 North Las Vegas, Nevada 89030	(702) 642-4201
Joyce Davis, Public Housing North Las Vegas – Score: **38**	1632 Yale, Apt. 212 North Las Vegas, Nevada 89030	(702) 399-6814
Brenda Medina, Public Housing Clark County – Score: **15**	2901 Schaffer Cir., # 12D Las Vegas, Nevada 89121	(702) 444-2169
Ron Frazier, Public Housing North Las Vegas – **No-Show**	1632 Yale, Apt. 335 North Las Vegas, Nevada 89030	(702) 633-6750

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses. The bill is based on a Clark County ordinance, adopted in 2008 to settle fair housing litigation invalidating certain provisions of State law on the subject. This bill represents the culmination of the work of a task force over an extended period of time and is intended to address the various competing interests in a comprehensive fashion that is consistent with Federal statutes and regulations, as well as applicable case law. This item was held in abeyance at the June 16, 2010 City Council Meeting.

RECOMMENDATION:
This bill has been referred to the Full Council for review, hearing and final action at the June 16, 2010 City Council meeting.

First Reading – 5/19/2010; First Publication – 6/4/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-22
2. Business Impact Statement
3. Report on Proposed Amendments to Title 30 by Deputy City Attorney Jim Lewis
4. Verbatim Transcript from June 16, 2010 City Council Meeting

BILL NO. 2010-22

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S ZONING AND LICENSING REGULATIONS THAT APPLY TO COMMUNITY RESIDENCES (COMMONLY REFERRED TO AS GROUP HOMES) AND SIMILAR USES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Updates the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting from the "Residential and Lodging" element thereof the entries for the uses "Group Residential Care Facility," "Individual Residential Care Facility" and "Halfway House for Recovering Alcohol and Drug Abusers."

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Convalescent Care Facility/Nursing Home," as found in the "Institutional and Community Service" element thereof, to read as follows:

Description:

A building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. This use includes a "rest home" and "nursing home," <u>as well as a use that would qualify as a Community Residence except for the limitation on the number of residents,</u> but does not include an "assisted living apartment," "hospital" or other medical facility that is specifically defined in Chapter 19.20.

SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Facility for Transitional Living for Released Offenders," as

found in the "Institutional and Community Service" element thereof, to read as follows:

Description:

A dwelling unit of a residential character that provides housing and a living environment for up to 6 persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The use does not include a [halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.] Transitional Community Residence or a Facility for the Treatment of Abuse of Alcohol or Drugs. As used in this description, "person who has been released from prison" means:

1. A parolee;

2. A person who is participating in:

a. A judicial program pursuant to NRS 209.4886 or 213.625; or

b. A correctional program pursuant to NRS 209.488 or 213.632;

3. A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or

4. A person who, within the past 20 years, has been released from prison by expiration of his term of sentence.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Facility for Transitional Living for Released Offenders," as found in the "Institutional and Community Service" element thereof, so that the Minimum Special Use Permit Requirements set forth therein read as follows:

*(1) The facility must comply on an ongoing basis with all governmental licensing requirements.

(2) The facility must be located on a parcel with a minimum size of 6500 square feet.

(3) The facility must be located on a parcel that is within 1500 feet of an existing bus stop served by a regional bus system.

(4) Off-street parking shall be provided on the basis of at least 1 space per 5 residents, plus an additional space for the administrator.

(5) Indoor common area shall be provided on the basis of a minimum of 15 square feet per resident.

(6) The facility shall not be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood.

(7) No signage, graphics, display, or other visual representation that is visible from a public street shall be used to identify to facility as a Facility for Transitional Living for Released Offenders.

(8) A facility may not be located closer than 1500 feet (measured by means of the shortest distance from property line to property line) from another Facility for Transitional Living for Released Offenders, a [Halfway House for Recovering Alcohol and Drug Abusers, a Group Residential Care Facility,] Community Residence, church, synagogue, school, child care facility licensed for more than twelve children, or City park.

(9) The number of occupants within a Facility for Transitional Living for Released Offenders shall not exceed the following occupancy standards:

(a) For the first bedroom (deemed to be the largest bedroom), a maximum of 2 adults (18 years of age or older).

(b) For each bedroom thereafter:

(i) A maximum of 1 adult, for bedrooms less than 100 square feet in area; and

(ii) A maximum of 2 adults, for bedrooms 100 square feet in area or greater.

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Residential and Lodging" element thereof an entry for the use "Community Residence (including Family Community Residence and Transitional Community Residence)," reading as follows:

USE: Community Residence (including Family Community Residence and Transitional Community Residence)																				
RESIDENTIAL												**COMMERCIAL**						**INDUSTRIAL**		
U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
C	C	C	C	C	C	C	C	C	C	C	C			C		C	C			
Description: A residential family-like living arrangement for 5 to 10 unrelated individuals with disabilities who are in need of the mutual support																				

furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents has a lessened ability to ambulate adequately. The use includes a Family Community Residence and a Transitional Community Residence, but does not include any of the following:

1. Senior Citizen Apartment;
2. Adult Day Care Center;
3. Convalescent Care Facility/Nursing Home;
4. Facility for Transitional Living for Released Offenders;
5. Facility to Provide Testing, Treatment, or Counseling for Drug and Alcohol Abuse;
6. Hospice;
7. Sex Offender Counseling Facility;
8. Boarding House or Rooming House;
9. Any other group living arrangement for unrelated individuals who are not disabled; or
10. Any of the following, as defined by NRS Chapter 449:
    a. Facilities for the Treatment of Drug and Alcohol Abuse;
    b. Modified Medical Detoxification Facilities;
    c. Transitional Living Facilities for Released Offenders;
    d. Facility for the Treatment of Narcotics; or
    e. Community Triage Center.

Conditional Use Regulations:

1. Except as otherwise provided in Regulations 2 and 3, a Community Residence may not be located closer than 660 feet to any other Community Residence (measured from property line to property line).
2. Where there is a street, freeway or drainage channel at least 100 feet wide between the proposed Community Residence and an existing Community Residence, the minimum separation requirement is reduced to 100 feet from property line to property line.
3. When the population of a proposed Community Residence is of such a nature that its location must be kept confidential for it to function successfully, such as a Community Residence for victims of domestic abuse, the minimum separation requirements set forth in Regulations 1 and 2 above shall not apply.
4. A maximum of 2 persons who function as facility operator or support staff may reside in a Community Residence without being counted toward the 10-resident limit established for that use. Resident operator/support staff in excess of 2 shall be counted toward the 10-person limit.
5. A Community Residence shall comply with all public health and safety requirements including all Building and Fire Code requirements for the dwelling type in question.
6. If Federal or State law or regulations require the proposed Community Residence to be licensed or certified, then the applicant must obtain that required license or certification before commencing operation of the Community Residence.
7. When located in an O, C-1 or C-2 Zoning District, a Community Residence may not be established unless it is part of a mixed-use development.
8. The operator of a Transitional Community Residence:
    a. Must require residents to be actively and continuously enrolled in an offsite support program, including without limitation Alcoholics Anonymous or an equivalent program, or a rehabilitation program such as one supervised by a medical professional or recognized treatment;
    b. Must prohibit the use of alcohol and illegal drugs by residents; and
    c. Upon request and with reasonable notice, must produce evidence satisfactory to the Director or the Code Enforcement Manager residents are in compliance with this Regulation.
9. Occupancy within a Community Residence shall not be made available to any individual whose tenancy would constitute a direct threat to the health and safety of individuals or would result in substantial physical damage to the property of others. The fact that a person is sentenced or referred to a Transitional Community Residence by a judge does not, without other evidence of a person's actual danger to other persons or property, establish that the person is a direct threat to the health and safety of others.
10. The Community Residence must be consistent with the scale and architectural character of the neighborhood.
11. The Special Use Permit provisions of LVMC 19.04.040(B) shall not apply to Regulations 5 through 10 above.
12. In the case of a Special Use Permit application that is filed as a consequence of not qualifying for conditional use treatment under Regulations 1 and 2 above, the application must be approved unless the Planning Commission or City Council determines that

one or more of the following conditions would occur: a. The building to be occupied as a Community Residence would be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood; b. The proposed Community Residence, together with existing Community Residences, would alter the residential character of the neighborhood by creating an institutional atmosphere due to the concentration of Community Residences on a block or adjoining blocks; or c. The application or Community Residence does not or would not comply with Regulations 5 through 10 above.
On-site Parking Requirement: Two spaces per dwelling unit.

SECTION 6: Title 19, Chapter 4, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19.04.020: (A) General. An accessory use or structure which is customarily incidental to the principal use or structure, and is located on the same lot or tract of land shall be permitted as an accessory use without being separately listed as a permitted use.

(B) Particular Accessory Uses. In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

(1) [The renting of rooms, providing of board, or both, for not more than three unrelated persons, where no care is provided;

(2)] Garage or yard sales, provided that:

(a) No property may be offered for sale which has not been owned and used by the occupant of the premises;

(b) No more than two garage or yard sales shall be conducted on the premises in any calendar year;

(c) No garage or yard sale shall be conducted for longer than three days duration;

(d) Garage or yard sales may be conducted during the daylight hours only; and

(e) All signage shall conform to the provisions of LVMC

19.14.040(E).

[(3)] (2) On a single-family residential lot, the parking of a motor vehicle that bears a sign advertising the vehicle for sale, provided that:

(a) The vehicle is:

(i) Owned by or registered to an owner or occupant of the property;

(ii) Parked on an improved parking surface; and

(iii) Not being sold in connection with an automobile sales business;

(b) The vehicle identification number is clearly visible from outside the vehicle, if the vehicle was manufactured to include a visible vehicle identification number;

(c) No more than one vehicle is parked on the lot for purposes of display and sale at any one time; and

(d) No more than two vehicles are parked on the lot for purposes of display and sale within a twelve month period.

(C) Unless otherwise permitted by this Title, any type of use listed in Subsection (B) that exceeds the limitations set forth for that use in Subsection (B) does not qualify as an accessory use and shall be deemed to be in violation of this Title.

SECTION 7: Title 19, Chapter 4, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new subsections, designated as Subsections (C) and (D), reading as follows:

(C) Conditional Use Verification. Uses that are permitted conditionally pursuant to this Section are made subject to conditional use regulations, some of which are conditions that must be met before a use may commence and others that represent ongoing requirements or limitations. In order for the Department to verify compliance with applicable conditional use regulations, the Director may require the submission of documentation regarding such compliance. For uses concerning which the Director requires such documentation, the submission shall be in the form of a Conditional Use Verification provided by the Department. Within the time period for submission established by the Department,

the form must be signed, notarized and acknowledged, and filed with the Department. The form must be signed by the owner of record of the property for which the verification is sought; provided however, that such submission is also sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property upon which such conditional use is maintained. However, interest in such property must exist in a written agreement with the owner of record attached to which is a copy of the submission and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the submission.

(D) Noncompliance. Whether or not the Director requires the submittal of a Conditional Use Verification under Subsection (C) of this Section, each person or entity maintaining, operating or permitting a conditional use must comply with all provisions of this Title. Failure to comply with this Section or with any other requirement of this Title pertaining to conditional uses shall be grounds for enforcement action pursuant to LVMC 19.00.070 against the person or entity that owns the property or the person or entity that operates the conditional use.

SECTION 8: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting therefrom the definitions of the terms "Group Residential Care Facility," "Halfway House for Recovering Alcohol and Drug Abusers," "Handicap," and "Individual Residential Care Facility."

SECTION 9: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Convalescent Care Facility/Nursing Home" to read as follows:

"Convalescent Care Facility/Nursing Home" means a building or structure designed, used, or intended to be used to house and provide care for persons who have a chronic physical or mental illness or infirmity, but who do not need medical, surgical or other specialized treatment normally provided by a hospital. The term includes a "rest home" and "nursing home," <u>as well as a use that would qualify as a Community Residence except for the limitation on the number of residents,</u> but does not include an "assisted living apartment," "hospital" or other medical facility that is specifically defined in this Chapter.

SECTION 10: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Facility for Transitional Living for Released Offenders" to read as follows:

"Facility for Transitional Living for Released Offenders" means a dwelling unit of a residential character that provides housing and a living environment for up to six persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The term does not include a [halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.] Transitional Community Residence or a Facility for the Treatment of Abuse of Alcohol or Drugs. As used in this definition, "person who has been released from prison" means:

(1) A parolee;

(2) A person who is participating in:

(a) A judicial program pursuant to NRS 209.4886 or 213.625; or

(b) A correctional program pursuant to NRS 209.488 or 213.632;

(3) A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or

(4) A person who, within the past twenty years, has been released from prison by expiration of his term of sentence.

SECTION 11: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Family" to read as follows:

"Family" means, [two or more persons customarily living together and occupying a dwelling unit.] with respect to the occupancy of a dwelling unit:

(1) One or more individuals related by blood, marriage, adoption, guardianship or legal custody; or

(2) No more than four unrelated individuals living together as a single housekeeping unit.

SECTION 12: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following terms, together

Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Facility for Transitional Living for Released Offenders" to read as follows:

"Facility for Transitional Living for Released Offenders" means a dwelling unit of a residential character that provides housing and a living environment for up to six persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The term does not include a [halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.] Transitional Community Residence or a Facility for the Treatment of Abuse of Alcohol or Drugs. As used in this definition, "person who has been released from prison" means:

(1) A parolee;

(2) A person who is participating in:

(a) A judicial program pursuant to NRS 209.4886 or 213.625; or

(b) A correctional program pursuant to NRS 209.488 or 213.632;

(3) A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive; or

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(1) One or more individuals related by blood, marriage, adoption, guardianship or legal custody; or

(2) No more than four unrelated individuals living together as a single housekeeping unit.

SECTION 12: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following terms, together

with their corresponding definitions:

"Community Residence" means a residential family-like living arrangement for five to ten unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents have a lessened ability to ambulate adequately. The term includes a Family Community Residence and a Transitional Community Residence, but does not include any of the following:

(1) Senior Citizen Apartment;

(2) Adult Day Care Center;

(3) Convalescent Care Facility/Nursing Home;

(4) Facility for Transitional Living for Released Offenders;

(5) Facility to Provide Testing, Treatment, or Counseling for Drug and Alcohol Abuse;

(6) Hospice;

(7) Sex Offender Counseling Facility;

(8) Boarding or Rooming House;

(9) Any other group living arrangement for unrelated individuals who are not disabled;

(10) Any of the following, as defined by NRS Chapter 449:

(a) Facilities for the Treatment of Drug and Alcohol Abuse;

(b) Modified Medical Detoxification Facilities;

(c) Transitional Living Facilities for Released Offenders;

(d) Facility for the Treatment of Narcotics; or

(e) Community Triage Center.

"Disability" or "disabilities" refers to:

(1) A physical or mental impairment which substantially limits one or more of such person's major life activities;

(2) A record of having such impairment; or

(3) Being regarded as having such an impairment.

The terms are intended to be coextensive with the terms "handicap" and "disability" as set forth in Federal fair housing legislation and other Federal legislation protecting individuals with a handicap or disability. The terms include the impairment associated with recovery from alcohol and drug abuse, but do not include impairment caused by current, illegal use of, or addiction to a controlled substance.

"Family Community Residence" means a Community Residence other than a Transitional Community Residence.

"Transitional Community Residence" means a Community Residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse.

SECTION 13: Title 6, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.060: Businesses within the following licensing categories shall pay a two hundred dollars annual business license fee, as set forth below:

Adult day care facility, which is an establishment operated and maintained to provide care, for not more than twelve hours at a time, on a temporary or permanent basis for aged or infirm persons.

Advertising or marketing service, which is any business engaged in the act of designing, producing and disseminating information to the general public, including public relations activities on behalf of persons or businesses.

Auto broker, which is any person who, for a fee or any other consideration, offers to provide to another person the service of arranging, negotiating or assisting in the purchase of a new or used vehicle which has not been registered by the broker.

Automobile leasing, which is any business that leases automobiles or any other kind of motor vehicle that is required to be licensed by the Department of Motor Vehicles and Public Safety.

Babysitting service, which is any business whose employees are sent to a home or lodging establishment to care for one or more children who reside there. Each principal of the business and each employee that provides care must obtain a work card pursuant to LVMC Chapter 6.86 and a health card pursuant to regulations of the Health District.

Bail agent or bail enforcement agent, which is any person who is authorized, employed or contracted by a surety or bail agent to do any of the following:

(A) Solicit bail transactions;

(B) Execute or countersign undertakings of bail;

(C) Pledge currency, money orders or cashier's checks as security for a bail bond in connection with judicial proceedings and receive or be promised money or other things of value therefor;

(D) Enforce the terms and conditions of a defendant's release from custody on bail in a criminal proceeding; or

(E) Locate, apprehend, or surrender a defendant to custody. Each bail agent and bail enforcement agent is required to have an appropriate State license issued in accordance with NRS Chapter 697 before doing business in the City.

Body piercing, which is any business that pierces the skin for the purpose of inserting rings, loops, studs or other implements, or which engages in the sale of those items for use in connection with body piercing.

Environmental analysis, which is any business that tests or analyzes the quality or content of soil, water, atmosphere, or other elements related to the environment.

Health and fitness club, which is any business that is open to the general public and that provides the use of equipment or facilities for the maintenance or development of physical fitness or the control of weight.

Insurance adjuster, which is any person who is licensed or required to be licensed as an adjuster under NRS Chapter 684A and who receives compensation for acting as an adjuster, whether acting as an owner, officer, associate, member or employee of a business.

Insurance agency, which is any business whose agents, brokers, or adjusters transact

insurance subject to the regulations of NRS 679A. The license fee for this category includes the first agent, broker or adjuster who otherwise would be required to be pay a license fee under this Section as a sales or service agent or representative.

Managed health care organization, which is any person who provides, arranges, pays for, or reimburses for the provision of any element of health care services and who controls the amounts to be paid to health care providers by a managed care program.

Management or consulting service, which is any person or firm that conducts budgeting, management counseling, consulting service or promoting for another.

Merchandise broker, which is any person who acts as an agent for others in negotiating contracts, purchases, the sale of goods, wares or services and who does not take possession of the merchandise.

Photography business, which is any business that takes photographs for eventual sale to a client or customer of the business.

Remote motor vehicle rental, which is an automobile ticket rental agency or transportation rental agency location with no vehicles on site.

[Residential facility for groups, which is a facility as defined in NRS 449.017.]

Residential home care provider, which is any person who provides or contracts to provide medical supervision, general care, nursing or housekeeping services to the sick, injured or dependent within a home setting, whether on a temporary or permanent basis.

Sales or service agent or representative, which is any person who sells, solicits, negotiates, offers or performs on behalf of another person the transaction of any instrument or finance related service, including but not limited to insurance, financial or investment advice, securities or similar activities, whether the instrument or service is in possession of the agent or representative and whether the agent or representative is an employee or under contract to perform these activities.

Wire service, which is any person who engages in the business of transmitting or receiving funds by means of a communication system in which the transmission and reception stations are directly connected by one or more telephones or computers.

Youth employment organization, which is any for-profit or nonprofit organization whose

primary purpose is to hire minors to sell a product or service, either door-to-door or at a fixed location. Principals of an organization must obtain a work card pursuant to LVMC Chapter 6.86. Each organization must comply with State Labor Commission regulations and must first obtain the written consent of the parent or legal guardian of each minor before they are hired.

SECTION 14: The provisions of Section 5 of this Ordinance setting forth the circumstances under which Community Residences are allowed shall be deemed to apply:

(A) Within each of the following special purpose districts not listed in the Land Use Tables to the same extent that they apply to the most-similar zoning district listed in the Land Use Tables:

(1) Planned Community District;

(2) Residential Planned Development District; and

(3) Planned Development District.

(B) Within any special area plan adopted by the City, whether or not such a plan specifically allows Community Residences otherwise.

SECTION 15: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010, 19.04.040 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 16: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 17: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall

constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 18: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valstead 5-11-2010
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-22
Updates the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-22, that will update the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

No comments were solicited

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

Any affected businesses will not be subject to licensing by the City.

Direct effects:

Any affected businesses will not be subject to licensing by the City.

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost identified

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: May 11, 2010

Clark County, Nevada

Guidelines for Amending Title 30 of the Unified Development Code of Clark County, Nevada to Provide for Community Residences

Prepared for the Board of County Commissioners
Clark County, Nevada

Prepared by

Daniel Lauber, AICP

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July 26, 2006

Submitted at City Council
Date 6/16/10 Item 72

Introduction

This report explains the rationale for the proposed text amendments to Title 30 of the *Unified Development Code* of Clark County, Nevada, to make further reasonable accommodations for community residences for people with disabilities. The recommended zoning approach is based upon a careful review of:

1. The goals, objectives, and policies of the *Clark County Comprehensive Plan;*
2. The Fair Housing Amendments Act of 1988 (FHAA) which became effective March 12, 1989 and amended Title VIII of the Civil Rights Act of 1968, 42 U.S.C. Sections 3601–3619 (1982);
3. Report No. 100–711 of the House Judiciary Committee interpreting the Fair Housing Amendments Act of 1988;
4. The HUD regulations implementing the amendments, 24 C.F.R. Sections 100–121 (January 23, 1989);
5. Sound city planning and zoning principles and policies;
6. The functions and needs of community residences and the people who live in them;
7. The existing provisions of Title 30 of Clark County's *Unified Development Code;*
8. Existing Nevada state law regarding community residences, particularly NRS 278.021, NRS 449.008, NRS 449.009, NRS 449.0108, NRS 449.0115, NRS 449.017; and
9. Case law interpreting the 1988 Fair Housing Act amendments relative to community residences for people with disabilities.

Community Residences

People with substantial disabilities often need a living arrangement where they receive staff support to engage in the everyday life activities most of us take for granted. These sorts of living arrangements fall under the broad rubric "community residence" — which reflects that these are residences in the community rather than institutional uses. Community residences seek to achieve "normalization" of their residents and incorporate them into the social fabric of the surrounding community. Community residences are operated under the auspices of a legal entity such as a non–profit association, for–profit private care provider, or a government entity. A community residence does *not* include groups of unrelated individuals, with or without disabilities, who establish a single housekeeping unit on their own or with the assistance of their parents or legal guardians, even if support staff is present. Such residences, if they fit within the definition of "family" will be permitted uses without the requirements imposed by these proposed changes to the county's *Unified Development Code.* Within the broad category of community residences are two types of living arrangements that warrant slightly different zoning treatments tailored to their specific characteristics:

1. "Family community residences," which include such uses commonly known as group homes and recovery communities, and
2. "Transitional community residences," which include such uses commonly known as halfway houses.

The 1988 amendments to the nation's Fair Housing Act prohibit discrimination in housing against people with disabilities and require all jurisdictions to make a "reasonable accommodation" in their laws, rules, and regulations to enable people with disabilities to live in the community. The act recognizes that many people with disabilities require a "supported living arrangement" with staff support in order to live in the community rather than an inappropriate and excessively restrictive institutional setting. Consequently, the act requires all cities, counties, and states to allow for community residences (group homes, recovery homes, and halfway houses) for people with disabilities by making some exceptions in their zoning ordinance provisions that, for example, may limit how many unrelated people can live together in a dwelling unit or even prohibit unrelated individuals from living together. People *without* disabilities and people with disabilities who pose "a direct threat to the health or safety of others" are not covered by the 1988 amendments to the Fair Housing Act. Therefore, cities do not have to make the same zoning allowances for them as they do for people with disabilities who do not pose "a direct threat to the health or safety of others."

Family Community Residences

A family community residence offers a relatively permanent living arrangement for people with disabilities that emulates a family, and is operated under the auspices of an association, corporation, or other legal entity other than the residents themselves or their parents or individual legal guardians. Residence, *not* treatment is the home's primary function. There is no limit to how long a resident can live in a family community residence. Tenancy is measured in years, not months. Family community residences are most often used to house people with developmental disabilities (mental retardation, autism, etc.), mental illness, physical disabilities including the frail elderly, and individuals in recovery from addiction to alcohol or drugs (legal or illegal) who are not currently "using."

Family community residences are often called "group homes" and, in the case of people with alcohol or drug addictions, "recovery communities." Their key distinction from "transitional community residences," is that people with disabilities can live in a family community residence for years, not months or weeks. In a nation where the typical household lives in its home for five to seven years, these are long-term, relatively permanent residences. There is no limit on how long someone can dwell in a family community residence as long as they obey the rules and do not constitute a direct threat to others or themselves.

To be successful, a community residence must be located in a conventional residential neighborhood so that "normalization" can take place. The underlying rationale for a community residence is that by placing people with disabilities in as "normal" a living environment as possible, they will be able to develop to their full capacities as individuals and

citizens. The atmosphere and aim of a community residence is very much the opposite of an institution.

The family community residence emulates a family in most every way. **The activities in a family community residence are essentially the same as those in a dwelling occupied by a biologically–related family.** Essential life skills are taught, just like we teach our children. Most family community residences provide "habilitative" services for their residents to enable them to develop their life skills to their full capacity. Habilitation involves *learning* life skills for the first time as opposed to rehabilitation which involves *relearning* life skills.

Direct threat exclusion

Individuals with disabilities who "constitute a direct threat to the health or safety of others" are not covered by the Fair Housing Amendments Act of 1988. 42 U.S.C. § 3602(f)(9) (1988). Consequently, the licensing rules that prohibit such individuals from living in community residences are legal.

While recovery communities are like group homes in most respects, they tend to engage more in rehabilitation where residents relearn the essential life skills we tend to take for granted, although for some very long–term alcoholics or drug addicts, they may be learning some of these life skills for the very first time. Recovery communities are often referred to as "three–quarter houses" because they are more family–like and permanent than the better known "halfway houses" which fall under the rubric "transitional community residence." The residents periodically elect officers who act in the parental role while the other residents are in the role of siblings. In a group home, staff functions in the parental role.

Interaction between the people who live in a family community residence is essential to achieving normalization. The relationship of a community residence's inhabitants is much closer than the sort of casual acquaintances that occur between the residents of a boarding or lodging house where interaction between residents is merely incidental. In a community residence, family and transitional, the residents share household chores and duties, learn from each other, and provide one another with emotional support — family–like relationships not essential for nor present in lodging houses, boarding houses, fraternities and sororities, and institutions.

Family community residences comply with the purpose statements for each of Clark County's residential districts as stated in Chapter 30.40. Even before passage of the 1988 amendments to the Fair Housing Act, most courts concluded that family community residences for people with disabilities should *not be excluded* from any residential zoning districts.

Transitional Community Residences

In contrast to the group homes and recovery communities that fall under the rubric "family community residence," transitional community residences such as halfway houses are a comparatively temporary living arrangement that is not quite as family–like as a group home or recovery community. Residency is measured in weeks or months, not years. Nearly all halfway houses impose a limit on how long someone can live there.

A halfway house offers a temporary living opportunity in the community for individuals who need supportive living while they prepare to reenter society and live on their own or with their family. The residents need to *relearn* life skills they may have lost — halfway houses offer rehabilitative services rather than habilitation. Like all community residences, a halfway house is operated by some legal entity such as a non–profit association, a for–profit company, or a government agency. Typical of the people with disabilities who need a halfway house are people with mental illness who leave an institution and need only a short stay in a community residence before moving to an even less restrictive living environment. Similarly, people recovering from addictions to alcohol or drugs follow detoxification in an institution with residency in a halfway house until they are capable of living in a recovery community or other less restrictive environment.

Halfway houses are also used for prison pre–parolees. However, such individuals are *not*, as a class, people with disabilities. Zoning can be more restrictive of halfway houses for them since they are not covered by the Fair Housing Act. Clark County's current zoning provides for such halfway houses as "custodial institutions." Because prison pre–parolees are not, as a class, "handicapped," the proposed ordinance amendments do not suggest any changes in the current zoning treatment for them which requires a special use permit in residential districts.

Halfway houses are residential uses that must locate in residential neighborhoods if they are to succeed. But since they do not emulate a family as closely as a group home or recovery community does, and the length of tenancy is relatively temporary, it is likely that a jurisdiction can require a special use permit for halfway houses in single–family districts while allowing them as a conditional use in multiple family districts. (The two requisite conditions are explained later in this document.) However, it is important to remember that a special use permit cannot be denied on the basis of neighborhood opposition rooted in unfounded myths and misconceptions about the residents of a proposed halfway house.

Rational Foundations for Regulating Community Residences

No small land use has been studied as much as community residences. To understand the rationale for the guidelines for regulating community residences that are suggested in this report, it is vital to review what is known about community residences related to their appropriate location, number of residents needed to succeed both therapeutically and financially, means of protecting their vulnerable populations from mistreatment or neglect as well as excluding dangerous individuals from living in them, and their impacts, if any, on the surrounding community.

Relative location of community residences

Researchers have found that some community residence operators will locate their community residences close to other community residences, especially when zoning does not allow community residences for people with disabilities in all residential districts. They tend to be clustered in

nonwhite, lower income, or older neighborhoods and in areas around colleges. *See* General Accounting Office, *Analysis of Zoning and Other Problems Affecting the Establishment of Group Homes for the Mentally Disabled* (August 17, 1983) which found that 36.2 percent of the group homes for people with developmental disabilities surveyed were located within two blocks of another community residence or an institutional use. At 19. *Also see* D. Lauber and F. Bangs, Jr., *Zoning for Family and Group Care Facilities* at 14; and *Family Style of St. Paul, Inc., v. City of St. Paul,* 923 F.2d 91 (8th Cir. 1991) where 21 group homes that housed 130 people with mental illness were established on just two blocks.

NOT APPLICABLE DUE TO HOLDING IN: NEVADA FAIR HOUSING CENTER V. CLARK COUNTY 565 F. SUPP. 2d 1178 (2008) INVALIDATING NRS 278.0238 - NRS 278.02388

Limitations Due to Nevada State Law

While the most proper approach is to distinguish between family and transitional community residences, Nevada state law requires that "halfway houses for recovering alcohol and drug abusers" be included in the definition of "single-family residence." NRS 278.021

Due solely to this state law, the recommendations contained in this report will not distinguish between family and transitional community residences. Instead the report proposes a single zoning category of community residences.

Why clustering is detrimental

Placing community residences too close to each other can easily hinder their ability to achieve normalization for their residents and create a *de facto* social service district. In today's society, people tend to get to know nearby neighbors on their block face within a few doors of their home (unless they have children together in school or engage in jogging). Neighbors that close to a community residence serve as role models to the community residence dwellers.

For normalization to occur, it is essential that people who live in community residences have such so–called "able–bodied" neighbors as role models. But if another community residence is opened very close to an existing group home — such as next door or even on the same block — it will replace the "able–bodied" role models with other people with disabilities and quite possibly hamper the normalization efforts of the existing community residence. Clustering a number of community residences on the same block not only undermines normalization but could inadvertently create a *de facto* social service district and alter the purely residential character of the neighborhood. All the evidence recorded to date shows that **one or two community residences for people with disabilities on a block do not alter the purely residential character of a neighborhood.** *See* General Accounting Office, *Analysis of Zoning and*

Other Problems Affecting the Establishment of Group Homes for the Mentally Disabled 27 (August 17, 1983).

As long as community residences are not clustered on the same block (the idea is to assure there are at least several lots between community residences on a linear block) they will not generate these adverse impacts. Consequently, it is reasonable to require a spacing distance between community residences that keeps them about a block apart in terms of actual walking distance along public rights of ways.

If the operator of a proposed community residence wishes to locate it within the spacing distance, then the heightened scrutiny of a special use permit is warranted so the county can evaluate the cumulative effect of locating so close to an existing community residence.

Measuring the spacing distance

To avoid any ambiguity, when a community residence is proposed, this spacing distance is measured from the front door of the closest community residence along the public right of way. The idea is to measure the actual distance people would have to walk to go from one community residence to another, as opposed to measuring as the crow flies. Therefore, it is necessary for the operator of every proposed community residence to complete the *Zoning Compliance Application* form that is recommended for Clark County's use so the county can measure spacing distances from existing community residences. The county should also establish a database and map of the locations of all existing community residences so it can apply the spacing distance to any new proposed community residence.

The technical explanation

Normalization and community integration require that persons with disabilities severe enough to require a supportive living arrangement like a community residence be absorbed into the neighborhood's social structure. Generally speaking, the existing social structure of a neighborhood can accommodate no more than one or two community residences on a single block. Neighborhoods seem to have a limited absorption capacity for service–dependent people that should not be exceeded. Kurt Wehbring, *Alternative Residential Facilities for the Mentally Retarded and Mentally Ill* 14 (no date) (mimeographed).

Social scientists note that this capacity level exists, but an absolute, precise level cannot be identified. Writing about service–dependent populations in general, Jennifer Wolch notes, "At some level of concentration, a community may become saturated by services and populations and evolve into a service–dependent ghetto." Jennifer Wolch, "Residential Location of the Service–Dependent Poor," 70 *Annals of the Association of American Geographers*, at 330, 332 (Sept. 1982).

According to one leading planning study, "While it is difficult to precisely identify or explain, "saturation" is the point at which a community's existing social structure is unable to properly support additional residential care facilities [community residence]. Overconcentration is not a constant but varies according to a community's population density, socio–economic level, quantity and quality of municipal services and other characteristics." There are no universally accepted criteria for

determining how many community residences are appropriate for a given area. S. Hettinger, *A Place They Call Home: Planning for Residential Care Facilities* 43 (Westchester County Department of Planning 1983). See also D. Lauber and F. Bangs, Jr., *Zoning for Family and Group Care Facilities* at 28.

This research suggests that there is a legitimate government interest in assuring that group homes do not cluster on a block or in a neighborhood. While the research on the impact of group homes makes it abundantly clear that group homes a block or more apart produce no negative impacts, there is very credible concern that group homes located more closely together on the same block can generate adverse impacts on both the surrounding neighborhood and on the ability of the group homes to facilitate the normalization of their residents, which, after all, is their raison d'être.

Maximum number of residents

The majority view of the courts, both before and after enactment of the Fair Housing Amendments Act of 1988, is that community residences constitute a functional family and that zoning should treat the occupants of a community residence as a "family," albeit with appropriate regulations. Still, the U.S. Supreme Court has ruled that a jurisdiction can establish a cap on the number of *unrelated* persons who can occupy a dwelling unit. *Belle Terre v. Borass,* 416 U.S. 1 (1974). The Fair Housing Act requires jurisdictions to make a reasonable accommodation for community residences for people with disabilities by making exceptions to these caps.

In *Belle Terre*, the Court upheld this Long Island resort community's zoning definition of "family" that permitted no more than two unrelated persons to live together. It's hard to quarrel with the Court's concern that the specter of "boarding housing, fraternity houses, and the like" would pose a threat to establishing a "quiet place where yards are wide, people few, and motor vehicles restricted.... These are legitimate guidelines in a land–use project addressed to family needs...." *Id.* at 7–9.

Clark County would be within its legal rights to establish a *cap* on the number of unrelated persons allowed to live together in a dwelling unit like the vast majority of U.S. cities and counties already do. A cap of four or five unrelated individuals should allow for a reasonable number of roommates. Language implementing this approach appears in the proposed set of zoning amendments.

Unlike the six sociology students who rented a house during summer vacation in Belle Terre, Long Island, a community residence is not a home for transients, and is very much the antithesis of an institution. Consequently, the majority of state and federal courts have treated community residences as "functional families" that should be allowed in single–family zoning districts despite zoning ordinance definitions of "family" that place a cap on the number of unrelated residents in a dwelling unit. In a very real sense, the FHAA essentially codifies the majority judicial treatment of zoning ordinance definitions with "capped" definitions of "family."

It is important to remember, however, that no matter what the cap is, the housing or building code that applies to all residential uses ultimately limits the number of residents in any type of residence as discussed below.

The U.S. Supreme Court brought this point home in its 1995 decision in *Edmonds v. Washington State Building Code Council*, 115 S.Ct. 1776 (1995). There the Court ruled that housing codes that "ordinarily apply *uniformly* to *all* residents of *all* dwelling units ... to protect health and safety by preventing dwelling overcrowding" are legal, *Id.* at 1781 [emphasis added]. Zoning ordinance restrictions that focus on the "composition of households rather than on the total number of occupants living quarters can contain" are subject to the Fair Housing Act. *Id.* at 1782.

Protecting the residents and neighbors

People with disabilities who live in community residences constitute a vulnerable population that needs protection from possible abuse and exploitation. Community residences for these folk need to be regulated to assure that their residents receive adequate care and supervision. Licensing and certification are the regulatory vehicles used to assure adequate care and supervision. Sometimes a state hasn't established licensing or certification for a particular population served by group homes. In these situations, certification by an appropriate national certifying organization or agency that is more than simply a trade group should be used in lieu of formal licensing. Licensing or certification also tends to prohibit from community residences people who pose a "direct threat" to others or themselves, or to property. As explained earlier, such people are not covered by the Fair Housing Act.

Therefore, it is reasonable to require that a community residence or its operator be licensed by the State of Nevada. If state licensing does not exist for a particular type of community residence, the residence can meet the certification of an appropriate national certifying agency, if one exists, or is otherwise sanctioned by the federal or state government. If there is no governmental or quasi-governmental body that requires licensing or certification for a particular type of community residence, then the heightened scrutiny of a special use permit is warranted so the county can make sure that the residents of a proposed home are protected.

Credible concerns exist that some supposed recovery communities and halfway houses are not the sober living environments they purport to be. Because people recovering from drug and/or alcohol addiction who live in recovery homes and halfway houses are a vulnerable population, the proposed amendments include a provision to assure that such individuals living in recovery communities and halfway houses actually receive appropriate treatment and remain clean and sober while living in their recovery home or halfway house.

Impacts of community residences

The impacts of most types of community residences have been studied more than those of any other small land use. **More than 50 statistically-valid studies have found that community residences that meet the health and safety standards imposed by licensing and that are not clustered on a block produce no adverse impacts on the surrounding neighborhood.** They do not affect property values, nor the ability to sell even the houses adjacent to them. They do not affect

neighborhood safety nor neighborhood character — as long as they are licensed and not clustered on a block. They do not create excessive demand on public utilities, sewer systems, water supply, street capacity, or parking. They do not produce any more noise than a conventional family of the same size. All told, licensed, unclustered group homes and halfway houses have consistently been found to be good neighbors.

Clustering community residences only undermines their ability to achieve their essential goals of normalization and community integration. A community residence needs to be surrounded by so–called "normal" or conventional households, the sort of households this living arrangement seeks to emulate. Clustering community residences adjacent to one another or on the same block increases the chances that their residents will interact with other service–dependent people living in a nearby community residence rather than conventional households with non–service dependent people.

Appendix 2 proffers an annotated bibliography of representative studies. The evidence is so overwhelming that few studies have been conducted in recent years since the issue is pretty much settled: community residences that comply with the health and safety standards imposed by licensing and that are not clustered on a block simply do not generate any adverse impacts on the surrounding community.

Recommended regulatory approach

The 1988 amendments to the federal Fair Housing Act require all government jurisdictions to make a "reasonable accommodation" in their zoning codes and other rules and regulations to enable group homes and other community residences for people with disabilities to locate in the residential districts where they belong.

Currently, Clark County's *Unified Development Code* (§30.56.130) allows up top six unrelated adults to occupy a dwelling unit — a larger number than most jurisdictions allow. The amendments proposed here establish a reasonable cap of four unrelated individuals as the maximum number of unrelated individuals who can live together in a dwelling unit. The proposed amendments also allow for the reasonable accommodation that the Fair Housing Amendments Act of 1988 (FHAA) requires when more than four unrelated individuals with disabilities wish to live in a community residence. The FHAA does not require jurisdiction to allow community residences for persons who do *not* have disabilities.

As discussed earlier, the U.S. Supreme Court has determined that a jurisdiction is certainly within its legal rights to place a cap on the number of unrelated people allowed to occupy a dwelling unit.

Like any other dwelling, when a community residence — whether it be "family" or "transitional" — complies with the cap on the number of unrelated persons that constitutes a "family" under the zoning code definition of "family," it is allowed as of right in all residential districts. No additional zoning restrictions can be imposed on them. Licensing cannot be required; a spacing distance cannot be imposed.

But when a community residence houses more unrelated individuals than the zoning code definition of "family" allows, a jurisdiction must make a "reasonable accommodation" to enable these homes to locate in

the residential districts in which they belong. A thorough review of case law suggests that any reasonable accommodation must meet three tests:

- ❑ The proposed zoning restriction must be intended to achieve a legitimate government purpose.
- ❑ The proposed zoning restriction must actually achieve that legitimate government purpose.
- ❑ The proposed zoning restriction must be the least drastic means necessary to achieve that legitimate government purpose.

In *Bangerter v. Orem City Corporation,* the federal Court of Appeals said the same thing a bit differently, "Restrictions that are narrowly tailored to the particular individuals affected could be acceptable under the FHAA if the benefits to the handicapped in their housing opportunities clearly outweigh whatever burden may result to them." 46 F.3d 1491 (10th Cir. 1995) at 1504.

The proposed zoning amendments seek to enable community residences to locate in all residential zoning districts through the least drastic regulation necessary to prevent clustering (which undermines the ability of community residences to achieve their purposes and function properly and to maintain the residential character of a neighborhood) and to protect the residents of the community residences from improper or incompetent care and from abuse. They are narrowly tailored to the needs of the residents with disabilities to provide greater benefits than any burden that might be placed upon them.

As discussed earlier, due to existing Nevada state law, zoning codes for [redacted] cannot distinguish between family community residences and [redacted] residences as the most proper approach would. They must be treated the same [redacted] under current state law.

Proposed zoning treatment, Part 1: Community residences as a conditional use

To make this reasonable accommodation when more than four unrelated people with disabilities wish to live in a community residence, these proposed zoning ordinance amendments make community residences for people *with* disabilities, a conditional use in all Clark County zoning districts where residential uses are currently allowed, subject to two objective, nondiscretionary administrative criteria:

1. The operator of the community residence itself must receive any license or certification required by the State of Nevada or Clark County, or certification or recognition from an appropriate national or state accrediting agency, to operate the proposed family community residence; and
2. The proposed community residence is not located within a rationally-based spacing distance of one typical block, 660 feet, of an existing community residence as measured from front door to front door along the public right of way.

The proposed amendments include language that allows for a shorter spacing distance when barriers exist between the homes that have the same effect as the 660 foot spacing distance.

The term "recognition from an appropriate national or state accrediting agency" is suggested due to the unique situation of Oxford House, a self-governing recovery community recognized and funded through the states by the federal government. Oxford Houses do not require a state license.

Special use permit backup

There will be times when an operator seeks to establish a new community residence for five or more people within the spacing distance of an existing community residence or the state, county, or federal government do not run a license, certification, accreditation, or recognition program for this type of residence. In these situations, the heightened scrutiny provided by special use permit review is warranted. There are two circumstances under which a special use permit could be sought:

(1) Locating Within the Spacing Distance. To determine whether a community residence should be allowed within the spacing distance from an existing community residence, the county needs to consider whether allowing the proposed community residence will hinder the normalization for residents in the existing community residence and whether the proposed community residence would actually alter the character of the neighborhood, in addition to the county's standard criteria for issuing a special use permit.

(2) When the State of Nevada, Clark County, or the Federal Government Does Not Operate a Licensing, Certification, Accreditation, or Recognition Program. If a community residence operator seeks to establish a community residence in Clark County for which there is no state or federal licensing or certification requirement, the proposed zoning amendments allow the proposed community residence only if the operator demonstrates that the proposed community residence largely complies with state, county, or federal licensing certification, or accreditation standards for a comparable type of community residence for which licensing, certification, or accreditation is required.

If a required state, county, or federal license, certification, accreditation, or recognition has been denied to a proposed community residence or its operator, it would be ineligible for a special use permit and could not be located in Clark County.

It is vital to stress that the decision on a special use permit must be based on a record of factual evidence and not on the basis of neighborhood opposition rooted in unfounded myths and misconceptions about people with disabilities.

Maximum number of occupants in a community residence

Nevada state statute sets the maximum number of individuals who can live in a community residence at ten. NRS 278.021. Even with that state–imposed cap, it is well–established that the number of residents cannot exceed the number permissible under the applicable building or housing code. For example, if the applicable housing or building code limits the number of residents in a dwelling unit to six, then even if used as a community residence, no more than six people could live there.

Under fair housing case law, it is quite clear that *for determining the maximum number of occupants,* community residences are to be treated the same as single–family residences (or multiple–family when the *structure* is a multiple–family building). Please note that many building codes improperly impose additional requirements on community residences such as sprinkler systems, a fire alarm hard–wired to the local fire department, or "exit" signs. To be legal, these additional requirements must be based on demonstrable facts, not on myths or misconceptions about people with disabilities.

In Nevada, the state has established minimum room sizes and occupancy standards for many types of community residences. These state–imposed standards supersede local housing codes. Clark County is obligated to comply with the state standards.

Other zoning regulations for community residences

All other regulations of the zoning district apply to a community residence including height, lot size, yards, building coverage, habitable floor area, off-street parking, and signage. Residents of most community residences do not drive cars. Consequently, there is no reason to require more off-street parking for a community residence than for a single–family house, assuming the community residence is located in a single–family house. No amendments for off–street parking are necessary. Like all zoning restrictions on community residences, parking requirements must be factually–based.

Summary

The proposed regulatory approach offers the least restrictive means needed to achieve the legitimate government interests of protecting people with disabilities from unscrupulous operators and assuring their health and safety needs are met, and enabling normalization to occur by preventing clustering on a block. These provisions help assure that no adverse impacts will be generated. Compliance with these conditions will be achieved by requiring a zoning certificate before a community residence can be occupied.

The proposed amendments treat community residences that comply with the definition of "family" the same as any other family. It imposes no additional zoning requirements upon them.

However, when the number of unrelated occupants in a proposed community residence exceeds four, the maximum number of unrelated

dwellers allowed under the proposed definition of "family," the proposed ordinance makes community residences for people with disabilities a conditional use subject to rationally-based licensing and spacing criteria in all residential districts. In Clark County, conditional uses are administratively determined.

But when a proposed community residence does not satisfy the criteria for awarding a conditional use permit, the greater scrutiny achieved by requiring a special use permit is warranted. Consequently, the operator would have to obtain a special use permit if her proposed community residence would be located within the spacing distance or if the State of Nevada, Clark County, or the federal government do not operate a program licensing, certifying, accrediting, or recognizing the particular type of community residence or its operator.

The burden rests on the operator to show that the proposed home would meet the standards Clark County requires for issuing a special use permit. Note, however, that if a required license, certification, accreditation, or recognition has been denied to a proposed community residence, the residence is not even eligible to apply for a special use permit. But if there is no certification, licensing, accreditation, or recognition required or available, then the community residence operator can seek a special use permit under the special use permit backup provision.

To implement these amendments, the county will need to maintain a map and database of all community residences within its jurisdiction and within adjacent communities. The spacing distances would be measured from existing community residences whether or not they are within Clark County's jurisdiction.

Appendix 1:

Sample Form for Zoning Compliance Application

The next two pages offer a sample form which the county can adapt to use in addition to its current zoning compliance application forms. The information requested by the form makes it easy for zoning officials to objectively determine if the proposed community residence complies with the development code and should receive an administratively-determined conditional use permit. This form also enables the zoning official to determine if a special use permit is required. It is crucial that the operators of all community residences be required to complete this form so the county can determine spacing distances between community residences. This requirement places no burden on people with disabilities while offering them great benefit by helping to prevent overconcentrations, enabling normalization to occur, and protecting the vulnerable residents from unscrupulous operators.

Zoning Compliance Application — Clark County, Nevada

Applicants — Who must file:

To establish a community residence for people with disabilities as a conditional use, the operator must file this application for a Certificate of Zoning Compliance. If the application meets the criteria for a Certificate of Zoning Compliance as spelled out in the applicable sections of the Clark County Unified Development Code, the Zoning Officer will issue a Certificate of Zoning Compliance within 15 days. No public hearing is required and no discretion is allowed: if the criteria specified in the zoning ordinance are met, the Certificate of Zoning Compliance is issued administratively. Be sure to keep a copy of this completed application for your records.

The applicant must provide all information requested. Please type or print clearly.
With this application, you must supply one plat map of the site (prepared by a licensed surveyor) that shows all lot lines.

Date application submitted to Clark County's Zoning Officer: _____

Address of proposed community residence:

_____

Zoning district in which the proposed community residence would be located: _____

Applicant information:

Name of group or individual that will operate the proposed community residence:

_____

Address: _____

City–State–Zip Code: _____

Telephone: _____

Contact person and title: _____

Evidence of licensing or certification for proposed community residence or its operator:

State or local licensing program under which the proposed community residence will be operated:

_____

❑ Check here if neither the State of Nevada nor Clark County requires a license or certification to operate the proposed community residence

❑ Check here if there is no applicable national accreditation agency or body for the proposed use.

Identify the licensing or certification agency (include address, telephone phone number, and, if possible, the contact person) which licenses or certifies the proposed use. If the applicant has not received a required license or certification, please explain why not.

_____

_____

_____

_____

_____

Please provide the information requested in the following table:

Dimensions of each bedroom (excluding closets)			Square Feet	Number of residents to sleep in bedroom
1	ft x	ft		
2	ft x	ft		
3	ft x	ft		
4	ft x	ft		
5	ft x	ft		
6	ft x	ft		
7	ft x	ft		
Total number of people with disabilities to live in this residence:				

Describe general nature of the residents' disabilities:

_____

_____

Maximum number of support staff present at the site on a single shift: _____

The findings below indicate whether the applicant can establish the proposed community residence as a conditional use or whether a special use permit is required. The proposed home must also comply with all other applicable municipal codes.

For Staff Use Only:

Findings: [Planning Department staff person shall initial appropriate boxes.]

- ❑ Proposed use is a community residence for people with disabilities
- ❑ Proposed use is a community residence for people without disabilities
- ❑ Proposed use is a halfway house for people without disabilities
- ❑ Proposed use is not a community residence of any type.

Number of residents with disabilities: _____

- ❑ Proposed use or operator is properly licensed, certified, accredited, or recognized by the State of Nevada, Clark County, or other body.
- ❑ Neither State of Nevada nor Clark County requires a license, certification, accreditation, or recognition for this type of community residence.
- ❑ Zoning district in which proposed use would be located: _____
- ❑ Closest existing community residence is located _____ linear feet from the proposed community residence, as measured from front door to front door walking along the public right of way. List any existing community residences within 660 feet:

_____

Determination:

- ❑ Grant conditional use permit
- ❑ Applicant must seek a special use permit
- ❑ Proposed community residence is not eligible for either a conditional use permit nor a special use permit. Application denied.

Staff review conducted by:

_____ Signed: _____ Date: _____

Print or type Sign in ink

Appendix 2:
Representative Studies of the Impact of Community Residences

Over 50 scientific studies have been conducted to identify whether the presence of a group home or halfway house has any effect on property values, neighborhood turnover, or neighborhood safety. No matter which scientifically-sound methodology has been used, every study has concluded that community residences that meet the health and safety standards imposed by licensing and that are not clustered on the same block have no effect on property values, even for the houses next door, nor on the marketability of nearby homes, neighborhood safety, neighborhood character, parking, traffic, public utilities, nor municipal services. The following studies constitute a representative sample. Few studies have been conducted recently simply because this issue has been studied so exhaustively and the findings have been so consistent that they generate no negative impacts.

Daniel Lauber, *Impacts on the Surrounding Neighborhood of Group Homes for Persons With Developmental Disabilities*, (Governor's Planning Council on Developmental Disabilities, Springfield, Illinois, Sept. 1986) (found no effect on property values or turnover due to any of 14 group homes for up to eight residents; also found crime rate among group home residents to be, at most, 16 percent of that for the general population).

Christopher Wagner and Christine Mitchell, *Non-Effect of Group Homes on Neighboring Residential Property Values in Franklin County* (Metropolitan Human Services Commission, Columbus, Ohio, Aug. 1979) (halfway house for persons with mental illness; group homes for neglected, unruly male wards of the county, 12-18 years old).

Eric Knowles and Ronald Baba, *The Social Impact of Group Homes: a study of small residential service programs in first residential areas* (Green Bay, Wisconsin Plan Commission June 1973) (disadvantaged children from urban areas, teenage boys and girls under court commitment, infants and children with severe medical problems requiring nursing care, convicts in work release or study release programs).

Minnesota Developmental Disabilities Program, Analysis of Minnesota Property Values of Community Intermediate Care Facilities for Mentally Retarded (ICF-MRs) (Dept. of Energy, Planning and Development 1982) (no difference in property values and turnover rates in 14 neighborhoods with group homes during the two years before and after homes opened, as compared to 14 comparable control neighborhoods without group homes).

Dirk Wiener, Ronald Anderson, and John Nietupski, Impact of Community-Based Residential Facilities for Mentally Retarded Adults on Surrounding Property Values Using Realtor Analysis Methods, 17 Education and Training of the Mentally Retarded 278 (Dec. 1982) (used realtors' "comparable market analysis" method to examine neighborhoods surrounding eight group homes in two medium-sized Iowa communities; found property values in six subject neighborhoods comparable to those in control areas; found property values higher in two subject neighborhoods than in control areas).

Montgomery County Board of Mental Retardation and Developmental Disabilities, Property Sales Study of the Impact of Group Homes in Montgomery *County* (1981) (property appraiser from Magin Realty Company examined neighborhoods surrounding seven group homes; found no difference in property values and turnover rates between group home neighborhoods and control neighborhoods without any group homes).

Martin Lindauer, Pauline Tung, and Frank O'Donnell, *Effect of Community Residences for the Mentally Retarded on Real-Estate Values in the Neighborhoods in Which They are Located* (State University College at Brockport, N.Y. 1980) (examined neighborhoods around seven group homes opened between 1967 and 1980 and two control neighborhoods; found no effect on prices; found a selling wave just before group homes opened, but no decline in selling prices and no difficulty in selling houses; selling wave ended after homes opened; no decline in property values or increase in turnover after homes opened).

L. Dolan and J. Wolpert, *Long Term Neighborhood Property Impacts of Group Homes for Mentally Retarded People*, (Woodrow Wilson School Discussion Paper Series, Princeton University, Nov. 1982) (examined long-term effects on neighborhoods surrounding 32 group homes for five years after the

homes were opened and found same results as in Wolpert, *infra*).

Julian Wolpert, *Group Homes for the Mentally Retarded: An Investigation of Neighborhood Property Impacts* (New York State Office of Mental Retardation and Developmental Disabilities Aug. 31, 1978) (most thorough study of all; covered 1870 transactions in neighborhoods of ten New York municipalities surrounding 42 group homes; compared neighborhoods surrounding group homes and comparable control neighborhoods without any group homes; found no effect on property values; proximity to group home had no effect on turnover or sales price; no effect on property value or turnover of houses adjacent to group homes).

Burleigh Gardner and Albert Robles, *The Neighbors and the Small Group Homes for the Handicapped: A Survey* (Illinois Association for Retarded Citizens Sept. 1979) (real estate brokers and neighbors of existing group homes for the retarded, reported that group homes had no effect on property values or ability to sell a house; unlike all the other studies noted here, this is based solely on opinions of real estate agents and neighbors; because no objective statistical research was undertaken, this study is of limited value).

Zack Cauklins, John Noak and Bobby Wilkerson, *Impact of Residential Care Facilities in Decatur* (Macon County Community Mental Health Board Dec. 9, 1976) (examined neighborhoods surrounding one group home and four intermediate care facilities for 60 to 117 persons with mental disabilities; members of Decatur Board of Realtors report no effect on housing values or turnover).

Suffolk Community Council, Inc., *Impact of Community Residences Upon Neighborhood Property Values* (July 1984) (compared sales 18 months before and after group homes opened in seven neighborhoods and comparable control neighborhoods without group homes; found no difference in property values or turnover between group home and control neighborhoods).

Metropolitan Human Services Commission, *Group Homes and Property Values: A Second Look* (Aug. 1980) (Columbus, Ohio) (halfway house for persons with mental illness; group homes for neglected, unruly male wards of the county, 12–18 years old).

Tom Goodale and Sherry Wickware, *Group Homes and Property Values in Residential Areas*, 19 Plan Canada 154–163 (June 1979) (group homes for children, prison pre–parolees).

City of Lansing Planning Department, *Influence of Halfway Houses and Foster Care Facilities Upon Property Values* (Lansing, Mich. Oct. 1976) (No adverse impacts on property values due to halfway houses and group homes for adult ex–offenders, youth offenders, alcoholics).

Michael Dear and S. Martin Taylor, *Not on Our Street*, 133–144 (1982) (group homes for persons with mental illness have no effect on property values or turnover).

John Boeckh, Michael Dear, and S. Martin Taylor, *Property Values and Mental Health Facilities in Metroplitan Toronto*, 24 The Canadian Geographer 270 (Fall 1980) (residential mental health facilities have no effect on the volume of sales activities or property values; distance from the facility and type of facility had no significant effect on price).

Michael Dear, *Impact of Mental Health Facilities on Property Values*, 13 Community Mental Health Journal 150 (1977) (persons with mental illness; found indeterminate impact on property values).

Stuart Breslow, *The Effect of Siting Group Homes on the Surrounding Environs* (1976) (unpublished) (although data limitations render his results inconclusive, the author suggests that communities can absorb a "limited" number of group homes without measurable effects on property values).

P. Magin, *Market Study of Homes in the Area Surrounding 9525 Sheehan Road in Washington Township, Ohio* (May 1975) (available from County Prosecutors Office, Dayton, Ohio). (found no adverse effects on property values.) ■

CITY COUNCIL MEETING OF
June 16, 2010
VERBATIM TRANSCRIPT – ITEM 72

Bill No. 2010-22 – Updates the City's zoning and licensing regulations that apply to community residences (commonly referred to as group homes) and similar uses.

Appearance List:

OSCAR GOODMAN, Mayor
BRAD JERBIC, City Attorney
GARY REESE, Councilman
LOIS TARKANIAN, Councilwoman
BEVERLY K. BRIDGES, City Clerk
JAMES LEWIS, Deputy City Attorney
STEVE WOLFSON, Councilman
STEVEN D. ROSS, Councilman
KENNY FONG
LYNN TYNAN, President of the Nevada Coalition of Recovery Homes
STAVROS S. ANTHONY, Councilman
LISA MORRIS-HIBBLER, Deputy Director of Neighborhood Services
LEX ANDERSON, Northwest Area Residents Association
MARY KREMER, Northwest Area Residents Association
TODD FARLOW
DENNIS WINSLOW
RICKI Y. BARLOW, Councilman
BRUCE BONGARDT, BDB Industries, LLC
ELIZABETH FRETWELL, City Manager
JIM DiFIORE, Business Services Manager
JOE MAVIGLIA, H and E Training Schools
BRYAN SPUHLER, Case Manager for Group Foster Home

2 hours
Typed by: Angela Crolli
Proofed by: Lean Coleman; Gabriela Portillo-Brenner

MAYOR GOODMAN

Now, instead of calling Item 72 now, because it could take some time, it's been suggested to me that we call Item 73.

END RELATED DISCUSSION – RESUME RELATED DISCUSSION

MAYOR GOODMAN

We're going to move back to Item Number 72. Item 72 is Bill Number 2010-22. Updates the City's zoning and licensing regulations that apply to community residences, commonly referred to as group homes and similar uses. Mr. Jerbic, could you please read the Bill before we open this up?

BRAD JERBIC

I'll be happy to, Your Honor. Bill Number 2010-22, an ordinance to update the City's zoning and licensing regulations that apply to community residences, commonly referred to as group homes and similar uses and to provide for other related matters. Before the presentation begins, I'd just wanna let you know that I'm gonna turn the rest of the morning's legal advice over to Dan Still, here at the dais. I understand there may be some questions regarding some group home issues that he worked on. And Mr. Lewis is the responsible party for putting in all the extraordinary work on behalf of our office to create this new legislation, and he's at the podium to explain it.

MAYOR GOODMAN

All right, very good. Before we hear from Mr. Lewis, Mayor Pro Tem would like to be heard.

COUNCILMAN REESE

Yes, Your Honor. Thank you very, very much. This has been an issue before the, this Council for, to me, many, many years. This new group home that will be presented to us today is brought to us by our federal legislators. I –, I've had probably six of these homes that come directly to me today, in my mind. One, was in a cul-de-sac, where we had some very, a couple of, a dentist

lived in this cul-de-sac. A person bought one of these homes and made it a group home. Those dentists couldn't even give their house away. It does bring an issue and a problem to a neighborhood, and I hope I'm not trying to stereotype any individual or any group of people. It is a problem. I have a home that was opened about three weeks ago on, down on Charleston and 16th Street that we have, for us, we can have, four people living in this home. At the present time, there's probably, 15 to 20 people in and out of this house during all times of the hours and –, in the day and night.

It is a problem and we had, I worked very closely or the City worked very closely with the, a couple of legislators, Chris Giunchigliani, which was one, when she was serving in the legislature. We did get enacted, through the legislature, later deemed unenforceable, where we did have a distance requirement for these homes. This has come, to me, it's gonna become even a greater problem today because of the mortgage rates that we have, the values of these homes today. It's mostly been in Wards 1, 3 and 5, the last few years, but now they're starting to break out in some of the other Wards. And it is a problem.

If a group home moves in to you and it is not kept up, if we, the City, don't have regulations to be able to go in there and enforce what needs to be enforced, the whole neighborhood is gonna go down. What we find is we have a business in a residential zone. We don't even have the opportunity to license. And we do have the ability of Code Enforcement to go out there, but even Code Enforcement's hands are tied when they – go out and try to enforce some of the things that are going on in these houses. The one down on by Charleston, people are parking in the backyards; they're parking in the front yards.

I had – an individual contact me. He had a person come to his house at 10:30 at night. He did have the security doors on there. His wife went to the door; they was (sic) scared. They're elderly people. The – woman called the husband, the husband come there to the front door and the person wanted this person to drive them to a hospital, supposedly because his wife was in an accident. Now, you would think that with the vehicles in the yard next door, one of them could have drove (sic) this gentleman. I have no idea what – the gentleman was planning because the person who contacted me shut the door in their face.

This is just the beginning because it's cheaper for these people to have four, five, six or seven, eight or nine of these houses right in a neighborhood now, 'cause they can have one, supposedly,

supervisor for it. And – it is, to me it's, it's – a – business. We need to, to me, attract attention of our federal delegation so they can help us. Our –hands are tied. Our staff is trying to help us here today to give us just a little bit of, to me, a band aid on a – huge, huge wound that's just gonna keep growing and growing and growing and festering, until we get somebody on the federal level to come in here and help us support the needs that we have in – our neighborhoods. To me this – is one of the biggest infections that this City will ever incur, if we don't, if we are not unable to control. And I would be glad to listen to Mr. Lewis, but I want to put those comments on the record because I have been faced with it, I have had neighborhood meetings, we – have people today that are going into other parts of the Ward.

Through our staff, we did get, through Code Enforcement and our attorney's office, we had a person that had a home like this on Chapman Drive and we had many, many, many people come to my office. I had a meeting in my office, supposed to have four people, we couldn't even – sit everybody down in the – Mayor's Conference Room, there were so many people there. And their property values immediately went down to nothing. Now, this was a home that had three bedrooms, and there was 27 people at one time living at this facility. And it's just – to me, it's uncontrollable right now. We need – to make sure that we support anybody and everybody that will listen to us. I know that the County has a bill that we're going to try to copy a little bit, that they're gonna present to us today, but even then, I don't think it's enough. And that's why I asked Mr. Olivas to stick around today so that he can hear this and so we can make contact with our lobbyists back in Washington, so that we can talk to our legislators back there and see if we can get some help at this time because it is, it's – gonna fester and fester and fester and fester. Thank you, Your Honor.

MAYOR GOODMAN

All right.

COUNCILWOMAN TARKANIAN

Mr. Mayor, could I just ask a question? Are you talking about homes where numerous families living together?

COUNCILMAN REESE

Yes.

COUNCILWOMAN TARKANIAN

And by the way, I want you to know; I agree with you, this is a problem. It causes tremendous damage to a community –

COUNCILMAN REESE

We're,

COUNCILWOMAN TARKANIAN

– the way they let them –

COUNCILMAN REESE

– we – have – homes where we have multiple families living there. That has nothing to do, this is a person supposed to get a license through the state for a group home.

COUNCILWOMAN TARKANIAN

For a group home –

COUNCILMAN REESE

And we have –

COUNCILWOMAN TARKANIAN

– for special needs. Okay. I gotcha.

COUNCILMAN REESE

The state – doesn't enforce it, they can't enforce it. There's no rules locally that controls this group home. And because of the economy today, to me, it's – gonna be a real big problem because you take a fairly nice or even a neighborhood in Wards 2, 4 or 6, where you, where

people can buy these houses or rent these houses for little or nothing and put some of these group homes in there and if I live next, I can't give my house away.

COUNCILWOMAN TARKANIAN

Well, and I will tell you, Mr. Councilman, that one of the problems, which I've shared, we had, around our Pitman Elementary School, we had five such homes and it just seems such a close radius. You know, you have a big problem and then you have it all massing together. But in any case, I understand what you're talking about. Thank you.

MAYOR GOODMAN

All right.

COUNCILMAN REESE

We had – a (inaudible) legislation that was passed through, (inaudible) Your Honor that it allowed us, oh, it allowed us 16, sixteen hundred feet separation.

BEVERLY K. BRIDGES

The mike is not on.

COUNCILMAN REESE

That we had – sixteen hundred feet separation and the – supreme court, in their wisdom, deemed this illegal, and so they – throw it out, and it's just, it's been really, really hard to get people to listen, to help. And I've spent a lot of sleepless nights. I've –, I went and I met with neighbors. I tried to explain to them it's not a problem that we created, that we're trying to find the answer for this problem but it just continues. And – we've, we denied two group homes under the – pretext that it was within sixteen hundred square feet. And luckily, we wasn't (sic) sued. The people went somewhere else and bought houses in – probably, your Ward, and put in the same – thing. But it is – a problem and I – appreciate the – Council listening to me, this item, and I just hope that we can come up with some ideas, some answers and get help because this is a problem and it's gonna be, it's gonna get bigger too.

MAYOR GOODMAN

All right, let's hear from Mr. Lewis.

JAMES LEWIS

Mayor, thank you very much. Mr. Mayor, Council, thank you very much for hearing me, for hearing from me today. I'm gonna try to be brief today, as much as I can. I know we've got some people in the audience that wanna come up and speak, and talk to you and can tell you about what it is they have to say and what's happened in their neighborhoods. What I'll do is I'll sit; I'll listen to any questions that – come up. I'll write them down and if you'd like me to address those questions, when they're done, I certainly will do so.

I think what's really important here is that, I'm here to talk to you today, about not all group homes, not group homes for, not homes that are gonna have ex-convicts, not homes that have sex offenders. I'm here to talk about homes that house the disabled, because really, this ordinance amendment that we're contemplating today has to do with compliance with the federal anti discrimination laws against disabled persons. So, Mayor Pro Tem, I'm not sure if these homes or homes for disabled or home, other type of group homes, but it's important for the record that I just say, that we're here to talk about today are rules to help us comply with federal anti discrimination laws for the disabled.

COUNCILWOMAN TARKANIAN

But Mr. Mayor, can I just state, please, will you state who they consider disable? That's all, I mean, drug addicts are considered disabled and alcoholics are considered disabled. I just want you to make sure we're understanding the two meanings.

JAMES LEWIS

Mr. Mayor, if I may.

MAYOR GOODMAN

Yes.

JAMES LEWIS

Yeah, as I said, I'm trying to just kinda of clarify the record here about which types of homes we're talking about. It is true that there's been decades and decades and decades; 30, 40, 50 years of case precedent that declare one who has, one who suffers from alcoholism or drug addiction who is not currently using drugs and or alcohol, are disabled for purposes, handicap disabled for purposes of these anti discrimination laws. So, thank you very much, Councilwoman. Councilwoman, did you have a comment?

COUNCILWOMAN TARKANIAN

I think one of the things that perhaps, Councilman Reese would consider, and the reason I'm interjecting here, is because I've listened, I've gone through a lot of the things that you've covered on this, is that, if you have a home for those who have problems with drugs, you're – saying that if you're, you just said that they're no longer on drugs but they might still be on drugs. Whose, no, they're not supposed to be on drugs, but we don't know for sure if they're on drugs because we have so many relapses with people who have drugs. And, I mean, let's face it, I've had con, I mean, I worked with athletes who could have earned multi, multi million dollars a year if they could get off drugs and they never could, no matter where they went and they paid the most expensive monies. So, if they're still on drugs, whose watching to make sure that these people are no longer on drugs?

JAMES LEWIS

Well –

COUNCILWOMAN TARKANIAN

I'm – just saying from Councilman Reese to –

JAMES LEWIS

I understand. Thank you very much, Councilwoman. Mr. Mayor, I might just start, be very brief here, with regard to why we're here today. In fact, in mid 2008, Nevada Federal District Court Judge Larry Hicks, invalidated the state Blankenship Regulatory Process with regard to group

homes. That's what happened, period. Our City regulatory process was based, solely, upon the mandates of state law. So, the state law regulatory process, the land use regulatory process, was invalidated. Ours wasn't because we didn't happen to be part of that lawsuit. But now we know that our process has been declared invalid.

MAYOR GOODMAN

What part?

JAMES LEWIS

The – whole – land use regulatory process, NRS 278.0238, 2.02388 of our land use of NRS land use and zoning chapter.

MAYOR GOODMAN

But – put it in layman's terms, so people understand.

JAMES LEWIS

Yeah.

MAYOR GOODMAN

What – part has been declared invalid?

JAMES LEWIS

Well, okay. So, the – land use process, the state land use process defined what these, what types of group homes were protected by this process or were to be governed by this process. That was invalidated. The – distance proximity requirements, the fifteen hundred feet between, from property line to property line, between certain types of group homes is defined, was invalidated. A mechanism for tracking group homes was invalidated. There were about seven or eight different provisions which were invalidated as a part of that process.

MAYOR GOODMAN

And now we're trying to get ourselves in compliance with what?

JAMES LEWIS

We're trying to get ourselves in compliance with the federal laws and the Nevada Federal District Court opinion interpreting those federal laws as applied to that state process.

MAYOR GOODMAN

And that's what your ordinance – is directed to. Correct?

JAMES LEWIS

Correct.

MAYOR GOODMAN

And who's responsible for enforcing the ordinance?

JAMES LEWIS

The Code, the City of Las Vegas. One of the reasons why the team of people gathered by the City Manager to address this issue, one of the reasons why we needed to changes that are being proposed, is to streamline the folks who will enforce these laws on behalf of the City of Las Vegas. The Code Enforcement Division will be the folks responsible for addressing complaints from our citizens and constituents about homes, whether they are part of this change, the home for the disabled, or one that is not part of this change.

MAYOR GOODMAN

Is – it a criminalizing activity that's to be enforced by Code Enforcement? In other words, does our ordinance impose some kind of a criminal sanction if somebody has a group home that is non compliant? Our Code Enforcement folks, are they supposed to go out and site them criminally or do they come before us for an order to show cause to close the home down?

JAMES LEWIS

Mayor, it's – that – is correct. So –

MAYOR GOODMAN

What is correct?

JAMES LEWIS

What is correct is that, there will be Code, it's the usual Code Enforcement process that you are familiar with. We're not criminalizing behavior. It's, what will happen is, if we were to get a complaint –

MAYOR GOODMAN

Yes.

JAMES LEWIS

– Code Enforcement will go to investigate. That investigation will consist of looking at Planning and zoning records, Building and Safety records, speaking with the folks that operate the home or own the home, determining whether or not they fall within our statutes or outside of them, and then a notice to comply will be issued if they do not comply with the law.

MAYOR GOODMAN

All right, let me ask you this, because I'm – trying to cut to the chase here.

JAMES LEWIS

Yes.

MAYOR GOODMAN

I sense on the part of the Council –

JAMES LEWIS

Yeah.

MAYOR GOODMAN

– or at least those who have expressed themselves thus far, that they really, notwithstanding what the federal government is saying, as defining who is disabled, they don't like the idea of having a group home in a neighborhood where folks who are recovering addicts, who they believe will fall off of the wagon, are part of the neighborhood –

JAMES LEWIS

Right.

MAYOR GOODMAN

– and that that, they don't want that condition to exist here. So, let's assume that their will is followed –

JAMES LEWIS

Correct.

MAYOR GOODMAN

– and let's assume that this Council votes against an ordinance to that affect, what happens? Are we in contempt of anything?

JAMES LEWIS

We're not in contempt but here – there, there're several consequences that could accrue from either one of three anti discrimination laws. The three laws are the Federal Housing Amendment Act of 1988; that was an amendment to the Fair Housing Act of 1967, which is a part of the Civil Rights Act of 1964. We've got –

MAYOR GOODMAN

They really don't care much about the civil rights of a drug addict.

JAMES LEWIS

Well, so, then you've got the American Disabilities Act and you've got the Federal Rehabilitation Act. So, you've got three different acts to prevent discrimination against the disabled.

MAYOR GOODMAN

But how would, and – I'm not arguing with you, I'm just asking you questions, because I know where they're coming from –

JAMES LEWIS

I too.

MAYOR GOODMAN

– about if they feel that the folks who are living in the neighborhood and one of these group homes poses a danger to the neighborhood, and they don't want to allow that danger to have a potential, and they vote against this. What happens to us?

JAMES LEWIS

Well, with regard to the potential threat, there has to be evidence of a threat. So, the –, if you, Mayor, if you would – allow me.

MAYOR GOODMAN

That's –

JAMES LEWIS

Okay.

MAYOR GOODMAN

– why you're here.

JAMES LEWIS

Okay. So, I'd like to answer your first question (inaudible) the second.

MAYOR GOODMAN

Wait, I'm not trying to kill the messenger here, but –

JAMES LEWIS

Right.

MAYOR GOODMAN

– but I have to understand the message.

JAMES LEWIS

Yes.

MAYOR GOODMAN

The message from this Council –

JAMES LEWIS

Yes.

MAYOR GOODMAN

– as I understand it is, we don't, if I am reading them right –

JAMES LEWIS

Right.

MAYOR GOODMAN

We don't want folks –

JAMES LEWIS

Right.

MAYOR GOODMAN

– who pose social problems to be in a group home in our neighborhood.

JAMES LEWIS

So – let me, your – first question was –

MAYOR GOODMAN

Doing pretty good, but go ahead.

COUNCILMAN REESE

If – I can.

JAMES LEWIS

Okay. Yes, please.

COUNCILMAN REESE

My concern is they don't have to come to the City for anything.

JAMES LEWIS

Yes. That's – not, no that's not true. I'd like – to describe –

MAYOR GOODMAN

All right. This is what we're gonna do.

COUNCILMAN REESE

Do they – get a City business license?

MAYOR GOODMAN

Let's do this. Let's do this, with all due respect. Let – the poor guy is trying to talk to us and we're jumping on you. Make it, give us your best description of what we're supposed to be considering here and then I'll let them attack you.

JAMES LEWIS

Would – you like me to answer your questions, would you like me to answer your direct questions first.

MAYOR GOODMAN

No, no, you make your presentation because we've been all over you. Make your presentation and then we're gonna destroy you.

JAMES LEWIS

Okay. That's good. Well, at least, I'd like to make the presentation.

MAYOR GOODMAN

Good.

JAMES LEWIS

Okay. So, here, here's the bottom line. We've had a federal justice court tell us that the – language regulatory process that we use is invalid as a matter of law, that it violates the FHAA. So, what do we do? We, the City Attorney's office, in conjunction with the City Manager's office, reviewed the District Court opinion, reviewed the laws that currently exist, that have existed for a number of years, and decided we need to propose changes because there are consequences that could accrue. Now, what's important to understand, and it's hard for me to stand here and tell you this, but federal law does, in fact, it does in fact, limit this Council's

discretion to act with regard to the disabled in these homes. Just, the fact of the matter is, the federal law, the federal government, Congress has decided we – see that across the country homes for the disabled are being zoned out of single-family neighborhoods and we're gonna take it upon ourselves, Congress, to pass laws that would supersede, that would preempt state and local action when it's found, when – a law is found to be discriminatory on its face, which means you can read and it looks like we're treating the disabled differently than non-disabled or in effect.

So, what we've got here, we think, staff thinks, is a good balance between the protection of the interest of the disabled and the protection of the interest of citizens, constituents in single-family neighborhoods. So, let me get to the, kind of the details of the proposal.

MAYOR GOODMAN

Good.

JAMES LEWIS

The practical effects of the proposal of this, between one and four related, I'm sorry, with regard to single-family homes, with regard to related folks, you can have as many related folks living in a single-family home, in a single-family zoned area, as our housing code permits. Our housing code permits seven people to be in a SRO, the single-room occupancy unit. Our code permits two more for each additional bedroom. So, with regard to those persons that are related, families, in a five-bedroom house you can have 17 people in the City of Las Vegas.

So, our code then, the new proposal says, with regard to unrelated people, so, unrelated folks like college students or people that will reside in a community residence, the cap is four. You can have four or fewer unrelated, whether they're disabled or not, four or fewer, as a matter of law, in a single-family residential zoned district in the City of Las Vegas. Here's the, that's part of the change that we're making.

The next part of the change that we're making is to label between population of five and 10 disabled individuals, not college students, not – blackjack dealers who're living together as roommates. The disabled folks can get as a conditional use in our zoning districts, a community residence. You can have between five and 10 disabled individuals and up to two care givers, as

long as you comply with the conditions of our conditional use. One of the conditions is you must be 660 feet from property line to property line to another community residence. So, we still have a separation. There was some concern that our proposal would come back and say, shouldn't have a separation requirement because the Nevada federal district court judge seemed to indicate in dicta, which means it's not, its language doesn't really apply to the case at hand. But in dicta, seemed to indicate that the correct number for distance relationship is zero. We believe, reasonably, our office believes the intent of the act, I wanna make sure I get this right, but we believe the – intent of the act is to promote inclusion and integration of the disabled within traditional non-disabled neighborhoods. The intent of the FHAA, the Fair Housing Amendments Acts, and a rule where you have a zero foot proximity distance relationship, would not be appropriate because then you could cluster homes, and then the intent of the act to integrate the disabled into traditional non-disabled neighborhoods, goes by the wayside, because you have a cul-de-sac of four, five of these homes. We're gonna use the distance proximity relationship of 660 feet to make sure that we follow the intent of the federal law, which is to make sure that we integrate the disabled folks into non-disabled neighborhoods. So, it's – really important that I make that clear for the record.

So, we've got five to 10. Eleven or more, this is the one that concerns, well, five to 10 concerns many, 11 or more really concerns folks. There are no changes to our code with regard to a population of 11 or more in a single-family residence. That's a – convalescent care facility, special use permit only in all residential zoning districts. So, I've talked about the distance proximity separation being reduced from fifteen hundred to 660.

Lastly, two more things I wanna point out. One, community residences are to be treated as single-family – home for purposes of zoning codes, I mean, I'm sorry, for building codes and fire codes, unless individuals that are disabled are non-ambulatory. And then our code, which goes farther than Clark County's version in 2008, says, our fire chief, our building official may impose those life safety requirements that are necessary to protect these folks in the home themselves. Lastly, our ordinance strikes the business licensing requirement in Title 6 for Group Residential Care Facilities, which is the term that has been used in the state law. The reason for this is two-fold; one case law suggests that separate local – licensing where their state licensing is improper, and two, if we're not licensing a person who rents to the non-disabled, if we don't require a

business license and fee of them, cases say, we can't require the business license and fee of one who rents to the non-disabled.

So, let me finish up by saying this, I need to hand to the Clerk a report that was created on behalf of Clark County when they made very similar changes to their code in 2008. I could have drafted a report much like this one, but there was no reason to recreate the will. The annual lobber, the person who created this report for the county, is a land-use lawyer. He's a – zoning expert in group homes and he happened to be the past president, a recent past president of the American Planning Association. He – has the AICP designation. If there's an expert in the field, it's this gentleman. Lucky for us, Clark County, we're basing our codes on Clark County's code. This was created to define their code, to support their code, so, the – law says I can use this as support for our – code revision. So, Mayor, I'd like to give this to the Clerk now, for the record.

MAYOR GOODMAN

Certainly, we'll make that part of the record. I don't know whether Mr. Lauber lives next to a group home.

JAMES LEWIS

So, what I'd like to do now is, I can either sit down, let – the folks come up and – take questions or you, if you wanna just ask me questions now.

MAYOR GOODMAN

Are we able to limit the definition of disabled? I'll tell you why. I don't think anybody in this room would have any quarrel with a home where some veteran came back from the war and suffered some horrible injury over there and was living with other veterans who had those injuries. I think, basically, they are concerned about addicts, recovering addicts, if there is such a thing.

JAMES LEWIS

Yes.

MAYOR GOODMAN

Alcoholics, who are recovering, if there is such a thing.

JAMES LEWIS

Uh, uh.

MAYOR GOODMAN

Those are – things that are bothering them. I, myself, I may not have much objection if a group homes is built outside of a neighborhood because then if other people wanna come into that neighborhood, they'll know what's there. But I have a real problem myself of having a group home under the present definition –

JAMES LEWIS

Right.

MAYOR GOODMAN

– coming next door to me and – basically, causing me concern about my quality of life.

JAMES LEWIS

My answer, Mayor, if I may.

MAYOR GOODMAN

Sure.

JAMES LEWIS

My answer to that would be, unfortunately, there are, there's decades and decades of federal case law from across the country, every circuit court of appeals, that will tell us that recovering alcoholics and recovering drug addicts, as long as they are not currently using, are handicapped for purposes of the federal anti discrimination laws, period. And so, I would su –

MAYOR GOODMAN

That – may well be the case, what courts will tell us, but I don't necessarily have to go for it.

JAMES LEWIS

You know, certainly, this board has the discretion to do whatever it likes. I am suggesting to you that there is something, you asked the question about consequence.

MAYOR GOODMAN

Yes. I wanna know whether we're held in contempt.

JAMES LEWIS

May I – answer that, the consequence question now?

COUNCILMAN WOLFSON

(Inaudible)

MAYOR GOODMAN

(Inaudible) Fine. (Inaudible) Let 'em sue us. Go ahead.

COUNCILMAN WOLFSON

We wouldn't be held accountable. Why don't you clarify that, Mayor? I (inaudible).

MAYOR GOODMAN

Let him finish, please.

JAMES LEWIS

Okay. So, earlier on our conversation, I – define, I told you there were three different laws out there that prohibit us, in our laws, to discriminate against the disabled. These three laws have different consequences. One consequence is we get sued. Right. There's a home out there, there's – an operator of a home that wants to operate a facility, our law doesn't include, for

example, recovering drug addicts. Okay, they sue us in federal court. We lose. Okay. And that's – fine. We lose. What happens? Federal court tells us to rehear the matter and that we must include within the definition of disabled, handicap, recovering drug addicts. Okay. Fine. That's not the consequence that I fear. We pay their attorney's fees, fine. The consequence I fear is that, under the law, one can go without spending a nickel, to Housing and Urban Development and to the Department of Justice, file a complaint that City of Las Vegas, Clark County, Henderson, North Las Vegas laws violate federal anti discrimination laws. Within 72 hours, under the FHAA, an investigation is required to being started. Now, does that mean that we get 13 feds down here going through our things that day? No. It means that a letter is going to be issued saying, you're now under investigation for violating federal anti discrimination laws. I don't wanna go, I don't wanna bore you to death with all of the different penalties that could accrue, but what they do is, they do a civil, it's a civil process. They do their investigation and they have the ability to levy civil fines, much like you do in our Code Enforcement cases. We don't go to a judge. We don't argue. They levy them. If they find the violation, the next step, by law, is it goes to DOJ. The Department of Justice then will decide whether or not to sue us. This process I went through in a different jurisdiction in the Valley, not with regard to group homes, but with regard to failure to provide ADA access in government facilities and on sidewalks.

MAYOR GOODMAN

I think it's a big difference.

JAMES LEWIS

Well, no, what I am saying – is, the investigation from DOJ took 18 months, and at the end of the 18-month period, we were told we could be sued or we could do what they want. And my advice to my clients, at that point, was, if we get sued we're gonna have to do what they want anyway, so, my advice to you is, let's not continue to spend money, let's – go ahead, let's do the best we can to negotiate and move on. Two years later, that jurisdiction came out of this cloud from a DOJ investigation. So, the lawsuit is what the lawyers are here to defend. The DOJ investigation, the HUD investigation can be problematic because civil penalties can accrue and frankly, under the Federal Rehabilitation Act, if we're found to be willfully violating the laws,

we can lose all federal funding. That is an extreme consequence. And I'm not telling you today that that would happen upon a first violation, but I can tell you that we have knowledge of the 2008 opinion from the federal district court saying that the laws that are in place are violative of the federal law.

MAYOR GOODMAN

Right.

JAMES LEWIS

If we willfully violate the law by moving forward, we could accrue more penalties than we would if we we're not willful.

MAYOR GOODMAN

Well, I wanna do this, from my perspective, then I'm gonna open it up for the Council and for the public, of course, but I think that a, an ordinance if we have to address a district court opinion could be framed to allow any kind of group home to be built x amount of feet away from something else, if it's a first time home there, so people will have notices to what they're buying into a neighborhood. I think that's a fair and reasonable condition to be placed. And I would really like to see a study, as to whether or not recovering alcoholics and recovering dope dealers and dope users, are – not a danger to a community. I – I'd like to do that. I think there's a rationale nexus as to what we're being asked to vote on now to have those questions answered.

JAMES LEWIS

There are, Mr. Mayor, there're been plenty of studies already, throughout time.

MAYOR GOODMAN

Well, I don't know (inaudible).

JAMES LEWIS

And I –

MAYOR GOODMAN

I don't know. I don't like it.

JAMES LEWIS

I know, I certainly will, we – certainly can do, we certainly need to do what this Council directs us to do, and we certainly will.

MAYOR GOODMAN

Okay. Let me do this. Let me, does the Council want to be heard first or shall we open it up to the public? All right, we'll let the Councilmembers be heard and then we'll open it up for public comment.

COUNCILMAN ROSS

May I go first, Your Honor?

MAYOR GOODMAN

Go ahead, please. Folks, have a seat. I'll hear you, don't worry about it.

COUNCILMAN ROSS

Marshall, have you got several pairs of handcuffs on you? Might as well get a couple for our attorneys too because what I'm hearing is we're handcuffed. What I'm hearing, and I'm gonna simplify this, to the best I can, 'cause I'm not an attorney, so, for us little guys on the Council –

MAYOR GOODMAN

Well, what does that mean?

COUNCILMAN ROSS

I'm losing weight, that's all that means. We, and I don't know how to put this eloquently or softly, but we have a plague in this community that is continuing to grow, and granted there are legitimate facilities that are helping disabled veterans, folks with other disabilities; recovering alcoholics or drug addicts, and there're legitimate homes and businesses doing business in the City of Las Vegas. But what's happened, Mr. Lewis, is there's a lot of 'em out there that are portraying fraudulent behavior and taking advantage of people and nearly quite screwing the neighborhood. I don't know how else to put it. But there are people in our neighborhoods who we represent who can't sell their homes, who can't let their kids go play on the streets, for crying out loud, because of fear of these homes, regardless of what it is, what – group is in there. And that's the problem I'm having, and I feel just like that, handcuffed, because I can't do anything about it because the federal government is allowing these things to happen and not allowing local jurisdictions any say so; Business licensing, special use permits, whatever it is, and – we have to enforce this with our own Code Enforcement folks? It's a joke. It's a nightmare and it's certainly killing me in Ward 6 and hurting the rest of this city. And I know that all the Council wards are affected by this as well.

This agendaed item bringing us in line with the County, I don't know if I can say, hey, I can accept that, I can go do that because my attorney is telling me to so we don't get sued. How do we send that message to – the federal delegation? How do we send that message that says, hey, we've got to fix this because it's killing our neighborhoods, it's killing our families. That's what I am most concerned about. And that's the simplified version of it, Your Honor.

MAYOR GOODMAN

Anybody else wanna be heard now or shall we hear from the public? All right. Yes, Sir. Let's put a three-minute timer on and see whether we can do with that.

KENNY FONG

Yes, I'll be very brief.

MAYOR GOODMAN

No problem.

KENNY FONG

Members of the Council, I appreciate your time.

MAYOR GOODMAN

Please identify yourself.

KENNY FONG

My name is Kenny Fong. I live on 16th Street; that's in the Mayfair tract, and I appreciate Councilman Reed (sic). Did I pronounce your name –

COUNCILMAN REESE

Reese.

KENNY FONG

– correctly? Reese, thank you, that he's aware of the problem that exist (sic) in that neighborhood and it's – a slap in the face, really. It's a (sic) immoral, unethical behavior that has been float in your face and it has, and I'm speaking for myself, because I've lived in that neighborhood for almost 28 years, and it has really plummeted. And so, recently, in the papers, it was well publicized that under the guise of the ministries, that these home, and that particular home on 16th Street, has been open to, as a half-way house. Now, I'm not saying that – individual should not help people that are in need, and they (sic) should be a – way in which that the neighborhood should be uplifted. They should contribute what is good, and of course, as you can see that it is not contributed, it has really plummeted.

So, what is moral and ethical and when – a ministry, so to speak, under the First Amendment speaks of, they have the right to do under religion that where is the charted purpose, the charted purpose that is a non-profit organization. And so what is evidenced there that is non-profit. It is a profitable group and should there be evidence to show that, if they claim to be such, shouldn't

there be proof of such? Shouldn't they be investigated? And I think it should. And, of course, I understand by the expression of you, Councilman, that certainly that you can see under certain cloak that certain mud in the water, so to speak, and of course conscience can really tell and you can really see behind that that it's – not right and where is the justice. Justice has to do with something that is right, something that is love of your neighbor.

MAYOR GOODMAN

All right. Thank you. Let's hear –

KENNY FONG

Yes. Thank you, Sir –

MAYOR GOODMAN

Thank you.

KENNY FONG

– very much for your time.

MAYOR GOODMAN

Thank you.

COUNCILMAN REESE

If I could –

KENNY FONG

Okay.

COUNCILMAN REESE

– I need to (inaudible) this guy, please.

MAYOR GOODMAN

Okay.

COUNCILMAN REESE

Sir, my heart goes out – to you, okay.

KENNY FONG

Yes.

COUNCILMAN REESE

When, was this first brought to my attention and I had Code Enforcement go out there and there're just certain things they can do. Number one, the people have no City license; that bothers me. We can't require them to have a City license. Yes, we can go out there and say, you need to do this, this and this but we can't really enforce it. They don't have a City license. They have a state license, but the state don't (sic) go out there and enforce it. They – don't come out there and look at this and enforce anything.

KENNY FONG

It's –

COUNCILMAN REESE

We – at this time, we have our hands tied, even – this new – bill we're looking at here today. Yes, we are – copying what the County did, we're – copying something that has been given to us today, as an expert on – these issues and stuff. But what's it do, what good is going to do for you when we have these problems. When another one comes in there, two doors down the street, 660 feet, we, and if they wanna sue us they sue us, we're still gonna lose. We're not allowed to put these restrictions on there and I – I respect our attorneys to the utmost. Our hands are tied, even if we pass this, our hands are still tied. We cannot help you unless we get some help from our federal government.

KENNY FONG

One thing, Mr. Minor (sic), I just want to mention just briefly that, should the federal – law override the – ordinance of the City –

COUNCILMAN REESE

It does –

KENNY FONG

Should – they do that?

MAYOR GOODMAN

It does.

COUNCILMAN REESE

It does.

KENNY FONG

Who has the –

MAYOR GOODMAN

The federal – law takes precedence –

KENNY FONG

– say so.

MAYOR GOODMAN

– but doesn't mean to say we have to listen to them.

COUNCILMAN REESE

The federal – government it – overrides us.

KENNY FONG

Well, then I'm sure that you Councilmen should be able to test that in the – waters. I thank you for your time.

MAYOR GOODMAN

That's what the waters are for. All right. Next, please. Put the three-minute timer on, please. Please give us your name first.

LYNN TYNAN

My name is Lynn Tynan. Do you need the address or just, anyway, I am the President of the Nevada Coalition of Recovery Homes. We've been in operation 10 years. Eight years ago this same issue came up, and I totally agree with everybody that there are houses that are not regulated, that do anything they want. We, of the coalition, are very frustrated too because our houses are respectable, they're clean. The one I, I am the Director of has been in operation 50 years. We saved thousands of women in this town get their lives together. It came before the County eight years ago. They bumped it up to the state because of the federal regulations. The state also did, the state licensing covering the halfway houses for recovering alcoholic and drug addicts. I am a recovering alcoholic 26 years, Mayor Goodman, and you know that you gave me a proclamation for the Nevada Recovery celebration September 12th because there were thirty five hundred and many, many more in this town that are recovering and are living good lives. We help women and there's (sic) houses for men. We – are frustrated because these other houses, and we know there's houses that – don't regulate them. All the houses that we run are zero tolerance of alcoholics, alcohol or – drugs. If we suspect it, they have to go. The drug addicts do not stay in the good neighborhoods. They go back to their neighborhood where they can get drugs. They don't stick around in a nice neighborhood 'cause they can't get anything, or they end up in jail. We get a lot of referrals from P and P, from CPS, from Metro, from the courts because there are not enough houses. And – I'm not saying these houses, but there's not enough places to refer people. And the good houses are the only ones that are being referred to by these other people. Okay.

Now, we're frustrated too and I don't, I totally agree with you, we don't want these houses that have 24 people than, and they're not regulated well, they have a lot of code, health and safety violations. Ours have regular inspections. We have our own set of codes that the houses in our coele, coalition have to abide by, and many of them that, we, are not in our coalition do not have licensing, and we're frustrated because we can't tell them what to do.

Code Enforcement is complaint driven. Now, if any of those residents give a complaint to Code Enforcement, then – Code Enforcement can do something. But a lot of those residents, they won't do that because they're recovering, I mean, they're alcohol, drug addicts when they leave, they're upset, but they're not gonna – do anything. So, it is, it's a catch 22 because we can't give – good houses their reputation and keep them up and we can't do anything about the bad houses. So, you've got two different games here, you're playing, and the federal government protects us. We don't have the money to sue but, if you have to, if we discriminate against alcohol, recovering alcoholics and drug addicts. I made sure that the state and the City, and I wanna thank Mr. Lewis and Lisa Morris and Beverly Goldsen, they worked really hard and put together a really good ordinance. But if – you don't make the same regulations or ordinances for the group homes for seniors or the group homes for Alzheimer's and you just make it against recovering alcoholics, drug addicts, then it is a violation. We don't want to sue. Definitely, I want us all to work together. The coalition also needs some power to be able to do something too, but how we're gonna get it. Right?

So it is a very frustrating issue, and I understand Councilman Reese's problem because it does affect the neighborhoods. Our facility has been there with good, clean, house we have, wonderful neighbors. When we get donations we give them to the neighbors. Fifty years and we've been running a wonderful organization. There's, hasn't been one complaint in 50 years to Code Enforcement. So, what are we all to do? Mr. Lewis has worked out a very wonderful ordinance that covers all of it. The only thing that I would like to add to it is that that they have to have licensing, 'cause our, a lot of those bad houses don't have licensing or if they do, they have a license for eight beds and they're putting 24 beds in a house and it's not regulated.

MAYOR GOODMAN

All right, thank you.

LYNN TYNAN

Okay.

MAYOR GOODMAN

Yeah.

LYNN TYNAN

Thank you.

MAYOR GOODMAN

Thank you. Mr. Lewis, did you say that licensing is prohibited?

JAMES LEWIS

No, let, I think I need to make this really clear to the Council, at this point. We have – is this on? Okay. Sorry. We have the right to land, regulate land use to a degree. What the courts have said and so let's think about in these two, we've got land use, land use permitting –

MAYOR GOODMAN

No, no, I want you to answer my question.

JAMES LEWIS

Okay, I, then –

MAYOR GOODMAN

It's a simple question.

JAMES LEWIS

Business license, the answer is Business licensing no, but permitting yes.

MAYOR GOODMAN

But we can't – ask for a business license, correct. That's the law.

JAMES LEWIS

That's the advice I'm giving you, yes.

MAYOR GOODMAN

Okay.

JAMES LEWIS

But, I, if you, Mayor, could you let me, I'd like to explain why we're still, let me explain the process then I think this Council will be comfortable that we still are looking in to what it is these – home, the homes with disability are doing and we have conditions –

MAYOR GOODMAN

See – our problem is this, we get information –

JAMES LEWIS

Yes.

MAYOR GOODMAN

– that there're people out there who are abusing the system.

JAMES LEWIS

Yes.

MAYOR GOODMAN

– I'm not talking about yours, operation, you're running a clean operation without any problem and it's a good operation, but we hear that there're con men out there –

JAMES LEWIS

Yes.

MAYOR GOODMAN

– who are taking food stamps –

JAMES LEWIS

Yepp.

MAYOR GOODMAN

–in return for renting somebody a room and the people are not abiding to societal standards –

JAMES LEWIS

That's right.

MAYOR GOODMAN

– and decency, and we wanna, if we're going to pass an ordinance, we have to be able to enforce the ordinance.

JAMES LEWIS

This ordinance doesn't apply to that situation at all, at all, period, end of story. I just wanna make this really clear. This has to do with the disabled only.

MAYOR GOODMAN

I know, but we're talk, and the guy who is taking the food stamps is only allowing recovering drug addicts to live with 26 others.

JAMES LEWIS

And so we would have an ordinance that would describe –

COUNCILMAN ROSS

(Inaudible) disabled.

JAMES LEWIS

Well, we would have an ordinance that would describe, well we have an ordinance that would describe how he would be permitted to have between five and 10 folks in this facility or –

MAYOR GOODMAN

That's – in order to allow him to open it up but then when he starts violating the law and he allows people there that are disruptive in the neighborhood, we can't require a business license that we can yank.

JAMES LEWIS

Well, the business license –

MAYOR GOODMAN

You know, had the colonoscopy clinic not had a business license they still be giving people hepatitis. That was the only way that we were able to do anything about it, by taking it off his stupid wall.

COUNCILMAN WOLFSON

Mayor Goodman.

JAMES LEWIS

They, Mr. –

COUNCILMAN WOLFSON

Mayor Goodman –

MAYOR GOODMAN

Yes.

COUNCILMAN WOLFSON

– may I please ask a few direct questions for clarification.

MAYOR GOODMAN

Go ahead, please.

COUNCILMAN WOLFSON

Jim, please, ask the, answer the questions directly.

JAMES LEWIS

Yes.

COUNCILMAN WOLFSON

Under this proposed ordinance, does somebody have to come to the City to ask for something and if so, what is it?

JAMES LEWIS

The answer is yes.

COUNCILMAN WOLFSON

Okay.

JAMES LEWIS

And between one and four individuals live in a house, there are permitted use. (Inaudible) –

COUNCILMAN WOLFSON

They're – asking for a conditional, excuse me.

JAMES LEWIS

Yes, Sir.

COUNCILMAN WOLFSON

They're asking the City to give them a permit, correct?

JAMES LEWIS

Between five and 10 in occupancy and 11 and more, yes.

COUNCILMAN WOLFSON

And in order for us to give them this permit, which is permission, they have to comply with the ordinance, which has regulations within it.

JAMES LEWIS

Correct.

COUNCILMAN WOLFSON

Okay. If they seek permission through a process, to open up one of these group homes, as you've described, and it doesn't comply with the regulations, we can say no.

JAMES LEWIS

Yes.

COUNCILMAN WOLFSON

If it does comply, and we say yes but then we learn through a complaint driven process that there're in violation, we can send Code Enforcement out to do that process. If they're in violation, we can revoke the permit, correct?

JAMES LEWIS

We, yes, we – can use our Code Enforcement process to stop them from operating. That's correct.

COUNCILMAN WOLFSON

Is that the same thing I said, revoke their permit or –

JAMES LEWIS

Very close, yes.

COUNCILMAN WOLFSON

Okay. So, there is a process in, okay, that's all I wanted to hear. Thank you.

MAYOR GOODMAN

Okay.

COUNCILWOMAN TARKANIAN

Mr. Mayor, I don't understand this. First of all, I would like to say, absolutely, the majority of my professional life was with the disabled. And I understand why some of this has developed the way it has, because at the time I began working with disabled, they were shunned. They were, you know, the autistic and the mental retarded and the deaf were put into homes that they called for the mentally handicapped. So, I understand why we began to want to bring more into society, and as we became better educated ourselves, we were able to help them. And, but what I don't understand, and as I, from what I've been told, the state can put a half-way house, they can put a house for, let's say, recovering alcoholics, recovering drug users, and not even let us know, because I've asked, can – we at least know if they have this, and we are never told. We had five houses near Pittman Elementary School, which we were able to be (sic) shut down. They were able to be shut down because, fortunately, someone in the house told us about things they were doing wrong, you know, use of electricity, unsafe home situations, so, thankfully, we were able to shut down those homes. The woman who was involved with those homes was making over

$300,000 a year. I don't know if it was five homes or she had some in Councilman Reese's district, but what I'm trying to say is this is – my objection, we are never told. So, if somebody comes and says these people are drinking a lot and they're hanging around, we don't know what the situation is. Why can't we ask the state to let us know? That's the main thing.

And the second thing is, I have no, nothing against recovering or those who have moved from, you know, drug use and – they moved to improvement, but how do we know that? How, who does testing to regulate? Who regulates it? Truly these are, and by the way, Jim, you and I have gone through this for probably a year and a half. And I know how hard it is, and I know the anger that's been spoken by people in the community and – I know you're not advocating this –

JAMES LEWIS

I'm not. No.

COUNCILWOMAN TARKANIAN

– you're just trying to tell us the law.

JAMES LEWIS

That's right.

COUNCILWOMAN TARKANIAN

I am very upset that people on the state, on the Supreme Court or in the federal government who really don't know the fields that well of those who are recovering, have put this on us because they don't know what we're faced with. So, that's, those are the questions I'm asking.

JAMES LEWIS

Thank you, Councilwoman. Mayor – if I may, I think – what might be helpful is for me to read into the record what conditions of approval, what conditions these homes would have to follow, so you understand that there is a regulatory process on behalf of the City.

MAYOR GOODMAN

All right, before you do that, Councilman Anthony had a question.

JAMES LEWIS

Sure. Thank you, Mayor.

MAYOR GOODMAN

Okay, fine.

COUNCILMAN ANTHONY

Councilman Wolfson kinda really got to the rub and – I just wanna be real clear – on this, they have to, for five to 10, they have to get a permit from the City.

JAMES LEWIS

Yes, they – have, they are conditional use. They would have to file something called a Conditional Use Verification form. It will tell us who operates it, who's to be in the home, how it will be operated and it will address the conditions that we have laid out in the ordinance, and if all of those, and if they then comply with all of the conditions, they then are a permitted use at that point. They then may operate. Let me say this, one of the, and I'll read it later, but one of the things they've gotta do is get a state license. And this is, Mayor, I was trying to allude to this, we've got the land use process. We – say you can be here, you can't be here or as limited by federal law enforcement. The state has the regulatory process, the licensing pro, process. How you operate these homes, who can operate them, the background checks of the – operators have to go through. So, in order to get a conditional use permit, you've gotta – go to the state and get licensed first. And, so, and – what I'd like to do, though is go through the conditions just to – kinda of explain the Council what kind of regulations that we have for those homes between an occupancy of five to 10.

COUNCILMAN ANTHONY

And – Jim, just to clar – I'm glad you're gonna go through that 'cause I wanna hear, but those – are the conditions that, if they say they said them and they got the permit and they're up and running, those would be the conditions that we will use to regulate –

JAMES LEWIS

Yes.

COUNCILMAN ANTHONY

– that particular home in order to, if they violate a condition, then we can pull the permit and then they can't operate the home any longer.

JAMES LEWIS

Correct.

COUNCILMAN ANTHONY

– any longer. Correct?

JAMES LEWIS

If they're – no longer, if they're a conditional use, and they don't comply with the conditions, they're not allowed to be where they are. And therefore, Code Enforcement can go out and shut them down. Part of our – issue, frankly, is enforcement. It's difficult to enforce, right? And so, I think that Dr. Lisa Morris and her people are gearing up to enforce. I'm not gonna talk on her behalf, but we are complaint driven system and we need to know where they are. Once we do, they do a very good job of, one, finding out who's operating. Do they have a state license? Are they – permitted as a matter of law where they are? And if they're not, we take action just like we take action on the homes that are falling in disrepair.

COUNCILMAN ANTHONY

So, I guess with that (inaudible) –

MAYOR GOODMAN

Which we – haven't been able to close down, after asking for 11 years for authority to be able to rectify the problem, our attorneys haven't been able to give us an answer.

COUNCILMAN REESE

Your Honor, If I could, please.

MAYOR GOODMAN

That's only been 11 years.

COUNCILMAN REESE

If I could, Your Honor. I'd – like to talk to Trina, please. If I could, Lisa?

MAYOR GOODMAN

I couldn't help myself. Yeah, we're trying to get there. Fine, let's do the conditions.

COUNCILMAN REESE

No, just, I –

MAYOR GOODMAN

Okay. Mayor Pro Tem.

COUNCILMAN REESE

Ms. Morris? Dr. Morris? Okay, this problem we have down on 16th Street, the first gentleman alluded to. This was first reported to us over a month ago. Are they still in business today?

LISA MORRIS-HIBBLER

I'm not sure, but probably so.

COUNCILMAN REESE

Probably so. They – are. And I – have asked, (inaudible). I talked to two, I talked to Devin and Tony yesterday, and it's, they, maybe we can but we haven't. That's – why I wanted you to come up first, is I'd like you to sit down and think about it, why. Why are these people still in operation today operating like they are?

LISA MORRIS HIBBLER

I can answer now, if that's okay, Mayor.

MAYOR GOODMAN

Certainly.

LISA MORRIS-HIBBLER

Okay, members of the Council, Lisa Morris-Hibbler, Deputy Director, Neighborhood Services Department. As Jim was stating, it is often difficult for us to close these homes down. I mean, part of it is, we have to be able to get in. And as Dan knows, and the attorneys that we've worked with, a lot of time you have to get an administrative warrant in order to get inside of the home to do our investigation. Once we do the investigation and we get all the evidence that we need, then we can proceed. One of the things that will help with the ordinance is it will make it clear; before we were running in circles. Is it a business license issue or is it a planning and land use zoning issue.

So, our staff would constantly be going in circles and having to go get information from Building and Safety, Fire. Sometimes it was a fire issue. So, this at least is making it clear as to what the process is. So, if you have a person that is operating a business, so it's five or more, our staff will know exactly what to do and the process will be a lot simpler. We can go in and we can go through an investigative process, and then move forward with closing them down. Now, we have been successful in closing some, as Councilwoman knows, that we worked very hard with the (inaudible). I know, Coun, Mayor Pro Tem, we worked with you too.

COUNCILMAN REESE

No, oh, no.

LISA MORRIS-HIBBLER

But sometimes, it's been difficult.

COUNCILMAN REESE

We have – closed them down in my Ward, also.

LISA MORRIS-HIBBLER

Absolutely.

COUNCILMAN REESE

I'm saying, there – is problems that we face and the people here, we find out because of complaints, they – didn't have permits.

LISA MORRIS-HIBBLER

Right. And one of the things Mayor Pro Tem, if I may, since we've been researching and coming to you with a proposal, we have not been shutting the establishments down unless they are code, life and safety violations. And a part of that was that we did not want to get into additional problems by violating, possible violations of the – Federal Fair Housing law. So, if it was something that was life safety, we were immediately addressing that. So, I want to make it clear that (inaudible).

COUNCILMAN REESE

Okay.

MAYOR GOODMAN

Mr. Lewis, could you answer Councilman Anthony's request?

JAMES LEWIS

Yes, Mayor, thank you very much. Okay, so, if you'd like to follow along, we're on Page 4 of the – proposed amendment, and what I'm gonna do is, I'm just gonna kinda of start in the middle. But one thing, I'm gonna read the conditions but I'm also gonna read you, specifically, what aren't community residences because, I think, there's some confusion here amongst folks out in the com, our constituents, and maybe, up on the dais.

The use of a family community residence and a transitional community residence does not include any of the following: a senior citizen apartment, an adult day care center, a convalescent care facility, slash, nursing home. That's the one of 11 or more people. A facility with transitional living for released offenders. It doesn't include ex-cons. A facility that provides testing, treatment or counseling for drug and alcohol abuse, a hospice, a sex offender counseling facility, a boarding house or a rooming house, any other group living arrangements for unrelated individuals who are not disabled or any of the following as defined by NRS Chapter 449; facilities for the treatment of drug and alcohol abuse, modified medical detoxification facilities, transitional living facilities for released offenders, facilities for the treatment of narcotics or community triage centers. None of those are covered by this ordinance. We have separate, either prohibitions or use permissions, for any of those establishments.

Here are the conditional use regulations from between a community residence with a population between five and 10. Except as otherwise regulated, provided in regulations two and three, a community residence may not be located closer than 660 feet to any other community residence measured from property line to property line. Where there is a street, number two, where there is a street, freeway or drainage channel at least 100 feet wide between the proposed community residence an existing community residence, the minimum separation requirements from these two, 100 feet from property to property line. When the population of a proposed community residence is of such a nature that its location must be kept confidential for it to function successfully, such as a community residence for victims of domestic abuse, the minimum separation requirements set forth in regulations one and two should not apply. A maximum of two persons who function a facility, as facility operators support staff, may reside in a community residence without being counted towards the 10 residents limit established for that

use. Resident/operator, slash, support staff in excess of two shall be counted towards the 10 person limit. And – here come the actual regulations.

A community residence shall comply with all public, health safety requirements, including all building and fire code requirements for the dwelling type in question. If a federal or state law or regulations require the proposed community residence to be licensed or certified, the applicant must obtain that required license or certification before commencing operation of the CR. They gotta go to the state first. If we find, if we go on a comm., on a call, our Code Enforcements go on a call, find out they're not operating under the state license, we immediately going to issue a Notice to Comply.

If federal, okay, when located in O, C-1 or C-2 zoning district, a community residence may not be established unless it is – part of a mixed-use development. The operator of a transitional community residence, that's for the recovering alcoholics and drug addicts, must require residents to be actively and continuously enrolled in an off-site support program, including, without limitation, Alcoholics Anonymous or an equivalent program or a rehabilitation program such as one supervised by a medical professional or recognized treatment. The operator must prohibit the use of alcohol and illegal drug use by residents, and the operator must, upon request and with reasonable notice, provide, produce satisfactory evidence, evidence satisfactory to the director or the Code Enforcement manager, that residents are in compliance with this regulation.

Next one. Occupancy within a community residence shall not be made available to any individual whose tendency would constitute a direct threat to the health and safety of individuals or would result in substantial physical damage to the property of others. The fact that a person is sentenced or referred to TCR, Transitional Community Residence, by a judge, does not, without other evidence of a person's actual danger to other persons or property, establish that the person is a direct threat to the health and safety of others. The community residence must be consistent with the scale and architectural character of the neighborhood. This one is important. If somebody buys an empty lot, builds themselves what looks to be a commercial clinic in the middle of a residential neighborhood, they may not operate in a single family neighborhood.

The special use permission, this next one, the special use provisions shall not apply to regulations five through 10 above. That means you can't change regulations five or ten with a special use

permit. These regulations have to stay no matter what; you can't use the special use permit and come ask you guys for relief.

Okay. In the case, and this is the next one, in the case of a special use permit application that's filed as a consequence of not qualifying for a conditional use treatment under the 660 foot proximity distance relationship, the application must be approved, unless the Planning Commission or City Council determines that one or the more, one – or more of the following conditions would occur in the community. The building would, the building could be occupied as a CR would be established or modified in the manner that it would make it inconsistent with the scale and architectural neighbor, character of the neighborhood. The proposed community residence, together with existing community residences would alter the residential character of the neighborhood by creating an institutional atmosphere through the concentration of CRs on a block or adjoining blocks. That's – the, that's one of the important ones. If someone comes in and says, I'm 300 feet from another community residence, I want a special use permit; you have to grant it to me. The answer is, if we think you're creating an institutional atmosphere in our single-family neighborhoods, the answer is no, and I can reasonable defend that in federal court. Lastly, the application of a community residence does not or would not comply with regulations five through 10 above. So, if the community residence hasn't gone to the state first and received its licensure, we don't license them. We don't give them the special use permit, and we don't, it is unlikely that we lose, at a federal level, if we reject for not having state licensure. So, those are the conditions.

MAYOR GOODMAN

All right. One last question from me.

JAMES LEWIS

Yes, Sir.

MAYOR GOODMAN

Can we require a City business license?

JAMES LEWIS

The answer is yes. You can require, this Council has the discretion to do what it wants, absolutely, we can add that in. My – question would be this. If we can use Code Enforcement to – enforce these regulations, does – it do us more good to just have another enforcement mechanism? So, is – the question?

MAYOR GOODMAN

No. My – feeling is that if we're going to have these kind (sic) of facilities, we should require a business license, and, if in fact, we feel that the person, who is collecting the food stamps, as his payment, is not deemed worthy of having a business license, then we can reject it. And I don't want to rely on the state for that kind of judgment. They're up in Carson City; they don't know what's happening here.

COUNCILMAN ROSS

Mayor, and if I may.

COUNCILWOMAN TARKANIAN

And Mr. Mayor?

COUNCILMAN ROSS

I don't think, Mr. Lewis, are you being genuine with us because, so we – require a business license of all these facilities, what if they don't, what if we deny somebody one, they can still operate under state law, under federal law, without our blessing of a business license. Am I correct?

JAMES LEWIS

That, that's the point – that I have been –

COUNCILMAN ROSS

– trying to make –

JAMES LEWIS

– trying to make. It's not that I haven't been genuine, it's that I've been trying – to make the point that if we – treat, the – law says, not Jim says, the law says, if – we treat the operator/owner or the disabled folks in a home differently than the non-disabled, so, if we require a business license over here for the disabled or the owner of the disabled home, and we don't, for the owner of a person, oh well, for the owner of a home that is rented to the non-disabled, we are likely to have problems in federal court. That's – my advice to you. I will tell you that we can, we – could – pass this ordinance and you can tell us, we're gonna pass the ordinance but we're gonna strike – your provision. We're gonna strike the proposed provision that would strike the Title 6 Business License Requirements, and we could – move on from there.

MAYOR GOODMAN

Okay. Thank you. Let's hear from the public. And folks, we're still in our morning agenda. We're not under any circumstances, we're not gonna be able to get to the afternoon agenda before, I'd say two thirty. There's just no way we're gonna make it, just wanna advise you of that in case you wanna use your time. I hope we'll be able to start the afternoon at two thirty. And also for the gentleman, who wanted to speak to us later on, I'm sorry, but we haven't taken a break and we're still in the morning.

COUNCILWOMAN TARKANIAN

Mr. –

MAYOR GOODMAN

Yes, go ahead, Sir.

LEX ANDERSON

Real quick. Thank you, Mayor Goodman and Councilmembers, thank you very much. Lex Anderson, 3709 Water Hose Street, with the NORA, Northwest Area Residents Association, we (sic) intimately familiar with this. It's really good to see that you guys get it. It's really good to hear this. We've heard Jim's presentation three times now, so we've internalized it and – it's

fascinating how the federal government has been prob, problematic and it's problematic for you guys, all of this. I just want to say that we appreciate the work and effort that the City Attorney (sic), Jim Lewis and Assemblywoman Marilyn Kirkpatrick are doing, on behalf of our community, regarding the issue of neighborhood group homes. The reality is that group homes – are a business largely paid for by the taxpayers. Too many of these facilities are problematic, not only because of the teen population, they bring their culture with them, but the deficiencies and supervision of management, and some of 'em are illegal. The result is too often there's a very negative effect on a neighborhood and community culture.

Jim and Marilyn are working with us to this end. We appreciate it but a lot work needs to be done. The public deserves a voice in this program. You know, we've got a, we have a foster care home in our area that just got denied use for three facilities that they run. There're gross problems and they're back in business again. We've got two problematic teen group homes that are within a stone's throw from each other that's problematic as it is. We can go on and on with this kind of stuff, but we appreciate your efforts for this – that's, thank you very much.

MAYOR GOODMAN

Thank you. Yes, Ma'am.

MARY KREMER

Hi, Mary Kremer, 5209 West Gilmore Avenue, I am with Lex, part of the NORA Residents Association. Just to echo kind of what – Lex was going down and what Steve has – said as well. You know – we as – constituents, we're screwed. The federal government has just given it to us in a big way and given it to you guys. You know, you, we've got no recourse, basically, to – handle this. Now, maybe we try and regulate the crap out of 'em. Make 'em go through hoops multiple times to get to be able to do these things. Make it uncomfortable for them; make the process just unbearable. I don't know but this just needs to get under control. I don't have a problem with 'em in my area, to a large degree. The problem, like a lot of you folks have said, is enforcement. We're tied there. You guys are just handicap there. Nobody can enforce what's going on. It's run at the state level; nobody is enforcing it. So, we're screwed. We need to have the ability to have these homes to help these people but they can't run rapid. They can't be

deteriorating neighborhoods. They can't be having their friends over and causing problems in the neighborhoods. They may be really good run facilities, like this gal says, but what do they draw to the neighborhood. That's what needs to be controlled as well. There's (sic) a lot of areas to this, they all need to be considered and you – folks need to listen to the constituents. We need to get to the state people, we need to get to the federal people, and we need your help in doing that too. So, thank you.

MAYOR GOODMAN

Next, please.

COUNCILMAN WOLFSON

May I please ask one question real quickly?

MAYOR GOODMAN

Yes, Sir.

COUNCILMAN WOLFSON

A yes or no. Jim, is this a time sensitive matter? Do we need to take action today or if we decided to hold it for further review, study, whatever you wanna call it, is that a, is that a problem?

JAMES LEWIS

It's not a problem. Mr. Mayor, if I may.

MAYOR GOODMAN

Sure.

JAMES LEWIS

No, it's not a problem. We – encou, December 2008, we encountered a national group who was willing to file suit against the City at that time, and so it's been about 18 months. They told me,

the last time I talked to them three months ago, four months ago, that, you know, they – were getting to the end of the period in which they'd wait, but the fact of the matter is, if you direct us to wait and do more study, then that's what we're gonna do.

MAYOR GOODMAN

Okay. Yes, Sir.

TODD FARLOW

Thank you. Todd Farlow, 240 North 19th Street. Two questions: Number one, how close do we work with the state licensing authorities? Number two, on the state application, do they have to put the address of – where they're gonna operate the home or do they just get a license and then go find a place?

MAYOR GOODMAN

All right. Who can answer that question?

JAMES LEWIS

Mr. Mayor, I can answer.

MAYOR GOODMAN

Very good.

JAMES LEWIS

Thank you, Mr. Mayor. The – answer is to question number two first, yes, they need to identify the exact address in which they're going to be licensed. The license is not for the person, it's for the address. The first question –

TODD FARLOW

How – close do you work with the –

JAMES LEWIS

Oh, well, the – fact of the matter is, the state has, state law issues us the land use program, they do the licensing. I don't think the City has been working in great concert with the state, it's all BCQC to this point, but I would suggest that would be good that on a monthly or quarterly basis, that the City write them a letter saying give – us a list of all the licenses that you've issued.

COUNCILWOMAN TARKANIAN

Mr. Mayor?

MAYOR GOODMAN

Yes.

COUNCILWOMAN TARKANIAN

And that's a key point. For years I've been trying to get from the state when they're gonna put such type of a home within our City, and they don't tell us. Now, is it our responsibility to have to write them every month and say what homes have you put in? Shouldn't there be some responsibility on their part that they tell us because they are to have the exact address. They never share that with us.

COUNCILMAN WOLFSON

Is it a public record? I mean –

COUNCILMAN ROSS

Mr. Mayor?

MAYO GOODMAN

Yes.

COUNCILWOMAN TARKANIAN

Is it a public record we could – right –

JAMES LEWIS

It is – a public record. There would be a legal question as to whether or not gathering and dissemining, disseminating that information would be a violation of federal law. I just, it's just, I'm sorry to put it that way, but there would be so, there would be those that would claim that you're not, you don't treat single family traditional, non-disabled residents this way. You can't but, I would say is this, we should talk to our legislators in the next term about, if this is where the Council wanna go, making a change to NRS 449 to require the state to issue that letter to us on a monthly or quarterly basis.

COUNCILWOMAN TARKANIAN

And that would be a good idea, except the way things are going on the federal level now, I don't know how long it would take to get something like that passed. So, the next step is this, why can't we require, as some of us up here have recommended, why can't we require that they have a business license? It's a business. Somebody's operating it, somebody's benefiting, money-wise, from it. Why couldn't we do that, then we would know, and then we could control better, couldn't we?

JAMES LEWIS

Mr. Mayor?

MAYOR GOODMAN

Yes.

JAMES LEWIS

If I may?

MAYOR GOODMAN

Certainly.

JAMES LEWIS

The – my –

COUNCILWOMAN TARKANIAN

Well, we do though. It's a business operating in a residential area.

JAMES LEWIS

My review of the case materials is this, we would be, we would, virtually, be the guinea pig in federal litigation with regard to whether these residential facilities are businesses or residential facilities. The, unfortunately, or fortunately, whatever side you're on, the federal law is anti-discrimination law. That's – the basis of the law, and the law wants us to treat everybody equally. So, one thing that I have mentioned to City management, one thing that I've mentioned to the people that were together thinking about how to change these laws is, can we, (inaudible) business licensing, should we license, should we require a business license of all people that own rental homes, because if we did that, then guess what, the folks that are renting to the disabled would also have to get a business license. One of the issues really is, if you've got an owner of a rental home, that rents to the non-disabled, and we don't license that individual or that company, maybe at 600 homes, there – would be judges that would be inclined to rule that you're treating the disabled and those that are – working with the disabled differently.

COUNCILWOMAN TARKANIAN

But the thing is, isn't there a difference between renting your home, because you have to leave town or something, you as a person, renting your home, and you as a person operating a business? When you're not just renting to one family, you're doing it because each person that you're letting into the home gives you money as – a business.

JAMES LEWIS

I under –

COUNCILWOMAN TARKANIAN

Isn't there a difference?

JAMES LEWIS

Mr. Mayor, if I may. I understand the argument completely and that's the argument I would make in federal court, if we – proceed with the business license, absolutely. We would – establish these – are not, we would try to establish that these are not residential facilities and they are in fact businesses and under (inaudible) Ambler – Realty, we have – the right to decide, on our zoning districts, where uses are proper, whether improper. We'd make all the right arguments, and then it would come down to, there are no cases that I found that hold that these facilities are businesses.

COUNCILWOMAN TARKANIAN

Well, then –

JAMES LEWIS

They hold the opposite.

COUNCILWOMAN TARKANIAN

– they're operated, if I rent my house, I'm not getting each person to have to pay me money for services I'm supposed to provide for their needs, to me, would have at least a decent chance there.

JAMES LEWIS

Yes.

MAYOR GOODMAN

Councilman Anthony.

JAMES LEWIS

It's very frustrating. Believe me.

COUNCILMAN ANTHONY

Thank you, Mayor. I guess what I'm hearing here is from Mr. Lewis is, we, I mean, we have to comply with federal law, I mean, that's what you're basically telling us, right?

JAMES LEWIS

Yes, Sir.

COUNCILMAN ANTHONY

But, what –

JAMES LEWIS

I'm not saying, I am suggesting that you comply with federal law.

COUNCILMAN ANTHONY

Yeah, but what the lady that was up here just a minute ago, I think she hit the nail on the head, is maybe we need to ensure that we have adequate regulations in place to make sure we don't have trouble with these homes and maybe these are not enough. And maybe we need to, like Councilman Wolfson said, maybe we need to step back and look at are there other regulations that we could put in place, like for example, I mean, you have in here most prohibitive use of alcohol and illegal drug by residents. Can we mandate that they take a drug test? Those are the things that we need to look at. And this – lady over here, I've never met you before, but you were mentioning that you're head of an association or something of group homes, maybe these homes need to be certified by an organization, 'cause I know a lot of times in order to be certified by something, you have to be certified by an organization and since she's never had any trouble, maybe that's something that we could include as a regulation. I don't know but I think maybe that needs to be shaken out a little bit.

MAYOR GOODMAN

All right. Let me – hear from this gentleman. Yes, Sir.

DENNIS WINSLOW

Good afternoon, Mayor and members of City Council, my name is Dennis Winslow. I live at 4408 St. Andrew Circle. In July of 2007, I tried to get a business license from the City of Las Vegas and was told that I didn't need one.

MAYOR GOODMAN

For what kind of facility?

DENNIS WINSLOW

For a women's house, recovery house. Okay. We do not offer treatment. We offer a safe place for women to live. I was told that I didn't need a business license. I have a state business license for the corporation that rents the house from me and this house is in my backyard. We drug test weekly. Any resident that is found that is in violation of that is asked to leave now, and they are not allowed to stay. You know, we have a whole set of house rules. I am the landlord of the Oxford House that Mr. Lewis has been talking about, and I'm with, we are chartered from Oxford House. So, we have rules that we have to abide by from Oxford, along with the rules that we set up. And my wife is in that house every day because we don't want problems with the neighbors.

I spent hours in Business Licensing (sic) with Mr. DiFiora (sic) and Carol Meyers (sic) trying to figure out, I even offered to pay room tax, okay, and I was turned down. I tried to bring solutions to the – licensing department before this ever got started, you know. I don't have a lot of money and I don't make any money on my business. I lost $50,000 in the last two years because not everyone pays their rent, but I offer them a safe place to stay. Where're these people supposed to stay, underneath the bridge at D Street? Or do they want to stay in the jails? We have to have some place for these people to go. Would you mind me being one of your neighbors? I am a recovering addict of 22 years, okay. This is something that I'm trying to give back to the community and I get shot down and fought with every place I go. This has been such a

frustrating experience all the way through, and I get doors because this group doesn't know what this is doing, you know, Neighborhood Services doesn't know what this is doing, Code Enforcement doesn't know this, Building and Safety doesn't know this. There's such a modge-podge (sic), and Jim has done such a great job of trying to get it all together so that there is a common place to start with, so that people like myself who are trying to do something good for the community and bring something to the community, I don't mind if I have to have a business license. I have a business license for my own business, and it's a home-based business. You know, I don't mind that, but the problem is, that there's gotta be some consistency from the State, to the County, to the City, so that this stuff, kind of conversations don't occur and continue. Thank you for your time.

MAYOR GOODMAN

Thank you. Anybody else like to be heard?

COUNCILMAN BARLOW

Mayor Goodman?

MAYOR GOODMAN

Yeah, let's – hear from the public and then the other Councilmembers can be heard, then we'll hear from the counsel.

BRUCE BONGARDT

Mayor Goodman and Council, my name is Bruce Bongardt, basically, as you may know, I'm actually here for another reason, but I'm a mechanical engineer by trade. The reason why I'm coming up here is, the way in which I think, as a mechanical engineer, I kind of take things and look at 'em, maybe a little bit differently. I see that you all are talking about permits and licenses for a business and you're talking about homes, has – there been any endeavors or any kind of look at, looking at things from more of a registry individual personality perspective, where individuals, the individuals that would be in these homes would actually be taking a look at. And in some sense, kind of ranked and then based on that –

MAYOR GOODMAN

No, no, there's –

BRUCE BONGARDT

– it would then be delivered to –

MAYOR GOODMAN

– there's nothing like that.

BRUCE BONGARDT

– a kind of evaluation.

MAYOR GOODMAN

No, we don't have money for it either, even if it was legal. All right. Now, Councilman Barlow?

BRUCE BONGARDT

Thank you.

MAYOR GOODMAN

Why don't you be heard, then Councilman Ross and then Ms. Fretwell.

COUNCILMAN BARLOW

Thank you, Mayor. First and foremost, Mr. Lewis, I want to thank you and Dr. Hibbler and the entire Code Enforcement staff and all the departments that participated in this ordinance that you brought before us here today. You all have been working on this for quite some time because of the need and because of the problems that continue to occur in all of our Wards. There is a major concern from residents and we, as a Council, we are trying to figure out how to respond to it. And so, for that, this ordinance that you brought forward is – a move in the right direction to – accomplish that.

The questions that I have is going back to the term that you used, the federal government term, in dicta, which, if I'm understanding it correctly, in dicta, the in dicta law would prefer to see the distance at zero separation between uses, such as what we're discussing here today. Is that accurate?

JAMES LEWIS

Mr. Mayor, if I may. Yes, the – federal district court judge that wrote an opinion opined, but not directly, that's what dicta is, that it's probably discriminatory to have any distance separation requirement. And so –

COUNCILMAN BARLOW

And that came from his ruling, correct?

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

Okay. So, you also used the term, Mr. Lewis, or made the statement that you are suggesting to this Council that we follow the federal law. Your suggestion was that we, as a Council, follow the federal law. Is that accurate?

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

Okay. Then my next question is, then why within this ordinance you would suggest a separation of 660 feet from property to property, if in fact, you are suggesting on one hand that this Council follows the federal law and the federal law came down as far as the dicta terminology representing zero for that separation, and you, on the other hand you're suggesting that this

Council move forward with the, 600, 660 foot separation. So, to me, that's speaking out of both sides of your mouth. So, help me understand that.

JAMES LEWIS

Certainly, Mr. Mayor. Two things: one, when I talk about dicta district court opinion, what that means, specifically, is that it doesn't have any precedential value on the next case that comes by. There are – case, federal law cases from back East that utilize the argument that I made earlier to justify a reasonable distance separation relationship. And those cases focus on the intent of the federal, it's the Fair Housing Amendments Act, which says clustering of group homes is bad, clustering of the disabled is bad, it's dispersing the disabled in traditional non-disabled neighborhood, is good. And so, what I'm saying is, to balance this is, basically, this ordinance here is a balance between your – constituent (sic) concerns and your very reasonable concerns for your constituents and federal law. It would have been easy for me to say, you know what, federal law says zero. That's not an appropriate balance, I believe, for your constituents and because I think I can make a reasonable argument in front of a federal court that 660 foot (sic) is legal, then I'm willing to do so on behalf of this Council.

COUNCILMAN BARLOW

Okay. Next question. On Page number 4 of the condition, the conditional use, regulations –

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

– conditional use regulation number 8a –

JAMES LEWIS

Number 8a, yes, Sir.

COUNCILMAN BARLOW

– the operator of a transitional community residence must require residents to be actively and continuously enrolled in an off-site support program, including without limitations of alcoholism, so forth and so on.

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

Going back to the regulation, and this is a question more so for Dr. Hibbler, if you'll come to the microphone, please. Who, in fact, Jim, if in fact this ordinance would move forward, who in fact would be responsible for carrying out the enforcement?

JAMES LEWIS

The answer would be the Code Enforcement Department of Neighborhood Services.

COUNCILMAN BARLOW

Okay. And Dr. Hibbler, with that being said, do we have the capacity from Code Enforcement through Neighborhood Services, to handle such complaints, the number of complaints that have come before this elected body –

LISA MORRIS-HIBBLER

Mayor –

COUNCILMAN BARLOW

– to enforce the regulations moving forward, if in fact this ordinance were to be approved.

LISA MORRIS-HIBBLER

Mayor, if I may?

MAYOR GOODMAN

Certainly.

LISA MORRIS-HIBBLER

We've had the capacity, Councilman, to address the complaints because we were complaint driven. I can't tell you how many complaints we would get now if this ordinance were to pass. But I can tell you that a lot of the concerns that the constituents have and the concerns are the ones that we don't really know about until somebody calls and complains. It's not the ones who are being regulated by the state, the, it's the ones who just pop up, next thing you know you see a whole bunch of people loitering outside or what not, causing problems in the neighborhood, and those are the ones we go to the home and we would investigate like anything else. So, when you see certain requirement in the ordinance, we, our officers would go to that particular location, request documentation to substantiate the number of individuals living in there and other requirements. If that information was not provided, we would move forward from there up to and including getting an administrative warrant.

COUNCILMAN BARLOW

Okay. And Mr. Lewis, if I'm understanding you correctly, the state will handle the regulatory licensing of – this particular use. Is that accurate?

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

And upon the applicant receiving the license, then they would come to the City of Las Vegas to receive the land use element to complete the license. Is that accurate?

JAMES LEWIS

Yes. What I understand from state, because I talked to them, is that they issue a provisional license that is not – active until such time as they come to the City and then get the land use approval.

COUNCILMAN BARLOW

Correct. That's what I'm saying.

JAMES LEWIS

Right.

COUNCILMAN BARLOW

The state will handle the regulatory licensing.

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

In order to make the business complete, they need the land use

JAMES LEWIS

Correct.

COUNCILMAN BARLOW

– component in order to receive the – certificate of occupancy, for lack of a better term.

JAMES LEWIS

Sure.

COUNCILMAN BARLOW

Correct.

JAMES LEWIS

Sure.

COUNCILMAN BARLOW

Okay. So, if in fact, a business does not have a license, meaning from the state, because today the City of Las Vegas does not require this particular use to receive a business license. Is that correct?

JAMES LEWIS

Yes. We have a, we – on our books right now we have a $50 semi-annual license fee –

COUNCILMAN BARLOW

What – does that – is for?

JAMES LEWIS

– for group residential care facilities. So, if you have a, if you have what is defined a residential group care facility by state law, you then file, well, you pay $50 semi-annual –

COUNCILMAN BARLOW

Is it a business license?

JAMES LEWIS

It is, yes.

COUNCILMAN BARLOW

It is a business license?

JAMES LEWIS

Yes, currently.

COUNCILMAN BARLOW

Okay. Currently it's a business license. So, in essence, if in fact, Code Enforcement approaches a home that does not have the provisional state license nor the provisional land use from the City of Las Vegas, then that home is operating inappropriately –

JAMES LEWIS

Let me –

COUNCILMAN BARLOW

– according to state and City law.

JAMES LEWIS

And I –

COUNCILMAN BARLOW

Is that accurate?

JAMES LEWIS

– and I would say illegally not inappropriately.

COUNCILMAN BARLOW

Okay, illegally.

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

Is that accurate?

JAMES LEWIS

Yes.

COUNCILMAN BARLOW

Okay.

LISA MORRIS-HIBBLER

And, if, Mayor if I may, what –

MAYOR GOODMAN

– may as well, everybody else is. We – would, of course, get a complaint, go to the home, investigate, if we did not find the proper licensing, issue a notice to cease and desist, and then also give them information as to how they can become licensed and it'll be clearer.

COUNCILMAN BARLOW

Well for me, being that the state, in essence, we'll act as the City's buffer, in the sense of the regulation, and if in fact, like what I have right in, within my district, a number of homes that just pop up overnight, no licenses and they just open up shop, it would be clear cut that we can go in and we can shut those structures down immediately. Is that correct, Mr. Lewis?

JAMES LEWIS

Mr. Mayor if I may. Yes, that's, one of the – major –

COUNCILMAN BARLOW

Is it correct, Mr. Lewis?

JAMES LEWIS

Yes, yes. That's what this ordinance is meant to do, make it easier for people to understand what's appropriate, what's not, what's illegal, what's not, so we can enforce our laws more efficiently.

COUNCILMAN BARLOW

Mayor, the last question.

MAYOR GOODMAN

All right.

COUNCILMAN BARLOW

In regards to the land use component, when an applicant receives the okay, the license from the state level, the provisional license, and they come to the City, do they come before the City Council for approval or is this something that is done administratively from the land use standpoint?

JAMES LEWIS

From the land use standpoint if this proposed, if this proposal passes, from one to four occupants would be a permitted use, they wouldn't even come to the City. From five to 10, they would have –

COUNCILMAN BARLOW

It would be done administratively at – Building – and Safety, Planning and Development.

JAMES LEWIS

No, you wouldn't even know. It's a permitted use as a matter of law between one and four unrelated folks. Between five and 10 they would come and fill out the Conditional Use Verification.

COUNCILMAN BARLOW

Okay.

JAMES LEWIS

We would review it and if everything was proper, they would then be permitted to operate, from a land use standpoint. Eleven or more would have to come before this body for a special use permit.

COUNCILMAN BARLOW

Okay. I missed a step. Five to ten, what is the process for the five to ten?

JAMES LEWIS

They – will file something with the City called the Conditional Use Verification form. Federal law doesn't require, allow us to require applications and so we've got a form that they're going to fill out. And so, this form will be used to understand who, who's running it, where it is –

COUNCILMAN BARLOW

And –

JAMES LEWIS

– who the applicants are.

COUNCILMAN BARLOW

That's – fine, that's fine.

JAMES LEWIS

Okay.

COUNCILMAN BARLOW

But does that five to 10 come before the Council?

JAMES LEWIS

No.

COUNCILMAN BARLOW

So, that's just the administrative side of it?

JAMES LEWIS

Right.

COUNCILMAN BARLOW

So, anything eleven and above, under the special use permit, will then come before the City of Las Vegas?

JAMES LEWIS

Well, yes.

COUNCILMAN BARLOW

Council?

JAMES LEWIS

And let me say this, between five and ten that is closer than 660 feet from another, has the option of coming before this Council with a special use permit. They have that option.

COUNCILMAN BARLOW

Okay. Okay. Thank you, Mayor.

MAYOR GOODMAN

All right. Councilman Ross, then Ms. Fretwell.

COUNCILMAN ROSS

Thank – you, Mayor, and, Betsy, dying to hear what you have to say, so I'll be quick. Jim, let me say this, appreciate you certainly working with my constituents. Lex, Mary, thanks for coming down because you know where I am with this; I know how you feel about this. We've been talking about it for a long, long time. You've gone the extra mile, Jim, and I wanna say that 'cause you and I have had these conversations as well. But here we are, as a City Council, you see we're all passionate about it; we've been discussing this for a couple of hours now. We don't have the tools that we need as local government to do much, and we're playing with the idea of what tools can we use, how can we get to where we need to be to protect the legitimate houses that are actually doing good in this community, which we certainly need, and how do we get there so we can protect our neighborhoods from the bad guys. We're not talking about the good guys who are here today, and that's you folks. We're talking about the bad ones, the ones that Mayor Pro Tem can't get out, the ones I can't get gone, the ones that we don't have the muscle to move, the tools to make them go bye-bye, and that's probably the biggest issue. So, I just want you to know that right now, Jim, because I'm not sure I wanna move forward, as – one vote on this Council, until we beat this up some more, drag it around the block and see what else we can do about it. But I just want to share that with you.

JAMES LEWIS

Thank you.

MAYOR GOODMAN

Ms. Fretwell.

ELIZABETH FRETWELL

At the risk of weighing in to your debate about timing, let me just reflect on what I think I've heard for a couple of hours. One, everybody is extremely frustrated, all of you included with the citizens and the public, so is your staff, because for, one of the first things I dealt with as a newly appointed City Manager, was our City Attorney's Office literally, with his hair on fire, running into my office saying, we're about to get sued in a real bad way for – an ordinance that has not

met the standards of a federal judge, and we need to fix it. It's gonna take us awhile, we've got to do something or else, we are gonna have substantial risk moving forward. That was over a year ago, almost 18 months ago now, when we started this process.

Meanwhile, Lisa and her team, out in the field, are pretty much handcuffed. To do any of the things you've talked about wanting to be able to do right now because we don't have an ordinance for all intense of purposes, nothing. At least what's before you today is something.

So, what I was going to suggest after having listened to everything you've talked about today, is that, maybe the first step is moving forward with the ordinance the way it's written today, 'cause at least it puts a framework in place. That staff, then within however many days you want, 60, 90, whatever it is, we bring back subsequent information on two fronts. What more can we do from a regulatory standpoint; what more can we do from an approval standpoint, to try and tighten this up along the lines that you've talked about today, whether it be business licensing approvals, exploring the state regulations, etcetera.

The second piece of this puzzle, and something that the City has stood firm on, for at least the 10 years I've been here, is that we have a long standing position to fight federal preemptions of local land use. This is a reason why what we've been dealing with today. And I think it's incumbent upon us to let our federal delegation know how problematic this is for us, not that there shouldn't be a place for people to be rehabilitated, that the people that are, the good actors shouldn't be penalized necessarily. But our hands are completely tied on dealing with the ones that aren't good actors. I would think, if we could do those three things, if you feel comfortable taking action today, at least in the ordinance that's in front of you, to create a framework so we can get off the dime, diminish some of our risk, put a timeline on staff doing additional action, as it relates to approval processes, permitting, licensing, all the other regulatory tools we have in our tool box and approaching the federal delegation quickly with our concerns, maybe in partnership with some of the people who've been here today, to try and see if there's some way to get some better clarity at the federal level. I was mentioning to some of the staff earlier, we may not like it but the Telecom rules at least give you some authority over the placement of towers. They're not popular either. We don't even have that in this situation. We don't even have a little bit of help in that regard for local enforcement, if you will. So, for what it's worth, I – hope that you give

that some consideration so that, we at least take the handcuffs off our staff a little bit while we work to continue to refine this ordinance, versus having nothing in place right now.

COUNCILMAN BARLOW

Mayor Goodman.

MAYOR GOODMAN

Yes, Councilman.

COUNCILMAN BARLOW

Thank you, Betsy, for bringing that forward, because that was exactly where I was looking to, close of my ending statements. So, thank you for bringing that out. Also, thanks to Mayor Pro Tem Reese for requesting for Ted Olivas to remain behind in regards to him being able to listen to the dialogue, not only for the state legislature but for the federal delegates as well, because this is something that we're going to have to communicate on both levels, the state and the federal levels in order to provide some level of relief, specifically for those good folks who are trying to do the right thing. They're here because they want to do the right thing, you know. My gripe is not for anyone in this audience. My gripe is for those individuals that basically set up shop like renegades that come into the neighborhoods in which I represent and – cause a major havoc. And for that, I want to eliminate that illness, and I want it to be eliminated immediately. And – my suggestion or recommendation would be to – move this ordinance forward. I know it's not as clear cut as some of my colleagues would like it, but I believe it is a start in the right direction, and we can adjust and fine tune as we move forward. And – Mayor, I – would like to make that as my motion, that we approve the ordinance that has been brought before us and make appropriate adjustments accordingly, as the months and years go on. And – to the dear folks that are here that are looking to do the right thing, I suggest that you all continue to work with us to help us to make sure that we are doing things that help you to be successful, continuing to run above board businesses in the Wards in which we represent, 'cause you all understand where we are as well, because, you know, the problems that occur at your various properties, we hear from the constituents, your neighbors, our constituents, and we have to address it. So, we have to

work together in order to accomplish this very big task before us. And – of course, if you all, as you all have heard here today, we have to meet with our state legislators, and we have to meet with our federal delegates to find a happy median that you can continue to operate your businesses and we can continue to run communities in – our respective Wards, and in order to improve the quality of life for all our residents. And that will be my thoughts, Mayor, not – a motion. I'm sorry. Those are my thoughts in regards to – what – has been brought forward. Thank you.

MAYOR GOODMAN

Okay. Thank you. I haven't closed public comment yet. This is the time for public comment.

COUNCILMAN REESE

(Inaudible).

JIM DiFIORE

Mayor, members of the Council, just a correction, Mr. Winslow was here just a short time ago stating that he came to Business Licensing and was told that he did not need a business license. Carol Meyer and I spent some time with him. He was trying to submit an application as a short-term rental to try to bypass the regular process. And I believe, at minimum, he was told that he could not qualify for the type of license that he was going to apply for because of the zoning requirements. So, I wanna make that part of the correction.

Speaking of a short-term rental, I know Mr. Lewis was talking about the fact that we cannot be discriminatory against the disabled and the non-disabled, but I believe we need, we may need to look at the short-term rental as the requirement that maybe he's looking at as far as not being discriminatory because we do have that in our zoning codes and our business licensing codes, and that requires anybody who rents out their home for a short-term basis to come into the City to meet zoning requirements, as – well as to get this permit from the City of Las Vegas. So, maybe that mechanism is already in place.

Regarding the enforcement that has been discussed here amongst the Board, our office does enforcement on business licensing codes. We also have the authority to do Title 19

enforcements. So, there is some assistance that we can provide with Code Enforcement on the enforcement of these regulations if they go into effect, and we work very closely with Code Enforcement on all residential complaints. So, there is that piece of it that we can offer some help and services.

MAYOR GOODMAN

All right. Thank you. Anybody else want to be heard? It's closed. Three-minute timer, and it's gonna be strictly enforced.

COUNCILMAN REESE

(Inaudible).

MAYOR GOODMAN

Right. (Inaudible).

JOE MAVIGLIA

Three minutes?

MAYOR GOODMAN

That's it, three minutes.

JOE MAVIGLIA

How you're doing?

MAYOR GOODMAN

Folks, I said two thirty, figure three o'clock. I mean, it's just, it's gotten so out of hand.

JOE MAVIGLIA

Well, this is very simple. Joe Maviglia. I have a non-profit corporation called H and E Training Schools. I have been working diligently to work on retrofitting old whole mobile homes for low

income housing. These individuals that are working on these group homes may get a hold of me and look into this project. It could be extremely beneficial for low income housing for individuals, and there's a lot of trailer parks that have mobile homes that are empty and can be retrofitted for this project, as long as they are brought up to code. So, I'd like just to mention that for information. Thank you.

MAYOR GOODMAN

Thank you. Anybody else wanna be heard?

BRYAN SPUHLER

Bryan Spuhler, I'm, will be as quick as I can. I came today, I'm a case manager for Group Foster Home. That's actually why I was here. I actually came just, mainly, for clarification to know, was foster care being lumped in in the same category as recovering alcoholics and those kinds of things? It sounds like, based on discussions, that that actually is the case, and that it's being considered part of the group –

MAYOR GOODMAN

No, that's not the case.

BRYAN SPUHLER

That's not the case. Excuse me. I apologize. That was actually –

MAYOR GOODMAN

But, see, that's the problem, because here, you're sitting here, you're listening to everything and you come up the exact opposite of what we understand was, we were advised of. That's one of the big problems of having this presentation.

BRYAN SPUHLER

It was my understanding based on the, the gentleman in the yellow t-shirt, that they were referring to a foster home here in town –

MAYOR GOODMAN

Foster homes, according to our counsel, Mr. Lewis, are not included in this particular ordinance.

BRYAN SPUHLER

(Inaudible) a foster home with kids up to number, up to12 kids, that would not be (inaudible)?

MAYOR GOODMAN

As I understand, it's not included in this ordinance.

BRYAN SPUHLER

Thank you.

MAYOR GOODMAN

Is that correct, Mr. Lewis?

JAMES LEWIS

Yes, the – definition of family includes those with legal status. So, if you've got a home with foster children and you've got parents living there, not employees, you've got parents in the facility with foster children, then it falls under our family definition.

BRYAN SPUHLER

Okay.

MAYOR GOODMAN

Does that help you, Sir?

BRYAN SPUHLER

That, that's perfect. Thank you very much.

MAYOR GOODMAN

Very good. Anybody else wanna be heard? All right, then we'll close the public hearing. Let me ask you this, Mr. Lewis, how long would it take you to put in a business license provision in this ordinance?

JAMES LEWIS

Well, Mr. Mayor, we have a business license provision already for group residential care facilities, that – we were asking to be stricken. You could –, today, move forward with the ordinance, without striking the Title 6 business license requirement, and, it would continue to exist.

MAYOR GOODMAN

And would that be, according to your opinion, consistent with the federal opinion?

JAMES LEWIS

I would, my suggestion would be that we follow –

MAYOR GOODMAN

It's – really, you know, I –

JAMES LEWIS

Yeah, no –

MAYOR GOODMAN

– in my old life, I would – say to the witness, you know, yes or no.

JAMES LEWIS

The question – is, would we be in violation of federal law if we had a business license requirement?

MAYOR GOODMAN

I'm saying, is, if we did not strike the – business license provision, would that be inconsistent with the federal opinion?

JAMES LEWIS

Yes.

MAYOR GOODMAN

Okay. That's an answer.

COUNCILMAN ROSS

I'm proud of you.

JAMES LEWIS

Mayor, you understand, I get paid by the word, right?

MAYOR GOODMAN

That's why we have budget problems.

COUNCILMAN REESE

We need a motion –.

MAYOR GOODMAN

Okay, we need a motion.

COUNCILMAN REESE

Thank you, Your Honor. Again, I wanna – thank my Councilmembers, Mayor; Mr. Lewis for all you've done. Betsy, I can certainly appreciate what you're trying to tell us. I still feel uncomfortable. I had one of these freaks of nature pop up in my Ward, as was talked about by the first gentleman that was, spoke today. I – don't feel like that we have the tools to get him

closed today. I think we need to further study. I think I need to understand more of what I have to do, as a Councilman, to be the leader that I was elected to be in my Ward, and to make those decisions that will benefit the people that are complaining to me about it. I don't feel comfortable today about making a motion to approve this item. I appreciate your work, but I – feel like that we need a couple more weeks to be able to further – look at what would be satisfactory for everybody here today. And I appreciate Councilman Barlow's comments. I know he's just as frustrated as I am, and I really appreciate that, Councilman. But again, though, I –, I'd just like to hold this to our next meeting, see if we can't make a few additions or changes to see if we can't further strengthen what we're trying to do here, legally, I guess, to be able to pass muster.

MAYOR GOODMAN

Mr. Lewis, would, consistent with Mayor Pro Tem's remarks, do you believe you'll be able to go to the person or organization that is proposing a lawsuit against us and get us an additional two weeks before a suit be filed?

JAMES LEWIS

Yeah, Mr. Mayor. I – don't think that if, yes, the answer is yes.

MAYOR GOODMAN

Well, why don't you try to do that. I scared him, didn't I? I should have done it three hours ago, but that's (inaudible).

COUNCILMAN REESE

I would make a motion, Your Honor, to hold this to July 7, to see if we can't come back with, maybe, a stronger resolution here. That is my motion.

MAYOR GOODMAN

All right, that's the motion.

COUNCILMAN REESE

Incorporating, in my motion, everything that's been said here today, and I want to thank those who come (sic) out here and – explained to us what they do and how they do it, because I know that there are those out there, there are those ones out there that do a fantastic job, and every comment I made was not referred to those type of uses, because they are good, and they are needed, and I support that. Some of these fly-by-nights are the ones I'm – talking about, those are the ones we need to get a handle on.

MAYOR GOODMAN

All right.

COUNCILMAN REESE

I appreciate what you do.

MAYOR GOODMAN

And, we're being signaled by Mr. Lewis that he would like 30 days instead of two weeks.

COUNCILMAN REESE

Thirty days is fine.

MAYOR GOODMAN

And, Councilman Barlow?

COUNCILMAN BARLOW

Yes, Mayor?

MAYOR GOODMAN

Is that, would that be consistent with your wishes as well?

COUNCILMAN BARLOW

That would be consistent, and I wanna thank Mayor Pro Tem for his comments, as well. Thank you.

MAYOR GOODMAN

All right, very good. All right. That, that's the motion.

COUNCILMAN REESE

July 21st.

MAYOR GOODMAN

All right, that's the motion. Let's vote on that, please. Post. Motion carries. **(Motion carried unanimously.)**

COUNCILMAN WOLFSON

Mayor Goodman, may I make two quick observations, please? Number one, I know it's two hours. Number one, sometimes this kind of painful process that we went through, that took two and a half to three hours, is productive, because the way the Open Meeting Law works, when we have our individual briefings, and, Jim, you talked to a couple of us, then you talked to another couple, 'cause we can't meet in, as a body, the fact that we did this time and flushed it out with the help of our citizens and constituents. It was painful, it was long, but I think we helped to narrow the issue. So, I think it was a good process, even though it was fairly painful.
Number two, I hope somebody took some pretty good notes, because in the next 30 days, Betsy, in – the individual briefings that we have, I really want to focus on the questions that we all had so that we can get the answers, and if we have to tweak this ordinance, when we come back in 30 days, we have a clean –

BEVERLY K. BRIDGES

Councilman Wolfson, we're doing a transcript of this item, so it'll be word for word for you.

MAYOR GOODMAN

All right, fine. And – did you have anything else, Councilman?

COUNCILMAN WOLFSON

No, I'm good.

MAYOR GOODMAN

All right. From my perspective, I – want to explore the business license provision and also a placement provision, whether or not put, by placement, I mean, a group home being in an area before other homes surrounded rather than to come into an area where other homes exist.

COUNCILMAN BARLOW

Mayor Goodman?

MAYOR GOODMAN

You follow me or not?

JAMES LEWIS

No, I wanna make sure.

MAYOR GOODMAN

I wanna be clear on it.

JAMES LEWIS

Yeah.

MAYOR GOODMAN

I'm asking whether or not it would be constitutional and legal to have a requirement that the group home be at a location where other homes are not within a certain distance from it.

JAMES LEWIS

Yeah.

MAYOR GOODMAN

And, that's all I wanna know. In other words –

JAMES LEWIS

Yeah. The answer is –

MAYOR GOODMAN

– let's – assume there are homes fifteen hundred feet away –

JAMES LEWIS

Right.

MAYOR GOODMAN

– I – wanna know whether I can require that no group home goes, becomes a group home if it's within then fifteen hundred feet from another home.

JAMES LEWIS

Oh, okay. So – the – just so I can narrow it –

MAYOR GOODMAN

Right.

JAMES LEWIS

– our ordinance, as proposed, says, we've got a 660-foot separation requirement, if you're gonna be –

MAYOR GOODMAN

Right. But – as Councilman –

JAMES LEWIS

– really close –

MAYOR GOODMAN

– as Councilman Barlow pointed out, in the dictum, it said zero feet.

JAMES LEWIS

Yeah.

MAYOR GOODMAN

You say you can get away with 660; I wanna know whether you can get away with a mile.

JAMES LEWIS

No, I can tell you today.

MAYOR GOODMAN

All right. Well, tell me how much between 660 and a mile.

JAMES LEWIS

Okay.

MAYOR GOODMAN

Okay.

COUNCILMAN BARLOW

How many feet in a mile? No, I m just kidding.

MAYOR GOODMAN

Don't start with me.

COUNCILMAN BARLOW

No. I knew you knew, Councilman Wolfson. I was just challenging the Mayor. But, Mayor, if you don't mind, also, as far as the –, your comments in relation to the state legislature and the federal delegates, so that we can staff to also see what we can come up with, as far as discussions or – some level of proposal, because there're some things at the state level, as well as the federal level, we'll need to include in that comment.

MAYOR GOODMAN

Okay, very good.

COUNCILMAN BARLOW

– when it comes back in 30 days.

(END OF DISCUSSION)

/ac; lc/gpb

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 7/21/2010 City Council meeting pursuant to the 7/6/2010 Recommending Committee.

First Reading – 6/16/2010; First Publication 7/9/2010

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.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION at 7/21/2010 City Council meeting pursuant to the 7/6/2010 Recommending Committee.

First Reading – 6/16/2010; First Publication 7/9/2010

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.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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)

Inside cover
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Project Manager:
NEWLAND COMMUNITIES

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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).

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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).

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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).

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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).

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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).

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(See new park design to update concept design shown here)

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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).

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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).

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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).

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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).

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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.

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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.

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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.

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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.

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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.

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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)

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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.

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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.

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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

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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.

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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.

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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

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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.

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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.

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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.

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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'.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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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APPENDICES

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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.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-31 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. The bill is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations.

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. 2010-31
2. Business Impact Statement

BILL NO. 2010-31

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE REGULATIONS GOVERNING CERTAIN COMMERCIAL, ENTERTAINMENT AND SOLICITATION ACTIVITIES WITHIN THE PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
Councilman Gary Reese

Summary: Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapter 44, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.44.010: For purposes of this Chapter:

(A) "Solicitation" means the act of solicitation, including asking, begging, soliciting or pleading, for the purpose of [immediately] obtaining money, charity, business or patronage, or gifts of items of value for oneself or another person or organization.

(B) "Coercion" means to wilfully and knowingly:

(1) Approach or speak to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with:

(a) Imminent bodily injury, or

(b) The commission of a criminal act upon the person or another person, or upon property in the person's immediate possession;

(2) Persist in a solicitation after the person solicited has given a negative response;

(3) Block, either individually or as part of a group of persons, the passage of a solicited person[;] , including by means of the use of physical objects; or

(4) Engage in conduct that would reasonably be construed as intended to compel or force a solicited person to accede to demands.

SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.020: As used in this Chapter:

[(A)] "Celestial vault lightshow" is the display of computer-generated electronic images on the ceiling of the celestial vault constructed above Fremont Street and the various light and sound effect accompanying such images.

[(B)] "Display vehicles" are those vehicles brought into the Pedestrian Mall for purposes of display to the public, and not for the primary purpose of transporting persons or property.

[(C)] "Emergency vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(D)] "Exterior building improvements" means the building facades, marquees, overhangs, recessed entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building illumination and audible effects or devices.

"Free expression zones" means those areas within the Pedestrian Mall that have been specifically designated by the City of Las Vegas to be used for solicitation, leafleting and mall entertainment in accordance with LVMC 11.68.103. The boundaries of the free expression zones shall be as set forth in Exhibit A of this Ordinance (Ordinance No. ____), which ordinance is codified in this Chapter and Exhibit A of which is adopted herein by this reference.

"Leafleting" means the act of distributing to any passersby in a continuous or repetitive manner any printed, written or graphic materials.

[(E)] "Motorized vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(F)] "Maintenance vehicles" are those vehicles owned or operated by the City of Las Vegas, as well as vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

"Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special

events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

"Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation or enjoyment to the users of the Pedestrian Mall.

"Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.

[(G)] "Management agreement" means that agreement executed between The Fremont Street Experience Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation, management or maintenance of the Pedestrian Mall.

[(H)] "Parade" is a group of persons with or without animals or vehicles in a public procession or march and does not include a procession or march in connection with a special event or mall entertainment.

[(I)] "Pedestrian Mall Act" refers to NRS 268.810 through 268.823.

[(J)] "Special events" include festivals, sporting events, exhibitions, entertainment and similar activities which are not offered on a continuous basis, whether or not members of the public pay an admission or entrance fee to be spectators or participants.

[(K)] "Special permit vehicles" are those vehicles authorized by The Fremont Street Limited Experience Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

[(L) "Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

(M) "Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation and enjoyment to the users of the Pedestrian Mall.

(N) "Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.]

SECTION 3: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.100: The following are prohibited within the Pedestrian Mall:

(A) Animals unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(B) Mall vending, mall advertising, [mall entertainment] special events or other commercial activities unless conducted or authorized by The Fremont Street Experience Limited Liability Company[;] or permitted by LVMC 11.68.103;

(C) Parades;

(D) Unicycles, bicycles and other types of cycles, skateboards, roller skates, in-line skates and shopping carts except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(E) Sleeping or camping;

(F) Littering;

(G) Sexually oriented businesses as described in Section 19.04.040; [of the Las Vegas Municipal Code;]

(H) Notwithstanding LVMC 11.68.103, [The] the placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, [for purposes of solicitation,] except:

(1) As [as] necessary for emergency purposes, or the maintenance or repair of the Pedestrian Mall; [, or as authorized]

(2) As authorized by The Fremont Street Experience Limited Liability Company for special events, mall advertising, mall entertainment or mall vending or other commercial and entertainment activities; or

(3) As permitted by LVMC 11.68.103.

(I) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(J) Feeding birds; [and]

(K) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where expressly approved by The Fremont Street Experience Limited Liability Company in conjunction with special events, mall entertainment or venue rental;

(L) The launching or throwing of projectiles or other objects into or through the air, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company;

(M) The twirling of hoops (such as hula hoops) around the human body or portions thereof, or the use of such hoops for recreation or entertainment, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company; and

[(K)] (N) Except as otherwise permitted by LVMC 11.68.103, [Solicitation, as defined in LVMC 10.44.010.] solicitation (as defined in LVMC 10.44.010), leafleting and mall entertainment.

SECTION 4: Title 11, Chapter 68, 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 103, reading as follows:

11.68.103: (A) The following expressive conduct is permitted in any free expression zone:

(1) Solicitation, as defined in LVMC 10.44.010;

(2) Leafleting; and

(3) Mall entertainment.

(B) If any person or organization wishes to use a table in conjunction with activity described in Subsection (A), such table must be provided by The Fremont Street Experience Limited Liability Company. Tables will be provided on a first-come-first-serve basis and subject to available

space within the free expression zones.

SECTION 5: Title 11, Chapter 68, 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 140, reading as follows:

11.68.140: By virtue of its standing and authority under LVMC 11.68.060 and 11.68.070, The Fremont Street Limited Liability Company may commence a civil action to enforce any of the provisions contained in LVMC 11.68.100. This remedy shall supplement, and exist in addition to, those contained in LVMC 11.68.130.

SECTION 6: 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 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 8: 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 6-28-10
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": _____

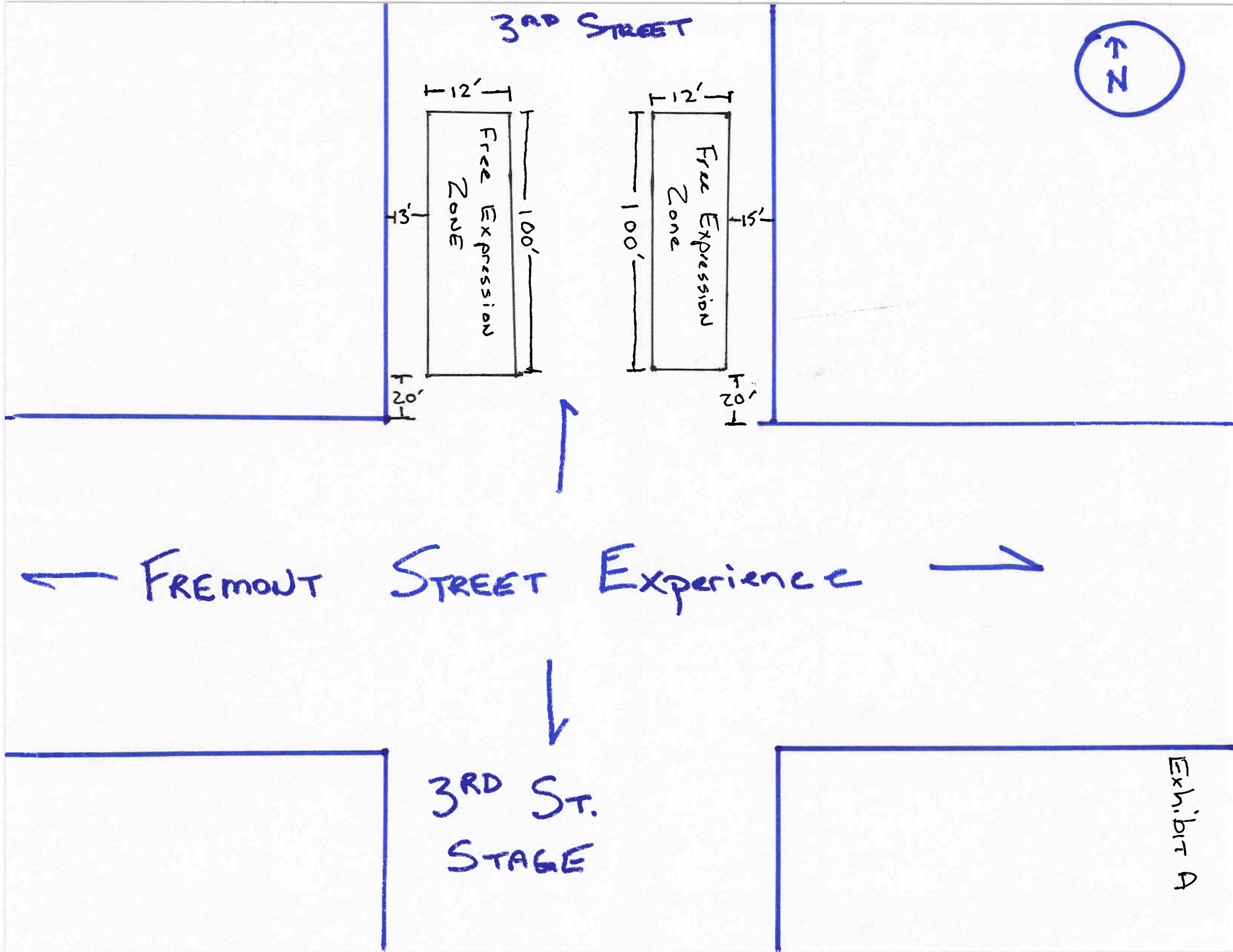
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk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STAGE
Exhibit A

BUSINESS IMPACT STATEMENT
BILL NO. 2010-31
(Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-31, that would update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

The addition of more certainty and structure and enforceability in the ordinance provisions

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable. The ordinance is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: June 28, 2010

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-32 - Levies Assessment for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road). Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $218,356.75
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Installation of 33-foot pavement section, curb and gutter, sidewalks, and driveway approaches.

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. 2010-32

BILL NO. 2010-32

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road) (hereinafter the "District"), for the purpose of acquiring and improving local improvements (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Nevada Revised Statutes ("NRS") Chapter 271; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is $227,512.75, of which, $9,156.00 is available from other sources and of which $218,356.75 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the City Engineer of the City (hereinafter the "City Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the City Engineer Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, July 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of City Engineer Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, July 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on June 2, 2010. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1513 Assessment Protest Resolution; and

WHEREAS, by the District No. 1513 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2) (a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1513 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1513 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on June 2, 2010, and as modified and confirmed by the District No. 1513 Assessment Protest Resolution duly adopted by the City Council on July 21, 2010.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in forty (40) substantially equal semiannual 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 this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on April 1, 2011. After the effective date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred

installments of assessments. If assessment bonds are sold the 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 bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may at any time (at the option of such owner); pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after September 21, 2010, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services such interest accruing thereon to the next interest payment date shall be calculated at seven and 40/100 percent (7.40%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment

shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. August 22, 2010) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-

class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments

have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1513 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on August 18, 2010. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before September 21, 2010, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in 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 August 22, 2010, (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on April 1, 2011. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued 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 bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date . If such prepayment takes place after September 21, 2010, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 40/100 percent (7.40%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a

timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from August 22, 2010 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this August 18, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before August 18, 2010, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 21st day of July, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 18th day of August, 2010.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on July 21, 2010, and was passed at a regular meeting held on August 18, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after August 22, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced July 21, 2010, PASSED, ADOPTED AND APPROVED August 18, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

7/1/10 Val Steed for Bryan Scott
Date Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on July 21, 2010, and finally adopted and approved on August 18, 2010.

2. The following members of the City Council were present at the July 21, 2010, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 21, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on August 18, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the August 18, 2010, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on July 21, 2010, and August 18, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on July 21, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on August 18, 2010, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this August 18, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 21, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of August 18, 2010 Meeting)

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-33 – Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions). Proposed by: Beverly K. Bridges, City Clerk

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada. It will also repeal an obsolete Municipal Code provision relating to the minutes of City boards and commissions, which are governed by State law.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2010-33
2. Business Impact Statement

BILL NO. 2010-33

ORDINANCE NO. _____

AN ORDINANCE RELATING TO RECORDS; ADOPTING THE MOST RECENT VERSIONS OF THE LOCAL GOVERNMENT RECORDS PROGRAM MANUAL AND MINIMUM RECORDS RETENTION SCHEDULES FOR LOCAL GOVERNMENTS IN NEVADA; REPEALING SECTION 2.52.040 OF THE MUNICIPAL CODE (RELATING TO THE MINUTES OF CITY BOARDS AND COMMISSIONS); AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Beverly K. Bridges, City Clerk

Summary: Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions).

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 60, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.60.070: (A) A record may be disposed of only in accordance with the records retention schedule that has been approved for records of that type.

(B) The following documents are hereby adopted by the City:

(1) "Nevada Local Government Records Program Manual," as adopted by the Nevada State Library and Archives Division on June 26, 2007**[**;**]**, and subsequently amended on February 9, 2010; and

(2) "Local Government Records Retention Schedules," as adopted by the Nevada State Library and Archives Division on June 26, 2007, and as subsequently amended on August 28, 2008**[**.**]**, and February 9, 2010.

➥The respective retention periods that are established in those documents shall be the minimum periods for which the records of the City, other than judicial records and other documents of the Municipal Court, must be retained.

(C) The City may establish periods of retention longer than those designated by the State for any particular class of record. Further, the City may establish retention schedules for any record not addressed by the State's schedules. Any schedule proposed to be established pursuant to

this Subsection (C) shall be submitted to the Records Management Committee for its approval and, after such schedule has received the approval of the Records Management Committee, the City Clerk shall submit the same to the City Council for its approval. Such approval shall be accomplished by ordinance.

(D) The disposition of judicial records and other documents of the Municipal Court shall be governed by a records retention schedule that is approved by the Judges of the Municipal Court by a court rule that is adopted in accordance with the rules of the Nevada Supreme Court. Such schedule shall become effective upon its approval by a majority of the Judges of the Municipal Court and shall establish a system of records management for Municipal Court to be implemented by the Court Administrator.

SECTION 2: Title 2, Chapter 52, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

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.

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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 7-7-10
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. 2010-33
Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-33, that would adopt the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeal LVMC 2.52.040 (relating to the minutes of City boards and commissions)

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: July 7, 2010

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 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.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING AND DEPARTMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
HPC-38520 – Public hearing and possible action regarding an appeal from the approval by the Historic Preservation Commission of a consideration of application for Certificate of Appropriateness for demolition of historic guard shack, façade and tower at the Moulin Rouge located at 840 West Bonanza Road (APN 139-28-703-014), C-2 (General Commercial) Zone, Ward 5 (Barlow)

Fiscal Impact

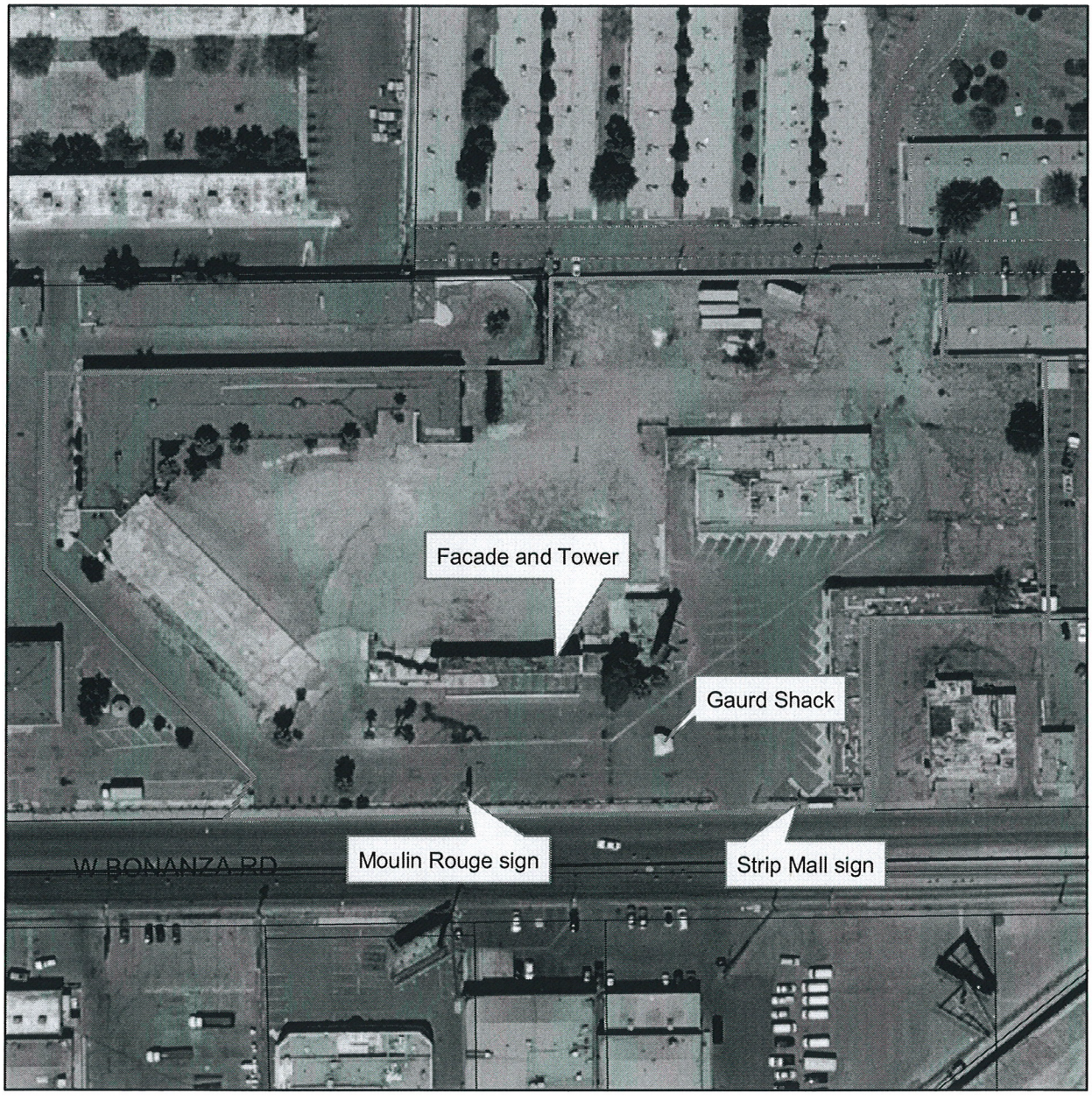
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The Historic Preservation Commission (HPC) considered the application for a Certificate of Appropriateness for demolition of the historic guard shack, façade and tower at the Moulin Rouge site. The application was approved on June 23, 2010, pursuant to an 8-1-1 vote. That action was subsequently appealed by Patricia Hershwitzky and scheduled for this public hearing.

RECOMMENDATION:
Staff recommends the City Council deny the appeal and uphold the action of the Historic Preservation Commission.

BACKUP DOCUMENTATION:
1. Aerial map
2. Staff Report
3. Supporting Documentation
4. Photos
5. Work Description - Exhibit A
6. Site Map Submitted at 06/23/10 HPC meeting by the applicant
7. Letter of Appeal of HPC Decision Submitted by Patricia Hershwitzky
8. Notice of Public Hearing

HISTORIC PRESERVATION COMMISSION MEETING DATE: 06/23/10
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: Consideration of application for Certificate of Appropriateness for demolition of historic guard shack, façade and tower at the Moulin Rouge located at 840 West Bonanza Road (APN 139-28-703-014), C-2 (General Commercial) Zone, Ward 5 (Barlow).



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GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

City of Las Vegas

STAFF REPORT

HISTORIC PRESERVATION COMMISSION MEETING DATE: 06/23/10
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: Consideration of application for Certificate of Appropriateness for demolition of historic guard shack, façade and tower at the Moulin Rouge located at 840 West Bonanza Road (APN 139-28-703-014), C-2 (General Commercial) Zone, Ward 5 (Barlow).

BACKGROUND

06/17/92 The Las Vegas City Council approved the designation of the Moulin Rouge Hotel and Casino on the City of Las Vegas Historic Property Register.

12/22/92 The Keeper of the National Register approved the designation of the Moulin Rouge Hotel and Casino on the National Register of Historic Places.

02/27/08 HPC recommended approval of application for Certificate of Appropriateness for new construction and demolition at the Moulin Rouge Hotel and Casino.

04/02/08 The Las Vegas City Council approved requests for a Rezoning from: R-3 (Medium Density Residential) and C-M (Commercial/Industrial) to: C-2 (General Commercial); a Site Development Plan Review (SDR-26449) for a proposed 41-story and 30-story Hotel and Gaming Establishment, Non-Restricted development, including a 1,727-room hotel, a 72,596 square-foot non-restricted gaming facility, and 381,734 square feet of commercial uses with a Waiver to allow perimeter landscape buffer widths of zero feet where eight feet is required at interior property lines; a Variance (VAR-26453) to allow a lot coverage of 100 percent where 50 percent is the maximum allowed and to allow a zero-foot setback to the side, corner side and rear property lines for a Hotel and Gaming Establishment, Non-Restricted Development; and a Special Use Permit (SUP-26452) for a proposed 420-foot building in the A-O (Airport Overlay) District where the height limitation is 175 feet for a proposed Hotel and Gaming Establishment, Non-Restricted Development on 17.44 acres at the northwest corner of Bonanza Road and "H" Street (APNs 139-28-703-005, 139-28-703-013 through 016, 139-28-710-001 through 026, and 139-28-711-001 through 059), R-3 (Medium Density Residential), C-M (Commercial/Industrial), and C-2 (General Commercial) Zones [Proposed: C-2 (General Commercial)], Ward 5 (Barlow).

09/27/08 HPC-30085 – HPC approved selection of plaques for properties listed on the National Register of Historic Places within the city of Las Vegas. Locations included the Moulin Rouge, located at 840 West Bonanza Road (APN 139-28-703-014), Ward 5 (Barlow).

ANALYSIS

Historic Significance

The Moulin Rouge Hotel and Casino is listed on the local and national registers of historic places for its significant contribution to ethnic heritage, social history and entertainment history. The hotel was created specifically as an interracial luxury resort where black performers barred from the Strip were permitted to

CM

gamble, dine and stay in the hotel rooms. Several notable black entertainers performed in the Moulin Rouge showroom during the six months it was open from May to October, 1955.

In 1960 the hotel served as the site for a meeting of local civil rights leaders, business and political leaders, and city and county casino-hotel operators to end the Jim Crow policies of Las Vegas resorts.

In 2003 the hotel was destroyed by fire, leaving only the historic sign and tower.

On May 5, 2009 the hotel suffered an additional fire. The hotel building located behind and to the west of the front façade and tower was partially demolished by the fire department due to safety reasons. The historic Moulin Rouge sign was moved to the Neon Museum Boneyard for storage a few days before the fire occurred.

Project Summary
The request is to demolish the historic guard shack, façade of the original casino building, and connected tower.

Findings

City of Las Vegas Title 19 Zoning Code, Chapter 19.06.090: H Historic Designation:

G. Historic Preservation Commission - Powers, Etc.:

The powers, duties and activities of the HPC include the following:

2. 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. The review and decision making process shall be in accordance with Sections (K) and (L) of this Subchapter.

H. Historic Preservation Officer:

The duties of the HPO shall include:

5. Acting as the approval authority concerning applications for the proposed construction, alteration, demolition or removal of structures associated with a Landmark, Historic Property or Historic District, when the proposed work is, in the HPO's judgment, minor in nature and impact or the need to act immediately is necessary to protect life or property. The review and decision making process shall be in accordance with Sections (K) and (L) of this Subchapter.

L. Demolition and Removal:

(1) Whenever it is proposed to demolish or remove a structure or feature constituting or associated with a Landmark or Historic Property, or one that is located within a designated Historic District, and a demolition or other permit or approval is required for such work, the applicant must first obtain the approval of the HPC in accordance with this Subchapter. In the case of proposed work which, in the HPO's judgment, is minor in nature and impact, or is necessary immediately in order to protect life or property, the HPO shall be the approval authority. Approval pursuant to this Section indicates conformance with the provisions and intent of this Subchapter only and does not constitute or imply approval by any City department or other approval authority having jurisdiction.

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The HPO has reviewed the application and request for demolition with reference to the objectives of the City of Las Vegas Title 19 Zoning Code, Chapter 19.06.090: H Historic Designation: L. Demolition and Removal. The HPO finds that the structures and/or features proposed for demolition or removal are no longer of historic or architectural value or significance and no longer contribute to the distinctive character of the property.

Please see attached Certificate of Appropriateness with required backup documentation. The applicant has submitted all necessary backup documentation with the exception of a preliminary plan of redevelopment for the parcel indicating an intended use that is in compliance with the General Plan, existing or proposed zoning, other applicable regulations and Section (K) of this Subchapter;

STAFF RECOMMENDATION

APPROVAL of Certificate of Appropriateness.

BACKUP DOCUMENTS

1. Application for Certificate of Appropriateness
2. Photographs and list submitted by applicant
3. Aerial view of property

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Print Form Reset Form

PLANNING & DEVELOPMENT DEPARTMENT

HISTORIC PRESERVATION COMMISSION
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Application/Petition For: Demolition

Project Address (Location) 840 West Bonanza Road, Las Vegas, Nevada

Project Name Moulin Rouge

Assessor's Parcel(s)# 13928703014 **Ward#** 5

General Plan Designation: _____ **Existing Zoning Designation:** C-2 General Comm.

Gross Acres 5.44

Additional Information _____

PROPERTY OWNER Olympic Coast Investment, Inc.

Address 801 Second Avenue, Ste. 315

City Seattle **State** WA **Zip** 98104

E-mail Address jhoss@ocinvestment.com **Phone** 206.363.6996 **Fax** 206.440.0552

APPLICANT/REPRESENTATIVE John Hoss

Address 801 Second Avenue, Ste. 315

City Seattle **State** WA **Zip** 98104

E-mail Address jhoss@ocinvestment.com **Phone** 206.363.6996 **Fax** 206.440.0552

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
John Hoss, President Olympic Coast Investment

Subscribed and sworn before me

This 11th day of June, 20 10.

[signature]
Christina A. Williams
Notary Public in and for said County and State
King, County
Washington, State

CHRISTINA A. WILLIAMS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 7-29-12

FOR DEPARTMENT USE ONLY

Case #
Approved for administrative review? Yes___ No___
Project meets P&D requirements? Yes___ No___
Meeting Date:
Date Accepted:*
Accepted By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

Type of Application

☐ **Conceptual Review (recommended):** Discuss with the commission preliminary design ideas for a project. The commission will address the appropriateness of the proposal and provide helpful advice.

☐ **New Construction:** Construction of a new building, additions or garages, sheds, etc. See Title 19 Zoning Code for guidance.

☐ **Exterior Building Alteration:** Includes, but is not limited to, all exterior changes to an existing building that require a building permit, such as windows, doors, roofing, etc. See Title 19 Zoning Code for guidance.

☐ **Signage or Graphics:** Installation of a sign or graphic on a building, or on the site, or directly behind the window or on a window.

☐ **Variance or Zoning change:** Complete this application and submit a stamped copy of the variance or rezoning application filed with the city's Department of Planning and Development for the requested variances.

☒ **Demolition:** Removal of any building feature(s) or razing of any structure(s). For all demolitions, the applicant must include a written reason for the demolition, the proposed reuse of the site, evidence of funding and a time frame for project initiation. See Title 19 Zoning Code for guidance.

☐ **Lot Split**

☐ **Other:** _____

Work Description

Describe the proposed project in detail, including all changes to the building, site, lot or zoning. Include all features to be removed, altered and/or added. Indicate all materials to be used and the manufacturer. Attach additional sheets as needed.

Please refer to the Secretary of the Interior's Standards for Rehabilitation (below) for additional information.

Please see attached Exhibit A, Work Description.

Materials to submit with the application (as needed):

☒ **Color photos:** 35mm or digital only. Polaroids will not be accepted. Include photos of each side of the building; the site to be altered and close ups of the specific areas to be changed.

☐ **Drawings for conceptual review, new construction or graphics/signage:** Fifteen (15) complete sets, one color if applicable, must be submitted, no larger than 11" x 17". If presentation boards will be used, copies of the boards must be submitted in no larger than 11" x 17" format.

☐ **Material Samples/Manufacturer's Brochures:** material samples and brochures which show and describe the materials to be used (i.e., paint chips, brochures on doors, windows, etc).

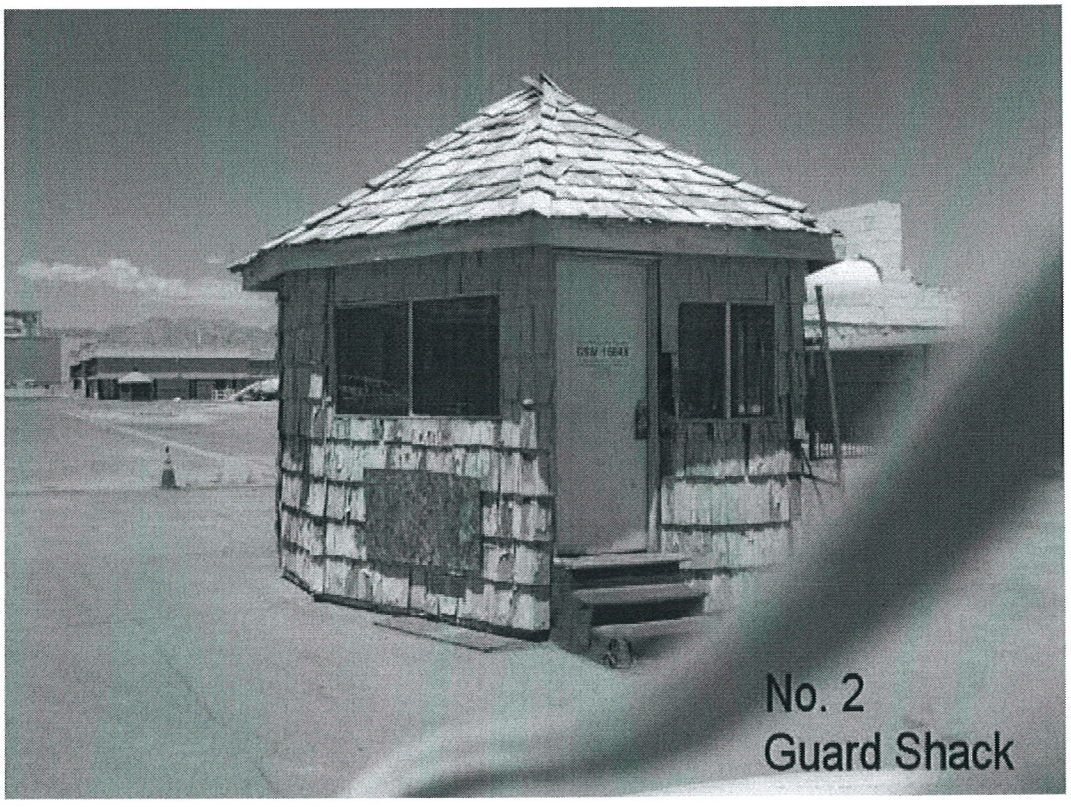
☐ **Site Plan**: A site plan must be included for new construction, additions, site graphics, demolition, lot splits, and fencing. The plan must show property lines, all existing structures and/or landscaping in question, and their relationship to adjacent structures. Fifteen (15) copies, one color, must be submitted, no larger than 11" x 17".

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
840 WEST BONANZA ROAD, LAS VEGAS, NV

PICTURE	DESCRIPTION
1.	Guard Shack
2.	Guard Shack
3.	Sign
4.	Sign
5.	Sign
6.	Sign
7.	Bell Tower
8.	Bell Tower
9.	Bell Tower
10.	Bell Tower
11.	Bell Tower Connection
12.	Bell Tower Connection
13.	Bell Tower Connection
14.	Bell Tower Connection
15.	Bell Tower Connection
16.	Bell Tower Connection
17.	Bell Tower Connection
18.	Moulin Rouge Façade – Rear
19.	Bell Tower – Top
20.	Moulin Rouge – Front
21.	Moulin Rouge – Front
22.	Moulin Rouge – Front
23.	Moulin Rouge – Side
24.	Moulin Rouge - Back



No. 1
Guard Shack



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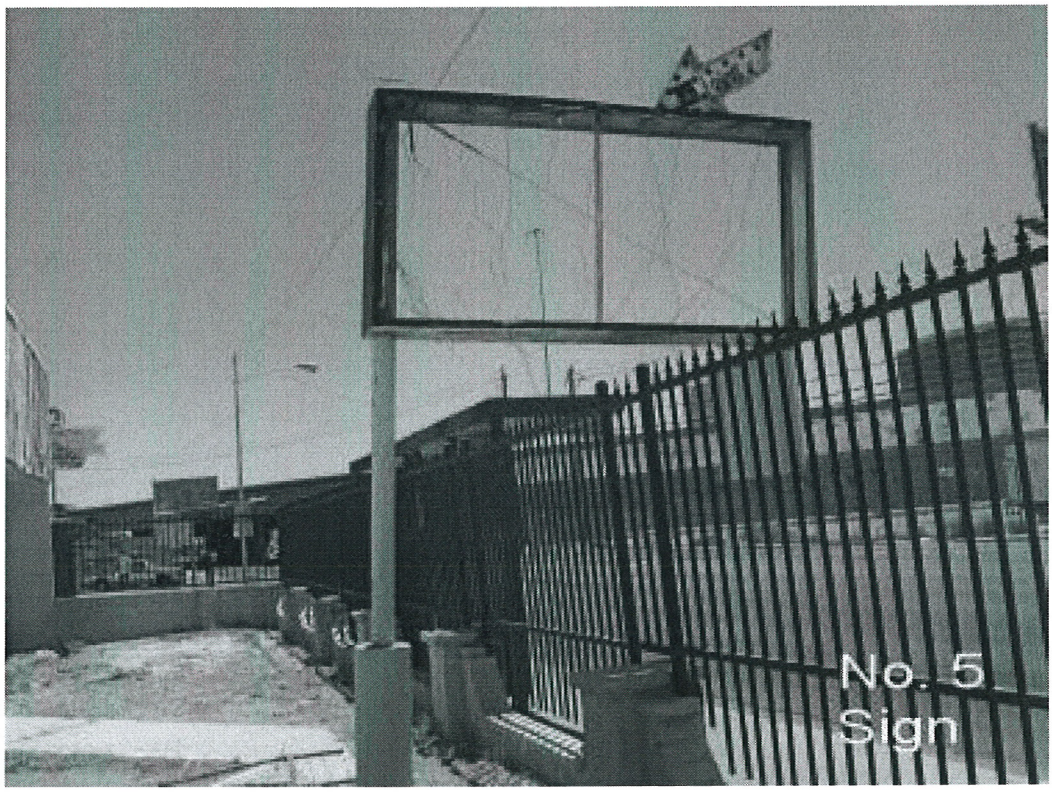
Guard Shack


No. 3
Sign


No. 4
Sign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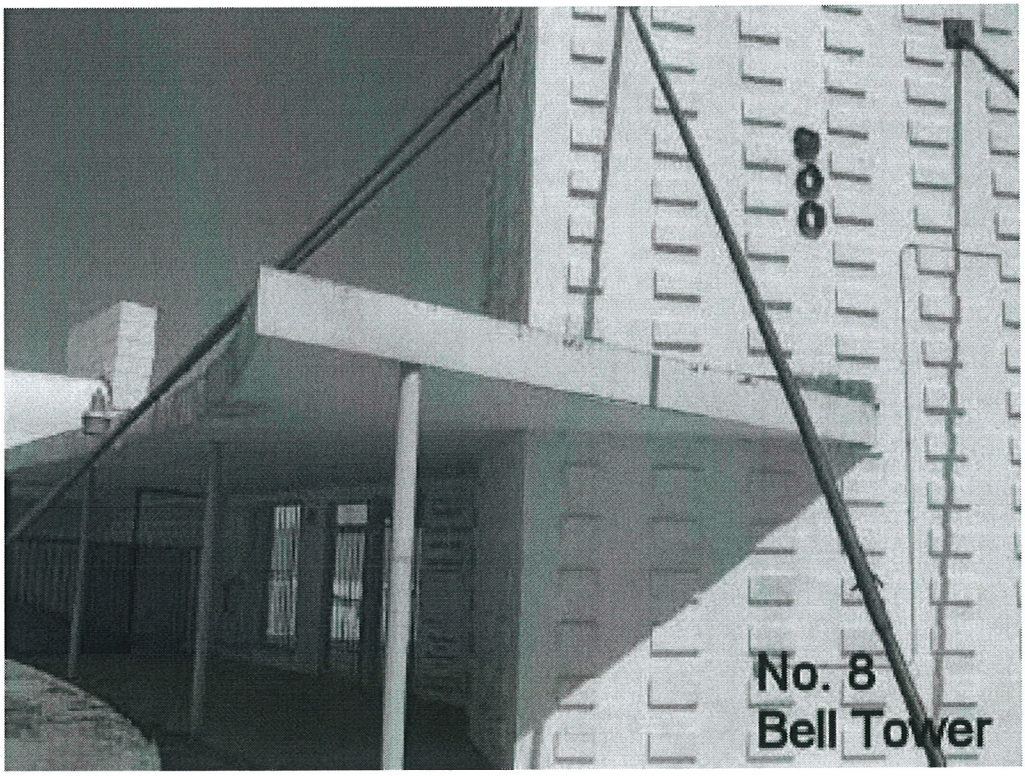
Sign


No. 6
Sign


No. 7
Bell Tower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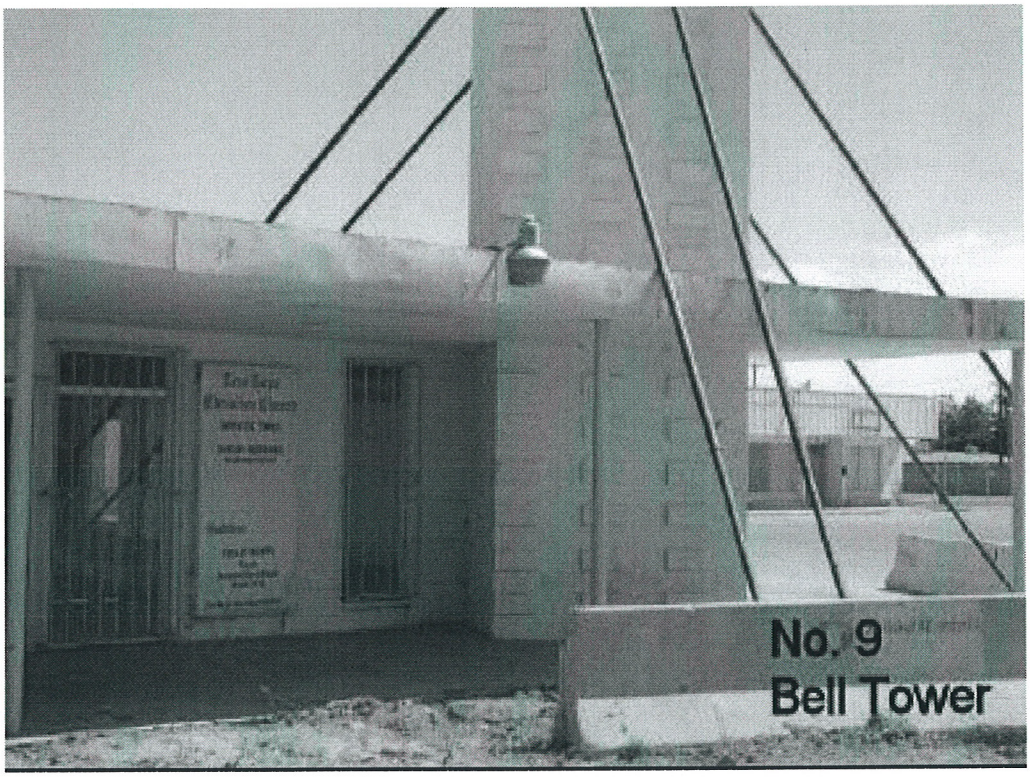
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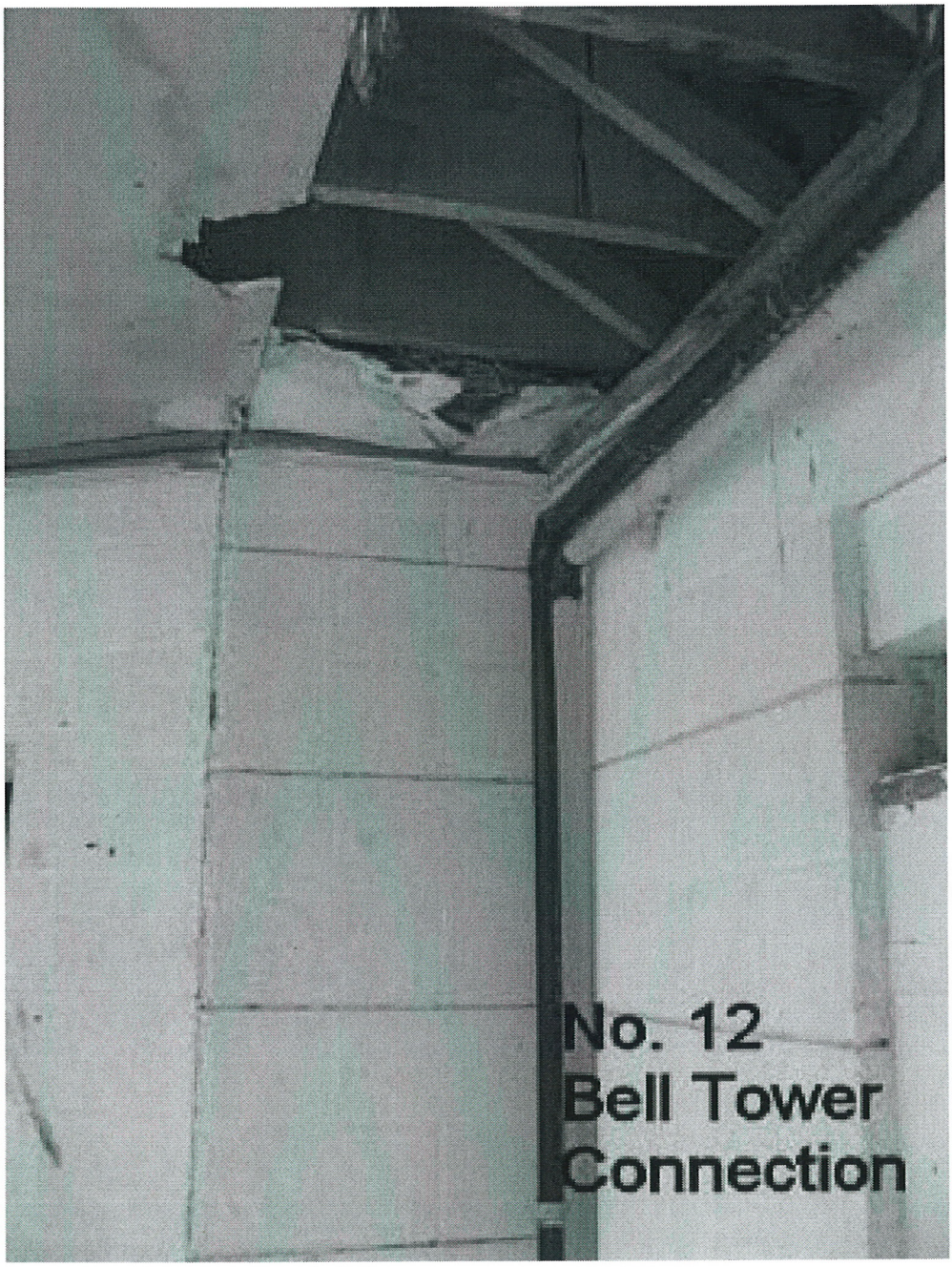
Bell Tower


No. 10
Bell Tower


No. 11
Bell Tower Connection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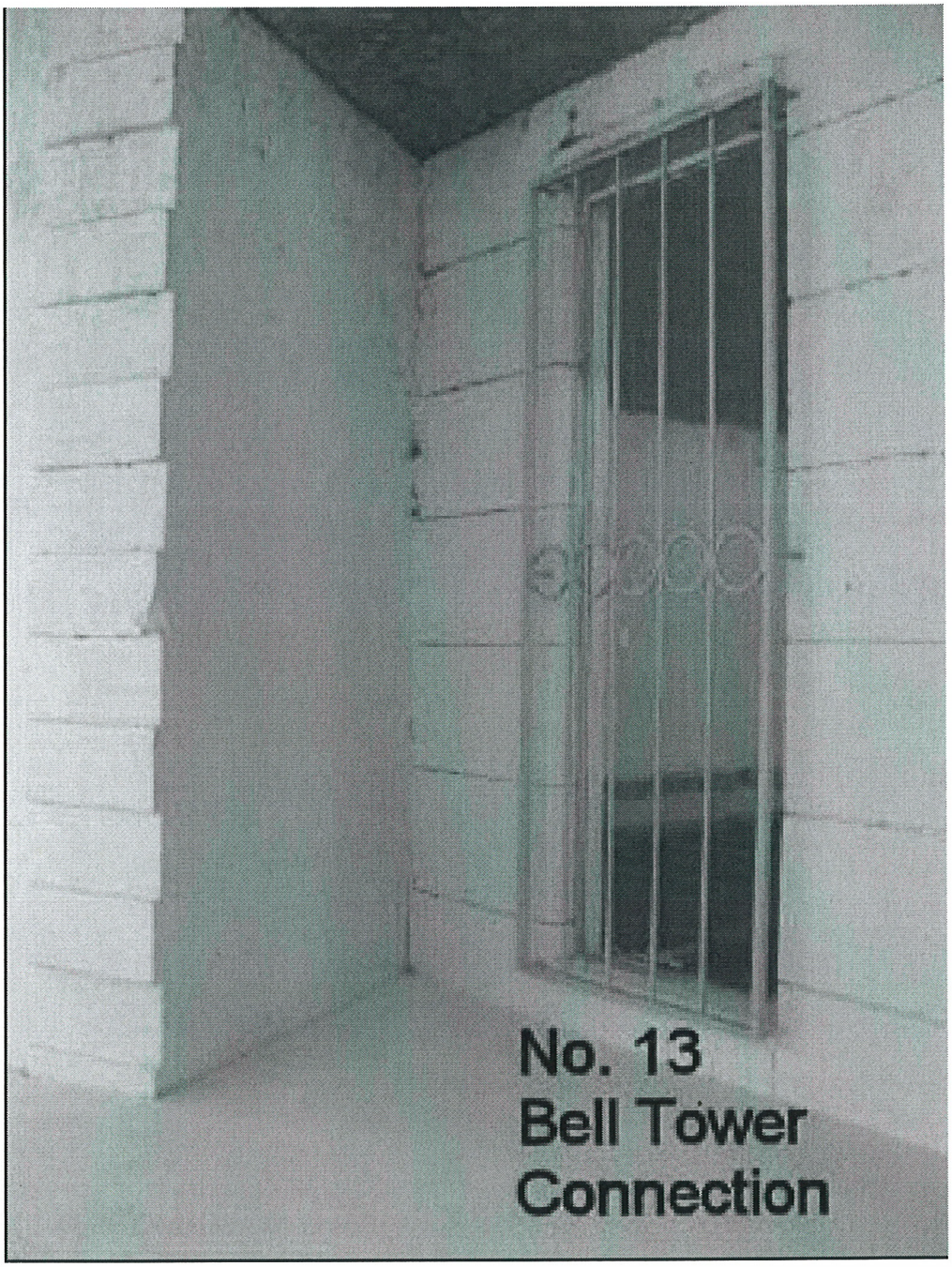
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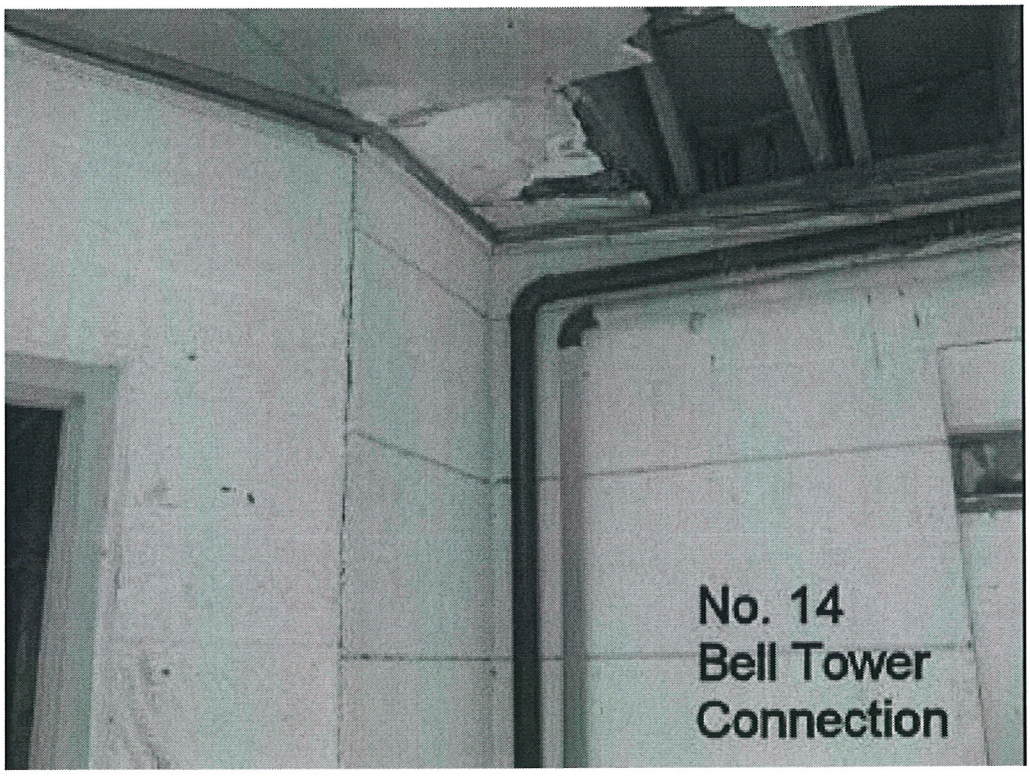

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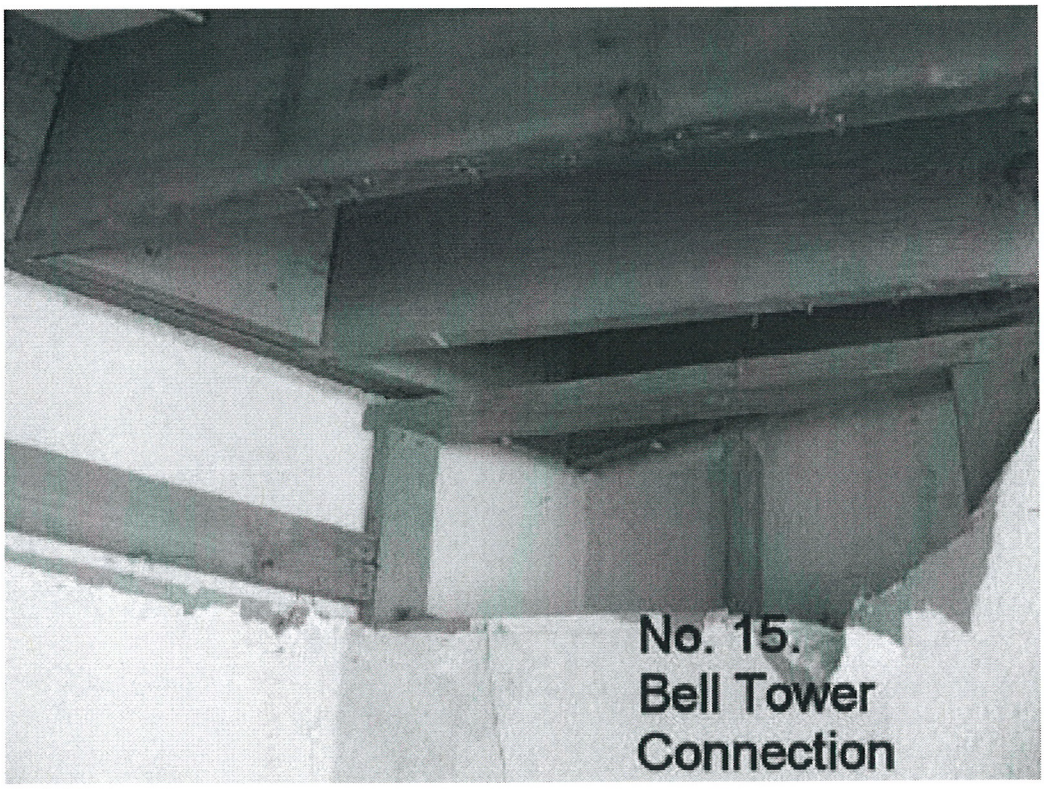

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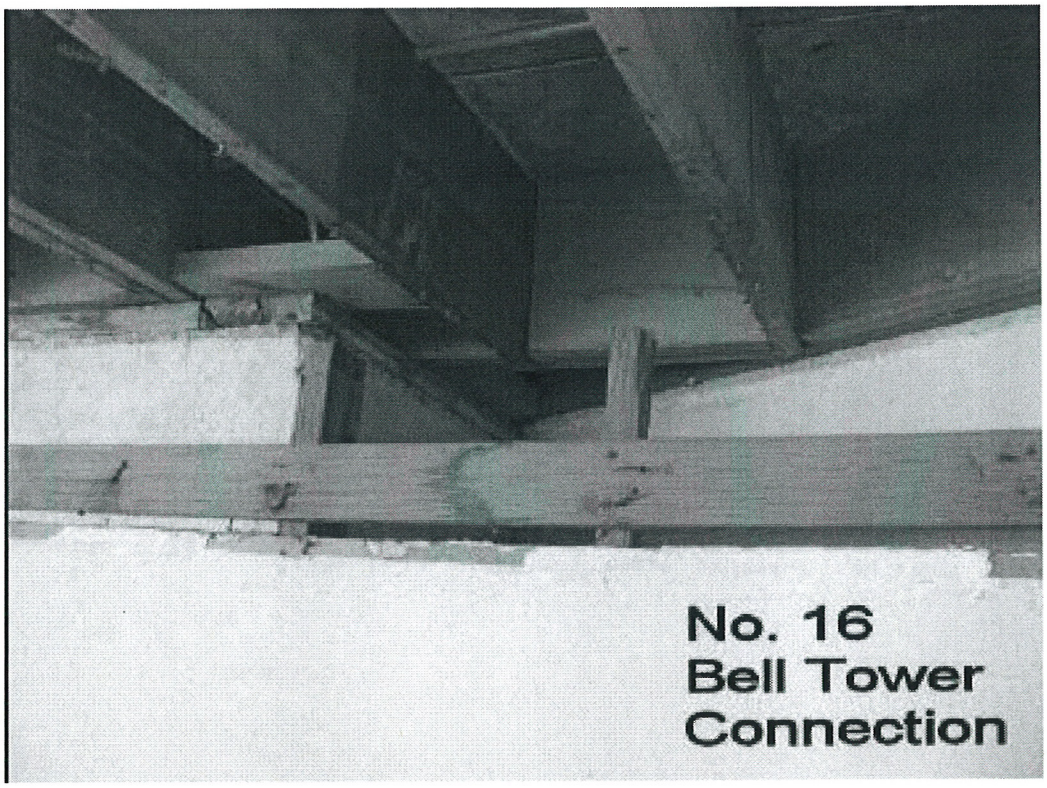

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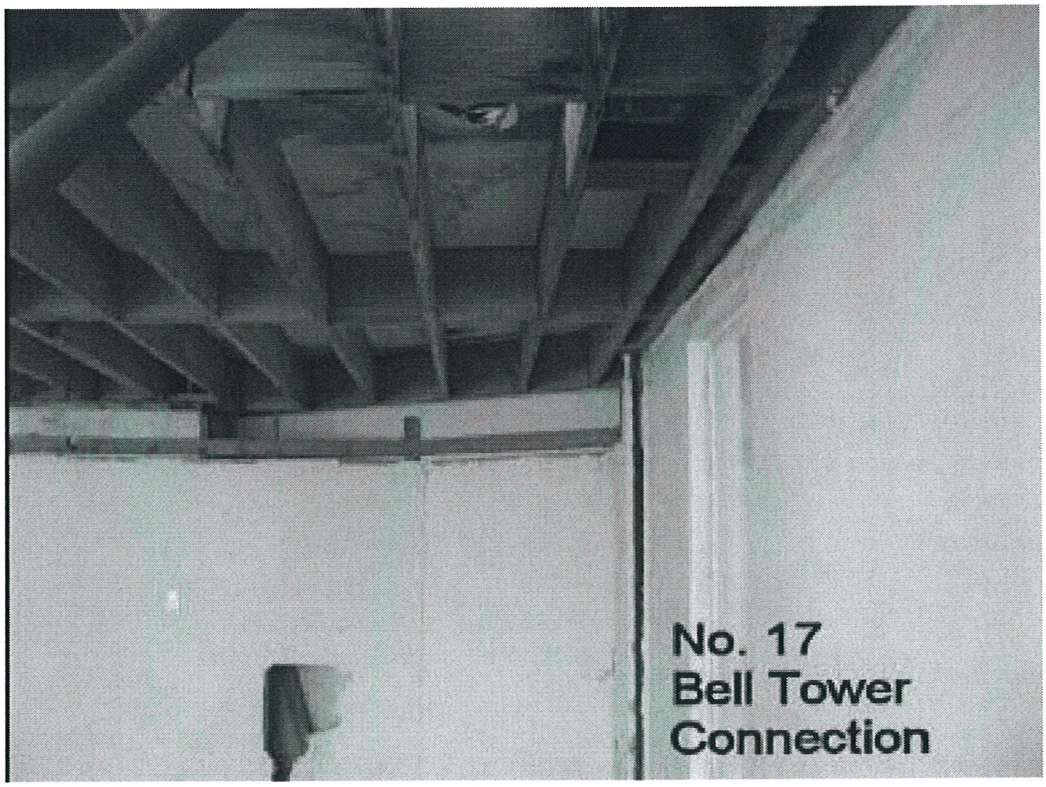

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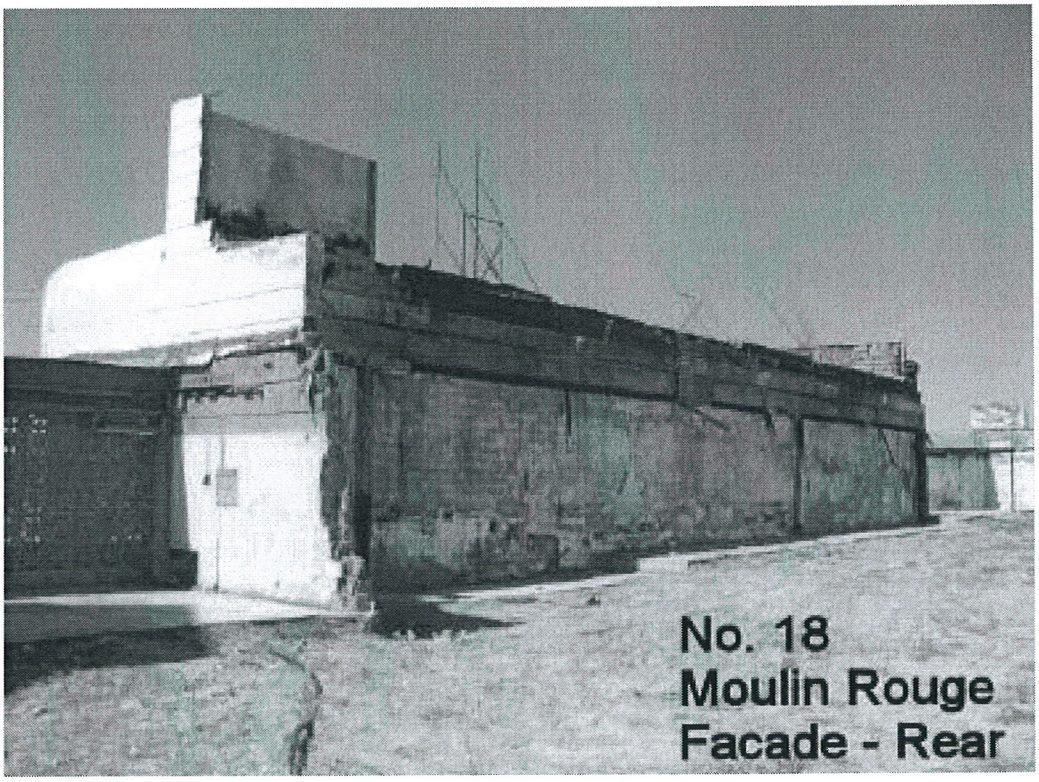

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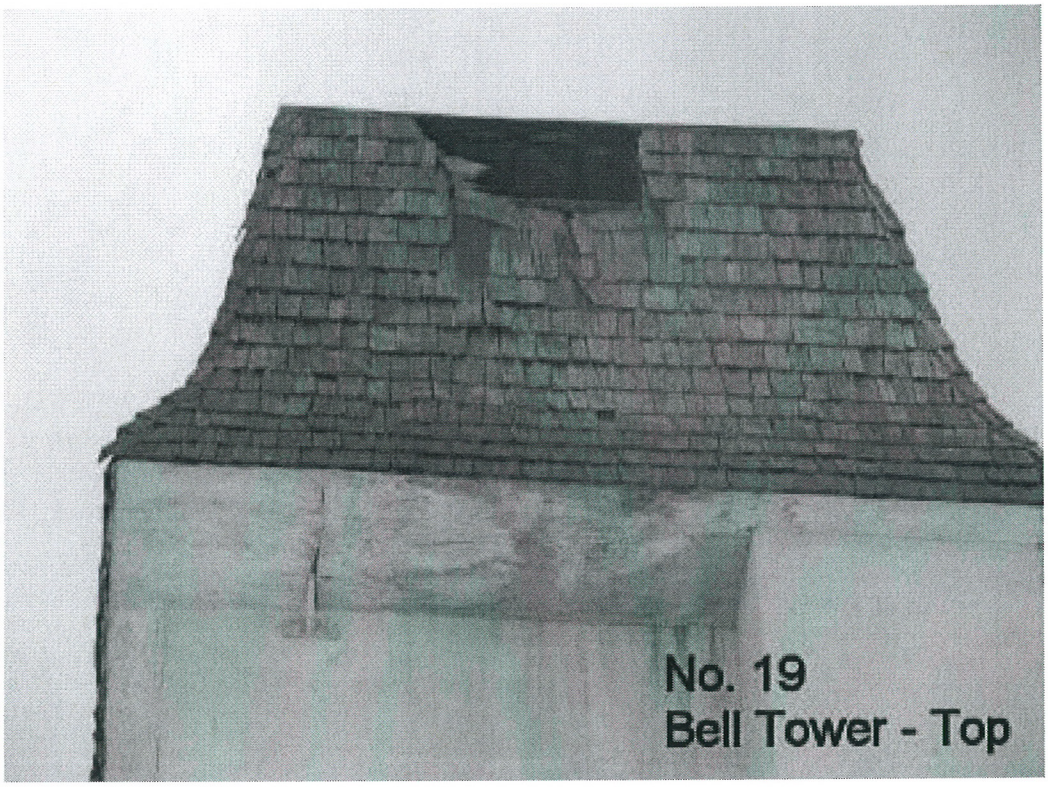
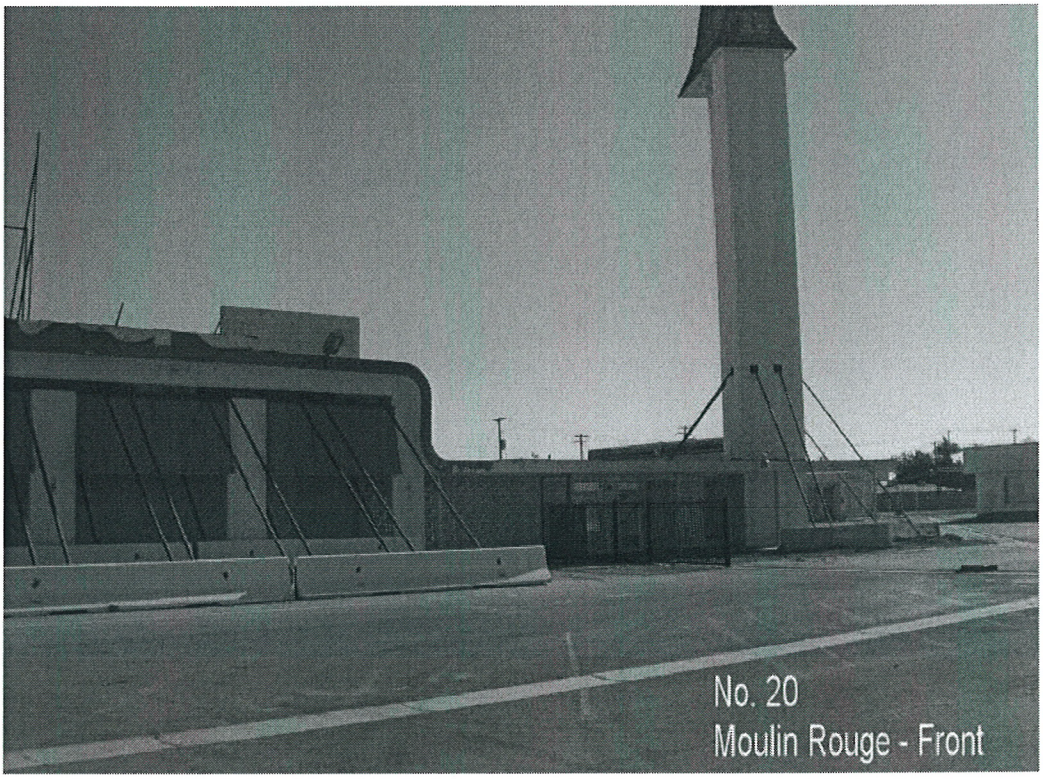
Moulin Rouge
Facade - Rear



No. 19
Bell Tower - Top



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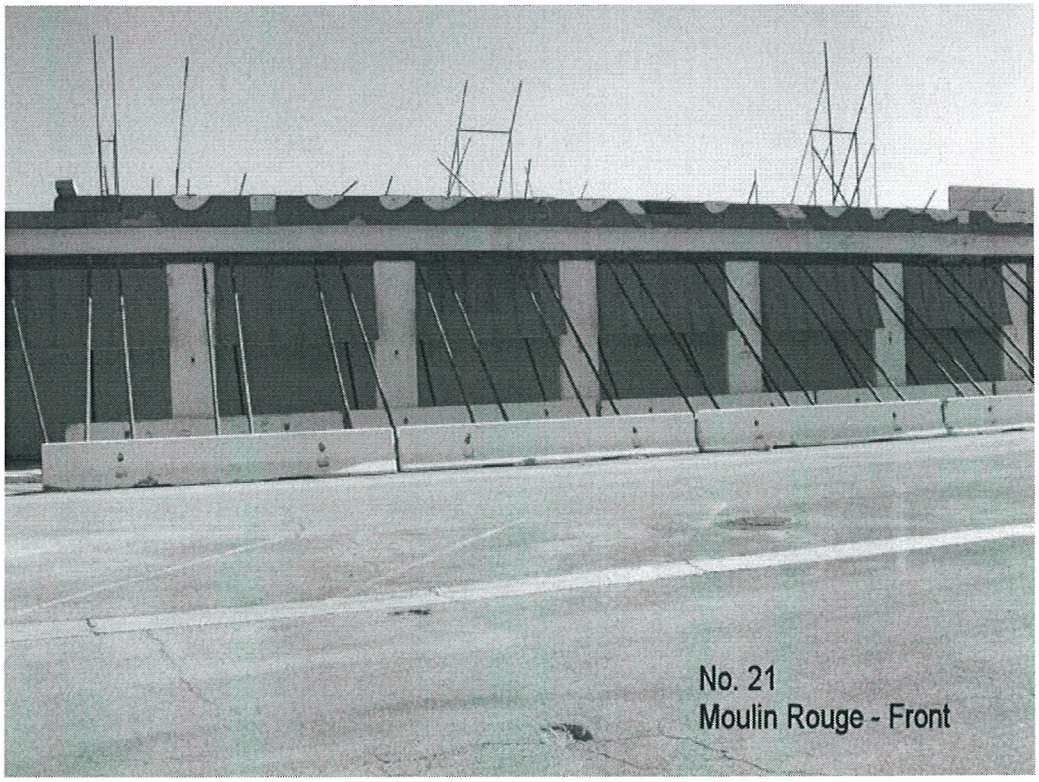
Moulin Rouge - Front



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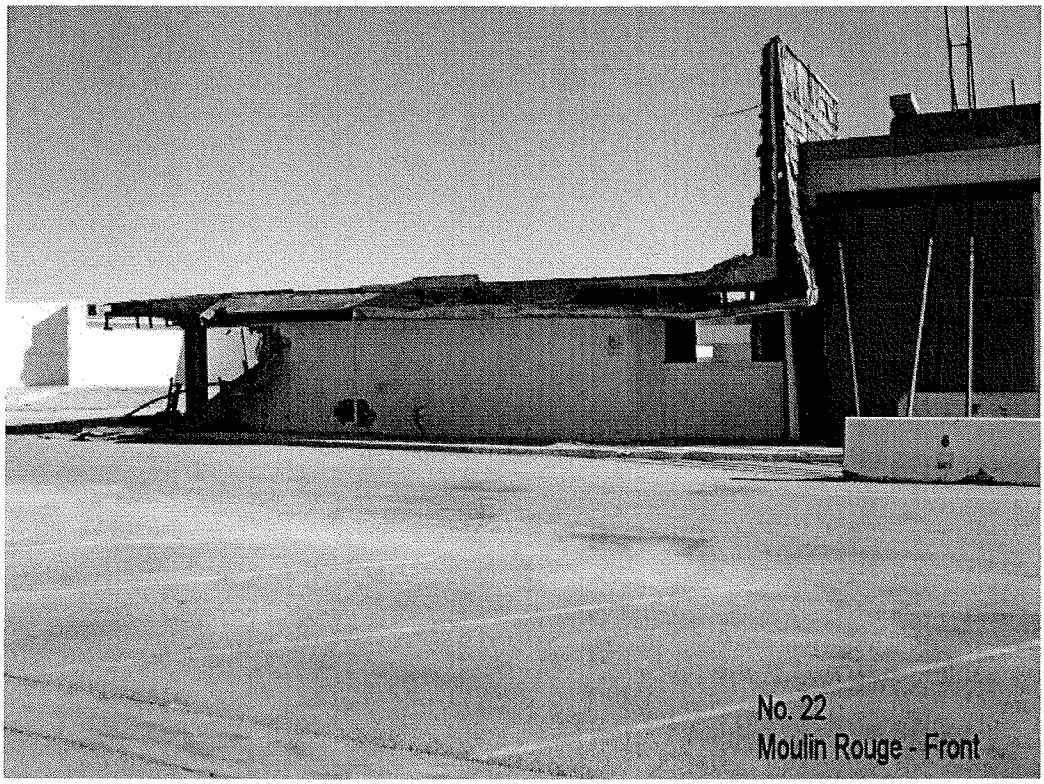
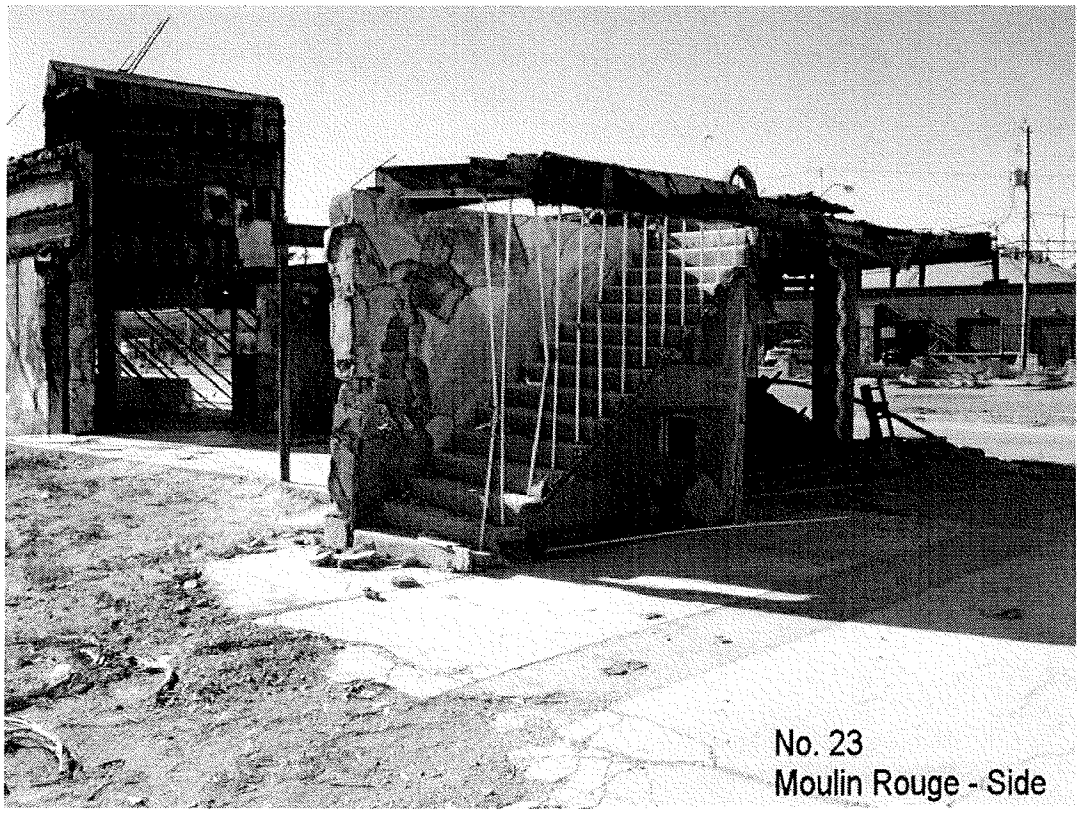
Moulin Rouge - Front



No. 22
Moulin Rouge - Front



No. 23
Moulin Rouge - Side


No. 24
Moulin Rouge - Back

Exhibit A
Work Description

Introduction

The proposed work relates to three structures and certain signs located near these structures. These structures and signs are as follows: (i) the old Moulin Rouge casino façade; (ii) the Bell Tower, which adjoins and is integrated with the old Moulin Rouge casino façade; (iii) the guard shack; and (iv) two signs, one of which actually relates to the Moulin Rouge. Each of foregoing items is discussed in turn below followed by a discussion of the proposed demolition work.

The Old Moulin Rouge Casino Façade

On May 6, 2009, the Moulin Rouge casino caught fire. Most of the structure was destroyed in the fire. The remains of the structure after the fire are partial masonry walls and some of the roof. The enclosed photos show the current condition of the walls and roof.

The Bell Tower

Some of the Bell Tower is connected to what remains of the masonry walls of the Moulin Rouge casino. The Bell Tower is made of masonry walls itself and is supported by metal braces. The top of the tower is wood structure which appears to be collapsing in on itself. The enclosed photos show the connection between what remains of the Moulin Rouge casino, the metal braces currently supporting the Bell Tower, and the roof in disrepair.

The Guard Shack

The guard shack is a small wood structure located near the entrance to the property. It is in a dilapidated condition. The enclosed photos show the guard shack.

The Signs

There are two signs on the property anticipated to be removed. Only one of these signs appears to relate to the Moulin Rouge. One sign is located near the entrance and appears to relate to certain boarded shops used to adjoin the Moulin Rouge. Another sign is located towards the midsection of the property directly adjacent to Bonanza and appears to be the old pylon sign for the property. It no longer has any signage and is nothing but metal frame. Enclosed photos show each of these signs.

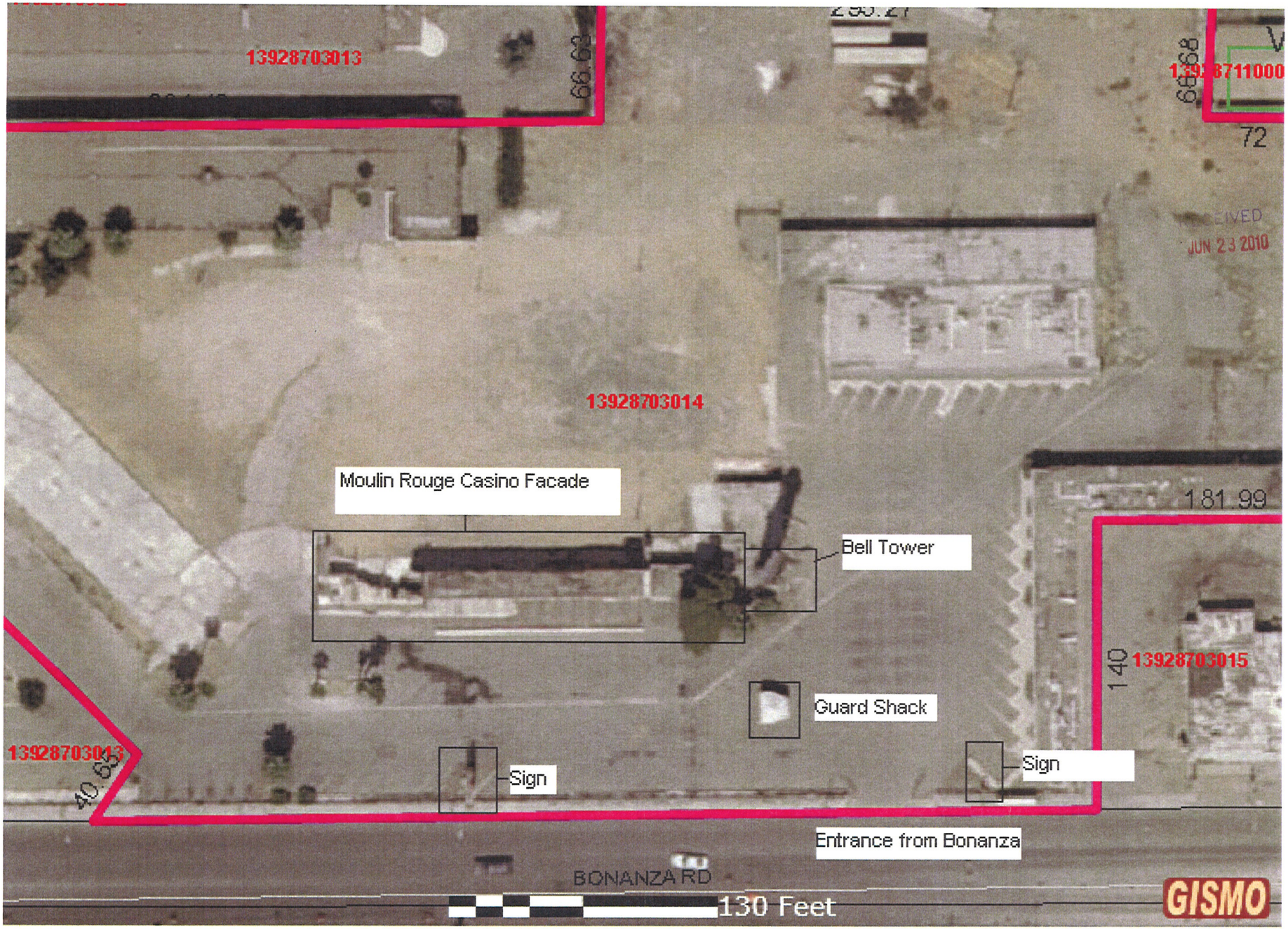
Anticipated Work

If approved, the demolition work will involve the use of a hydraulic excavator with a grapple attachment. First, the Bell Tower will be attached with a cable which will be used to pull it over. The remaining structure of the Bell Tower, along with the Moulin Rouge casino façade, the Bell Tower, and the Guard Shack, will be taken apart with the grapple. All of the demolition debris

will be hauled-off in end dumps. The signs will be sheared off at ground-level, cut apart and hauled-off in end dumps.

It is anticipated by the date of the hearing relating to this Certificate that an Air Quality Control Permit will have been obtained. In accordance with the requirements of this permit, dust control precautions will be in place.

It is anticipated that the demolition work will be completed within five days from the date that it is started.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RECEIVED
JUN 23 2010
13928703014
Moulin Rouge Casino Facade
Bell Tower
181.99
140
13928703015
Guard Shack
13928703012
40.63
Sign
Sign
Entrance from Bonanza
BONANZA RD
130 Feet
GISMO

Courtney Mooney

PLANNING AND DEVELOPMENT
10 JUL -2 AM 9:14
RECEIVED

Patricia Hershwitzky, Ed.S.
1627 Marion Bennett Dr.
Las Vegas, NV 89106
(702) 228-3394
(702) 336-9736

July 1, 2010
Ms. Beverly K. Bridges, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101

Letter of Appeal of the Historic Preservation Committee's Vote to Approve HPC 38520, heard at the June 23, 2010 Historic Preservation Commission meeting, before which I spoke, and to have the appeal heard by the City Council.

Re: HPC 38520 Consideration of application for Certificate of Appropriateness for demolition of historic guard shack, façade, and tower at the Moulin Rouge located at 840 West Bonanza Road (APN 139-28-702-014), C-2 (General Commercial Zone, Ward 5 (Barlow)

Respective of the vote to approve the demolition of the guard shack, façade, and tower at the Moulin Rouge, please accept this as an official appeal of the Historic Preservation Committee's decision based on the following considerations, comprehensively and individually.

1) Erroneous address of the aforementioned property for demolition. All public references indicate the Moulin Rouge at 900 West Bonanza Road.

2) The reported lien of a 99-year lease agreement facilitated via state funding affording the Moulin Rouge Museum and Cultural Center space to operate a museum. This was reported after the meeting, and according to parties privy to those proceedings, a state grant of $250K was provided for that specific purpose at the Moulin Rouge property, of which $48K secured the lease with the remainder of the funds returned to the state.

3) A portion of Jory Schoell's presentation on behalf of Olympic Coast Investments asserted that the 77-foot tower and side walls were joined structurally and that the tower could not stand safely by itself. According to one person on the Moulin Rouge Museum and Cultural Center who was an owner, the tower would have been built as a structure that could stand separately. He contends that a tower of that height would have extensive "footing." Another party who was on the property for six years insists that the wall and tower, while appearing joined, are not so structurally.

4) There is a dispute that this specific item of demolition was never properly noticed nor on a City Council posted agenda. The item number to view the video is LasVegasNevada.gov Agenda and Video, City Council Agenda October 7, 2009; Item #76. Although this property was not on the Agenda the City Council discussed it and took action. The Historic Preservation Committee was led to believe that the City Council had taken proper and procedural action.

5) A part of the charred building that was referenced to indicate safety concerns was actually scarring from the 2003 fire. However, it was cited as an unsafe consequence of the most recent fire with the inference being that it was new but dangerous damage.

   Finally, several were dismayed that discussion was so abruptly cut off and a vote called before resolving whether an independent engineer could present his or her findings.

6) A member of the Historic Preservation Commission most knowledgeable about the property, its condition, and value was effectively silenced via the city attorney's office and the Chair of the Historic Preservation Commission for her association with the non-profit Moulin Rouge Museum and Cultural Center. Though Ms. Duncan did not stand to profit by the decision, she agreed not to "advocate" and "abstained" from voting to the public's disservice.

7) Discussion points regarding an independent engineer and what could be reasonably and optimally salvaged from the fire ruins, based on advocates for the property, were not concluded. A vote was abruptly called ending discourse. Again, this was a grave disservice to the public and left the indelible impression that the vote was a foregone conclusion, steered by political forces in collusion with business interests.

8) A recent article in the Review Journal (June 29, 2010) quotes an historian with the National Park Service as asserting that if the remaining structures on the property are demolished, the Moulin Rouge listing in the National Register of Historic Places would be "in danger," and that even the return of the original sign would "not be enough to keep a national historic register listing."

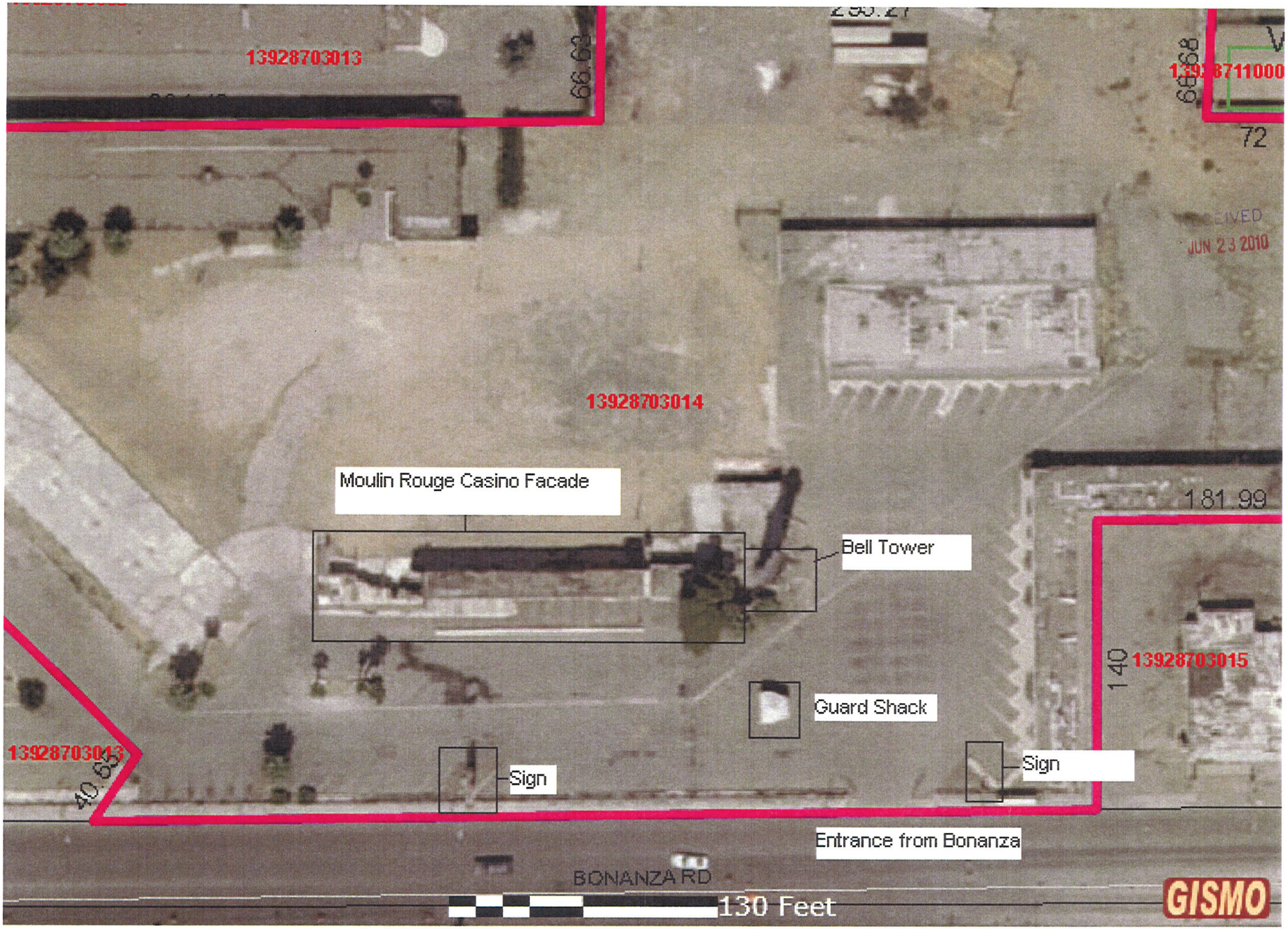
Overall, we cannot have commissions, albeit appointed by elected officials, merely serve the interests of that elected body. The mission of an historic preservation committee should be to ensure that any and all value connected to historical properties be carefully scrutinized for that preservation and even restoration for the benefit of the community today and in the future. The overall benefit of honoring historic roots is internationally and universally respected. In the words of doctoral candidate and expert on West Las Vegas history Mahlon Chute, the Moulin Rouge affected the social, economic, and political fabric of Las Vegas and is a "significant monument " to these changes.

Sincerely,



Patricia Hershwitzky

cc: Las Vegas Department of Planning and Development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July 1, 2010
Ms. Beverly K. Bridges, City Clerk
400 Stewart Avenue
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Letter of Appeal of the Historic Preservation Committee's Vote to Approve HPC 38520, heard at the June 23, 2010 Historic Preservation Commission meeting, before which I spoke, and to have the appeal heard by the City Council.

Re: HPC 38520 Consideration of application for Certificate of Appropriateness for demolition of historic guard shack, façade, and tower at the Moulin Rouge located at 840 West Bonanza Road (APN 139-28-702-014), C-2 (General Commercial Zone, Ward 5 (Barlow)

Respective of the vote to approve the demolition of the guard shack, façade, and tower at the Moulin Rouge, please accept this as an official appeal of the Historic Preservation Committee's decision based on the following considerations, comprehensively and individually.

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3) A portion of Jory Schoell's presentation on behalf of Olympic Coast Investments asserted that the 77-foot tower and side walls were joined structurally and that the tower could not stand safely by itself. According to one person on the Moulin Rouge Museum and Cultural Center who was an owner, the tower would have been built as a structure that could stand separately. He contends that a tower of that height would have extensive "footing." Another party who was on the property for six years insists that the wall and tower, while appearing joined, are not so structurally.

4) There is a dispute that this specific item of demolition was never properly noticed nor on a City Council posted agenda. The item number to view the video is LasVegasNevada.gov Agenda and Video, City Council Agenda October 7, 2009; Item #76. Although this property was not on the Agenda the City Council discussed it and took action. The Historic Preservation Committee was led to believe that the City Council had taken proper and procedural action.

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Sincerely,



Patricia Hershwitzky

cc: Las Vegas Department of Planning and Development

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JULY 21, 2010

Pursuant to Las Vegas Municipal Code 19.06.090 and Nevada Revised Statutes 278.310 and 278.3195, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JULY 21, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the Appeal for:

> HPC-38520 – Appeal from the approval by the Historic Preservation Commission of a consideration of application for Certificate of Appropriateness for demolition of historic guard shack, façade and tower at the Moulin Rouge located at 840 West Bonanza Road (APN 139-28-703-014), C-2 (General Commercial Zone, Ward 5 (Barlow).

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7/21/2010 HPC-38520
Patricia Hershwitzky, Ed.S.
1627 Marion Bennett Drive
Las Vegas, NV 89106

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
Lloyd Hershwitzky 7-8-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2010 JUL -9 AM 8:51
RECEIVED CITY CLERK

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 3020 0003 1595 5763

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7/21/2010 HPC-38520
Olympic Coast Investment, Inc.
801 Second Avenue, Ste. 315
Seattle, WA 98104
Attn: John Hoss, President

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X B. Abrego
☐ Agent
☐ Addressee

B. Received by (*Printed Name*) B. Abrego
C. Date of Delivery JUL 12 2010

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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CLERK
JUL 14 A 11

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number
(*Transfer from service label*) 7007 3020 0003 1596 5756

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

RECEIVED
CITY CLERK

2010 JUL -2 A 8:47

Patricia Hershwitzky, Ed.S.
1627 Marion Bennett Dr.
Las Vegas, NV 89106
(702) 228-3394
(702) 336-9736

July 1, 2010
Ms. Beverly K. Bridges, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101

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Sincerely,



Patricia Hershwitzky

cc: Las Vegas Department of Planning and Development

City of Las Vegas
Historic Preservation Commission
Department of Planning & Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Courtney Mooney, AICP
Historic Preservation Officer
702-229-5260

CERTIFICATE OF APPROPRIATENESS

RE: CASE # HPC-38520

This Certificate verifies that pursuant to City of Las Vegas Zoning Code Title 19.06.090:

Olympic Coast Investment, Inc., owner(s), has made application to the Historic Preservation Commission (HPC) for a Certificate of Appropriateness for work to be completed at the following location:

Address: **840 W. Bonanza Road**
APN #: **APN # 139-28-703-014**

This application has been reviewed by the HPC on **June 23, 2010** in accordance with Title 19.06.090, in accordance with Nevada Revised Statutes 384.190 to 384.200 inclusive. The following work as described in the application on file with the Department of Planning & Development, as amended at the public meeting before the HPC if applicable, has been deemed appropriate:

APPROVAL of demolition of historic Moulin Rouge casino façade and tower, guard shack and two signs including the large pylon sign to the left of the entrance of the casino property, and a smaller free-standing sign associated with a commercial property located to the right of the entrance.

The observation of work not in keeping with this certificate shall constitute due cause for the issuance of a Stop Work Order and legal action pursuant to NRS 384.190 to 384.200 inclusive.

This certificate will be in force and effect until: **June 22, 2011** unless there is a violation thereof. Please note that a permit may not be issued by the city until the completion of the appeal period which is at least ten (10) working days from the date of HPC action and can include final action by the Las Vegas City Council.

This certificate is not valid or effective until signed by the Chair of the HPC or the city of Las Vegas Historic Preservation Officer.

Chairman, City of Las Vegas Historic Preservation Commission — Date 6/24/10

Historic Preservation Officer — Date 6/24/10

Print Form | Reset Form

PLANNING & DEVELOPMENT DEPARTMENT

HISTORIC PRESERVATION COMMISSION
APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Application/Petition For: Demolition

Project Address (Location) 840 West Bonanza Road, Las Vegas, Nevada

Project Name Moulin Rouge

Assessor's Parcel(s)# 13928703014 **Ward#** 5

General Plan Designation: _____ **Existing Zoning Designation:** C-2 General Comm.

Gross Acres 5.44

Additional Information _____

PROPERTY OWNER Olympic Coast Investment, Inc.

Address 801 Second Avenue, Ste. 315

City Seattle **State** WA **Zip** 98104

E-mail Address jhoss@ocinvestment.com **Phone** 206.363.6996 **Fax** 206.440.0552

APPLICANT/REPRESENTATIVE John Hoss

Address 801 Second Avenue, Ste. 315

City Seattle **State** WA **Zip** 98104

E-mail Address jhoss@ocinvestment.com **Phone** 206.363.6996 **Fax** 206.440.0552

Property Owner Signature* _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name
John Hoss, President Olympic Coast Investment

Subscribed and sworn before me

This 11th day of June, 20 10

Christina A. Williams

Christina A. Williams
Notary Public in and for said County and State

King, County
Washington, State

CHRISTINA A. WILLIAMS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 7-29-12

FOR DEPARTMENT USE ONLY

Case #
Approved for administrative review? Yes___ No___
Project meets P&D requirements? Yes___ No___
Meeting Date:
Date Accepted:*
Accepted By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

Type of Application

☐ **Conceptual Review (recommended):** Discuss with the commission preliminary design ideas for a project. The commission will address the appropriateness of the proposal and provide helpful advice.

☐ **New Construction:** Construction of a new building, additions or garages, sheds, etc. See Title 19 Zoning Code for guidance.

☐ **Exterior Building Alteration:** Includes, but is not limited to, all exterior changes to an existing building that require a building permit, such as windows, doors, roofing, etc. See Title 19 Zoning Code for guidance.

☐ **Signage or Graphics:** Installation of a sign or graphic on a building, or on the site, or directly behind the window or on a window.

☐ **Variance or Zoning change:** Complete this application and submit a stamped copy of the variance or rezoning application filed with the city's Department of Planning and Development for the requested variances.

☒ **Demolition:** Removal of any building feature(s) or razing of any structure(s). For all demolitions, the applicant must include a written reason for the demolition, the proposed reuse of the site, evidence of funding and a time frame for project initiation. See Title 19 Zoning Code for guidance.

☐ **Lot Split**

☐ **Other:** _____

_____

_____

Work Description

Describe the proposed project in detail, including all changes to the building, site, lot or zoning. Include all features to be removed, altered and/or added. Indicate all materials to be used and the manufacturer. Attach additional sheets as needed.

Please refer to the Secretary of the Interior's Standards for Rehabilitation (below) for additional information.

Please see attached Exhibit A, Work Description.

Materials to submit with the application (as needed):

☒ **Color photos:** 35mm or digital only. Polaroids will not be accepted. Include photos of each side of the building; the site to be altered and close ups of the specific areas to be changed.

☐ **Drawings for conceptual review, new construction or graphics/signage:** Fifteen (15) complete sets, one color if applicable, must be submitted, no larger than 11" x 17". If presentation boards will be used, copies of the boards must be submitted in no larger than 11" x 17" format.

☐ **Material Samples/Manufacturer's Brochures:** material samples and brochures which show and describe the materials to be used (i.e., paint chips, brochures on doors, windows, etc).

☐ **Site Plan**: A site plan must be included for new construction, additions, site graphics, demolition, lot splits, and fencing. The plan must show property lines, all existing structures and/or landscaping in question, and their relationship to adjacent structures. Fifteen (15) copies, one color, must be submitted, no larger than 11" x 17".

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020, LVMC 16.08 and 16.31. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners to correct the violations. Today's hearing is a review regarding the status of violations from the public hearing item on August 5, 2009, review hearing on September 2, 2009, review hearing on October 7, 2009, review hearing on January 20, 2010, and review hearing on April 21, 2010.

RECOMMENDATION:
Review status of violations listed in the Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and the Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Notice and Orders to Abate Dangerous Building Demolition
4. Review Hearing Notification Letters
5. Las Vegas Fire & Rescue Report dated July 14, 2009
6. Agreement of Terms and Conditions dated August 5, 2009

City of Las Vegas

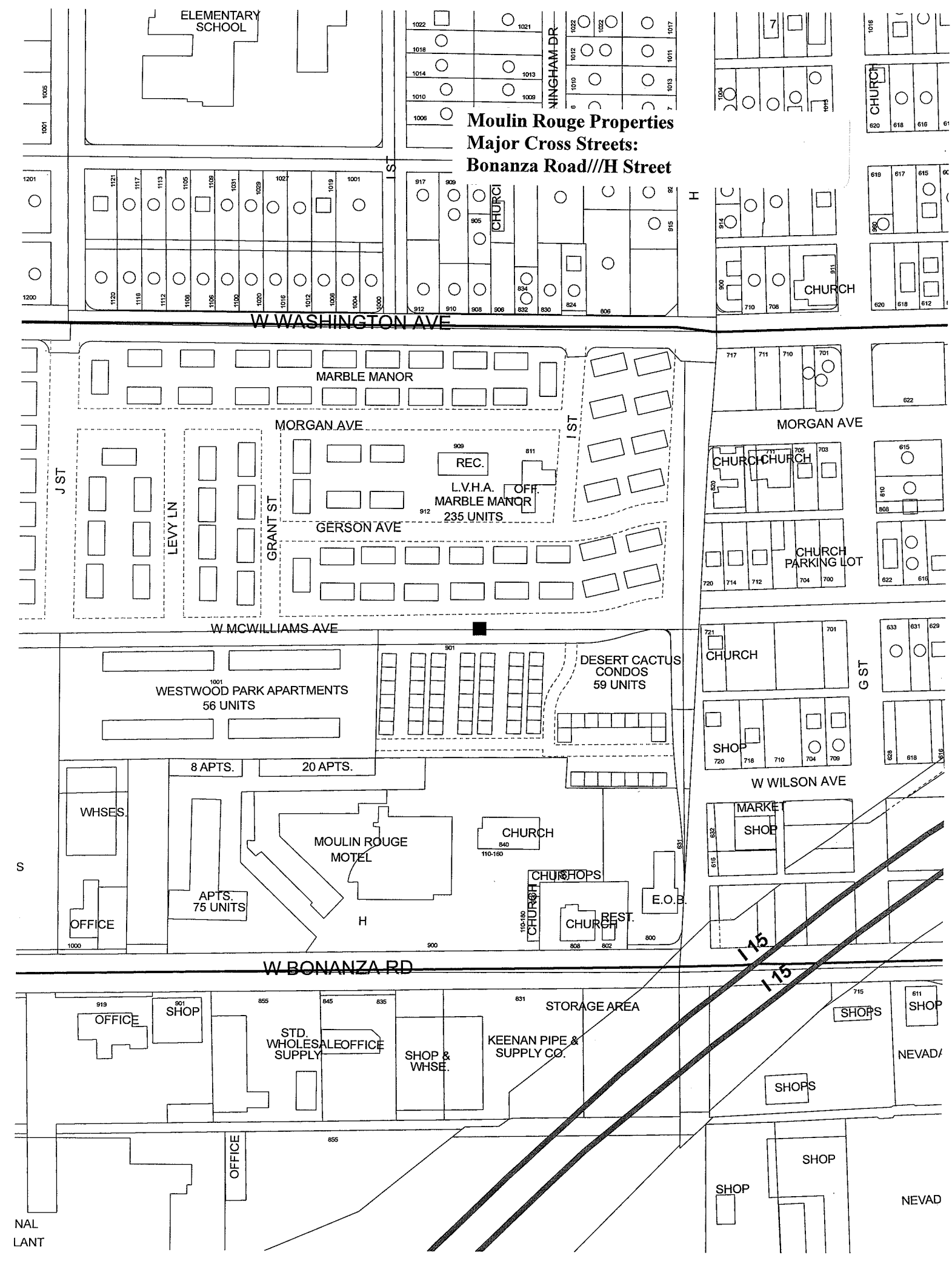
AGENDA MEMO

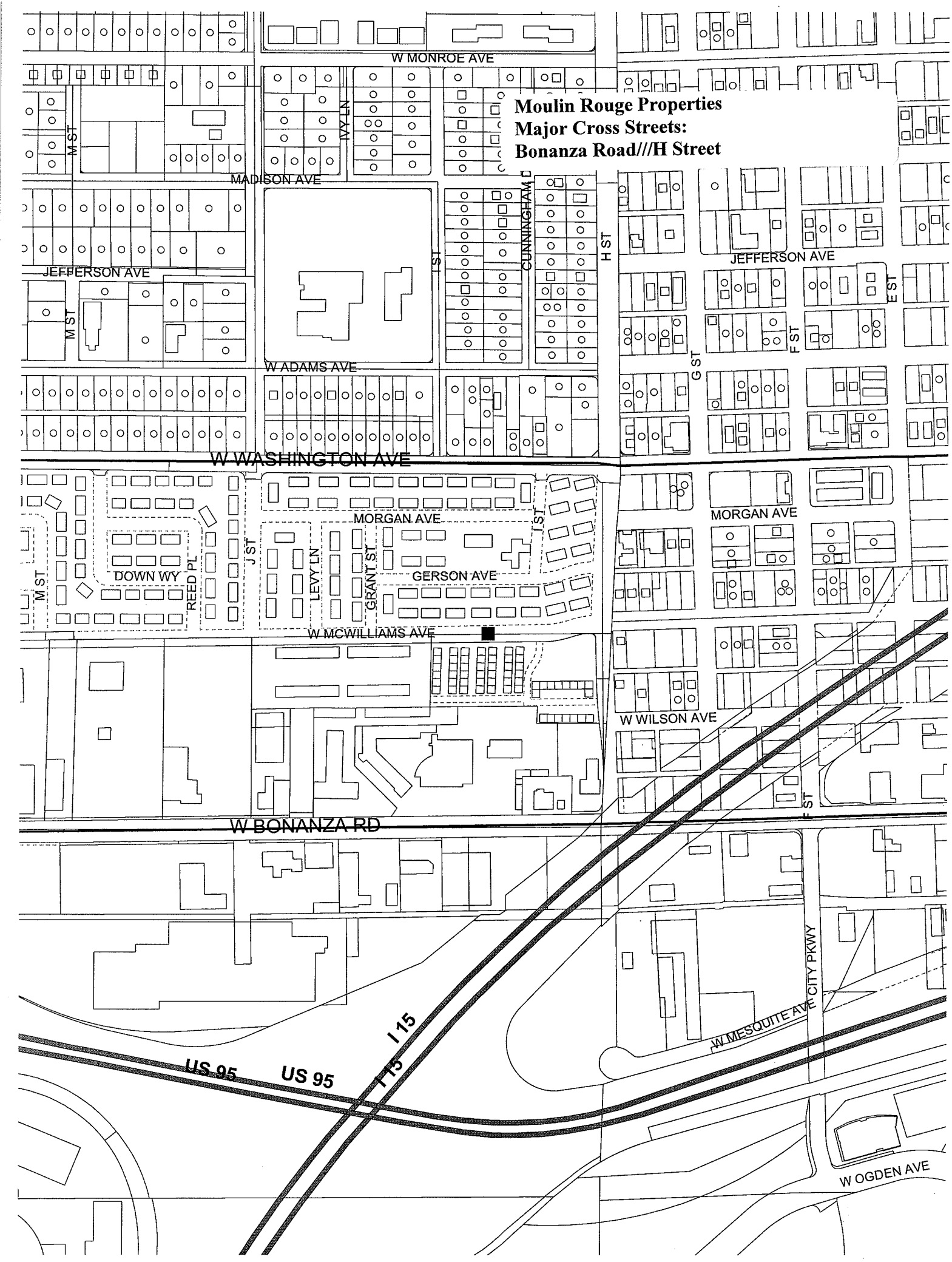
CITY COUNCIL MEETING DATE: July 21, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action regarding review for the vacant or abandoned buildings located at 901 West McWilliams Avenue Units 101-104, 106, 201-202, 205-206, 301-306, 401-406, 501-505, 601-606, 701-702, 704-706, 801-803, 806, 808-810, 902-904, 906-907, 1001 West McWilliams Avenue, 840 West Bonanza Road and 920 West Bonanza Road. PROPERTY OWNER: LAS VEGAS APARTMENT LENDERS LLC – Ward 5 (Barlow))

The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020, LVMC 16.08 and 16.31.

Notice and Orders Regarding Vacant or Abandoned Dangerous Building and Dangerous Building Demolition were mailed to the property owners by regular mail and certified mail requesting they correct the nuisance per Title 9.04 – Refuse and Waste, Weeds/Turf; LVMC 16.08 - Building/Dangerous and 16.31 - Vacant Buildings. A copy of the notice was also posted on the property.

Today's hearing is a review of the status of violations listed in Revised and Re-Recorded Notice and Order Regarding Vacant or Abandoned Dangerous Building and Revised and Re-Recorded Notice and Order to Abate Dangerous Building Demolition mailed on June 18, 2009.


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
ELEMENTARY SCHOOL
W WASHINGTON AVE
MARBLE MANOR
MORGAN AVE
GERSON AVE
REC.
L.V.H.A.
MARBLE MANOR
235 UNITS
OFF.
J ST
LEVY LN
GRANT ST
I ST
H
CHURCH
CHURCH PARKING LOT
W MCWILLIAMS AVE
WESTWOOD PARK APARTMENTS
56 UNITS
DESERT CACTUS
CONDOS
59 UNITS
8 APTS.
20 APTS.
WHSES.
MOULIN ROUGE
MOTEL
APTS.
75 UNITS
OFFICE
SHOPS
E.O.B.
REST.
G ST
SHOP
MARKET
W WILSON AVE
W BONANZA RD
I 15
STORAGE AREA
STD.
WHOLESALE
SUPPLY
OFFICE
SHOP &
WHSE.
KEENAN PIPE &
SUPPLY CO.
SHOPS
NEVAD
NAL
LANT


Moulin Rouge Properties
Major Cross Streets:
Bonanza Road///H Street
W MONROE AVE
M ST
IVY LN
MADISON AVE
JEFFERSON AVE
M ST
I ST
CUNNINGHAM
H ST
JEFFERSON AVE
E ST
F ST
G ST
W ADAMS AVE
W WASHINGTON AVE
MORGAN AVE
MORGAN AVE
I ST
J ST
M ST
DOWN WY
REED PL
LEVY LN
GRANT ST
GERSON AVE
W MCWILLIAMS AVE
W WILSON AVE
F ST
W BONANZA RD
CITY PKWY
W MESQUITE AVE
I 15
US 95
US 95
I 15
W OGDEN AVE

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003713
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-014

December 4, 2008

Case #69895
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., Suite #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code
Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

-1
7-16

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.

Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)
Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code
Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
- Insufficient operational toilet fixtures to accommodate occupants
- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

<u>Post</u>: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees

are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001383
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-014

December 4, 2008

Case #69895

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **840 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

**** Further detail of stipulating recommendations, by the Building Department, can be found in the Evaluation Report dated October 29, 2008.**

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.

(4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.

(5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

(6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

(8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

<u>Per 9.04 – Refuse and Waste</u>: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
<u>Per 9.12 – Litter (Maintain litter free)</u>: Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.

Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Closure of 840 Bonanza due to significant health hazards are as follows:

- Severe plumbing problems causing sewer backup
- Insufficient operational toilet fixtures to accommodate occupants
- Severe pest infestation problems throughtout property
- Lack of proper heating and cooling equipment due to inoperable equipment condition.
- Insufficient mattresses and box springs maintained in proper condition
- Uncontrolled feral cat and dog population on property
- Structural disrepair throughout property (i.e., broken windows, doors, stairs, ceilings and flooring)
- Swimming pool closure from mechanical disrepair of pools filtration system.

<u>Post</u>: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

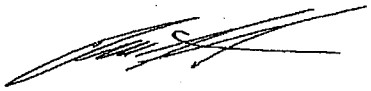
1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or

$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

14

20081016-0001788

Fee: $17.00
N/C Fee: $0.00
10/16/2008 09:36:40
T20080246615
Requestor:
LAS VEGAS CITY
Debbie Conway BRT
Clark County Recorder Pgs: 4

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(4)

APN: 139-28-703-014

October 10, 2008

Case #69895

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **840 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-014,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **commercial hotels located at 840 W Bonanza Rd.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, cinder block, concrete chunks, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- Board one or more buildings on the property, the building(s) being identified as commercial hotels located at 840 W Bonanza Rd.

- Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as commercial hotels located at 840 W Bonanza Rd.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to
the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

**LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be
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The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulin Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003711
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

December 4, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

<u>Per 9.04 – Refuse and Waste</u>: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
<u>Per 9.12 – Litter (Maintain litter free)</u>: Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
<u>Per 9.12 – Outside Storage</u>: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 - Unsafe Structures and Equipment – Conditions.
Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)

Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.
Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 920 Bonanza – Desert Breeze 1 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001381
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

December 4, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **920 W. Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

(12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

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<u>Per 9.12 – Outside Storage</u>: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 - Unsafe Structures and Equipment – Conditions.
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faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

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Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand

($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/30/2008 12:36:26 T20080263975
Book/Instr: 20081030-0003215
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-013

October 21, 2008

Case #69644

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **920 W Bonanza Rd., Las Vegas, NV, Parcel # 139-28-703-013,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **commercial motels located at 920 W Bonanza Rd.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, metal, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 9.04 – Dead Vegetation: Remove all dead trees, plants or other vegetation from all areas of property to prevent fire hazard or threat to health and safety to the public.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as commercial motels located at 920 W Bonanza Rd.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as commercial motels located at 920 W Bonanza Rd.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003712
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

December 4, 2008

Case #69582
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code

Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

21
1-10

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)
Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (16) – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(16) Wherever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exists, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code
Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 1001 McWilliams Ave. – Desert Breeze 2 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or

$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc: Olympic Coast Investment, Inc.
Attn: Mr. John Hoss
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
12/08/2008 09:34:52 T20080302214
Book/Instr: 20081208-0001380
Notice Page Count: 6
Fees: $19.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

December 4, 2008

Case #69582

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W. Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER TO ABATE DANGEROUS BUILDING/DEMOLITION

You are hereby notified as recorded owner(s) of the property located at **1001 W. Mc Williams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** the structure(s) has been found to be a public nuisance as defined in the Uniform Code of Abatement of Dangerous Buildings, 1994 Edition, Section 202, and is also dangerous building under 302 of the same code.

The building(s) is deemed to be a dangerous building under Section 302 for the following reasons:

Violations supporting demolition by City of Las Vegas Building Safety Department:

LVMC 16.01.010 (A) – 2006 International Building Code
Section 115.1 – Unsafe Structures and Equipment Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute afire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section, A vacant structure that is not secured against entry shall be deemed unsafe.

Violations supporting demolition by City of Las Vegas Neighborhood Response:

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 – Dangerous Building.
For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:

(9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used. a deleterious effect on the values of neighboring properties.

(12) Whenever the building or structure has been so damaged by fire, wind earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

(13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

(14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent or if any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

(17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 or the Las Vegas Municipal Code, or as amended from time to time.

(18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

(19) Whenever any building or structure, or any portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties.

Per 9.04 – Refuse and Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code.
Per 9.12 – Litter (Maintain litter free): Remove all trash, litter, paper, cans, bags, etc. and maintain litter free on a consistent basis.
Per 9.12 – Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code.

9.04 – Imminent Hazard:

Violations supporting demolition by City of Las Vegas Fire Prevention:

LVMC 16.16.010 (A) – 2003 National Fire Protection Agency 1 – (NFPA-1)
Section 10.14.1 – Vacant Buildings and Premises.
Every person owning or having charge or control of any vacant building or premises shall remove all combustible storage, waste, refuse, and vegetation and shall lock, barricade, or otherwise secure all windows, doors, and other openings to prohibit entry by unauthorized persons.

Section 12.3.2.1 – Maintenance of Fire-Resistive Construction.
Required fire-resistive construction, including fire barriers, fire walls, exterior walls due to location on property, fire-resistive requirements based on type of construction, draft-stop partitions, and roof coverings, shall be maintained and shall be properly repaired, restored, or replaced where damaged, altered, breached, penetrated, removed, or improperly installed.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings
Section 302 (16) – Dangerous Building.
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Violations supporting demolition by Southern Nevada Health District:

LVMC 16.20.010 – 2004 Uniform Housing Code

Section 401 (3, 7, 8) - Definitions – Nuisance
The following shall be defined as nuisances:
(3) Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
(7) Uncleanliness, as determined by the health officer.
(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

LVMC 16.08.010 – 2004 Uniform Code for the Abatement of Dangerous Buildings

Section 302 (15) – Dangerous Building.

For the purpose of this code, any building which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered:
(15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

Findings of 1001 McWilliams Ave. – Desert Breeze 2 by Southern Nevada Health Officer are as follows:

- Severe pest problems
- Plumbing issues in both kitchen and bathroom areas
- Insufficient hot water

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact code enforcement Inspector #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or

$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

cc:

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Dale L. Scott
900 W. Bonanza Rd.
Las Vegas, NV 89106

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/16/2008 09:36:40 T20080246615
Book/Instr: 20081016-0001789
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-703-005

October 10, 2008

Case #69582

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **1001 W McWilliams Ave., Las Vegas, NV, Parcel # 139-28-703-005,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential apartments dwelling located at 1001 W McWilliams Ave.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, metal, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications - attached.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as residential apartments dwelling located at 1001 W McWilliams Ave.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as residential apartments located at 1001 W McWilliams Ave.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003703
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-054

September 29, 2008

Case #69326

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #902.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and; upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

16

20081002-0004755

Fee: $17.00
N/C Fee: $0.00
10/02/2008 14:54:55
T20080232768
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 4

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(4)

APN: 139-28-711-054

September 29, 2008

Case #69326

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #902, Las Vegas, NV, Parcel # 139-28-711-054,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #902.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #902.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003704
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-055

September 29, 2008

Case #69327

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #903, Las Vegas, NV, Parcel # 139-28-711-055,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #903.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE . STEVE WOLFSON . LOIS TARKANIAN
STEVEN D. ROSS . RICKI Y. BARLOW . STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS . 400 STEWART AVENUE . LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 . FAX 702.598.3938 . TDD 702.302.3045 . www.lasvegasnevada.gov

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

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A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

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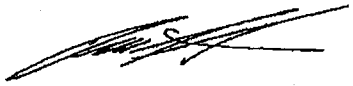
Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004754
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-055

September 29, 2008

Case #69327

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #903, Las Vegas, NV, Parcel # 139-28-711-055,** as follows:

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Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

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Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
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MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

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- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #903.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

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2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003705
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-056

September 29, 2008

Case #69328

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #904, Las Vegas, NV, Parcel # 139-28-711-056,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #904.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #904.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #904.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004753
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-056

September 29, 2008

Case #69328

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #904, Las Vegas, NV, Parcel # 139-28-711-056,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #904.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #904.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #904.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003706
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-058

September 29, 2008

Case #69329

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #906.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: **Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.**

Post: **No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.**

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Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

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A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
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City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
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10/02/2008 14:54:55 T20080232768
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Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-058

September 29, 2008

Case #69329

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #906, Las Vegas, NV, Parcel # 139-28-711-058,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #906.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**
- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #906.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
06/22/2009 14:14:17 T20090216831
Book/Instr: 20090622-0003707
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-059

September 26, 2008

Case #69322

Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders, LLC
801 Second Ave., #315
Seattle, WA 98104

REVISED and RE-RECORDED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #907, Las Vegas, NV, Parcel # 139-28-711-059,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #907.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

7-16

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance,

drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Olympic Coast Investment, Inc.
801 Second Ave., - Ste. 315
Seattle, WA 98104

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
10/02/2008 14:54:55 T20080232768
Book/Instr: 20081002-0004751
Notice Page Count: 4
Fees: $17.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-28-711-059

September 26, 2008

Case #69322

Certified/Regular Mail
Return Receipt Requested

Moulin Rouge Properties, LLC
800 W Bonanza Rd.
Las Vegas, NV 89106-3525

NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **901 W McWilliams Ave. - #907, Las Vegas, NV, Parcel # 139-28-711-059,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential townhouse located at 901 W McWilliams Ave. - #907.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, etc., to include rear of building.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards, to include dead bushes and trees.

Per 16.08 Building/Dangerous: Secure all structures to CLV specifications (attached).

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant or abandoned buildings on this property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to demolish; rehabilitate, maintain, or reestablish lawful occupancy of the building(s), or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the buildings; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore vacant or abandoned building(s), plans to demolish, rehabilitate, and to maintain the property so as to remove the negative impact on surrounding properties;

A detailed scope of the rehabilitation work to be performed, a timeline for the work, and a set of plans for the work that have been approved by the Department of Building and Safety; and

A detailed landscape plan showing grass, shrubs and trees that conform to the landscape of surrounding properties, or low-maintenance, drought-resistant xeriscape, including such items as desert plants and decorative rock.

- **Board one or more buildings on the property, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a residential townhouse located at 901 W McWilliams Ave. - #907.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

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2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacan & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

cc: Chauncey Moore
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
Attn: Dale L. Scott
800 W. Bonanza Rd.
Las Vegas, NV 89106

Rod Bickerstaff
900 W. Bonanza Rd.
Las Vegas, NV 89106

Moulan Rouge Development Corp.
800 W. Bonanza Rd.
Las Vegas, NV 89106

Matthew Rexroad
8100 W. Sahara Ave. – Suite 200
Las Vegas, NV 89117

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

July 8, 2010

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #79 was approved for a review hearing. The hearing will be scheduled to be heard on **July 21, 2010**. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

May 18, 2010

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: ***Revised Notification Letter*** *- 901 and 1001 West McWilliams Avenue*
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #79 was approved for a review hearing. The hearing will be scheduled to be heard on **June 16, 2010**. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

May 17, 2010

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001 West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #79 was approved for a review hearing. The hearing will be scheduled to be heard on June 2, 2010. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
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RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

April 9, 2010

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001 West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on January 20, 2010, Agenda Item #67 was approved for a review hearing. The hearing will be scheduled to be heard on April 21, 2010. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

December 31, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on October 7, 2009, Agenda Item #76 was approved for a review hearing. The hearing will be scheduled to be heard on January 20, 2010. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:ld

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
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www.lasvegasnevada.gov

September 9, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on September 2, 2009, Agenda Item #40 was approved for a final review hearing. The hearing will be scheduled to be heard on October 7, 2009. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:jl

LAS VEGAS CITY COUNCIL

MAYOR
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

August 13, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 and 1001West McWilliams Avenue
840 and 920 West Bonanza Road

Dear Property Owner:

At the City Council meeting held on August 5, 2009, Agenda Items #66 and #67 were approved for a review hearing. The hearing will be scheduled to be heard on September 2, 2009. This will be a review regarding status of violations for the properties listed above.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:jl

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382-3901
TTY 702 386.3045
www.lasvegasnevada.gov

July 16, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 West McWilliams Avenue and 1001 West McWilliams Avenue

Dear Property Owner:

At the City Council meeting held on July 15, 2009, Agenda Item #47 was held in abeyance and is now scheduled to be heard for hearing on August 5, 2009. This will be to recover costs for the emergency boarding and other fees assessed for inspections of the properties.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Moulin Rouge Properties, LLC, 800 W. Bonanza Road, Las Vegas, NV 89106-3525

Jory P. Shoell, Esq. Snell & Wilmer, 3883 Howard Hughes Parkway #1100, Las Vegas, NV 89169

DSS:jl

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

June 18, 2009

Multiple Cases
Certified/Regular Mail
Return Receipt Requested

Las Vegas Apartment Lenders LLC
801 Second Ave #315
Seattle, WA 98104-1512

RE: 901 West McWilliams Avenue and 1001 West McWilliams Avenue

Dear Property Owner:

At the City Council meeting held on May 20, 2009, Agenda Item #56 was held in abeyance and is now scheduled to be heard for hearing on July 15, 2009. This will be to recover costs for the emergency boarding and other fees assessed for inspection of the properties.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Las Vegas Apartment Lenders LLC, John Hoss, Olympic Coast Investment, Inc., 801 Second Ave, Ste 315, Seattle, WA 98104-1512

Moulin Rouge Properties, LLC, 800 W. Bonanza Road, Las Vegas, NV 89106-3525

DSS:jl

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

Las Vegas Fire & Rescue
Fire Prevention Division

July 14, 2009

The current Risk Assessment has been established for the Moulin Rouge and surrounding adjacent property including addresses.

840 W. Bonanza
900 W. Bonanza
920 W. Bonanza
901 W. Mc Williams
1001 W. McWilliams
1100 W Mc Williams

General overall site status:

The gate nearest to the 840 / 900 W. bonanza address (South/East entrance) is open and not secured allowing free access. The West side of the (casino/tower sign) remaining building is open and accessible. The 840 / 900 building (hotel) is accessible with broken windows, removed doors, combustible materials present on the inside and outside of the building. Empty swimming pool is not covered or secured. Partially damaged and remaining buildings at 920 W. Bonanza Apartment buildings (North/West) are open and accessible for vagrants and or trespassers. Rear access to the site from W. McWilliams locked and inaccessible gate at this time. Two trailers are present behind the 840 / 900 address on site. There is carpet, furniture, removed electrical equipment, and air conditioning units present in this area to the property line to the Treeline senior condos/apartments (901 W. McWilliams accessible from H Street or Mc Williams)

Primary Hazard: Dangerous site conditions, limited access onto site, limited site security. There is a single guard, no appearance of roving unless someone appears on property.

Recommendation for site: Secure, provide additional; roving guards, secure all access points, remove all combustible materials from site.

840 and 900 W. Bonanza

Current Condition:

The posted building address as 900 W. Bonanza includes the tower sign and what remains of the casino facility. (CLV interactive map reflects as 840 W. Bonanza). Only the 40' tower sign is in place with structural support devices holding up what remains of the casino and the sign structure. The supports were placed into service as a result of a fire in 2003 that consumed the entire casino complex. This section of the building is open, not secure. The stand alone 840 W. Bonanza building is not secure with electrical and mechanical equipment removed.

Address has had Five emergency medical responses documented to this location as recent as 2008.

Primary Hazard: Collapse possible due to previous fires, asbestos material may be present in what remains of the remaining structure, additional hazard to emergency response staff to presumed vacant building.

Recommendation: Demo entire group of buildings, remove empty swimming pool.

920 W. Bonanza

Current Condition: This address consists of four standalone 2 story buildings. The first building facing W. bonanza and the second running North/South were most recently converted to apartment buildings. Both buildings are accessible, with major rehab and demo work started. This has left the buildings with no windows, doors, electrical equipment, or mechanical equipment.

Address had single response 04/06/2008. Buildings were vacant at the time.

Primary Hazard: Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

920 W. Bonanza (cont).

Current Condition: These are the two remaining 2 story buildings at the North of the complex running East / West. Buildings are unsecure with broken glass, mechanical and electrical equipment removed and visible damage to both buildings.

Primary Hazard: Fire and safety hazards as the units not secure and open to the environment. Possible asbestos material present, safety risk to responding personnel as a result of building and site condition.

Recommendation: Confirm no existence of asbestos and demo entire group of buildings.

1001 W. Mc Williams

Current Condition: Buildings appear to be vacant at this time. Buildings are boarded up with no outward signs of vagrants entering buildings. Site has limited access.

Address has had no reported fire or emergency responses reported.

Primary Hazard: As no site security is present the chance of fire as a result of intentionally set fire is high. Site has substantial amount of combustible material and plants in the center courtyard and surrounding areas.

Recommendation: Secure site, allow approved access to 840, 900, 920 W. bonanza and 901 W. McWilliams locations, remove all combustible material and provide additional security.

901 W. Mc Williams

Current Condition: Two groups of single story buildings. The units designated as "Treeline Senior Condos" (closest to H Street) appear to only have approximately ½ of the units occupied, others are boarded and secured. Limited access only from H Street. Secondary access is through 1001 W. McWilliams location. Secondary emergency access gate is locked and secured. Available water supply is on West side of locked gate and not accessible for use in the event of fire in occupied units to East.

Primary Hazard: Fire hazard, delay in emergency response due to limited access. Substantial fire loss as a result of limited available water supply. Site has substantial fire loading due to no maintenance of landscaping.

Recommendation: Secure site and provide additional roving security, provide approved access to fire hydrants.

The second group of single story apartment buildings to the West of the Condo buildings appears to have partial occupancy at this time. Access is a single opening from W. McWilliams. Numerous locations have broken windows and have the appearance of been vandalized.

Primary Hazard: Fire hazard, delay in emergency response due to limited access.

Address had eleven Emergency medical calls and four fire responses documented in the last two years.

Recommendation: Open additional emergency response access, remove all combustible material form unoccupied units, and provide address numbers for emergency response.

AGREEMENT

The City of Las Vegas (the "*City*"), on the one hand, and Las Vegas Apartment Lenders, L.L.C., a Washington limited liability company ("*LVAL*") and Olympic Coast Investment, Inc., a Washington corporation ("*OCI*," and together with LVAL, the "*Owners*"), on the other, enter into this Agreement as of August 5, 2009 (the "*Effective Date*") and agree to the terms and conditions set forth below. The City and the Owners are sometimes referred to as a "*Party*" and together as the "*Parties*."

RECITALS

A. On or about November 20, 2006, OCI loaned funds to Moulin Rouge Properties, LLC, a Nevada limited liability company ("*Borrower*") to purchase the real property described in attached **Exhibit A** (the "*OCI Property*"). That loan was secured by a Deed of Trust dated November 20, 2006 and recorded against the OCI Property on or about November 27, 2006, in Book 20061127 as Instrument No. 0001126 in the Office of the County Recorder of Clark County, State of Nevada (the "*Official Records*").

B. On or about January 29, 2007, LVAL loaned funds to Borrower to purchase the real property described in attached **Exhibit B** (the "*LVAL Property*"). That loan was secured by a Deed of Trust dated January 29, 2007 and recorded against the LVAL Property on or about February 2, 2007, in Book 20070202 as Instrument No. 0002668 in the Official Records.

C. Borrower defaulted on both of the loans and OCI and LVAL initiated foreclosure proceedings in accordance with Nevada law and the Deeds of Trust.

D. On May 5, 2009, at a public foreclosure sale, OCI and LVAL credit bid the amount due under their respective loans, were the high-bidders, and took title to their respective Properties by Trustee's Deed Upon Sale.

E. On or about July 2, 2009, LVAL and OCI received a letter from the City (the "*City's Letter*") informing LVAL of, among other matters, (i) several notices and orders relating to violations or alleged violations of the Las Vegas Municipal Code (the "*Code*") previously submitted to Borrower, and of the recent re-recording of the notices and orders against the Properties in the Official Records (references to the specific notices and orders are set forth in the attached **Exhibit C** and are referred to in this Agreement as the "*Notices*"), (ii) of the City's abatement efforts with respect to certain condominium buildings located on the LVAL Property (the "*Treeline Condominiums*,") and (iii) of a pending hearing to be conducted before the City Council on July 15, 2009 (the "*Initial Hearing*").

F. Immediately upon receipt of the City's Letter, representatives of LVAL and OCI contacted the City to discuss the City's Letter, the Notices and the Initial Hearing.

G. On or about July 8, 2009, and pursuant to Code, LVAL and OCI filed a Notice of Appeal with the City Clerk, appealing the Notices.

H. To afford more time for resolving matters related to the Notices, the City and the Owners agreed to an abeyance of hearing of the Notices at the Initial Hearing to August 5, 2009.

I. It is the understanding of the Owners and the City that the Owners do not intend to develop or hold the Properties as a long-term investment, but rather, that the Owners are actively looking for and pursuing opportunities to sell the Properties to a developer or long-term investor (a "*Developer*").

J. With this understanding, the Owners and the City have reached an agreement with respect to the violations or alleged violations of the Code as identified in the Notices and other matters related thereto, as further set forth below.

AGREEMENT

The Owners and the City agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into this Agreement.

2. Obligations Relating to the Properties.

A. OCI Property.

(i) The Bell Tower. OCI shall obtain the opinion of a structural engineer, mutually acceptable to the City and OCI (the "*Engineer*"), to evaluate the structural soundness of the bell tower and the structure immediately attached to such bell tower (the "*Bell Tower*"), located on that portion of the OCI Property commonly known as 840 West Bonanza Road. OCI and the City specifically agree that the Engineer shall not take into account (a) the effects of an earthquake in determining the steps needed to prevent the collapse of the Bell Tower or (b) any work needed to make the Bell Tower habitable. The Engineer shall be advised of the foregoing items (a) and (b) by the City and OCI prior obtaining the Engineers recommendations. OCI shall take such steps, as recommended by the Engineer, to prevent the Bell Tower from collapsing. The recommendations of the Engineer and the steps necessary to prevent the Bell Tower from collapsing shall be completed no later than September 30, 2009; ***provided, however***, that if the implementation of the recommendations of the Engineer would reasonably take longer than September 30, 2009, OCI shall have such additional time to complete the recommendations so long as it has begun the work necessary to meet such recommendations and diligently prosecutes them to completion.

(ii) The Pool. OCI agrees to completely fill the emptied pool located on the OCI Property with dirt no later than August 31, 2009.

B. LVAL Property.

(i) Lien for Abatement Costs. The City will record a lien against the LVAL Property for $46,613.60 for abatement activities related to the Treeline Condominiums (the "*Abatement Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Abatement Lien, and that the City shall be paid for the Abatement Lien at the time of the sale of the LVAL Property to a Developer, at which time, the City shall assign its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien as against the OCI Property and the LVAL Property.

(ii) Treeline Condominiums Substandard. The City shall duly notice and record documentation related to the condemnation of Buildings 1 through 8 of the Treeline Condominiums known commonly as 901 West McWilliams (the "*Substandard Buildings*") as soon as practicable based on the City's determination that the Substandard Buildings are substandard and must, therefore, be demolished; ***provided, however***, that the City shall not take action to demolish or cause the demolition of the Substandard Buildings if (a) a tenant or resident is in legal or physical possession of a unit within the Substandard Buildings, or (b) no tenants or residents of a Substandard Building are in legal or physical possession of a unit within a Substandard Building, and LVAL has initiated reasonable steps to board the vacated units (such units to be boarded consistent with the requirements of ***Section C.*** below, except for the time frame required therein) and completes such boarding activities within a reasonable time. As used in the foregoing sentence, "*reasonable steps*" shall mean that the City has full authority to authorize LVAL to board the vacated units, even if not owned by LVAL, and the City has provided LVAL with written notice of such authority, including granting LVAL ten business days to commence boarding of the vacated units after the giving of such written notice. Notwithstanding anything in this *subsection (ii)* to the contrary, the City shall not be entitled to demolish or cause the demolition of the Substandard Buildings if the City has not obtained the authorization for LVAL to board the vacated units. To the extent LVAL is authorized by the City to board such vacant units and LVAL proceeds to board the units, the City agrees to indemnify, defend and hold LVAL harmless for and from any damages, liabilities, actions, suits, claims, costs or attorney's fees incurred in connection with or relating to the boarding of such vacant units. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement.

(iii) Substandard Designation. The Parties acknowledge that the City anticipates recording substandard and vacate notices and vacating the units located in the Substandard Buildings. The Owners agree not to contest the designation of the Substandard Buildings as substandard, or the vacation of the units, so long as all of the owners of other units within the Substandard Buildings are required to bear their proportionate share of any costs, penalties, or fees associated with the designation of the Substandard Buildings as substandard and the vacation of the units.

C. Both Properties.

(i) Boarding. The Owners of the Properties agree to board to the City's specifications, which have previously been provided to OCI and LVAL, all windows and doors of those buildings located on the Properties (the "*Buildings*") on all levels no later than August 31, 2009. The City acknowledges that Owners have already contracted with a contractor who is currently boarding windows and doors on the Buildings and that the City's inspectors have been on-site to observe the boarding activities of the contractor. The City agrees that the materials and methods being used in connection with such boarding activities comply in all respects with the Code and the specifications required by the City.

(ii) Lien for Administrative Costs. The City will record a lien against the Properties for $8,800 relating to administrative costs and inspection fees for the Notices (the "*Administrative Costs Lien*"). The City agrees it shall take no action to foreclose on or otherwise enforce the Administrative Costs Lien, and that the City shall be paid the Administrative Costs Lien at the time of the sale of the Properties to a Developer, at which time, the City shall assign

its related claims against Borrower to the Owners, and shall execute and record a release of the Administrative Costs Lien; ***provided, however***, that if the OCI Property or the LVAL Property are sold at different times, one-half of the Administrative Costs Lien shall be paid and assigned at the time of such sale and from the proceeds of such sale and the City shall execute and record a release of the Administrative Costs Lien as to the Properties sold and an amendment to the remaining Administrative Costs Lien acknowledging its reduction to $4,400.

(iii) Trash and Debris Removal. The Owners shall abate the following existing nuisance issues on the Property which constitute a fire hazard: removal of high/dead vegetation, debris/trash removal, and debris located within the Buildings (e.g., mattresses, furniture, and trash, located inside a vacant unit). The City acknowledges that the Owners have already contracted with a contractor who is currently abating such existing nuisances on the Properties and that the City's inspectors have been on-site to observe such abatement activities of the contractor. The City agrees that the methods being used and the clean-up activities being conducted comply in all respects with the Code and the specifications required by the City, and that provided such clean-up activities are carried out consistently throughout the Properties, such existing nuisance issues shall be deemed cured, including any Notices related to such nuisance issues.

(iv) Security. The Owners shall continue to maintain 24-hour/7-day security personnel on the Properties and shall keep the Properties securely fenced and locked against intrusion for the period of its or any of its subsidiaries' ownership.

3. Civil Penalties. The civil penalties accruing in connection with the uncured Notices, in the amount of $1,437,000 as of [ ], shall continue to accrue in accordance with applicable laws and regulations; ***provided, however***, that the civil penalties shall stop accruing and shall be deemed waived by the City upon satisfaction of the obligations set forth in ***Section 2*** above; ***and, provided, further,*** that notwithstanding the foregoing language indentifying the continuing accrual of civil penalties, for those civil penalties relating to a violation set forth in a specific Notice, such civil penalties shall stop accruing on the earlier of (i) the date that the violation cited under such Notice is cured, or (ii) the date that an obligation relating to the Properties, as set forth in ***Section 2*** above, is satisfied. Upon satisfaction of the aforementioned conditions for abatement and waiver of the civil penalties as against the Owners, the OCI Property and the LVAL Property, the City shall assign to the Owners any related civil penalty claims the City may have against Borrower.

4. Interim Review. The Owners (or the then current owners) shall come before the City on September 2, 2009 to evaluate the progress made in connection with obligations set forth in ***Section 2*** (the "*Interim Review*"). The City agrees to provide notice of such hearing to the Owners at the addresses specified herein and, if the ownership has changed, to the then current owners of the Properties.

5. Final Review. The Owners (or the then current owners) shall come before the City on October 7, 2009 to perform a final review of the obligations set forth in ***Section 2*** (the "*Final Review*") and the extent to which the Owners have met or satisfied the obligations set forth in this Agreement.

6. Outstanding Violations. The Owners and City acknowledge and agree that this Agreement is entered into for the purpose of resolving all outstanding violations of the Code with respect to the Properties. The Owners and City agree that upon the Owners' satisfaction of their obligations in connection with this Agreement all Notices and violations of the Code (whether referenced in a Notice or not) with respect to the Properties as of the Effective Date (collectively, the "*Current Violations*") shall be deemed satisfied and resolved to the City's full and complete satisfaction and that the Owners and the Properties shall thereafter be deemed fully and completely released from the Current Violations and the effects thereof, including any costs, penalties (including the civil penalties), fees, or charges related thereto.

7. Notification under this Agreement.

A. Addresses. All notices, demands, requests, directions and other communications (collectively, "***Notices***") required or expressly authorized to be made in this Agreement will be written and addressed (a) if to Owners, to the address set forth for Owners below or such other address as shall be notified in writing to the City after the date hereof; and (b) if to the City, at the address set forth for the City below. Notices may be given by overnight delivery service, freight prepaid; or by U.S. mail, postage paid and sent certified, return receipt requested. Electronic transmission (such as facsimile transmission or email) is not an acceptable manner for the giving of any Notice.

Owners' Address:	Olympic Coast Investment, Inc. (or Las Vegas Apartment Lenders, LLC, as applicable) c/o John Hoss 801 Second Ave., Ste. 315 Seattle, WA 98104-1512
With a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Beneficial Tower Salt Lake City, Utah 84101 Attention: David E. Leta, Esq.
The City:	City of Las Vegas Office of the City Attorney 400 Stewart Avenue, Ninth Floor Las Vegas, Nevada 89101-2986

B. Effectiveness. Notices given as described above shall be effective and be deemed to have been received (i) one business day after delivery to an overnight delivery service, if the Notice is given by overnight delivery service; and (ii) five business days following deposit in the U.S. mail, if the Notice is given by U.S. mail and sent certified, return receipt requested.

8. Assignability. The Owners may freely assign their respective obligations in connection with this Agreement to any affiliate or subsidiary of Owners; ***provided, however***, in the event of any assignment to a third-party, the Owners may only assign this Agreement if the third-party is taking title to one of the Properties. Upon the assignment of this Agreement, the Owner assigning its rights and obligations in connection with this Agreement shall provide evidence thereof to the City in writing, which assignment shall require the assumption by the

assignee of all rights and obligations in connection with this Agreement. Upon delivery of the effective assignment and assumption agreement to the City, and the assignee's meeting with the City to confirm outstanding obligations in connection with this Agreement (which meeting shall occur prior to the transfer of the real property), the assigning Owner shall be deemed released from its obligations in connection with this Agreement.

9. Good Faith and Cooperation.

The Parties shall cooperate with each other and provide all documentation and other items as may reasonably be required to carry into effect the provisions of this Agreement.

10. Representations and Warranties of the Parties.

The Parties hereby represent and warrant the individuals executing this Agreement have the full right and authority to enter into this Agreement on behalf of the Parties, and the full right and authority to fully bind the Parties to the terms and obligations of this Agreement.

11. Law.

The validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

12. Attorneys' Fees.

In any action or proceeding arising out of this Agreement or the enforcement or interpretation thereof, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees, and litigation costs incurred in such action or proceeding.

13. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; ***provided, however***, that any assignment of this Agreement shall be consistent with ***Section 8*** above.

14. Severability.

If any provision of this Agreement is declared to be illegal, unenforceable or void, the remainder of this Agreement shall be enforced to the extent permitted by law, and the illegal, unenforceable or void provision shall be replaced with a mutually acceptable provision which comes closest to the intention of the Parties underlying the original provision.

15. Counterparts.

This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document. Furthermore, the acceptance by any Party to the terms of this Agreement may be evidenced by a facsimile or electronic transmission of a Party's signature.

{Signatures follow on the next page.}

IN WITNESS WHEREOF, the Parties are executing this Agreement as of the Effective Date.

THE OWNERS:

LAS VEGAS APARTMENT LENDERS, L.L.C., a Washington limited liability company

By: _____

Printed Name: _____

Its: _____

OLYMPIC COAST INVESTMENT, INC., a Washington corporation

By: _____

Printed Name: _____

Its: _____

THE CITY:

City of Las Vegas

By: BRADFORD R. JERBIC

Title: City Attorney

By: _____

HEIDI ALMASE
Deputy City Attorney
Nevada Bar No. 7839
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

EXHIBIT A

Legal Description of the OCI Property

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the attached.

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER (SE COR.) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 28 AS SHOWN ON RECORD OF SURVEY MAP FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA THENCE NORTH 02°50'40" EAST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHEAST CORNER (SE COR.) OF THAT CERTAIN PARCEL OF LAND CONVEYED TO WALLACE THEREON PETERSON ET UX, BY DEED RECORDED OCTOBER 11, 1944 AS DOCUMENT NO. 187391 OF SAID COUNTY RECORDS, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 492.86 FEET; THENCE NORTH 44°18'00" EAST, A DISTANCE OF 40.65 FEET; THENCE NORTH 45°42'00" WEST, A DISTANCE OF 226.02 FEET; THENCE NORTH 01°24'00" EAST, A DISTANCE OF 146.30 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 384.43 FEET; THENCE NORTH 00°42'00" WEST, A DISTANCE OF 66.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVVEYED TO DOUGLAS SPENCER AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 295.27 FEET; THENCE SOUTH 01°24'00" WEST, A DISTANCE OF 66.68 FEET; THENCE NORTH 89°18'00" EAST, A DISTANCE OF 72.00 FEET TO A POINT LYING 150.00 FEET WEST OF THE WEST LINE OF "H" STREET AS DESCRIBED IN THE DEED BETWEEN LEROY CORPORATION AND THE CITY OF LAS VEGAS, RECORDED JUNE 21, 1963 AS DOCUMENT NO. 366484 OF OFFICIAL RECORDS; THENC SOUTH 01°24'30" EAST ALONG A LINE PARALLEL WITH AND DISTANT 150.00 FEET FROM THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED "H" STREET, A DISTANCE OF 194.80 FEET; THENCE SOUTH 89°18'00" WEST ALONG THE LINE PARALLEL WITH AND DISTANCE 140.00 FEET FROM THE NORTH RIGHT-OF-WAY LINE OF BONANZA ROAD, A DISTANCE OF 140.82 FEET TO THE

NORTHEAST CORNER (NE COR.) OF THE AFOREMENTIONED PARCEL OF LAND CONVEYED BY DOCUMENT NO. 187391; THENCE SOUTH 00°42'00" EAST ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the LVAL Property

The real property and improvements located in Las Vegas, Clark County, Nevada, described in the
attached.

PARCEL II

THAT PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST,M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, AS SHOWN ON RECORD OF SURVEY MAP, FILE 3, PAGE 44 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA; THENCE NORTH 02°50'40" EAST, ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 50.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD; THENCE SOUTH 89°18'00" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 792.86 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°18'00" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BONANZA ROAD, A DISTANCE OF 284.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF ALND CONVEYED TO LEROY CORPORATION BY DEED RECORDED FEBRUARY 26, 1963 AS DOCUMENT NO. 342071 OF SAID OFFICIAL RECORDS; THENCE NORTH 01°24'00" EAST, ALONG THE WEST LINE OF SAID DESCRIBED PARCEL A DISTANCE OF 401.58 FEET TO A POINT ON THE SOUT HLINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO MINGO TULSA CORPORATION BY DEED RECORDED JUNE 3, 1963 AS DOCUMENT NO. 362431 OF SAID OFFICIAL COUNTY RECORDS; THENCE 89°18'00" EAST ALONG SAID SOUTH LINE A DISTANCE OF 423.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE North 01°24'00" EAST A DISTANCE OF 0.11 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO DOUGLAS AND ASSOCIATES, LTD., DESCRIBED AS PARCEL ONE (1) IN THE DEED RECORDED APRIL 30, 1965 AS DOCUMENT NO. 501362 OF SAID OFFICIAL RECORDS; THENCE NORTH 89°18'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL AND ITS EASTERLY PROLONGATION, A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°42'00" EAST A DISTANCE OF 66.65 FEET; THENCE SOUTH 89°18'00" WEST 384.43 FEET; THENCE SOUTH 01°24'00" WEST A DISTANCE OF 146.30 FEET; THENCE SOUTH 45°42'00" EAST A DISTANCE OF 226.02 FEET; THENCE SOUTH 44°18'00" WEST A DISTANCE OF 40.65 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III:

THAT PORTION OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE ¼) AS SAID CORNER IS SHOWN ON THE MAP RECORDED SEPTEMBER 15, 1954 IN FILE 3 PAGE 44 AS DOCUMENT NO. 20160 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE EAST LINE OF SAID SECTION 28, NORTH 02°50'40" EAST 50.09 FEET TO THE NORTH LINE OF BONANZA ROAD (80.00 FEET WIDE) AS SAID ROAD IS DESCRIBED IN THE DEED TO THE STATE RECORDED JULY 8, 1943 AS DOCUMENT NO. 167920 OF RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTH LINE SOUTH 89°18'00" WEST 653.86 FEET; THENCE NORTH 01°24'00" EAST 401.58 FEET TO THE TRUE POINT OF BEGINNING IN THE WEST LINE OF THE LAND DESCRIBED IN DEED TO F.W. SMITH RECORDED JANUARY 23, 1918 AS DOCUEMTN NO. 11346 IN BOOK 5 OF DEEDS, PAGE 386 RECORDS OF SAID COUNTY, SAID TRUE POINT OF BEGINNING BEARING NORTH 01°24'00" EAST 66.58 FEET FROM THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED; THENCE FROM SAID TRUE POINT OF BEGINNING CONTINUING ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION, NORTH 01°24'00" EAST 268.42 FEET TO THE NORTH LINE OF SAID SOUTH HALF (S ½); THENCE ALONG THE LAST MENTIONED NORTH LINE SOUTH 89°18'00" WEST 650.00 FEET TO THE WEST LINE OF THE LAND DESCRIBED IN THE DEED TO W.S. MILLER RECORDED OCTOBER 22, 1920 AS DOCUMENT NO. 14547 IN BOOK 7 OF DEEDS, PAGE 178 OF RECORDS OF SAID COUNTY; THENCE ALONG THE LAST MENTIONED WEST LINE SOUTH 01°24'00" WEST 268.42 FEET TO THE NORTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO LILLIAN SWARTZ, RECORDED FEBRUARY 18, 1955 AS DOCUMENT NO. 35827 OF SAID OFFICIAL RECORDS; THENCE ALONG THE NORTH LINE OF THE LAND DESCRIBED IN THE LAST MENTIONED DEED AND ITS EASTERLY PROLONGATION NORTH 89°18'00" EAST 650.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST IN AND TO THE NORTH 30.00 FEET THEREOF AS CONVEYED TO THE CITY OF LAS VEGAS BY DEED RECORDED FEBRUARY 5, 1959 AS INSTRUMENT NO. 151518, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL IV-A:

UNITS 104 AND 106 IN BUILDING 1, UNITS 201, 202, 205 AND 206 IN BUILDING 2; UNITS 301 THROUGH 306 IN BUILDING 3; UNITS 401 THROUGH 406 IN BUILDING 4; UNITS 501 THROUGH 505 IN BUILDING 5; UNITS 601 THROUGH 606 IN BUILDING 6; UNITS 701, 702, AND 704 THROUGH 706 IN BUILDING 7; UNITS 801 THROUGH 804, 806, 808

THROUGH 810 IN BUILDING 8; UNITS 902 THROUGH 904, 906 AND 907 IN BUILDING 9, AS SHOWN BY MAP ENTITLED DESERT CACTUS (A CONDOMINIUM) RECORDED DECEMBER 15, 1982 AS INSTRUMENT NO. 1619711 IN BOOK 1660 OF OFFICIAL RECORDS, AND AS SHOWN IN BOOK 28 OF PLATS, PAGE 76, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

TOGETHER WITH THAT PORTION OF "H" STREET AS DESCRIBED IN THAT CERTAIN ORDER OF VACATION BY THE CITY OF LAS VEGAS, NEVADA DATED FEBRUARY 20, 1985 AND RECORDED OCTOBER 30, 1985 IN BOOK 2209 AS INSTRUMENT NO. 2168951, OFFICIAL RECORDS. /

EXCEPTING THEREFROM THAT CERTAIN SPANDREL AREA AS DESCRIBED IN THAT CERTAIN DEED TO THE CITY OF LAS VEGAS RECORDED SEPTEMBER 25, 2001 IN BOOK 20010925 AS INSTRUMENT NO. 00360, OFFICIAL RECORDS.

PARCEL IV-B:

AN UNDIVIDED 5D/59TH INTEREST IN AND TO THE COMMON AREA.

EXHIBIT C

Revised and Re-recorded Notices and Orders

(i) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69326, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003703 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-057;

(ii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69327, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003704 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-055;

(iii) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69328, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003705 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-056;

(iv) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69329, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003706 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-058;

(v) that certain Revised and Re-recorded Notice and Order re Vacant or Abandoned Dangerous Building, Case # 69322, dated September 29, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003707 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-711-059;

(vi) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003711 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-013;

(vii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69582, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003712 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-005; and

(viii) that certain Revised and Re-recorded Notice and Order to Abate Dangerous Building/Demolition, Case # 69644, dated December 4, 2008 and recorded on June 22, 2009 in Book No. 20090622, as Instrument No. 0003713 by Las Vegas City in the Clark County, Nevada real estate records with respect to Parcel #139-28-703-014

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and possible action regarding review of compliance with City Council's decision concerning Nuisance Notice and Order and to consider preliminary report of expenses to recover fees and penalties for inspections located at 409 Santa Fe Street. PROPERTY OWNER: MICHAEL E. PAVICH - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with nuisance. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 (10) Classic Vehicles; 9.04.010 (11) Vehicle Inspection/Enforcement; 9.12.030 Stored Materials. A copy of the notice was also posted on the property.

RECOMMENDATION:
Review compliance with City Council's decision concerning Nuisance Notice and Order and to consider report of expenses to recover fees and penalties for inspections.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Spreadsheet of Charges Accrued
5. Review Hearing Notification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 21, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action regarding review of compliance with City Council's decision concerning Nuisance Notice and Order and to consider preliminary report of expenses to recover fees and penalties for inspections located at 409 Santa Fe Street. PROPERTY OWNER: MICHAEL E. PAVICH - Ward 1 (Ta

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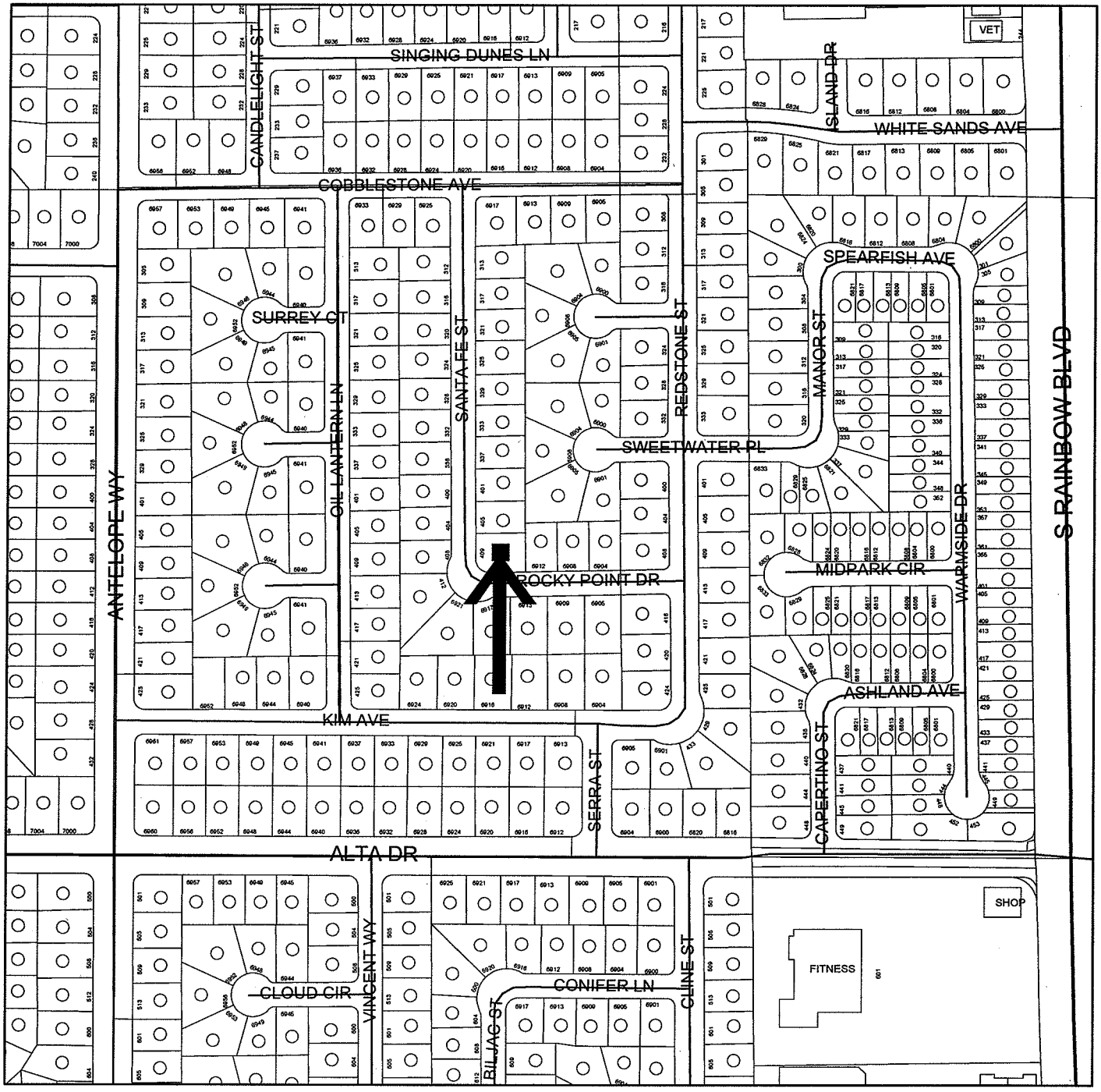
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with nuisance.

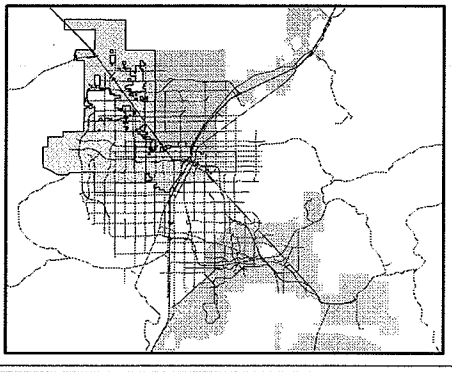
A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 (10) Classic Vehicles; 9.04.010 (11) Vehicle Inspection/Enforcement; 9.12.030 Stored Materials. A copy of the notice was also posted on the property.

Today's hearing and possible action is the review of compliance with City Council's decision concerning Nuisance Notice and Order and to consider preliminary report of expenses to recover fees and penalties for inspections at 409 Santa Fe Street.

409 SANTA FE STREET
CROSS STREETS - ALTA//RAINBOW

City of Las Vegas Vicinity Map





N

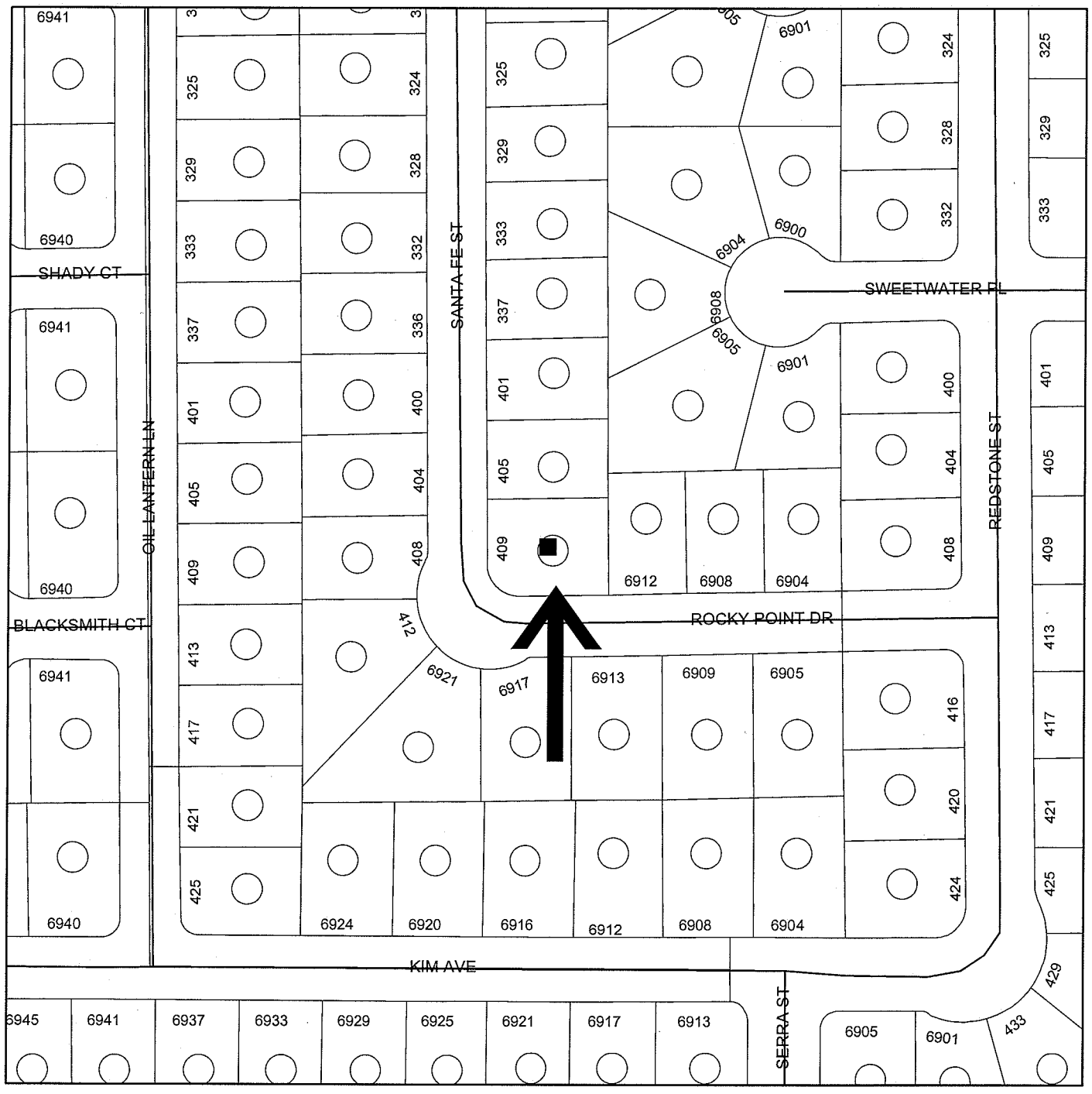
0 170 340 680 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

409 SANTA FE STREET
CROSS STREETS - ALTA//RAINBOW

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Inst #: 201001120002501
Fees: $16.00
N/C Fee: $0.00
01/12/2010 12:32:28 PM
Receipt #: 191775
Requestor:
LAS VEGAS CITY
Recorded By: BGN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

3

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 138-34-613-022

January 8, 2010

Case #56923
Certified/Regular Mail
Return Receipt Requested

Michael E. Pavich
409 Santa Fe Street
Las Vegas, NV 89145-5327

AMENDED NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at **409 Santa Fe Street, Las Vegas, NV, Parcel 138-34-613-022**, that you are in violation of **Las Vegas Municipal Code, Title 9, dealing with nuisances.**

Per 9.04.010(10) – Classic Vehicles: Owner is required to show proof ownership of vehicles stored on property and proof of restoration. Contact Officer McCoy at 229-5184 for an appointment.

Per 9.04.010(11) Vehicle Insp/Enf: Owner must show proof of ownership of all stored vehicles, show proof of restoration once vehicles qualify as a "classic" vehicle, place a fitted car cover over the vehicles when not actively working on vehicles and store according to code.

Per 9.12.030 – Stored Materials: Remove cooling unit, red fabric chairs and any other items stored in public view.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

Per 16.04.040 – Conformance Require: Remove or obtain all required permits and inspections for shed and shade/patio cover located in North side yard.

Per 9.04.010(1) – Res Veh Storage: Remove vehicles stored on South side (Rocky Point) of property. Vehicles are not stored according to City code (c).

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #25 Eric McCoy at 229-5184, to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re- inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will

collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price.

If you disagree with the assessment of Neighborhood Response, then within ten (10) days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal.

The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

cc: Attorney G. Graziadei

Spreadsheet of charges accrued since September 4, 2007
409 Santa Fe Street – WARD 1, Tarkanian

Inspections	Date	Status	Fees	Late Fee	Civil Penalties per failed inspection	Accruing Total
1st inspection	08-21-07	Initial Assessment	No charge			
2nd inspection	09/04/07	Failed	$120	$12		$132
3rd inspection	09/26/07	Failed	$180	$18	$150	$480
4th inspection	10/03/07	Failed	$180	$18	$300	$978
5th inspection	10/10/07	Failed	$180	$18	$500	$1,676
6th inspection	10/17/07	Failed	$180	$18	$500	$2,374
7th inspection	10/31/07	Partial Pass	No charge			
8th inspection	11/08/07	Failed	$180	$18	$500	$3,072
9th inspection	11/15/07	Failed	$180	$18	$500	$3,770
10th inspection	11/29/07	Failed	$180	$18	$500	$4,468
11th inspection	03/05/08	Partial Pass	No charge			
12th inspection	07/21/08	Failed	$180	$18	$500	$5,166
13th inspection	12/16/08	Failed	$180	$18	$500	$5,864
14th inspection	12/30/08	Failed	$180	$18	$500	$6,562
15th inspection	01/13/09	Failed	$180	$18	$500	$7,260
16th inspection	01/29/09	Failed	$180	$18	$500	$7,958
17th inspection	02/12/09	Failed	$180	$18	$500	$8,656
18th inspection	02/26/09	Failed	$180	$18	$500	$9,354
19th inspection	04/01/09	Failed	$180	$18	$500	$10,052
20th inspection	05/12/09	Failed	$180	$18	$500	$10,750
21st inspection	05/27/09	Partial Pass	No charge			
22nd inspection	06/17/09	Partial Pass	No charge			
23rd inspection	07/23/09	Failed	$180	$18	$500	$11,448
24th inspection	07/16/09	Failed	$180	$18	$500	$12,146
25th inspection	08/03/09	Failed	$180	$18	$500	$12,844
26th inspection	09/01/09	Failed	$180	$18	$500	$13,542
27th inspection	09/15/09	Failed	$180	$18	$500	$14,240
28th inspection	10/01/09	Failed	$180	$18	$500	$14,938
29th inspection	11/17/09	Failed	$180	$18	$500	$15,636
30th inspection	12/01/09	Failed	$180	$18	$500	$16,334
31st inspection	12/28/10	Partial Pass	No charge			
32nd inspection	01/08/10	Partial Pass	No charge			
33rd inspection	01/15/10	Hold	No charge			
34th inspection	02/02/10	Hold	No charge			
35th inspection	03/02/10	Hold	No charge			
36th inspection	03/30/10	Hold	No charge			
37th inspection	04/05/10	Hold	No charge			
38th inspection	05/10/10	Failed	$180	$18	$500	$17,032
39th inspection	06/16/10	Failed	$180	$18	$500	$17,730
40th inspection	06/29/10	Failed	$180	$18	$500	$18,428
Sub-total			***$4,980***	***$498***	***$12,950***	***$18,428***
Payments (Inspection Fees)			***$0***	***$0***		***$0***
Payments (Civil Penalties)					***$0***	***$0***
Passed Inspection	Open					
TOTAL			***$4,980***	***$498***	***$12,950***	***$18,428***

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

July 8, 2010

Case #56923
Certified/Regular Mail
Return Receipt Requested

Michael E. Pavich
409 Santa Fe Street
Las Vegas, NV 89145-5327

RE: 409 Santa Fe Street

Dear Property Owner:

At the City Council meeting held on April 7, 2010, Agenda Item #64 was approved for a review hearing. The hearing will be scheduled to be heard on **July 21, 2010** at 1:00 p.m. This will be a review regarding compliance with City Council's decision concerning Nuisance Notice and Oder and to consider preliminary report of expenses to recover fees and penalties for inspections at 409 Santa Fe Street.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ld

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.382.3901
TTY 702 386.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and possible action to consider the appeal regarding Nuisance Notice and Order to Comply located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Title 9, dealing with nuisances. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; City of Las Vegas Fire Code Ordinance 5667; 19.04.010 Auto Repair Major; 19.04.010 Auto Repair Minor; 19.14.030 Prohibited Signs; 19.14.090 Special Event Signs; 9.040.010 (5) Zoning Violation; 9.040.010 (6) Illegal Business; 9.040.010 (7) (C) Graffiti; 9.040.010 (7) (A) High Vegetation; 9.08.040 Litter/Depositing; 9.08.100 Litter/Container Placement; 9.08.210 Mandatory Service; and Uniform Administrative Code 301.1 Permits Required. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Hector Camacho, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 21, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action to consider the appeal regarding the Nuisance Notice and Order to Comply located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO – Ward 3 (Reese)

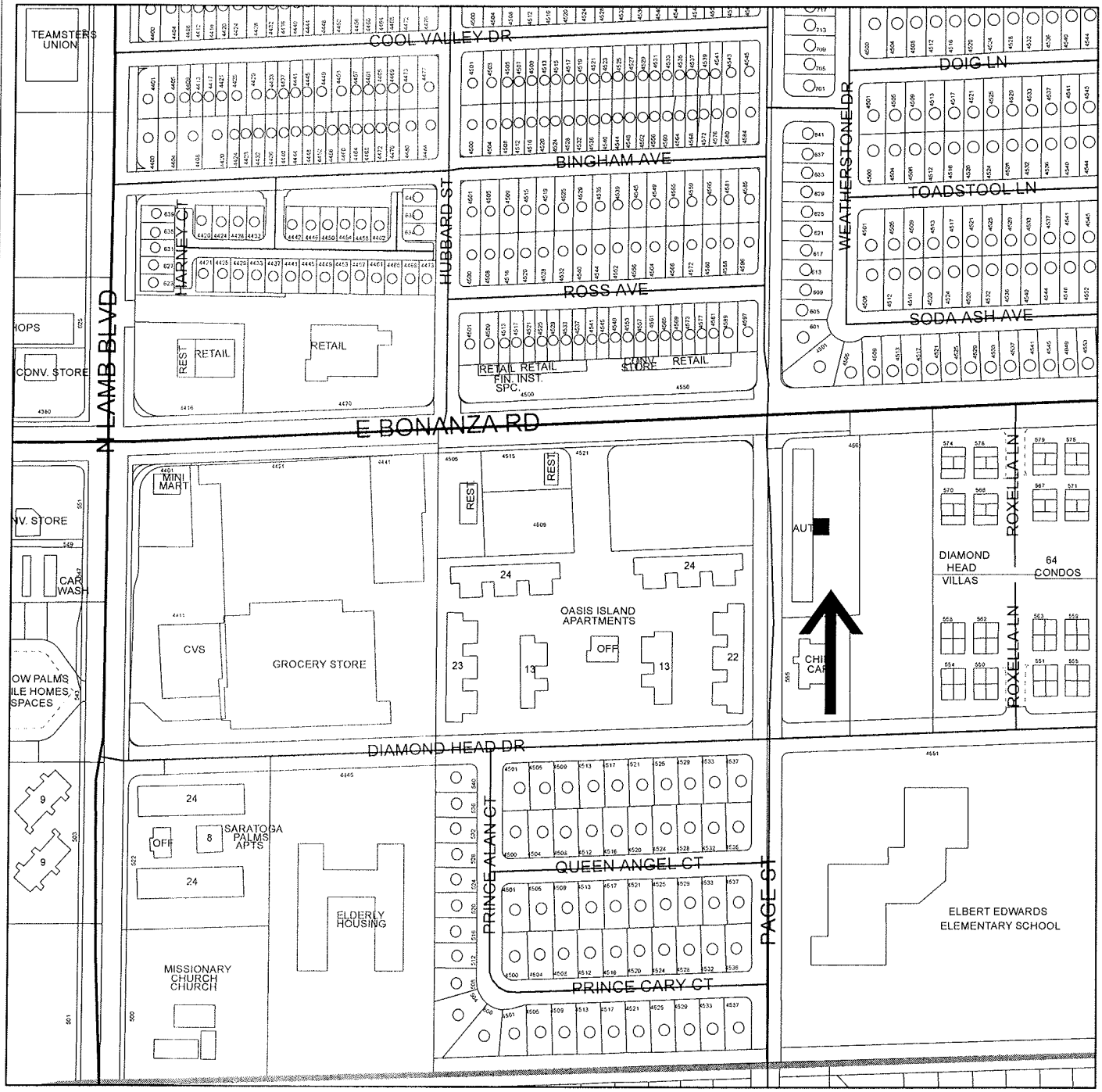
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

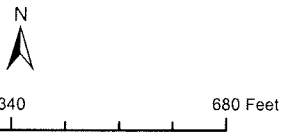
A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; City of Las Vegas Fire Code Ordinance 5667; 19.04.010 Auto Repair Major; 19.04.010 Auto Repair Minor; 19.14.030 Prohibited Signs; 19.14.090 Special Event Signs; 9.040.010 (5) Zoning Violation; 9.040.010 (6) Illegal Business; 9.040.010 (7) (C) Graffiti; 9.040.010 (7) (A) High Vegetation; 9.08.040 Litter/Depositing; 9.08.100 Litter/Container Placement; 9.08.210 Mandatory Service; and Uniform Administrative Code 301.1 Permits Required. A copy of the notice was also posted on the property.

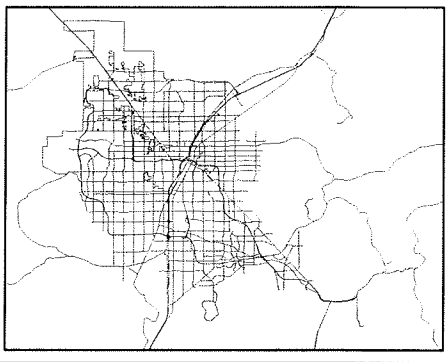
Today's hearing is to consider the appeal of the Nuisance Notice and Order to Comply filed by Hector Camacho, owner and responsible party.

4561 EAST BONANZA ROAD
CROSS STREETS - BONANZA//LAMB

City of Las Vegas Vicinity Map





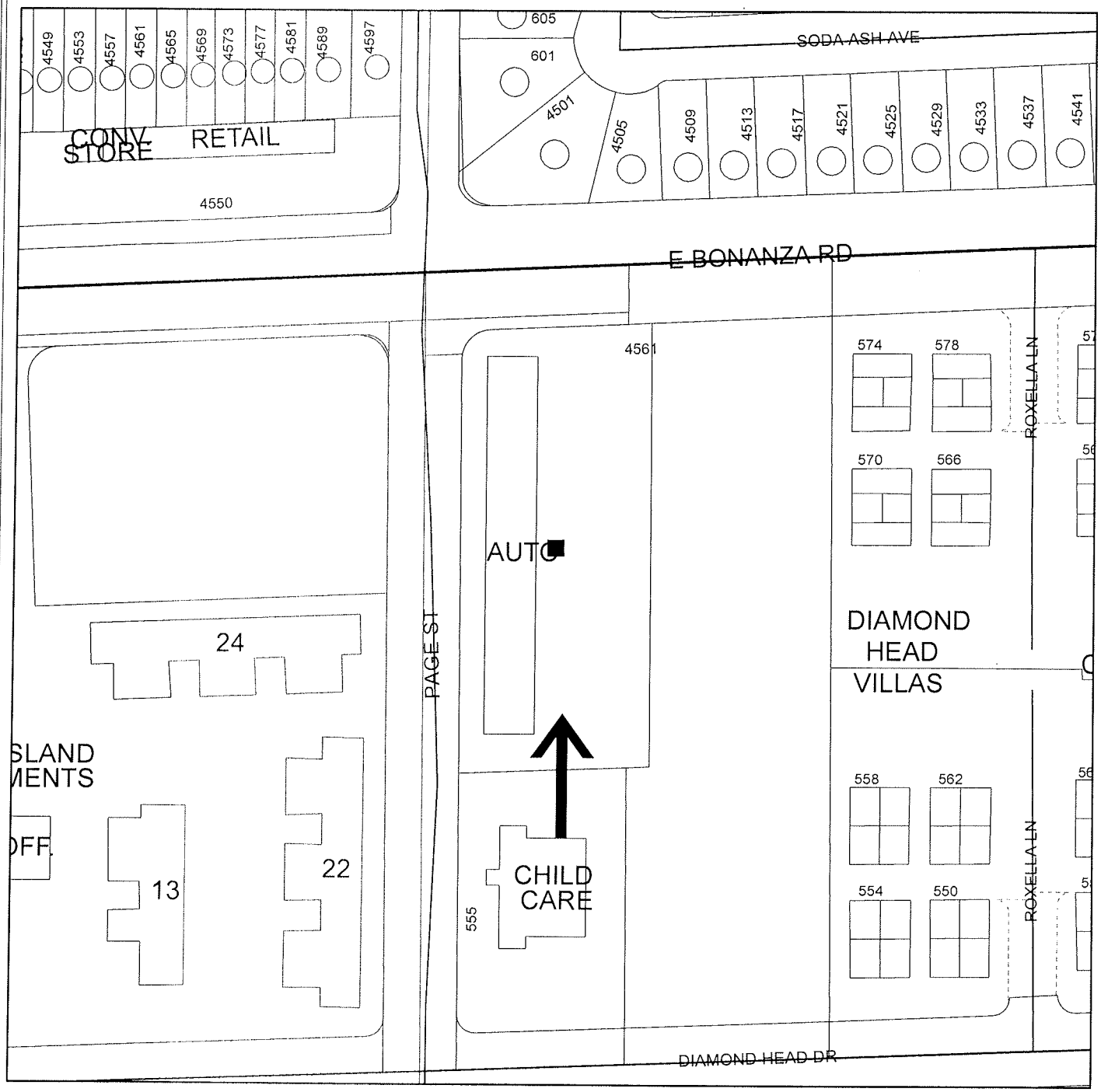


GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS NEVADA

4561 EAST BONANZA ROAD
CROSS STREETS - BONANZA//LAMB

City of Las Vegas Vicinity Map



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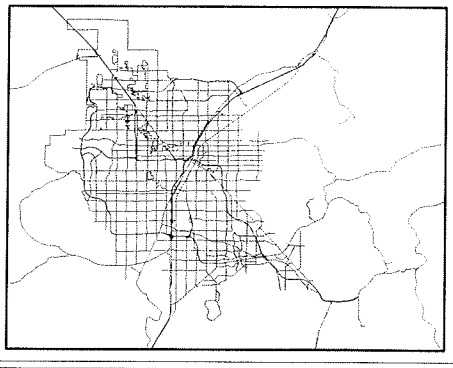

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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 140-32-101-017

Date: June 01, 2010
Case # 90670

Certified/Regular Mail
Return Receipt Requested

CAMACHO HECTOR
1501 S MARYLAND PKWY
LAS VEGAS, NV 89104-3313

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 4561 E BONANZA RD., Las Vegas, NV, Parcel #(s) 140-32-101-017, **that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances.**

The following violations have been verified:

NON-COMPLIANT FIRE CODE ITEMS

As the code required Fire Sprinkler System Service and maintenance, Central Station monitoring, Fire Department access related items have not been in place since at least February 2009, this shall serve

as your **official 72 hour notice for correction of all non compliant issues related to the following**:

City of Las Vegas Fire Code Ordinance #5667, NFPA 1

Case #	Violation Location	Violation Comments
90670	ENTIRE PROPERTY	COMPLY WITHIN 72 HOURS WITH ATTACHED FIRE NOTICE

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

19.04.010 -AUTO REPAIR- MAJOR : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Auto Repair Garage, Major

SUP Required: C-2
CONDITIONAL USE: C-M, M

Description:
A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use includes a facility which performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds.
Conditional Use Regulations:
1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets.
Minimum Special Use Permit Requirements:
1. All repair and service work shall be performed within a completely enclosed building. All windows and doors shall be completely closed when body and fender work, hammering, sanding or other noise-generating activities are being performed.
2. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
3. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
4. All disabled or wrecked vehicles shall be stored in an area that is screened from view from the surrounding properties and adjoining streets.
5. Outdoor hoists are prohibited.
6. All hazardous materials resulting from the repair, storage, or dismantling of vehicles shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.
7. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.

8. Outdoor bells and loudspeakers are prohibited.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Case #	Violation Location	Violation Comments
91307	Unit 130/ ALL PARKING AREAS	REMOVE ALL DISMANTLED, WRECKED VEHICLES FROM PARKING AREA OR SCREEN FROM PUBLIC VIEW WITH PERMITTED FENCE.

19.04.010 -AUTO REPAIR- MINOR : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Auto Repair Garage, Minor

Description:
A facility for the performance of minor repairs and service on vehicles of 10,000 pounds gross vehicle weight or less. Such repairs and service are limited to electronic tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, front end alignments, battery recharging, lubrication, selling/installing minor parts and accessories, and other similar activities. This use also includes the repair and installation of other minor elements of an automobile such as windshield wipers, hoses, windows, etc., but excludes general engine repairs, engine installation, and the repair and installation of transmissions and differentials.
Conditional Use Regulations:
1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Case #	Violation Location	Violation Comments

90670	PROPERTY	REMOVE OR PROPERLY SCREEN ALL DISMANTLED/WRECKED VEHICLES FROM PARKING AREA-MAY NOT BE STORED IN PUBLIC VIEW

19.14.030 PROHIBITED SIGNS : 19.14.030 Exempt and prohibited signs.

(C) Prohibited Signs. The following signs are prohibited:
(1) All signs not expressly permitted or exempted under this Chapter;
(2) Any on-premise sign that is associated with a use that no longer occupies the premises on which it is located;
(3) Pole signs placed or erected after August 1, 2002, that do not meet the freestanding sign design standards contained in this Chapter;
(4) A private sign of any kind located on or over any public street, walkway, parking or other public property except as otherwise provided for in this Chapter;
(5) Displays that employ white, red or blue rotating lights or any lights that simulate emergency vehicle lights;
(6) Except as lawfully permitted as a temporary special event or civic event sign, beacons, pennants, inflatable signs, tethered balloons, portable signs and similar attention gaining devices;
(7) Signs placed on parked vehicles or trailers, or parked commercial vehicles where the vehicle or trailer is not used by the business advertised for the transportation of persons or goods in the ordinary course of business;
(8) Permanent balloon signs; and
(9) Outdoor, portable electric signs, except as permitted under the provisions for temporary signs.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL SIGNAGE ON BUILDING THAT DOES NOT ADVERTISE AN EXISTING LICENSED BUSINESS AT THIS LOCATION

19.14.090 SPECIAL EVENT SIGNS : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.14.090 Temporary signs- SPECIAL EVENT SIGNS

(A) Special Event Signs. See Figure 12 for an example of a special event sign.
(1) General Standards.
(a) Special event signs may be approved by the Director for a limited time as a means of publicizing special events such as grand openings.

(b) Special event signs may include balloons, inflated devices, searchlights, pennants, portable signs, streamers and other similar devices.
(2) Certificate Required.
(a) A temporary sign certificate is required for a temporary special event sign.
(b) The certificate allows the holder to display temporary event signs on the lot where the event is to occur. Temporary special event signs may be displayed by the same business license holder on the same lot up to four times in any one calendar year. The aggregate time of display of such signs shall not exceed sixty days in any one calendar year.

LVMC prohibits posting any on-premise temporary sign without obtaining a temporary sign certificate from Planning & Development Department, 731 S. 4th St., 229-6301.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL TEMPORARY SIGNS, BANNERS, FLAGS IN LANDSCAPING AREA AND ATTACHED TO BUILDING.

9.04.010 (5) ZONING VIOLATION : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

Case #	Violation Location	Violation Comments
90670	property	REMOVE MOTORHOME/RV FROM PRORERTY- PERSONS MAY NOT LIVE ON SITE- REMOVE ALL ELECTRICAL, WASTELINE HOOK UPS TO MOTORHOME

9.04.010 (6) ILLEGAL BUSINESS : LVMC 9.04.010 (6) Operating a business without a current license as required by Title 6.

Case #	Violation Location	Violation Comments
91303	suite/bay # 110	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED
91305	SUITE/BAY # 140	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED

91306	SUITE/BAY # 145	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED
90670	PROPERTY	CEASE SELLING, DISPLAYING FOR SALE VEHICLES AT THIS LOCATION- NOT PRESENTLY LICENSED FOR THIS ACTIVITY

9.04.010 (7)(C) GRAFFITI : LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL GRAFFITI ON SITE- MAINTAIN

9.04.010(7)(A) HIGH VEGETATION : LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL HIGH GRASS AND WEEDS FROM LANDCAPED AREA

9.08.040 LITTER/DEPOSTING : LVMC 9.08.040 Depositing on private or public premises or ways unlawful.
(A) It is unlawful for any person to:
(1) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the City, any solid waste, hazardous waste or recyclables.
(2) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or

recyclables upon the private or public property or premises or into the container of another person within the City, except as may be provided for in this Chapter.
(3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.
(4) Throw or deposit or cause to be thrown or deposited any solid waste, hazardous waste or recyclables in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.
(B) There is hereby created a rebuttable presumption that the disposal of solid waste, hazardous waste or recyclables in violation of this Section was done by the owner of such items.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL LOOSE TRASH,LITTER THROUGHOUT PROPERTY.

9.08.100 LIT/CONTAINER PLACEMT : LVMC 9.08.100 Containers--Responsibility to provide--Placement.
(A) Every person owning or managing any premises, except as otherwise provided in Subsection (E) of this Section, shall provide one or more containers sufficient for the depositing of all solid waste from the premises. A solid waste franchisee may rent solid waste containers to its customers pursuant to the rates specified in this Chapter, but the responsibility for placement of such rented containers remains with the person owning or managing the premises.
(B) A franchisee shall provide to its curbside recyclables collection customers, upon request and at no additional cost to such customers, appropriate containers for the storage and collection of recyclables.
(C) On any single-family or duplex residential premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley, or within any front yard as defined in the zoning regulations of the City; provided, however, that such containers may be placed within such area, except for traffic lanes, for the purpose of the collection of solid waste and recyclables no earlier than two p.m. on the day prior to the designated collection day, and that such containers must be removed from the right-of-way no later than midnight of the collection day.
(D) On any multiple dwellings, commercial or industrial premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise provided on the premises. The construction of container enclosures is encouraged, if such construction was not required in accordance with a development approval. To the extent reasonably possible, development plans and approvals concerning the construction of container enclosures shall be coordinated

with the solid waste franchisee.
(E) Places of business whose rubbish consists principally of boxes, cartons and other items of such bulk that the placing of the same in a container would be impracticable may provide for such solid waste to be piled on the premises of such place of business adjacent to a street or alley, provided such boxes or cartons shall be flattened and tied in bundles. The monthly rate to be charged such places of business for collecting, transporting and disposing of such rubbish shall be computed in accordance with the rates set forth in Section 9.08.160 and based upon the bulk of such piles.
(F) A franchisee shall not be required to pick up solid waste or recyclables from any location that the franchisee, subject to the City's approval, determines is not safe to access with its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers requiring the unsafe backing up of vehicles.
(G) The provisions of this Section may be enforced by the City's Department of Neighborhood Services, as well as the Las Vegas Metropolitan Police Department.

Case #	Violation Location	Violation Comments
90670	property	REMOVE DEBRIS FROM OVERFLOWING TRASH BINS , TRASH ENCLOSURES MUST BE KEPT FREE OF LOOSE TRASH/DEBRIS. REPAIR ANY DAMAGED TRASH ENCLOSURES

9.08.210 MANDATORY SERVICE : 9.08.210 - Mandatory service - Billings Penalties.

(A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning, occupying or managing any premises in the City which are connected to an electric utility service to subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay the charges specified in this Chapter. No person may discontinue paying for solid waste collection service for his or her premises, unless such premises are not connected to an electric utility service for the entire billing period.

9.08.280 - Violation Penalty.

The City, in addition to the remedies and penalties above named, may seek injunctive relief against any violator of this Chapter, with or without prior notice, to prevent or correct any solid waste, hazardous waste or recyclable materials problem.

9.08.310 - Declaration of nuisance.

Solid waste and hazardous waste, as defined in Section 9.08.020 and for the purpose of this

Chapter, are a nuisance per se.

9.04.010 - Definitions.

As used in this Chapter, unless the context requires otherwise, the following terms shall be defined as set forth in this Section.

"Authorized official" means an officer of the Las Vegas Metropolitan Police Department and any person designated and empowered by ordinance, by the City Manager or by the District Health Officer to enforce the provisions of Title 9.

"Public nuisance," "nuisance," or "nuisance activity" means any of the following conditions:

(4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, wastepaper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Case #	Violation Location	Violation Comments
90670	property	MUST HAVE TRASH SERVICE WITH LOCAL PROVIDER - REPUBLIC SERVICES- CONTACT REPUBLIC SERVICES TO ESTABLISH SERVICE.

UAC 301.1 PERMITS REQUIRED : 16.02.010 - Uniform Administrative Code and supplement adopted.

Section 301.1 PERMITS REQUIRED
Except as specified in Subsection 301.1.1 of this Section or in Section 26 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed,, enlarged, altered, repair, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before necessary and

appropriate permit for the work has been obtained, the Building Official is authorized to charge an additional fee in the amount of the building permit fee (i.e., a double fee).

Contact Building and Safety Department to obtain permit, they are located at 731 S. 4th St. or call 229-6251.

Case #	Violation Location	Violation Comments
90670	property	ANY AND ALL ALTERATIONS,CHANGES,MODIFICATIONS TO THE ORIGINAL BUILDING MUST HAVE A PERMIT AND FINAL INSPECTIONS.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 32 at (702)229-5031 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

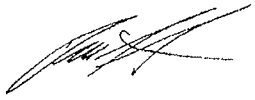
You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas General Conditions of Abatement

6/4/10

I , Hector Camacho would like to appeal the notice and order concerning case 90670, 4561 e Bonanza rd.

Signed

RECEIVED
CITY CLERK
2010 JUN -9 P 3:06

RECEIVED
CITY CLERK
2010 DEC -8 P 3:35

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 10, 2010 CERTIFIED & REGULAR MAIL

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

Re: Appeal of the Notice and Order to Comply for property located at 4561 East Bonanza Road, Case #90670

Dear Mr. Camacho:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 7th day of July, 2010, at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on June 9, 2010, requesting the same, concerning the Notice and Order to Comply for property located at 4561 East Bonanza Road.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Susie Martinez, Ward 3 Council Liaison

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

7007 3020 0003 1596 5886

Printed with environmentally friendly soy ink

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7/7/2010 Case #90670

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (*Printed Name*) Alva Valenzuela

C. Date of Delivery 6-12-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2010 JUN 14 AM 8:33
RECEIVED
CITY CLERK

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number
(*Transfer from service label*) 7007 3020 0003 1596 5886

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 15, 2010 CERTIFIED & REGULAR MAIL

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

Re: Appeal of the Notice and Order to Comply for property located at 4561 East Bonanza Road, Case #90670

Dear Mr. Camacho:

You are hereby notified that a hearing has been rescheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada from the 7th day of July, 2010, to July 21, 2010 at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on June 9, 2010, requesting the same, concerning the Notice and Order to Comply for property located at 4561 East Bonanza Road.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
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400 STEWART AVENUE
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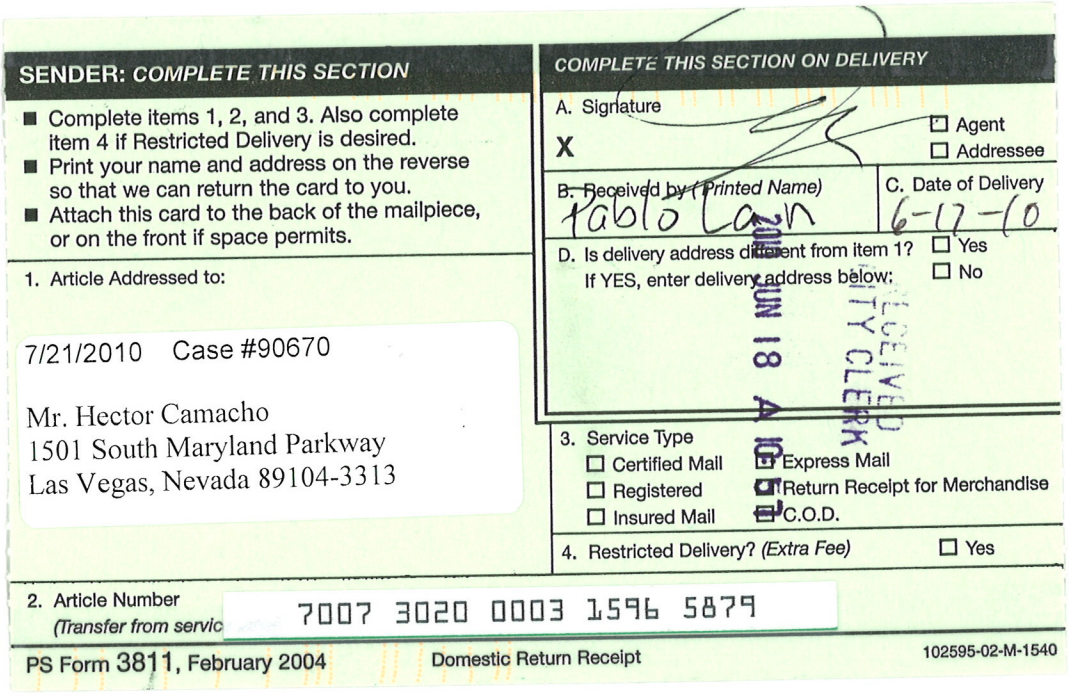


SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7/21/2010 Case #90670

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. ~~Received by~~ *(Printed Name)* Pablo Cam

C. Date of Delivery 6-17-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
2010 JUN 18 A 10:
CITY CLERK

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from servic* 7007 3020 0003 1596 5879

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and possible action to consider the appeal regarding Nuisance Notice and Order to Comply located at 5517 Ghost Rider Court. PROPERTY OWNER: GLORIA MEANS - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Title 9, dealing with nuisances. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; Title 19 Zoning; and Title 6 Business Licensing and state requirements under NRS 449. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Pastor Darryl Willhite and Gloria Means, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: July 21, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action to consider the appeal regarding the Nuisance Notice and Order to Comply located at 5517 Ghost Rider Court. PROPERTY OWNER: GLORIA MEANS – Ward 6 (Ross)

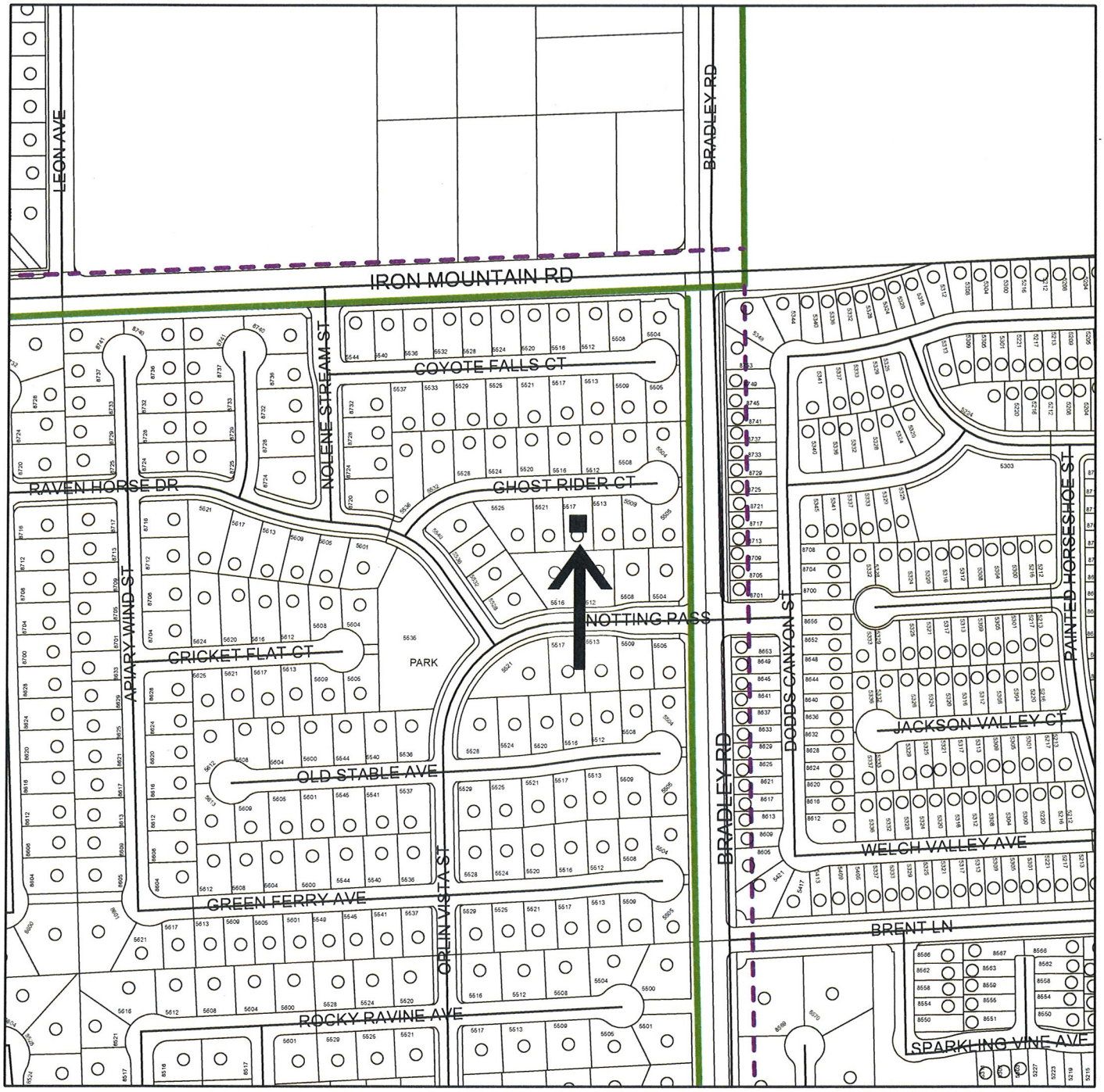
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; Title 19 Zoning; and Title 6 Business Licensing and state requirements under NRS 449. A copy of the notice was also posted on the property.

Today's hearing is to consider the appeal of the Nuisance Notice and Order to Comply filed by Gloria Means, owner and responsible party.

5517 GHOST RIDER COURT
CROSS STREETS - BRADLEY//IRON MOUNTAIN

City of Las Vegas Vicinity Map



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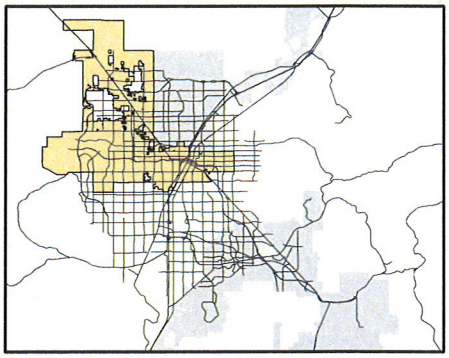
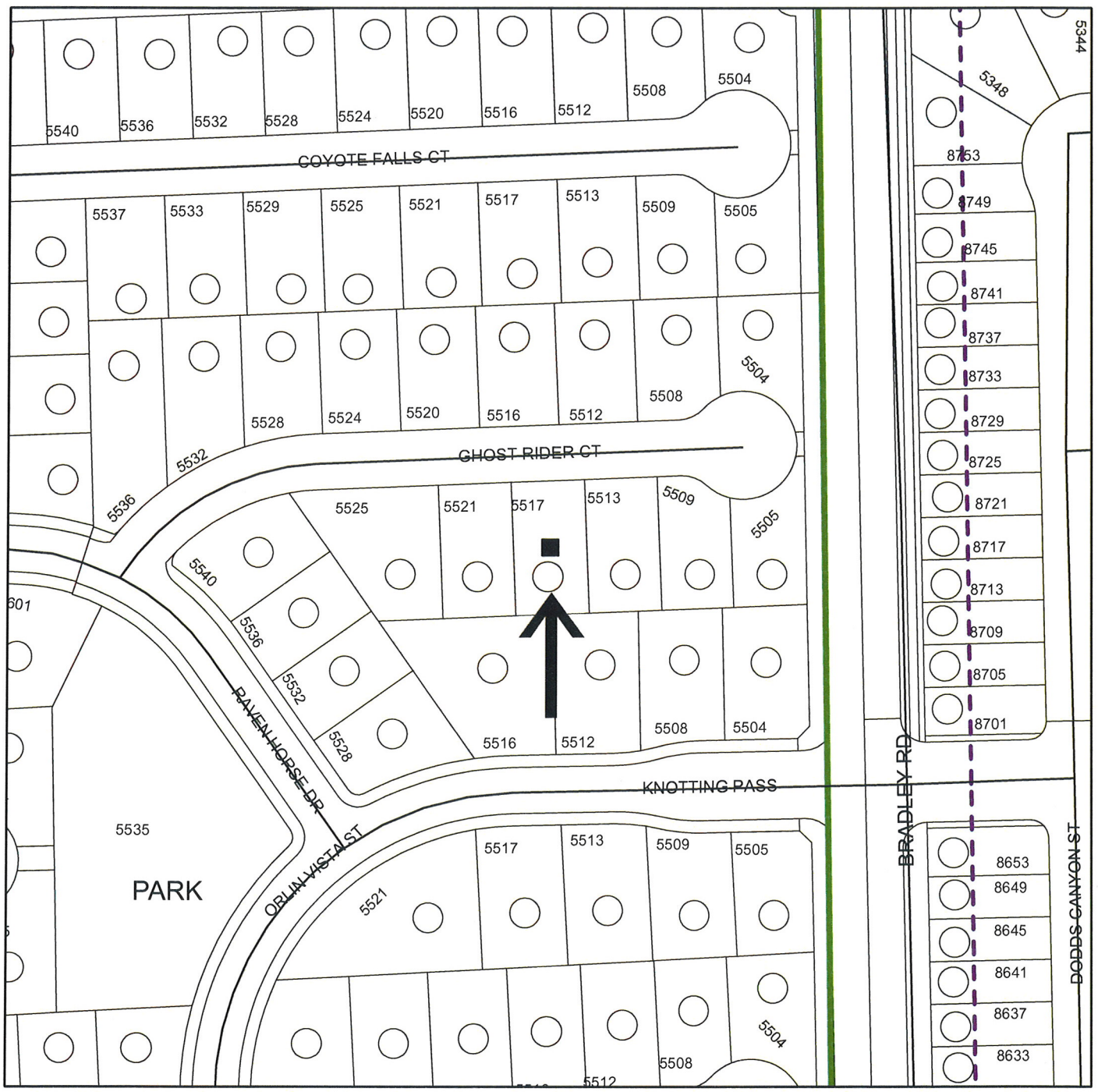


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

5517 GHOST RIDER COURT
CROSS STREETS - BRADLEY//IRONMOUNTAIN

City of Las Vegas Vicinity Map



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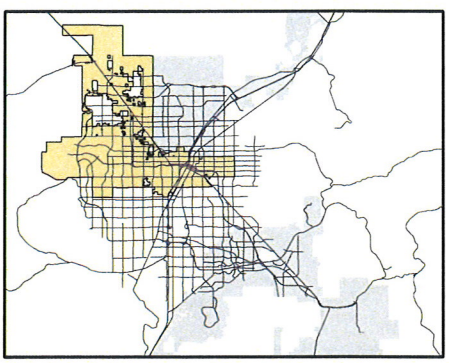
0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 125-12-110-013

Date: June 23, 2010
Case # 89868

Certified/Regular Mail
Return Receipt Requested

GLORIA MEANS
5 DICKSON RD
MARLBORO, NJ 07746-1501

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 5517 GHOST RIDER CT., Las Vegas, NV, Parcel #(s) 125-12-110-013, **that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances., Title 19 Zoning, Title 6 Business Licensing and state requirementes under NRS 449.**

The following violations have been verified:

19.04.010 CHURCH/HOUSE WORSHIP : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: CHURCH OR HOUSE OF WORSHIP

SPECIAL USE PERMIT REQUIRED: U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4, R-5, R-MH, R-MHP

PERMIT REQUIRED: P-R, N-S,O , C-D, C-1, C-2, C-PB, C-M, M

Description: Any building used for religious worship services, religious education and fellowship activities and programs of a religious organization. This use includes the use of the building and

premises for other related activities, such as child care facilities, formal educational programs, preschool classes and recreational activities, but only when those activities are ancillary to the religious use and only after those uses have been approved by means of a use review or other procedure under Chapter 19.18. This use does not include any class of child care center, general education classroom or facility, thrift shop, homeless shelter or commercial activity.

Minimum Special Use Permit Requirements:

1. The Special Use Permit approval may include such activities as religious services, religious instruction, church club activities and similar activities.

2. The Special Use Permit approval may also include accessory functions, such as child care facilities, formal educational programs, preschool classes and similar related activities, if:
a. The uses are specifically proposed in the application; and
b. The Director finds that each such use is ancillary to the primary use.

3. Following approval of a Special Use Permit, if any additional uses not specifically covered by that Special Use Permit are proposed, an additional public hearing process shall be required to add the uses.

*4. In residential districts, related uses such as thrift shops, homeless shelters and other similar activities may not be conducted and are not eligible for approval as part of a Special Use Permit. Such uses may be conducted only in the zoning districts in which such uses are permitted as primary uses, and must receive specific approval to operate.

*5. Churches on sites larger than 5 acres shall not be permitted in the U District or a district with an "R" prefix.
On-site Parking Requirement: One space for each 4 fixed seats, or one space for each 100 square feet of non-fixed seating area in the gathering room. Where fixed seating consists of benches or pews, each 20 linear inches of bench or pew shall be considered one seat.

Case #	Violation Location	Violation Comments
89868		Cease all Church activity and bible study. Not allowed at a R-1 zoned property unless a Special Use Permit is obtained.

19.04.010 HALFWAY HOUSE : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Halfway House for Recovering Alcohol and Drug Abusers

Conditional Use:U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4, R-5,

Description:
A dwelling unit of a residential character that provides housing and a living environment for up to 6 recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse. This use does not include a facility for transitional living for released offenders.
Conditional Use Regulations:
1. The facility must comply on an ongoing basis with all governmental licensing requirements.
2. Clients of the facility must be actively and continuously enrolled in an outpatient rehabilitation or substance abuse program that is supervised by a licensed medical professional, or a recognized substance abuse treatment program, or both. The facility must adopt and enforce a policy prohibiting the use of drugs or alcohol by clients while they reside in the facility. Upon request, the facility operator shall produce evidence satisfactory to the Director that the facility is in compliance with this condition.
3. The facility must be located on a parcel with a minimum size of 6,500 square feet.
4. The facility must be located on a parcel that is within 1,500 feet of an existing bus stop served by a regional bus system.
5. Off-street parking shall be provided on the basis of at least 1 space per 5 residents, plus an additional space for the administrator.
6. Indoor common area shall be provided on the basis of a minimum of 15 square feet per resident.
7. The facility shall not be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood.
8. No signage, graphics, display, or other visual representation that is visible from a public street shall be used to identify to facility as a Halfway House for Recovering Alcohol and Drug Abusers.
9. A facility may not be located closer than 1500 (measured by means of the shortest distance from property line to property line) from another Halfway House for Recovering Alcohol and Drug Abusers, a Facility for Transitional Living for Released Offenders, or a Group Residential Care Facility, except where there is an intervening street, freeway, or drainage channel wider than 100 feet. The provisions of Section 19.04.040(B) do not apply to this Regulation. However, a waiver of the distance limitation may be obtained from the City Council, after a recommendation from the Planning Commission, as follows:
a. A public hearing must be conducted by both the Planning Commission and City Council, after notice of hearing has been provided as in the case of a Special Use Permit.
b. The applicant must demonstrate to the satisfaction of the City Council that:
i. Approval of the waiver will not adversely affect the health and safety of the general public or the residents of any existing or proposed facility whose location is being considered in connection with the waiver;
ii. The location of the proposed facility in proximity to other facilities whose location is being

considered will not inhibit the integration of disabled persons into the community or neighborhood in question;

iii. The proposed facility will be operated in compliance with Regulations 1 and 2;

iv. The proposed facility will comply with Regulations 3 through 8 and Regulation 10, unless any such condition has been waived in connection with the approval of a Special Use Permit; and

c. Approval of a waiver may be conditioned upon measures designed to ensure compatibility of the use.

10. The number of occupants within a Halfway House for Recovering Alcohol and Drug Abusers shall not exceed the following occupancy standards:

a. For the first bedroom (deemed to be the largest bedroom), a maximum of two adults (eighteen years of age or older).

b. For each bedroom thereafter:

i. A maximum of one adult, for bedrooms less than 100 square feet in area; and

ii. A maximum of two adults, for bedrooms 100 square feet in area or greater.

c. A Group Residential Care Facility.

11. Regulations 2-10 shall not apply to a Halfway House for Recovering Alcohol and Drug Abusers whose proposed location is not closer than 1500 feet to any of the following uses:

a. Another Halfway House for Recovering Alcohol and Drug Abusers;

b. A Facility for Transitional Living for Released Offenders; or

On-site Parking Requirement: As set forth in Conditional Use Regulation 5 above.

Case #	Violation Location	Violation Comments
89868		Cease all activity at this R-1 zoned property dealign with any drug or alcohol rehabilitation, unless all proper licensing is obtained.

19.04.010 LAND USE VIOLATIONS : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.04.010 LAND USE TABLES

The use of buildings, structures and land shall be permitted only in accordance with the following Land Use Tables, and subject to all other applicable requirements of this Title.

Case #	Violation Location	Violation Comments
89868	On property	Special Use Permit required for church, related activities, & programs at this residential property. Cease all activities & programs until Special Use Permit obtained. Contact Planning Department at 229-6301.

19.04.010 RESCUE MISSION/SHELT : LVMC 9.04.010 Public Nuisance (5) Any violation of Title

19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Rescue Mission or Shelter for the Homeless

SPECIAL USE PERMITTED REQUIRED: C-2, C-M , M

Description:
A building that is used or intended to be used to provide to homeless individuals temporary accommodations, shelter, meals or any combination thereof. For purposes of the preceding sentence, a "homeless individual" includes an individual who lacks a fixed, regular and adequate nighttime residence.

On-site Parking Requirement: One space per four beds, or one space per 750 square feet of gross floor area, if no beds are provided.

Case #	Violation Location	Violation Comments
89868		Cease all homeless shelter activity at this R-1 zoned property. Only permenant residents may reside in the property. Short term residence is not allowed.

19.04.020 (A) ACCESSORY USES : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.04.020 Accessory uses and structures.

Activity that is currently occuring on this residential property is not an approved accessory use.

This property is only allowed to have residential accessory uses for the following; yard sales, room rental, and residential vehicle sales.

Any other use, would require prior approval from the Planning & Development Department, 731 S. 4th Street, or contact at 702-229-6301 for more information.

Case #	Violation Location	Violation Comments
89868	On property	Rescue Mission or Shelter for the Homeless not permitted at this residential property. Cease all activity.

9.04.010 (6) ILLEGAL BUSINESS : LVMC 9.04.010 (6) Operating a business without a current license as required by Title 6.

Case #	Violation Location	Violation Comments
89868	6.02.060(A)(1)&(3) Conducting Business without a License	Cease operating a homeless shelter, halfway house, group home under the business name of Krystal Light Ministry. Cease all dispatch work for handy man work for compensation to residences.

NRS 449 : NRS 449 MEDICAL, GROUP HOME AND OTHER RELATED FACILITIES

NRS 449.008 "Halfway house for recovering alcohol and drug abusers" defined. "Halfway house for recovering alcohol and drug abusers" means a residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse. The term does not include a facility for transitional living for released offenders.

(Added to NRS by 2001, 2518; A 2005, 2350)

NRS 449.0055 "Facility for transitional living for released offenders" defined.

1. "Facility for transitional living for released offenders" means a residence that provides housing and a living environment for persons who have been released from prison and who require assistance with reintegration into the community, other than such a residence that is operated or maintained by a state or local government or an agency thereof. The term does not include a halfway house for recovering alcohol and drug abusers or a facility for the treatment of abuse of alcohol or drugs.

2. As used in this section, "person who has been released from prison" means:

(a) A parolee.

(b) A person who is participating in:

(1) A judicial program pursuant to NRS 209.4886 or 213.625; or

(2) A correctional program pursuant to NRS 209.4888 or 213.632.

(c) A person who is supervised by the Division of Parole and Probation of the Department of Public Safety through residential confinement pursuant to NRS 213.371 to 213.410, inclusive.

(d) A person who has been released from prison by expiration of his or her term of sentence.

(Added to NRS by 2005, 2349)

NRS 449.0356 Certification required for alcohol and drug abuse programs operated or provided by facility for transitional living for released offenders. Each alcohol and drug abuse program operated or provided by a facility for transitional living for released offenders must be certified by the Division of Mental Health and Developmental Services of the Department of Health and Human Services in accordance with the requirements set forth in chapter 458 of NRS and any regulations adopted pursuant thereto. As used in this section, "alcohol and drug abuse program" has the meaning ascribed to it in NRS 458.010.

(Added to NRS by 2005, 2350)

Case #	Violation Location	Violation Comments
89868		Please note all State of Nevada Requirements. Facility must cease operatio0ns until all requirements are met for State of Nevada and City of Las Vegas.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 25 at (702)229-5184 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

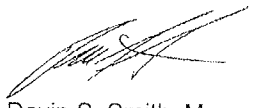
As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at

the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas General Conditions of Abatement

YAHOO! MAIL Classic

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CITY CLERK
2010 JUL -2 A 11:21

Request for Public Hearing Monday, June 21, 2010 10:25 PM

From: "Darryl Willhite" <krystallightministries@yahoo.com>
To: sslovis@lasvegasnevada.gov

To Scott
In the name of Jesus we greet you:
We are requesting a public hearing to be held as soon as possible ,so that we can determine what is needed for compliance with your codes.
On several occasions you have visited our home in response to a complaint by someone.On each of these occasions we have co-operated and each time the complaints were found by you to be unsubstantiated .However you have continued to show up at our door with the same complaint.We requested a hearing.Since no formal charges had been filed you said we could only have a meeting with your director.

On Thursday,June10,2010,we met with your director,supervisor and another investigator.At that time we were told that we needed a special use permit to have more than 2 people at the bible study we conduct. We were referred to Mr Peter Lowenstein in the planning department.

We say Mr. Lowenstein that afternoon and was informed by him that based on the ordinance used and the information we gave him ,he was not sure we needed a permit.However he was taking the information we gave him to his supervisor and would have him make the final determination.We left our contact information for him.

Later that afternoon we were informed that we could not have a bible study in our home. We asked that he give us this information in writing along with the ordinance that prohibits this activity.As of today we have not received this information.
We are requesting a public hearing to be held as soon as possible ,so that we can have this matter clarified.

God Bless
Pastor Darryl Willhite
Krystal Light Ministries
408-849-6471

Pastor Darryl Willhite
Gloria Means

Hi, Darryl | Sign Out | All-New Mail | Help | Trending: Megan Fox Yahoo! Mail

YAHOO! MAIL Classic

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RECEIVED
CITY CLERK
2010 JUL -2 A 11:21

Send | Save as a Draft | Cancel

Insert addresses (separated by commas) Show Bcc

To: Las Vegas City Clerk

Cc:

Subject: request for public hearing

Attach Files Plain Text

June30,2010
To Whom It May
Concern: This is in response to the nuisance notice and order to comply,case #89868.The address is 5517 Ghost Rider Ct. Enclosed is the original letter which we requested a public hearing. I hope that this is enough to appeal . Pastor Darryl Willhite and Gloria Means

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Pastor Darryl Willhite
Gloria Means

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LAS VEGAS CITY COUNCIL

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ELIZABETH N. FRETWELL
CITY MANAGER

July 2, 2010 CERTIFIED & REGULAR MAIL

Pastor Darryl Willhite
Ms. Gloria Means
5 Dickson Road
Marlboro, NJ 07746-1501

Re: Appeal of the Notice and Order to Comply for property located at 5517 Ghost Rider Court, Case #89868

Dear Pastor Willhite and Ms. Means:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 21st day of July, 2010, at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on July 2, 2010, requesting the same, concerning the Notice and Order to Comply for property located at 5517 Ghost Rider Court.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Michelle Thackston, Ward 6 Executive Assistant
Pastor Willhite and Ms. Means, 5517 Ghost Rider Court

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7/21/2010 Case #89868
Pastor Darryl Willhite
Ms. Gloria Means
5517 Ghost Rider Court
Las Vegas, NV 89131

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Gloria Means ☒ Agent ☐ Addressee

B. Received by *(Printed Name)* G Means C. Date of Delivery 7/03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7007 3020 0003 1596 5749

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

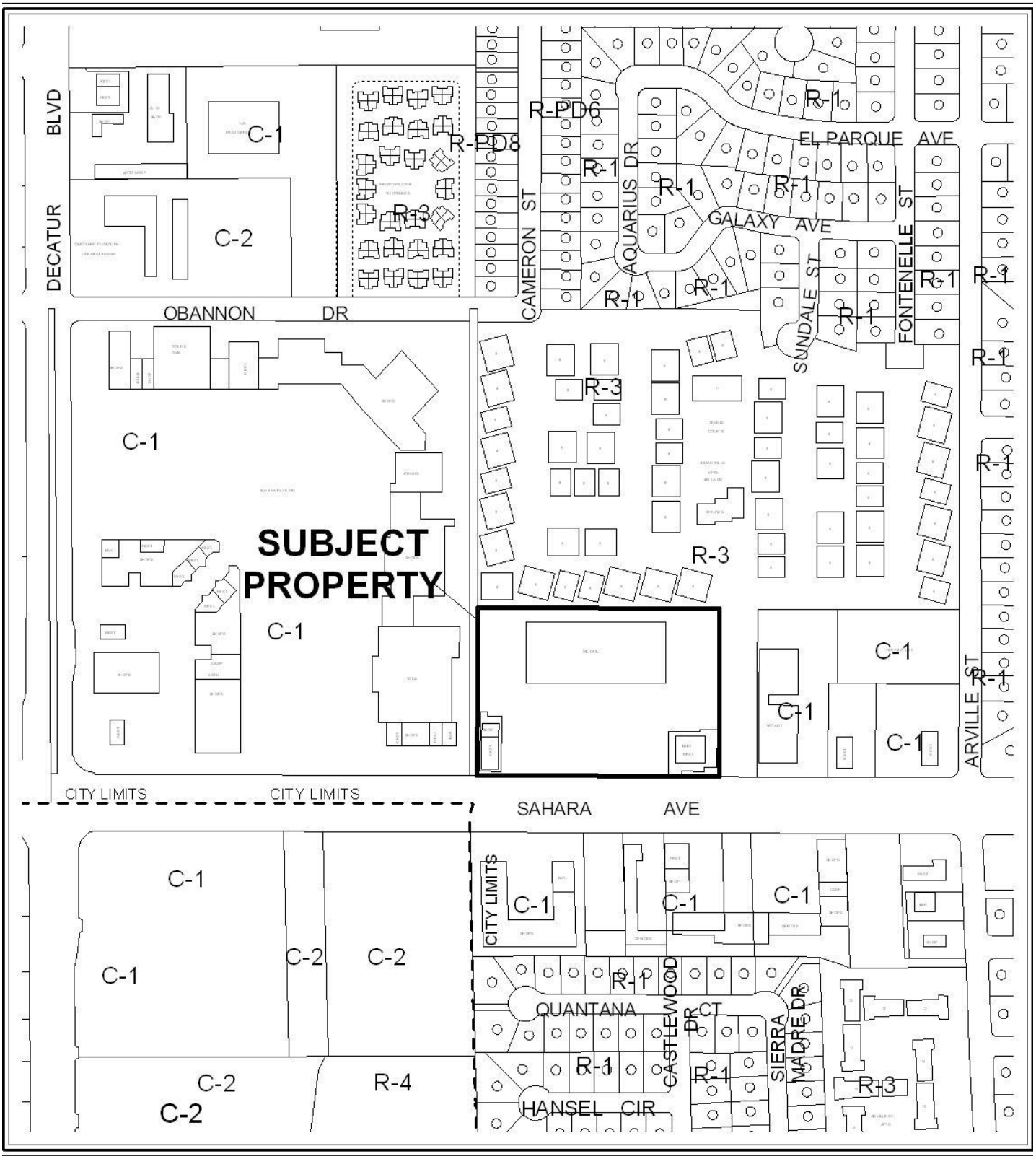
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-38422 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: FRESH & EASY NEIGHBORHOOD MARKET - OWNER: FACCHINO LABARBERA SAHARA, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27506) FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN APPROVED 17,307 SQUARE-FOOT GROCERY STORE at 4580 West Sahara Avenue (APN 162-06-411-004), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). 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. City Council Approval Letter for EOT-34161
5. Justification Letter



CASE: **EOT-38422**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 200 400 Feet

CASE: **EOT-38422**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FRESH & EASY NEIGHBORHOOD MARKET - OWNER: FACCHINO LABARBERA SAHARA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38422	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-38422 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-27506) shall expire on June 4, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-27506) and all other site related actions as required by the Planning and Development Department and the Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The proposed grocery store with beer/wine/cooler off-sale (SUP-27504) located at 4580 West Sahara Avenue is not open for business as of yet, but anticipates opening in March 2011. The applicant received a Certificate of Occupancy on 2/12/09, and applied for their business licenses with the licenses in 'pending' status as the store is not ready to open. The area surrounding the store is clean and free of debris with all landscaped areas being well maintained. The applicant is requesting an additional one-year extension of time so they may allow stores to open throughout the Las Vegas area based on the potential economic return at each specific location. Staff has no objection to this request and is recommending approval. If the request is denied, the Special Use Permit (SUP-27504) will be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/24/08	The Planning and Development Department approved a request for an Administrative Site Development Plan Review (SDR-25837) for proposed modifications to an existing shopping center on 6.15 acres at 4580 West Sahara Avenue.
06/04/08	The City Council approved a request for a Special Use Permit (SUP-27506) for a proposed Beer/Wine/Cooler Off-Sale Establishment within an approved 17,307 square-foot Grocery Store located at 4580 West Sahara Avenue, Ste 150. The Planning Commission recommended approval on 05/08/08.
06/17/09	The City Council approved a request for an Extension of Tine (EOT-34161) of a previously approved Special Use Permit (SUP-27506) for a proposed Beer/Wine/Cooler Off-Sale Establishment within an approved 17,307 square-foot Grocery Store located at 4580 West Sahara Avenue, Ste 150.

Related Building Permits/Business Licenses	
04/13/10	Business licenses C05-02589 (Tobacco Sales), D11-00227 (Drug Store), and Q04-00037 (Pharmacist) were cancelled due to the store going out of business at 4580 West Sahara Avenue, Ste 110.
07/15/08	Business licenses (G05-92944 and L10-92945) were filed for a Grocery Store and for Beer/Wine/Cooler Off-Sale Establishment at 4580 West Sahara Avenue, Ste 150. The licenses are in 'pending' status as of 12/10/09 as the business is not ready to open until March 2011.
07/21/08	A building permit (106991) was issued for tenant improvements at 4580 West Sahara Avenue, Suite 150. The permit was finalized on 02/17/09 with a Certificate of Occupancy issued on 02/12/09.

Pre-Application Meeting
A pre-application meeting was not required nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Field Check	
06/09/10	Staff conducted a field check of the subject site with the following observations: • The store is not open for business as of yet. • The area surrounding the building was clean and free of debris with landscaped areas being well maintained.

Details of Application Request	
Site Area	
Gross Acres	6.13

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishments, Tavern, Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential and Apartments)
South	Commercial Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
East	Restaurant and Vacant Building	SC (Service Commercial)	C-1 (Limited Commercial)
West	Commercial Establishments	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-27506) for a Grocery Store with Beer/Wine/Cooler Off-Sale (SUP-27506). Building permit #106991 was issued on 07/21/08 for tenant improvements with a certificate of occupancy awarded on 2/12/09. The appropriate business licenses have been applied for, but not yet issued as the business does not anticipate opening until March 2011. Staff conducted a field check of the subject site and found the area surrounding the business neat and clean in appearance with the landscaped areas being properly maintained. There has been new development in the surrounding areas that include a Secondhand Dealer and Beer/Wine/Cooler On-Sale Establishment within an existing restaurant to the west and another Secondhand Dealer to the south.

FINDINGS

The Special Use Permit (SUP-27506) has not met Title 19.18.060 requirements to exercise the entitlement as a business license is required to conduct the activity and has not been issued. The applicant is requesting an additional one-year extension of time to allow their stores to open based on the potential economic return at each location. Staff has no objection to this request and is recommending approval with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-27506) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38422** APN: 162-06-411-004

Name of Property Owner: Facchino Labarbera Sahara, LLC

Name of Applicant: Fresh & Easy Neighborhood Market

Name of Representative: Bradshaw & Associates

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: Mike LaBarbera

Subscribed and sworn before me

This 24th day of May, 2010

Ingrid D. Anderson

Notary Public in and for said County and State

INGRID D. ANDERSON
COMM. #1872373
NOTARY PUBLIC • CALIFORNIA
SANTA CLARA COUNTY
Comm. Exp. DEC. 26, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time on EOT-34161 (SUP-27506)

Project Address (Location) 4580 West Sahara Avenue, Las Vegas, NV 89102

Project Name Fresh & Easy Neighborhood Market **Proposed Use** Grocery Store

Assessor's Parcel #(s) 162-06-411-004 **Ward #** 1

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 61,125 **Floor Area Ratio** .05

Gross Acres 6.15 **Lots/Units** 1 **Density** N/A

Additional Information Beer/Wine/Cooler Off-Sale Establishment

PROPERTY OWNER Facchino Labarbera Sahara, LLC **Contact** Michael Labarbera

Address 873 BLOSSOM HILL ROAD **Phone:** (408) 947-1166 **Fax:** (408) 947-1766

City SAN JOSE **State** CA **Zip** 95123

E-mail Address

APPLICANT Fresh & Easy Neighborhood Market **Contact** Adam Mayfield

Address 2120 Park Place, Suite 200 **Phone:** (310) 867-0535 **Fax:** (310) 341-1501

City El Segundo **State** CA **Zip** 90245

E-mail Address adam.mayfield@freshandeasy.com

REPRESENTATIVE Bradshaw & Associates **Contact** Leni Skaar

Address 2815 West Lake Mead Blvd., Suite 102 **Phone:** (702) 647-4247 **Fax:** (702) 647-6924

City North Las Vegas **State** NV **Zip** 89032

E-mail Address leni.skaar@yahoo.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 Mike LaBarbera

Subscribed and sworn before me

This 24th day of May, 2010.

Ingrid D. Anderson

Notary Public in and for said County and State

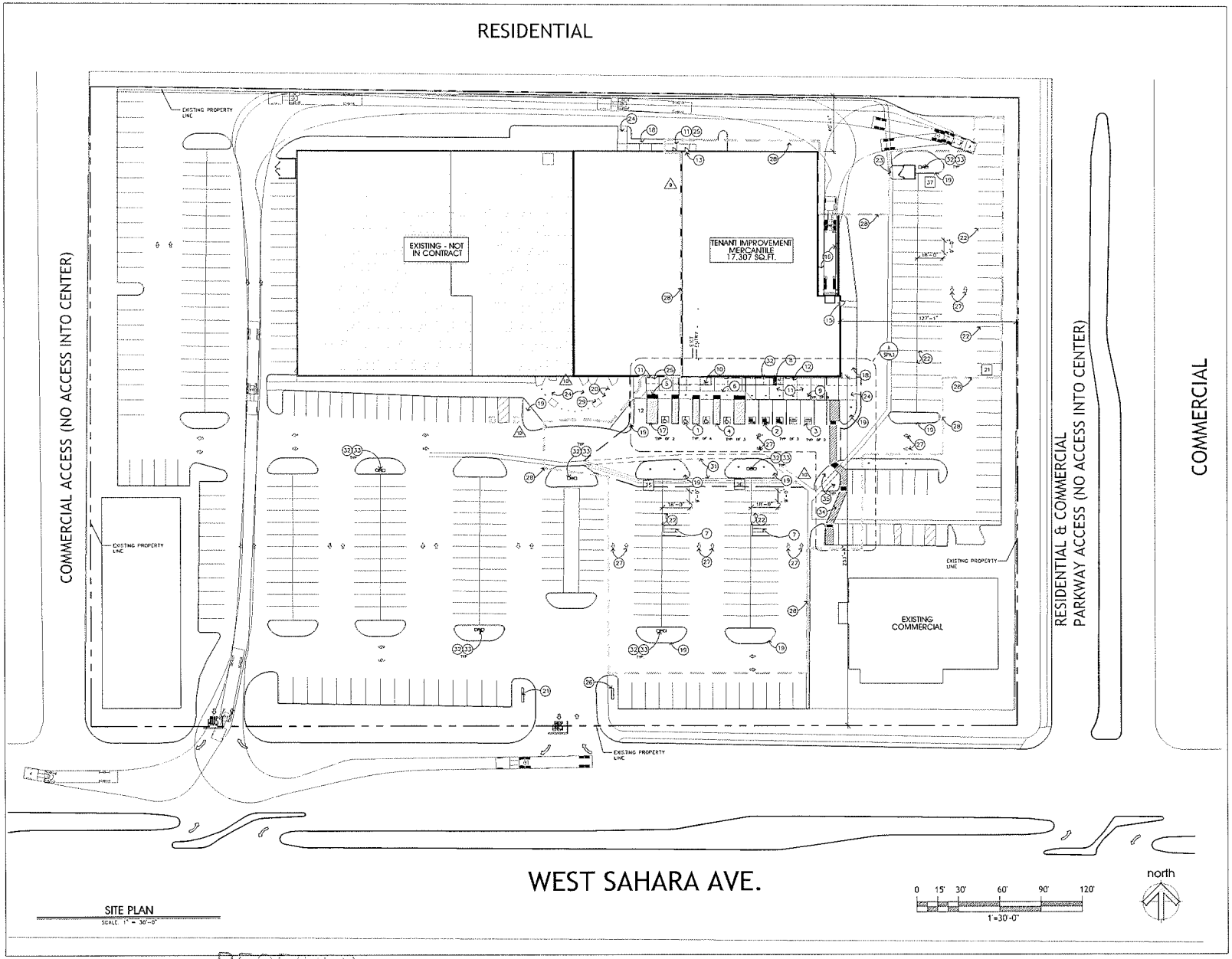
INGRID D. ANDERSON
COMM. #1872373
NOTARY PUBLIC • CALIFORNIA
SANTA CLARA COUNTY
Comm. Exp. DEC. 26, 2013

FOR DEPARTMENT USE ONLY

Case #	EOT-38422
Meeting Date:	7-21-10
Total Fee:	$300.00
Date Received:*	6-2-10
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



SITE PLAN
SCALE: 1" = 30'-0"

RECEIVED
JUN 02 2010

EOT-38422

DRAKE
495 SOUTH BROADWAY
DENVER, COLORADO 80209
PH. 303-825-6500
FAX 303-825-7206

Stantec
Stantec Architecture Inc.
1137 N. McDowell Blvd, Petaluma, CA U.S.A. 94954
Tel: 707.765.1950 Fax: 707.765.1908R www.stantec.com

KEY NOTES:

1. NEW ACCESSIBLE PARKING STALLS - SEE DETAIL 02/SP1
2. NEW ADULT/CHILD PARKING STALLS - SEE DETAIL 08/SP1
3. NEW HYBRID PARKING STALLS - SEE DETAIL 03/SP2
4. NEW ACCESSIBLE AISLE 5' X 18' - SEE DETAIL 04/SP1
5. NEW ACCESSIBLE CURB RAMP WITH 3' TACTILE WARNING (1:12)& SLOPE)- THICKNESS TO MATCH EXISTING. VERIFY WITH SOILS REPORT FOR THICKNESS AND PSI. SEE SPECIFICATIONS FOR REINFORCING. - SEE DETAILS 01/SP1, 04/SP1, 06/SP1, 10/SP1 (VERIFY WITH LOCAL CODES FOR REQUIREMENTS)
6. NEW 7" CONCRETE SLAB WITH 6' WIDE TACTILE WARNING (1:12)& SLOPE)-THICKNESS TO MATCH EXISTING. VERIFY WITH SOILS REPORT FOR THICKNESS AND PSI. SEE SPECIFICATIONS FOR REINFORCING. - SEE DETAILS 04/SP1, 12/SP1 (VERIFY WITH LOCAL CODES FOR REQUIREMENTS)
7. NEW CART CORRAL - 05/SP1
8. NEW CART STORAGE RAILING -1-1/2" DIAL. PIPE RAIL TO 42" A.F.G.
9. NEW PARKING SIGN BOLLARDS, BASE 12" DIA., 36" HIGH IN LIEU OF WHEEL STOPS - SEE DETAILS 08/SP1, 9/SP1
10. NEW TRASH RECEPTACLE - SEE SPECIFICATIONS
11. NEW CONCRETE WALK TO MATCH EXISTING - SEE DETAILS 01,04,06,10/SP1
12. NEW BIKE RACK - SEE DETAIL 11/SP1
13. NEW EMERGENCY EXIT DOOR
14. EXISTING 6" HIGH VERTICAL CONCRETE CURB
15. LOADING DOCK MAN DOOR
16. EXISTING LOADING DOCK & TRUCK WELL
17. NEW 8' X 18' ACCESSIBLE AISLE - SEE DETAIL 04/SP1
18. EXISTING LANDSCAPE PLANTER
19. EXISTING LANDSCAPE MEDIAN
20. EXISTING BOLLARDS
21. EXISTING SHOPPING CENTER PYLON
22. EXISTING PARKING SPACES TO BE RESTRIPED
23. EXISTING TRASH ENCLOSURE
24. EXISTING CONCRETE WALK WAY
25. REMOVE EXISTING LANDSCAPE BED AND PROVIDE NEW CONCRETE SLAB TO MATCH EXISTING SLOPE
26. NEW WELCOME & THANK YOU SIGN PROVIDED BY OTHERS
27. NEW PAINTED TRAFFIC ARROWS - SEE DETAIL 07/SP1
28. LIMIT OF CONSTRUCTION
29. EXISTING BUILDING ENTRY CANOPY TO REMAIN
30. NEW CONCRETE PAD
31. RELOCATED 3' WIDE VALLEY GUTTER (A1)
32. EXISTING LIGHT TO REMAIN
33. CUSTOMER PARKING ONLY SIGNAGE MOUNTED ON LIGHT POLE. SEE DETAIL 8/SP1
34. NEW STRIPPED ACCESSIBLE PATH OF TRAVEL
35. EXISTING TREES TO REMAIN (10)

SITE DATA:

ACCESSIBLE PARKING STALLS	4
90° X 18'	
ADULT/CHILD STALLS	3
90° X 18'	
HYBRID PARKING STALLS	3
90° X 18'	
STANDARD PARKING STALLS	100
90° X 18'	
TOTAL PARKING STALLS	110

CONSTRUCTION:
Do not use drawing for construction unless initialed

NO.	DATE	REMARKS
A	01/18/2008	PERMIT
B	03/15/2008	CLIENT REV. & DA
C	06/02/2008	PLAN COORDINATION
D	06/16/08	ADDITIONAL CITY COMMENTS
E	09/01/08	VALUE ENGINEERING REVISIONS
F	09/12/2008	DESIGN REVISIONS
G	11/19/2008	DESIGN REVISIONS

fresh & easy

STORE # LV020091NE01

SAHARA and DECATUR
4580 W. SAHARA AVE.
LAS VEGAS, NV

SHOPPING CENTER
SITE PLAN

SPA

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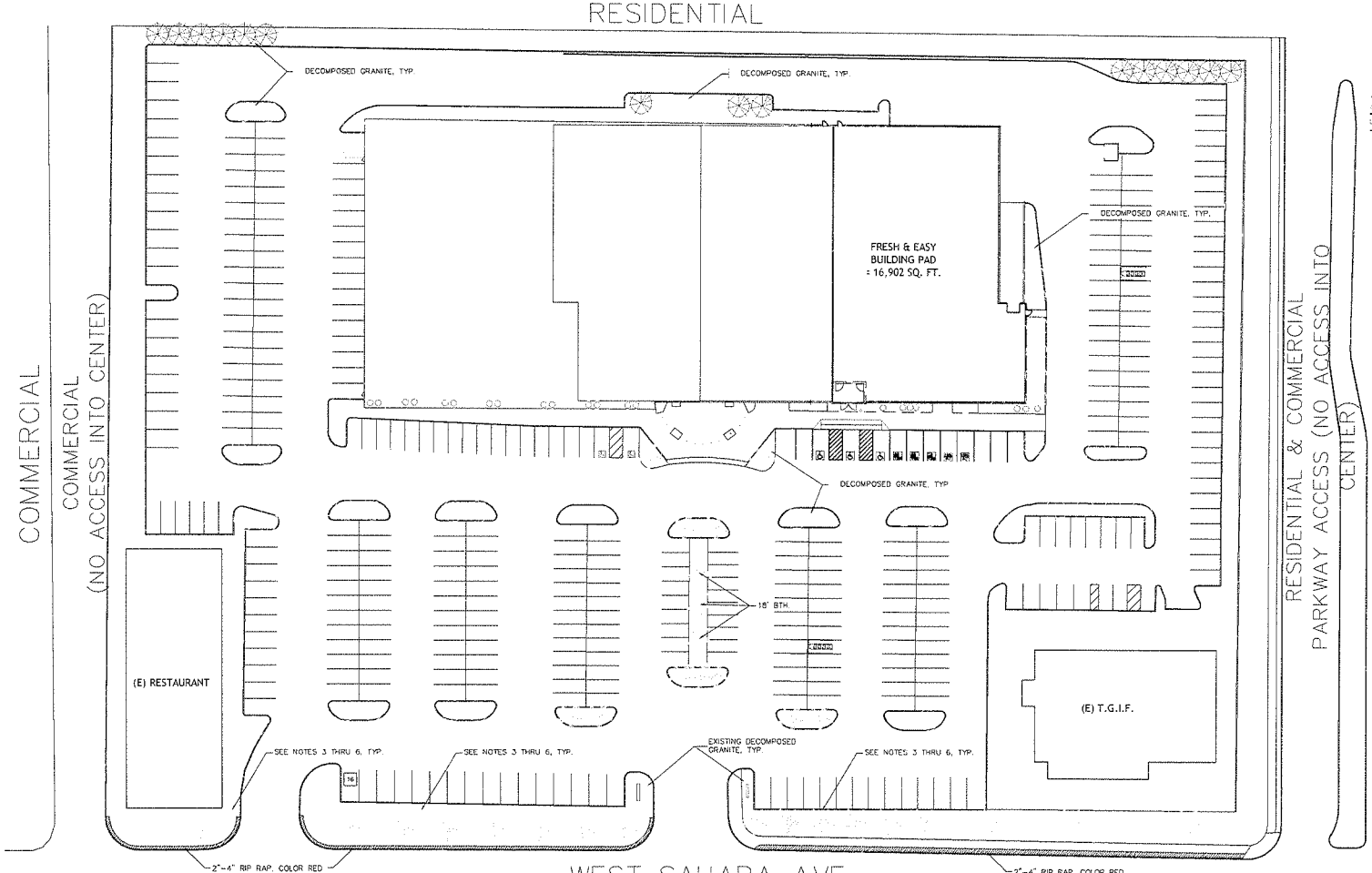


EXISTING LANDSCAPE PLAN

SCALE: 1"=30'-0"

RECEIVED
JUN 02 2010

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	
	EXISTING TREES		
	EXISTING WASHINGTONIA ROBUSTA	EXISTING MEXICAN FAN PALM	ALL PALMS ARE APPROX. 25' B/H UNLESS NOTED OTHERWISE ON PLAN, TYP.
	EXISTING PINUS CLOMOSA	EXISTING MONDEL PINE	TREE SIZES ARE APPROX. 30'(H)X20'(W).
	EXISTING NERIUM OLEANDER	EXISTING OLEANDER	OLEANDERS HAVE BEEN PRUNED TO TREE FORM. SIZES ARE APPROX. 10'(H)X10'(W).
	EXISTING LIGUSTRUM LUCIDUM	EXISTING GLOSSY PRIVET	
	EXISTING CERCIS OCCIDENTALIS	EXISTING WESTERN REDBUD	TREE SIZES ARE APPROX. 12'(H)X9'(W)
	EXISTING RAPHIOLEPIS	EXISTING HAWTHORN	TREES SIZES ARE APPROX. 12'(H)X12'(W)
	SHRUBS:		
○	ARBUTUS UNEDO	EXISTING SHRUB	SEVERAL OF THE SHRUBS ARE DEFOLIATED AND BURNING DUE TO SOUTH FACING SUN ORIENTATION. THE CURRENT SIZE OF THESE EXISTING SHRUBS WOULD BE NEAR TO THE SIZE OF A NEW 15 GAL. SHRUB.

GENERAL NOTES:

1. EXISTING DECOMPOSED GRANITE IS LOCATED IN PLANTERS ADJACENT TO THE BUILDING, AS WELL AS IN THE PARKING ISLANDS AND PERIMETER LANDSCAPE AREAS. DECOMPOSED GRANITE IS RELATIVELY CONSISTENT IN COVERAGE ADJACENT TO THE BUILDING, WHILE THE COVERAGE IN THE PARKING ISLANDS AND PERIMETER AREAS IS NOT AS CONSISTENT AND NEARLY BARE IN SOME AREAS. EXISTING DECOMPOSED GRANITE IS APPROXIMATELY 1/2" SCREENED, COLOR: RED
2. AN APPROXIMATELY 2'-0" WIDE BAND OF RIP RAP EXISTS B.O.C. ALONG THE SAHARA FRONTAGE. EXISTING RIP RAP IS APPROX. 2"-4" DIA., COLOR: RED
3. ALL UTILITIES AND EXISTING IRRIGATION ARE TO BE PRESERVED AND PROTECTED IN PLACE. EXISTING REMOTE CONTROL VALVES SERVICING ADJACENT AREAS MUST REMAIN IN OPERATION DURING THE COURSE OF THE PROJECT. SHOULD THERE BE ANY DISRUPTION IN WATER SERVICE AS A RESULT OF THIS WORK OCCURS, WHICH RESULTS IN THE DEATH OF PLANTS, THE CONTRACTOR WILL BE RESPONSIBLE TO REPLACE PLANT IN LIKE KIND (SPECIES, QUANTITY, SIZE).
4. ALL EXISTING PLANTING AREAS WITH DECOMPOSED GRANITE SHALL BE CLEANED FREE OF WEEDS, LITTER, AND DEBRIS AND RE-MULCHED WITH DECOMPOSED GRANITE TO A MINIMUM DEPTH OF 2". COLOR AND SIZE TO MATCH EXISTING.
5. A FIELD VISIT BY THE CONTRACTOR PRIOR TO BIDDING IS REQUIRED. DURING FIELD VISIT EXISTING PLANT MATERIAL IS TO BE EVALUATED AND DOCUMENTED. ADDITIONAL PLANT MATERIAL AND LABOR MAY BE NEEDED TO REPLACE ALL DEAD AND DECLINING PLANT MATERIAL AND TO MAKE SITE COMPLIANT WITH CURRENT STANDARDS AS INDICATED IN CITY OF LAS VEGAS TITLE 19 DESIGN STANDARDS. ALL WORK TO BE INCLUDED IN BID
6. ANY FIELD CONDITIONS AFFECTING THE CONTRACTOR'S ABILITY TO MEET DESIGN CRITERIA OR ANY EQUIPMENT REQUIRING REPAIR/REPLACEMENT ARE TO BE ITEMIZED IN BID SUBMITTAL WITH ALL LABOR AND MATERIAL COSTS INCLUDED

0 30' 60' 120'

NORTH

JWZUNINO & ASSOCIATES
LANDSCAPE ARCHITECTURE
LAND PLANNING
3191 South Jones Blvd.
Las Vegas Nevada 89146
Phone (702) 253-8390
Fax (702) 253-1016
E-Mail jw@jwzunino.com

DRAKE COOPER
496 SOUTH BROADWAY
DENVER, COLORADO 80209
PH: 303-825-8500
FAX: 303-825-7200

RHL DESIGN GROUP INC.
PROJECT MANAGEMENT SERVICES
1137 NORTH McDOWELL BLVD.
PETALUMA, CALIFORNIA 94954
(707) 765-1660

JOHN. W. JOHNSON, ARCHITECT
1137 NORTH McDOWELL BLVD.,
PETALUMA, CALIFORNIA 94954
P (707)765.1660
F (707) 765.9908

NO.	DATE	REVISIONS
1	--	--
2	--	--
3	--	--
4	--	--
5	--	--

fresh & easy

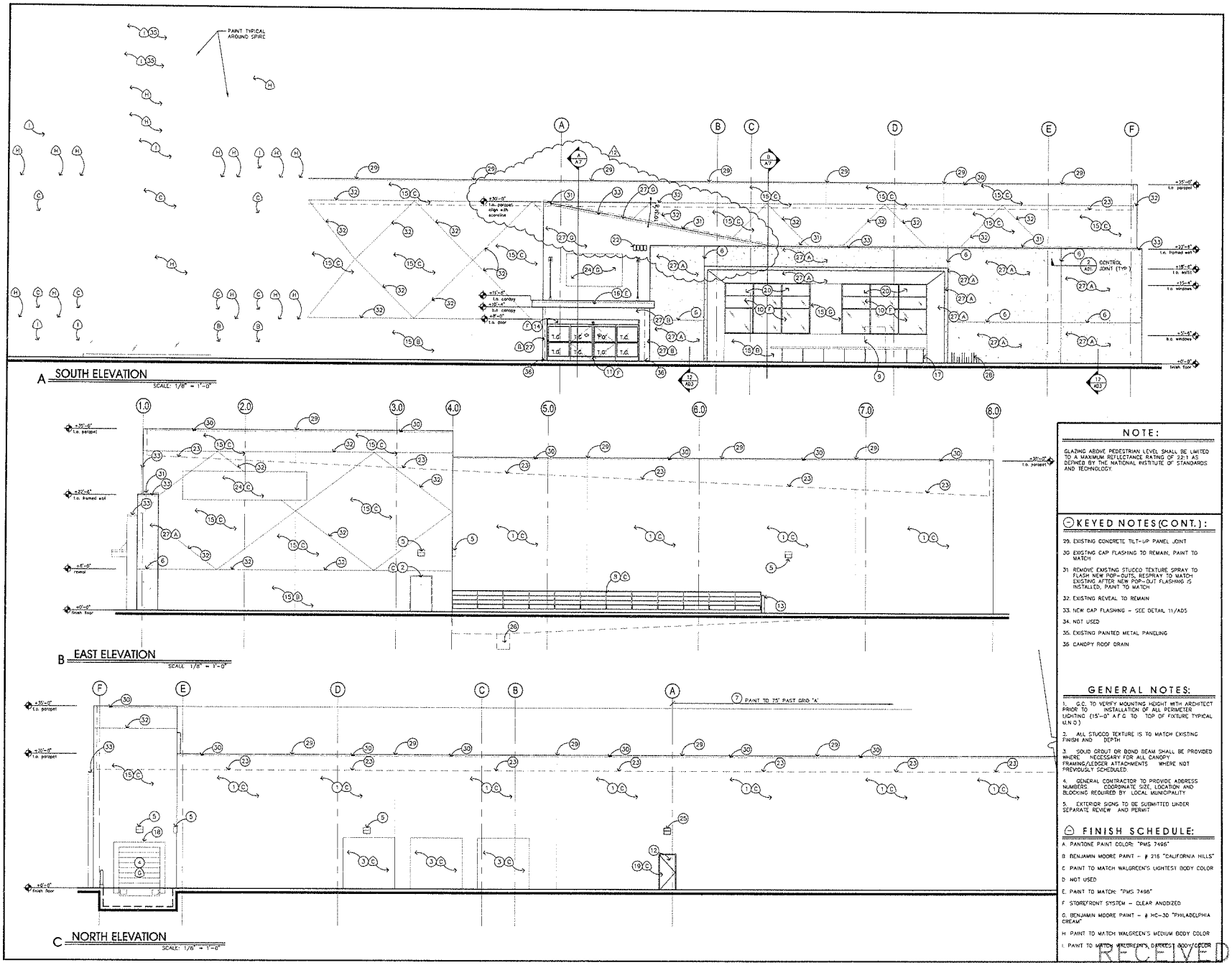
LV020091NE01

SAHARA and DECATUR
5055 W. SAHARA AVE.
LAS VEGAS, NV

SHEET TITLE:
EXISTING LANDSCAPE PLAN

SHEET NO.
L1

EOT-38422



BRAKE Industries
408 SOUTH BROADWAY
DENVER, COLORADO 80209
PH: 303-825-8500
FAX: 303-825-7200

Stantec
Stantec Architecture Inc.
1137 N. McDowell Blvd. Petaluma, CA U.S.A. 94954
Tel: 707.765.1660 Fax: 707.765.9908 www.stantec.com

KEYED NOTES:

1. EXISTING CONCRETE TILT-UP PANELS
2. EXISTING MAN DOOR
3. (E) EXISTING ROLL UP DOORS TO BE REMOVED AND OPENINGS PREPPED FOR INFILL SEE B/AD.0 AND STRUCTURAL DRAWINGS
4. EXISTING LOADING DOCK AND ROLL UP DOOR
5. EXISTING LIGHT FIXTURE TO REMAIN
6. NEW STUCCO CONTROL JOINT, USG #100
7. LIMIT OF WORK
8. NEW PIPE GUARD RAIL
9. REMOVE EXISTING DOOR AND INFILL WITH CONCRETE– SEE STRUCTURAL DRAWINGS
10. CUT OPENING IN EXISTING CONCRETE TILT-UP PANEL TO ACCOMMODATE NEW ALUMINUM STOREFRONT WINDOW SYSTEM – 1" INSULATED GLAZING WITH LOW "E" COATING – FINISH CLEAR ANODIZED, SEE STRUCTURAL DRAWINGS
11. CUT OPENING IN EXISTING CONCRETE TILT-UP PANEL TO ACCOMMODATE NEW AUTOMATIC SLIDING ENTRY / EXIT DOOR – SEE SPECIFICATIONS – CLEAR ANODIZED FINISH – SEE DOOR SCHEDULE – SEE STRUCTURAL DRAWINGS
12. CUT OPENING IN EXISTING CONCRETE TILT-UP PANEL TO ACCOMMODATE NEW HOLLOW METAL DOOR– SEE SPECIFICATIONS– PAINT TO MATCH ADJACENT WALL COLOR– SEE DOOR SCHEDULE – SEE STRUCTURAL DRAWINGS
13. NEW PIPE BOLLARD
14. BREAK METAL
15. SYNTHETIC STUCCO SYSTEM OVER EXISTING TILT-UP CONCRETE PANELS
16. METAL CANOPY – SEE STRUCTURAL
17. GALVANIZED STEEL PIPE RAIL FOR CART STORAGE
18. EXISTING DOCK SEAL
19. NEW HOLLOW METAL DOOR – SEE SHEET A5
20. WINDOW GLAZING
21. ALL WEST, SOUTH AND EAST AING GLAZING, INCLUDING DOORS, SHALL HAVE SURFACE APPLIED TINT PER ATTACHED SPECIFICATIONS
22. G.C. TO PROVIDE AND INSTALL RAISED CHANNEL ADDRESS NUMBERS – G.C. TO COORDINATE THE ADDRESS NUMBER SIZE AND LOCATION WITH GOVERNMENTAL OFFICIALS
23. DASHED LINE INDICATES BOTTOM OF ROOF DECK ELEVATION – SEE STRUCTURAL
24. SIGN LOCATION – UNDER SEPARATE PERMIT – COORDINATE WITH OWNERS SIGN SUBCONTRACTOR – PROVIDE BLOCKING PER SIGN SUBCONTRACTOR
25. FULLY SHIELDED EXTERIOR WALL MOUNTED LIGHT FIXTURE – SEE ELECTRICAL DRAWINGS
26. EXISTING SUMP PIT AND TRUCK WELL
27. SYNTHETIC STUCCO OVER 5/8" EXTERIOR GRADE PLYWOOD, OVER EXISTING TILT-UP CONCRETE WALL
28. NEW BIKE RACK, CONTRACTOR TO INSTALL PER SPECIFICATIONS, SEE DETAIL 11/SP1

NOTE:

GLAZING ABOVE PEDESTRIAN LEVEL SHALL BE LIMITED TO A MAXIMUM REFLECTANCE RATING OF 22:1 AS DEFINED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

KEYED NOTES(CONT.):

29. EXISTING CONCRETE TILT-UP PANEL JOINT
30. EXISTING CAP FLASHING TO REMAIN, PAINT TO MATCH
31. REMOVE EXISTING STUCCO TEXTURE SPRAY TO FLASH NEW POP-OUTS, RESPRAY TO MATCH EXISTING AFTER NEW POP-OUT FLASHING IS INSTALLED, PAINT TO MATCH
32. EXISTING REVEAL TO REMAIN
33. NEW CAP FLASHING – SEE DETAIL 11/AD5
34. NOT USED
35. EXISTING PAINTED METAL PANELING
36. CANOPY ROOF DRAIN

GENERAL NOTES:

1. G.C. TO VERIFY MOUNTING HEIGHT WITH ARCHITECT PRIOR TO INSTALLATION OF ALL PERIMETER LIGHTING (15'-0" A.F.G. TO TOP OF FIXTURE TYPICAL U.N.O.)
2. ALL STUCCO TEXTURE IS TO MATCH EXISTING FINISH AND DEPTH
3. SOLID GROUT OR BOND BEAM SHALL BE PROVIDED WHERE NECESSARY FOR ALL CANOPY FRAMING/LEDGER ATTACHMENTS WHERE NOT PREVIOUSLY SCHEDULED
4. GENERAL CONTRACTOR TO PROVIDE ADDRESS NUMBERS COORDINATE SIZE, LOCATION AND BLOCKING REQUIRED BY LOCAL MUNICIPALITY
5. EXTERIOR SIGNS TO BE SUBMITTED UNDER SEPARATE REVIEW AND PERMIT

FINISH SCHEDULE:

A PANTONE PAINT COLOR: "PMS 7496"
B BENJAMIN MOORE PAINT – # 216 "CALIFORNIA HILLS"
C PAINT TO MATCH WALGREEN'S LIGHTEST BODY COLOR
D NOT USED
E PAINT TO MATCH "PMS 7496"
F STOREFRONT SYSTEM – CLEAR ANODIZED
G BENJAMIN MOORE PAINT – # HC-30 "PHILADELPHIA CREAM"
H PAINT TO MATCH WALGREEN'S MEDIUM BODY COLOR
I PAINT TO MATCH WALGREEN'S DARKEST BODY COLOR

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CONSTRUCTION: Do not use drawing for construction unless initialed		
NO.	DATE	INITIATED
1	01/18/2008	PERMIT
2	03/15/2008	CLIENT REV. & QA
3	03/15/2008	CITY COMMENTS
4	05/03/2008	PLAN COORDINATION
5	08/01/08	VALUE ENGINEERING REVISIONS
6	09/12/08	DESIGN REVISIONS
7	12/05/2008	DESIGN REVISIONS

fresh & easy

STORE # LV020091NE01

SAHARA and DECATUR
4580 W. SAHARA AVE.
LAS VEGAS, NV

SHEET TITLE: EXTERIOR ELEVATIONS

SHEET NO. A3

EOT-38422

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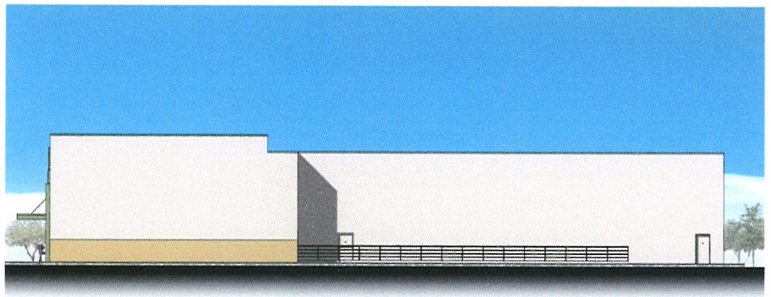
Plot[AM 05, 2008 10:03:36 by:zsgen] Plotted By:080705.0 Title Block.rtf DRC080705.0 Elevations 1c.pgs



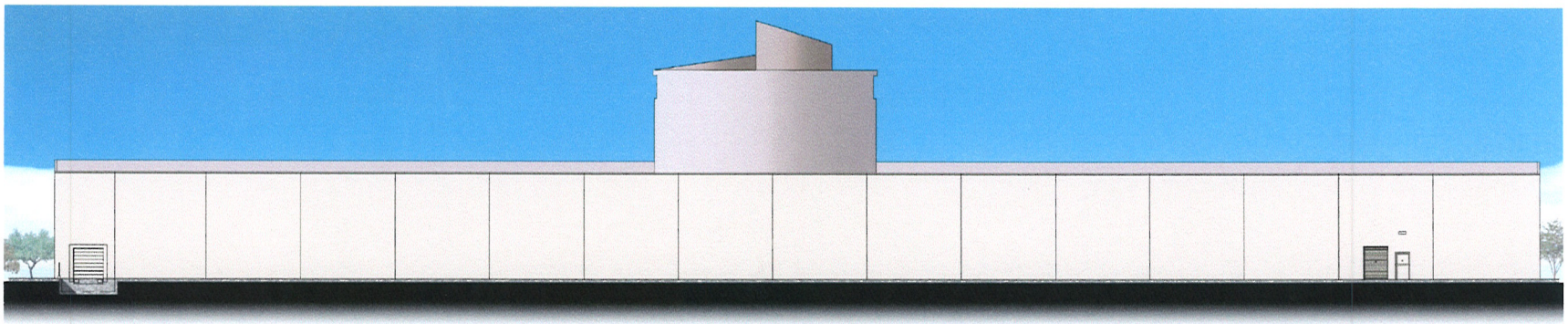
FRONT ELEVATION



SIDE ELEVATION

COLOR LEGEND

SPIRE TO MATCH WALGREEN'S ACCENT AND WAINSCOT PAINT COLORS



REAR ELEVATION

DRAKE Real Estate Services

TESCO
5480 W SAHARA AVE.
LAS VEGAS, NV

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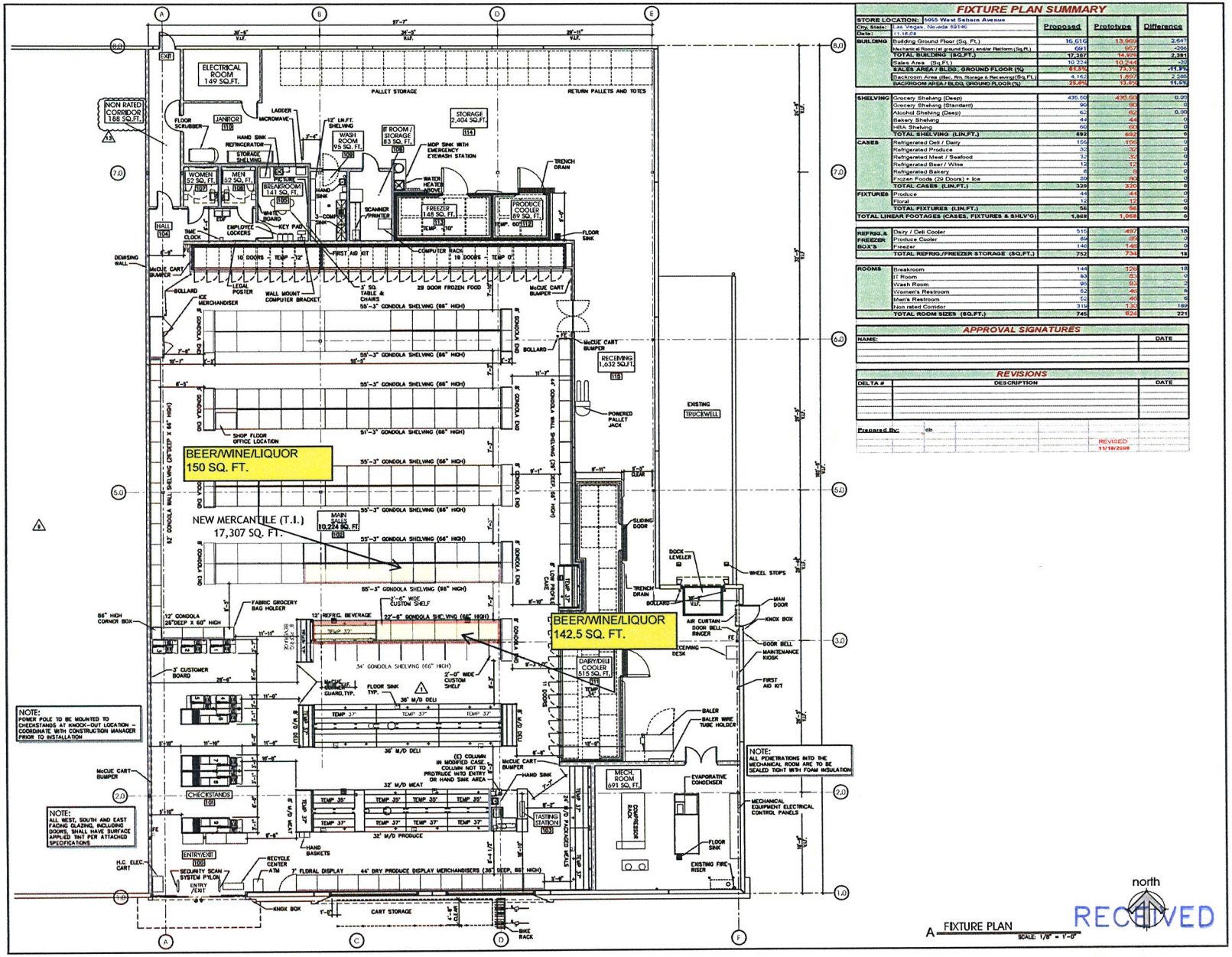
RHL DESIGN GROUP INC.
ILLUSTRATIONS

EOT-38422



A FIXTURE PLAN
SCALE: 1/8" = 1'-0"

FIXTURE PLAN SUMMARY

STORE LOCATION: 5055 West Sahara Avenue
City, State: Las Vegas, Nevada 89146
Date: 11.18.08

		Proposed	Prototype	Difference
BUILDING	Building Ground Floor (Sq. Ft.)	16,616	13,969	2,647
	Mechanical Retrivial ground floor and/or Platform (Sq.Ft.)	691	691	-266
	TOTAL BUILDING (SQ.FT.)	17,307	14,928	2,381
	Sales Area (Sq.Ft.)	10,224	10,744	-520
	SALES AREA / BLDG. GROUND FLOOR (%)	61.3%	73.3%	-11.9%
	Backroom Area (Rec. Rm, Storage & Receiving)(Sq.Ft.)	4,162	1,897	2,265
	BACKROOM AREA / BLDG. GROUND FLOOR (%)	25.0%	13.5%	11.5%
SHELVING	Grocery Shelving (Deep)	435.50	435.50	0.00
	Grocery Shelving (Standard)	90	90	0
	Alcohol Shelving (Deep)	62	62	0.00
	Bakery Shelving	44	44	0
	HBA Shelving	60	60	0
	TOTAL SHELVING (LIN.FT.)	692	692	0
CASES	Refrigerated Deli / Dairy	156	156	0
	Refrigerated Produce	32	32	0
	Refrigerated Meat / Seafood	32	32	0
	Refrigerated Beer / Wine	12	12	0
	Refrigerated Bakery	8	8	0
	Frozen Foods (29 Doors) + Ice	80	80	0
	TOTAL CASES (LIN.FT.)	320	320	0
FIXTURES	Produce	44	44	0
	Floral	12	12	0
	TOTAL FIXTURES (LIN.FT.)	56	56	0
TOTAL LINEAR FOOTAGES (CASES, FIXTURES & SHLV'G)		1,068	1,068	0
REFRIG.& FREEZER BOX'S	Dairy / Deli Cooler	515	497	18
	Produce Cooler	89	89	0
	Freezer	148	148	0
	TOTAL REFRIG./FREEZER STORAGE (SQ.FT.)	752	734	18
ROOMS	Breakroom	144	126	18
	IT Room	83	83	0
	Wash Room	95	93	2
	Women's Restroom	82	46	8
	Men's Restroom	82	46	6
	Non rated Corridor	319	130	189
	TOTAL ROOM SIZES (SQ.FT.)	745	624	221

APPROVAL SIGNATURES

NAME:	DATE

REVISIONS

DELTA #	DESCRIPTION	DATE

Prepared By: db

REVISED 11/19/2008

DRAKE Cook Architecture
400 SOUTH BROADWAY
DENVER, COLORADO 80209
PH: 303-825-8500
FAX: 303-825-7200

Stantec
Stantec Architecture Inc.
1137 N. Mcdowell Blvd. Petaluma, CA U.S.A. 94954
Tel. 707.765.1660 Fax. 707.765.9909 www.stantec.com

CONSTRUCTION: Do not use drawing for construction unless initialed

NO.	DATE	REVISIONS
1	01/18/2008	PERMIT
2	03/15/2008	CLIENT REV. & QUA
3	06/01/08	VALUE ENGINEERING REVISIONS
4	06/12/2008	DESIGN REVISIONS
5	12/11/08	DESIGN REVISION

fresh & easy

STORE # LV020091NE01

SAHARA and DECATUR
4580 W. SAHARA AVE.
LAS VEGAS, NV

SHEET TITLE: FIXTURE PLAN

F1

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EOT-38422

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 19, 2009

Mr. Michael Labarbera
Facchino Labarbera Sahara, LLC
18770 Cox Avenue
Saratoga, CA 95070

RE: EOT- 34161 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JUNE 17, 2009

Dear Mr. Jones:

The City Council at a regular meeting held June 17, 2009 APPROVED the request for an Extension of Time of an approved Special Use Permit (SUP-27506) FOR A PROPOSED BEER/WINE/COOLOR OFF-SALE ESTABLISHMENT WITHIN AN APPROVED 17,307 SQUARE-FOOT GROCERY STORE located at 4580 West Sahara Avenue (APN 162-06-411-004), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 18, 2009. This approval is subject to:

Planning & Development

1. This Special Use Permit (SUP-27506) shall expire on June 4, 2010 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-27506) and all other site related actions as required by the Planning and Development Department and department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Ms. Leni Skaar
Bradshaw & Associates
3753 Howard Hughes Parkway, Suite #200
Las Vegas, NV 89169

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CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

174928

EOT-38422

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BRADSHAW & ASSOCIATES

Zoning • Variances
Special Use

A Land Use Consulting Company

May 18, 2010

Dear Sir or Madam,

On behalf of my client, Fresh & Easy Neighborhood Market, I am requesting a 1-year Extension of Time on EOT-34161, which was approved by the City Council on June 4, 2010 and allows a Beer/Wine/Cooler Off-Sale Establishment within an approved grocery store at 4580 West Sahara Avenue. The Assessors Parcel Number is 162-06-411-004.

Due to the number of approved stores being redesigned and built to our new specifications, Fresh & Easy Neighborhood Market has scheduled completion of the work and future openings based on potential economic returns at each location.

Currently, a March 2011 opening is planned for this store and we ask for your understanding and support of our request for an extension of time on our special use permit.

Yours truly,

Leni Skaar

Leni Skaar

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JUN 02 2010

EOT-38422

7464 W. Sahara Ave • Las Vegas, NV 89117 • Office 702.492.0708 • Fax 702.492.0709

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

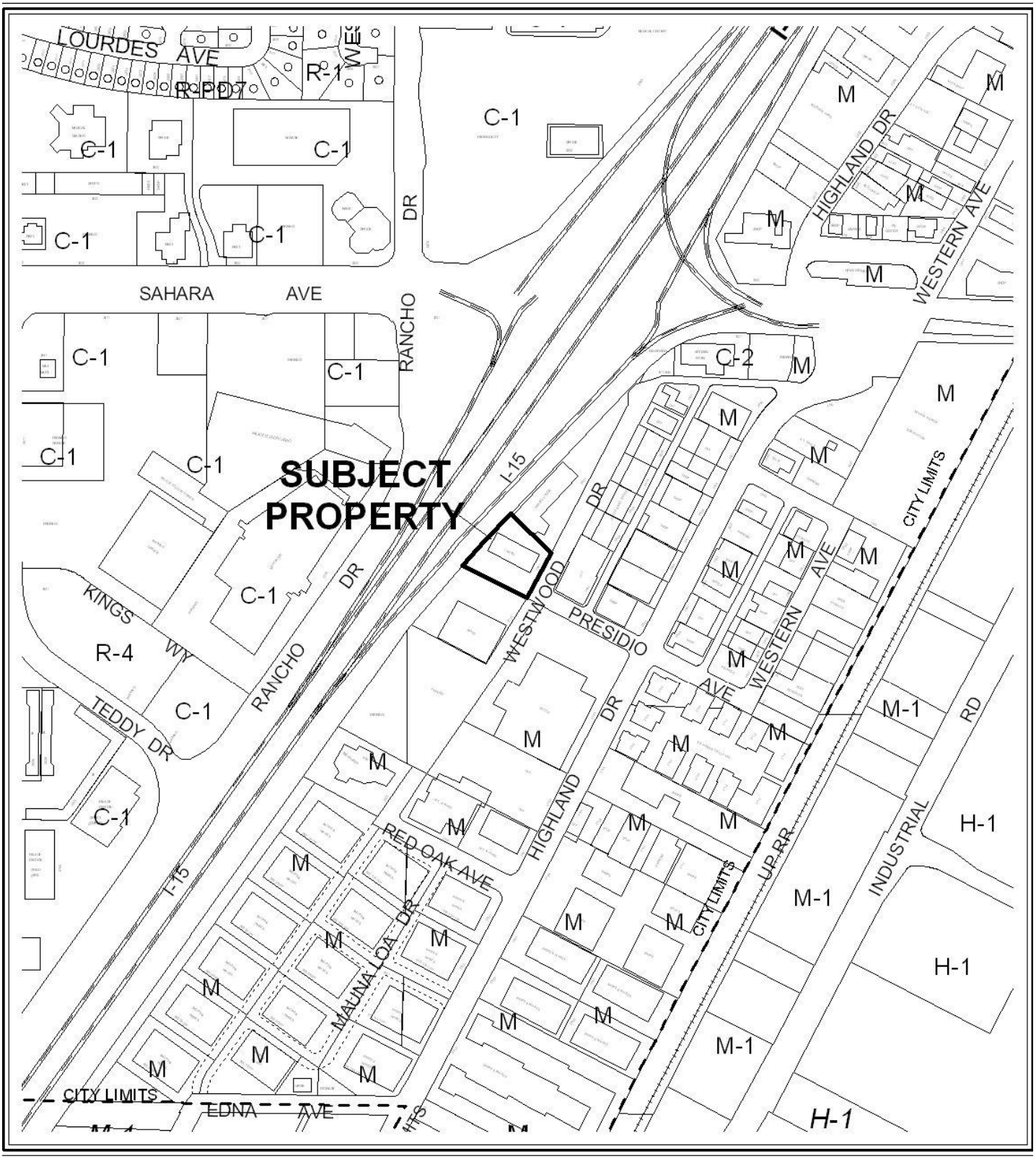
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-38475 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: O.H.D.B., LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27951) FOR A PROPOSED HOTEL LOUNGE BAR IN A HOTEL WITH 43 ROOMS at 2651 Westwood Drive (APN 162-09-102-006), M (Industrial) Zone, Ward 1 (Tarkanian). 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 APRPOVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-27951
5. Justification Letter



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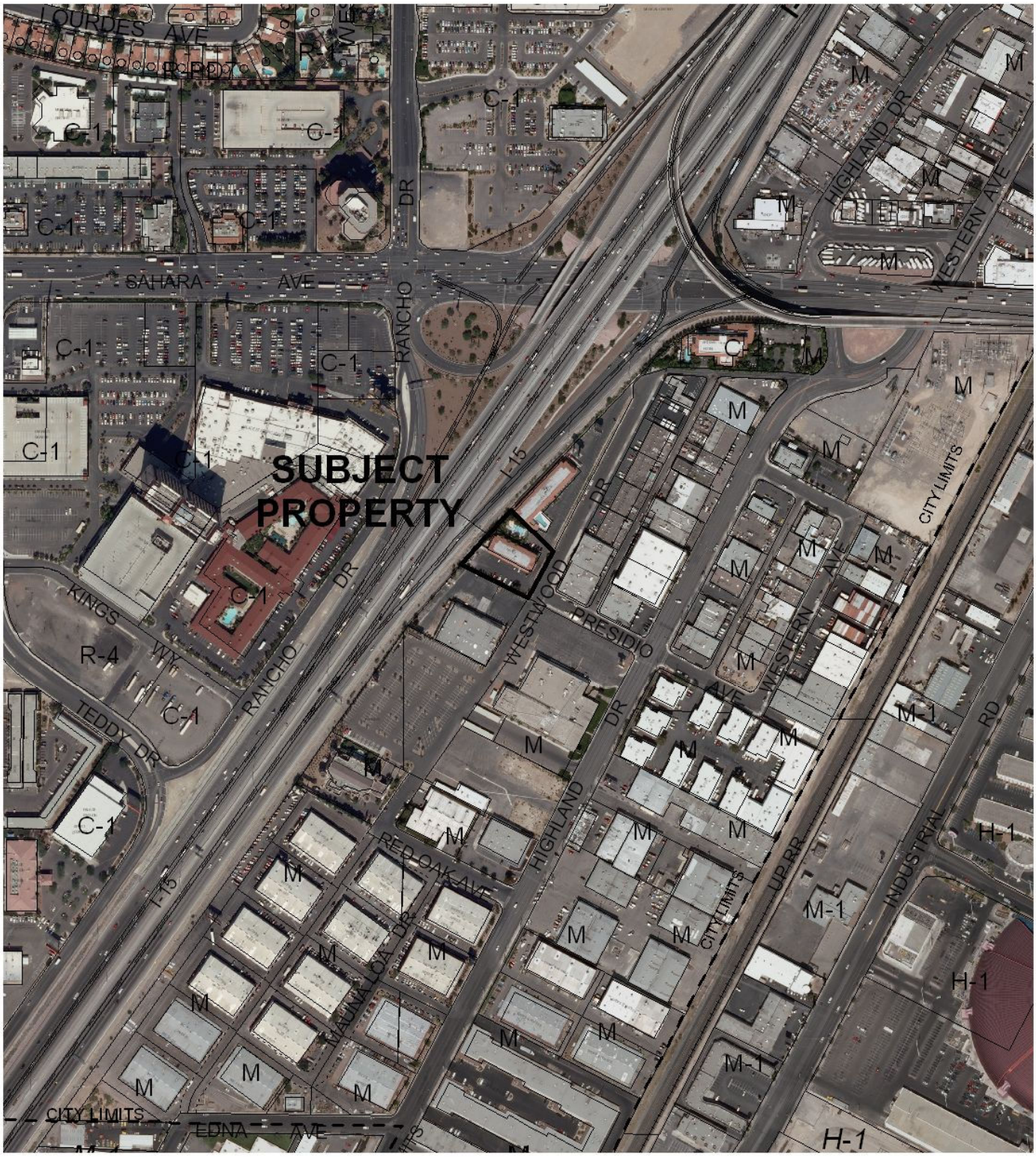
CASE: **EOT-38475**

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



0 300 600 Feet

CASE: **EOT-38475**

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: O.H.D.B., LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38475	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-38475 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-27951) shall expire on July 16, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-27951) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

An existing Motel is operating on the subject site located at 2651 Westwood Drive with previous approval for a Special Use Permit (SUP-27951) for a Motel Lounge Bar. No new development or change in land use has been approved for the surrounding properties. The applicant has not made any progress on the proposed development in the form of building permits or new business licenses. The applicant is requesting an Extension of Time for the Special Use Permit (SUP-27951) due to the economic downtown within Las Vegas and lack of funds. Staff has no objection to this request and is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/12/97	The City Council approved a request for a Variance (V-0025-97) to allow a 14-foot by 48-foot Off-Premise Sign to be approximately 200 feet from another billboard where 300 feet is the minimum setback required at 2651 Westwood Drive. The Board of Zoning Adjustment recommended denial on 03/25/97.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval on 04/13/06.
07/16/08	The City Council approved a request for a Special Use Permit (SUP-27951) for a proposed Hotel Lounge Bar in a hotel with 43 rooms at 2651 Westwood Drive. The Planning Commission recommended approval on 06/12/08.
08/05/09	The City Council approved a request for an Extension of Time (EOT-34864) of a previously approved Special Use Permit (SUP-27951) for a proposed Hotel Lounge Bar in a hotel with 43 rooms at 2651 Westwood Drive.

Related Building Permits/Business Licenses	
05/01/03	A business license (M08-00194) was issued for a Motel at 2651 Westwood Drive. The license is still active.
06/05/03	A business license (M06-02746) was issued for miscellaneous sales at 2651 Westwood Drive. The license is still active.
05/28/10	A business license (C05-02693) was issued for the sale of Tobacco at 2651 Westwood Drive. The license is still active.
No building permits have been issued for the proposed Hotel Lounge Bar.	

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	
06/23/10	Staff conducted a field inspection of the subject site with the following observations: • The site and surrounding area was clean and free of any trash or debris, though there was a trash dumpster at the rear of the property that had graffiti on it. • The landscaping areas are being well maintained.

Details of Application Request	
Site Area	
Gross Acres	0.91

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motel	C (Commercial)	M (Industrial)
North	Motel	C (Commercial)	M (Industrial)
South	Warehouse	C (Commercial)	M (Industrial)
East	Offices	LI/R (Light Industry/Research)	M (Industrial)
West	I-15 ROW (Right-of-Way)	ROW (Right-of-Way)	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			
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		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-27951) for a proposed Motel Lounge Bar within an existing Motel located at 2651 Westwood Drive. No new development or change in land use has been approved for the surrounding properties. The applicant has not made any progress on the proposed development in the form of building permits or new business licenses. Staff conducted a field check of the site on 6/23/10 and found the landscaped areas being well maintained and surrounding area neat and clean in appearance, though there was a trash dumpster at the rear of the property that had graffiti on it.

Title 19.18.060 deems a Special Use Permit exercised upon the issuance of a business license for the activity, if required, or upon an approval final inspection or certificate of occupancy.

FINDINGS

The Special Use Permit (SUP-27951) has not met the requirements outlined in Title 19.18.060 to exercise the entitlement as no business license have been issued for the Motel Lounge Bar. The applicant is requesting an Extension of Time due to the economic downtown within Las Vegas and lack of funds to complete the project. Staff is recommending approval of this request with a two-year time limit. Compliance to the conditions of approval of the Special Use Permit (SUP-27951) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38475** APN: 162-09-102-006

Name of Property Owner: O.H.D.B. LLC

Name of Applicant: BLUE MOON RESORT LLC

Name of Representative: JOE LAMARCA

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

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Signature of Property Owner: _____

Print Name: Joseph Lamarca

Subscribed and sworn before me

This 27th day of May, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BONNIE CHU
Appt. No. 92-3820-1
My Appt. Expires Aug. 11, 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EXTENSION OF APPROVED SPECIAL USE PERMIT

Project Address (Location) 2651 WESTWOOD DRIVE, LAS VEGAS, NV 89109

Project Name BLUE MOON RESORT - HOTEL Proposed Use HOTEL LOUNGE BAR

Assessor's Parcel #(s) 162-09-102-006 Ward # 1

General Plan: existing C proposed — Zoning: existing M proposed —

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres .91 Lots/Units 43 Density _____

Additional Information SUP-27951

PROPERTY OWNER O.H.D.B, LLC. Contact JOE LAMARCA

Address 401 ROSEMARY LANE Phone: 702-784-4500 Fax: 702-361-9110

City LAS VEGAS State NV Zip 89109

E-mail Address JOELAMARCA@COX.NET

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 Joe LaMarca

Subscribed and sworn before me

This 26th day of May, 2010.

_____

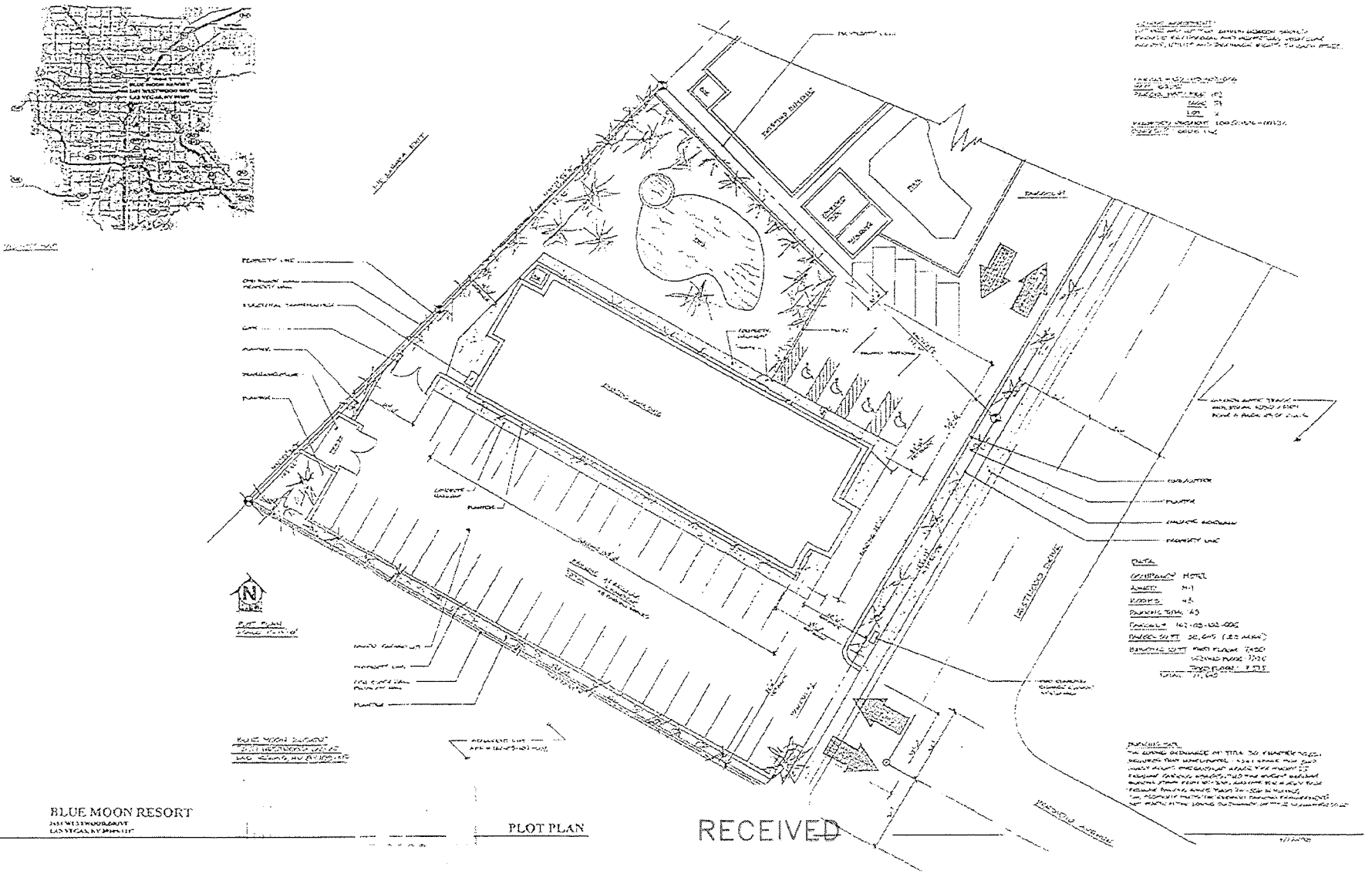
Notary Public in and for said County

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
BONNIE CHU
Appt. No. 92-3820-1
My Appt. Expires Aug. 11, 2010

FOR DEPARTMENT USE ONLY

Case #	EOT-38475
Meeting Date:	7/21/10
Total Fee:	$300
Date Received:*	6-7-10
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.



BLUE MOON RESORT

PLOT PLAN

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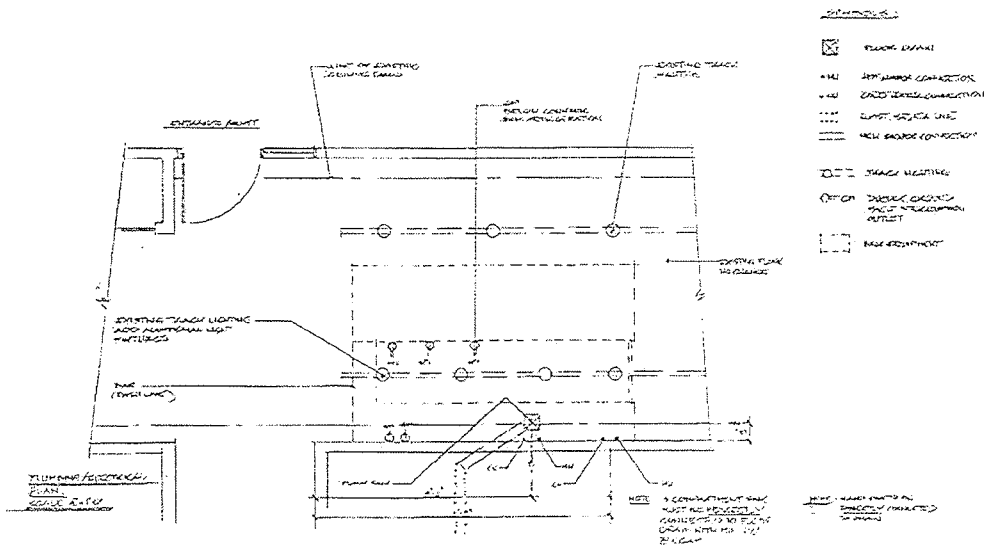
EOT-38475



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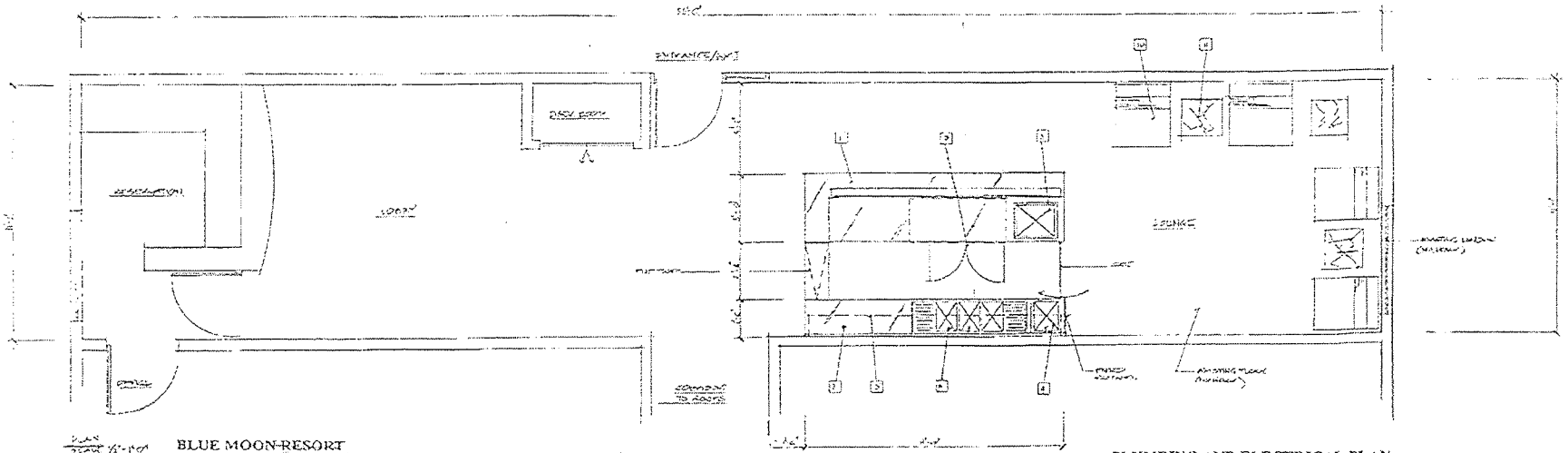

BLUE MOON RESORT

EQUIPMENT PLAN

PLUMBING AND ELECTRICAL PLAN

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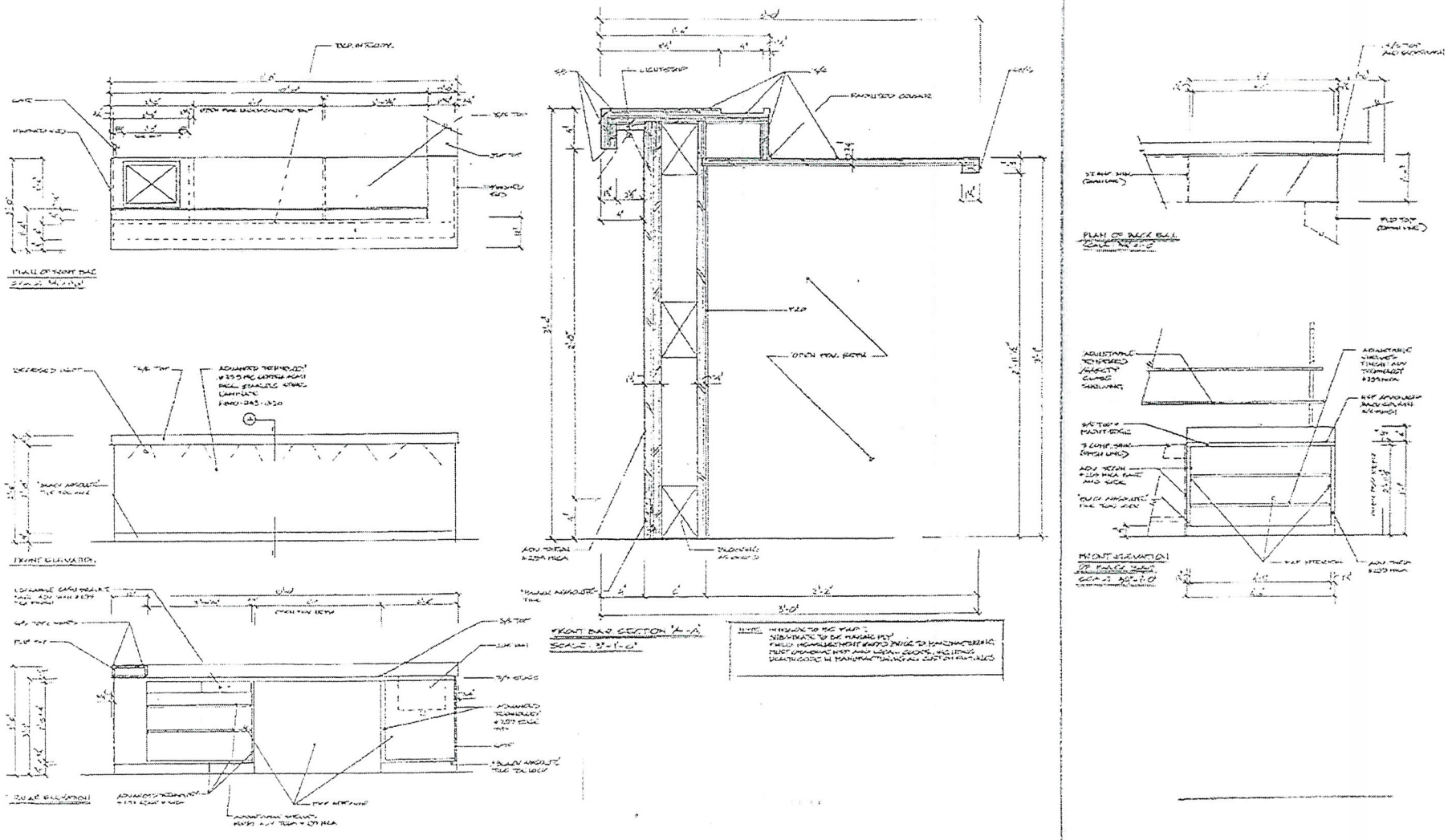

BLUE MOON RESORT

BAR PLAN, ELEVATION AND DETAILS

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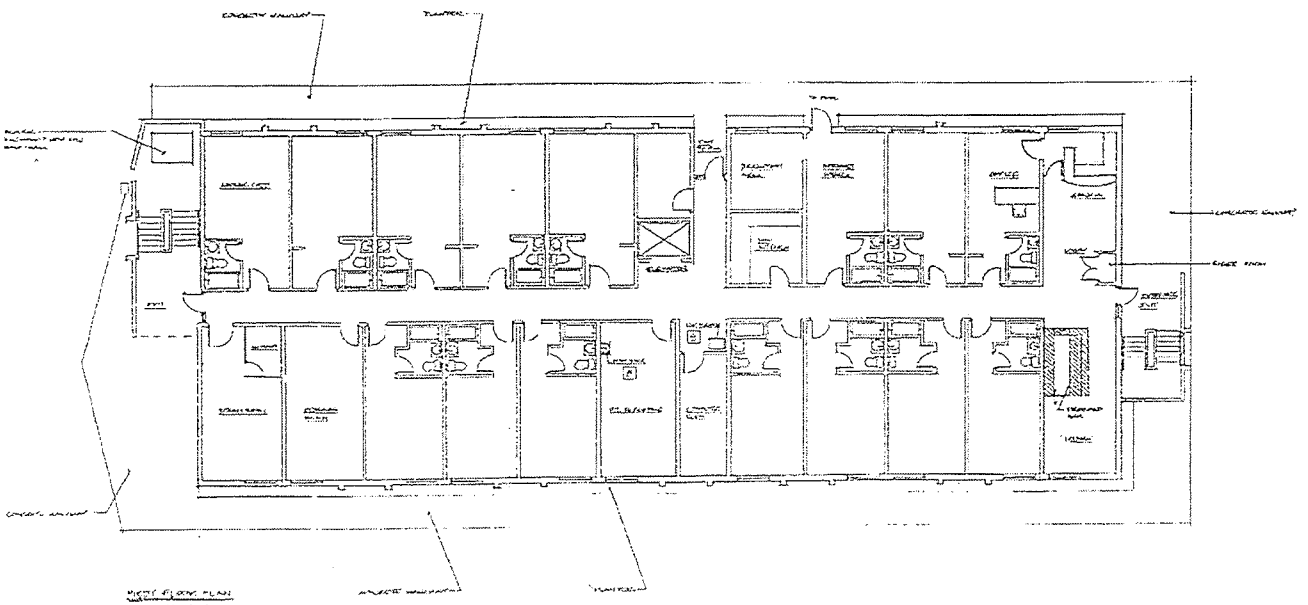

BLUE MOON RESORT
2451 WESTWOOD DRIVE
LAS VEGAS, NV 89109-1117

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EOT-38475

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

July 18, 2008

Mr. Joe Lamarca
OHDB LLC
2651 Westwood Drive
Las Vegas, Nevada 89109

RE: SUP-27951 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 16, 2008

Dear Mr. Lamarca:

The City Council at a regular meeting held July 16, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED HOTEL LOUNGE BAR IN A HOTEL WITH 43 ROOMS at 2651 Westwood Drive (APN 162-09-102-006), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 17, 2008. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under Title 19.04.010 for Hotel Lounge Bar use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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EOT-38475

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Joe Lamarca
Blue Moon Resort
2651 Westwood Drive
Las Vegas, Nevada 89109

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June 7, 2010

City of Las Vegas

Planning & Development Department

RE: Letter of Justification

Special Use Permit Extension

Blue Moon Resort

2651 Westwood Drive, Las Vegas NV 89109

Dear Sirs:

Pursuant to your request with regards to the approved Special Use Permit associated with 2651 Westwood Drive, Las Vegas NV 89109, please find following an extension explanation of justification for the extension.

Due to the economic downturn, decreased revenues have precluded Blue Moon Resort from assembling the required $60,000.00 initial cost of the Lobby Lounge Liquor Permit.

It is our request that you provide a one year extension to the deadline to pay and pull the license.

Should you have any questions or concerns, please feel free to contact me at 702-784-4500.

John E. Hessling

Managing Partner

Blue Moon Resort LLC

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JUN 07 2010

2651 Westwood Drive • Las Vegas, NV 89109
Phone: 702.784.4500 • Fax: 702.361.9110
BlueMoonLasVegas.com • E-mail: info@bluemoonlv.com

EOT-38475

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

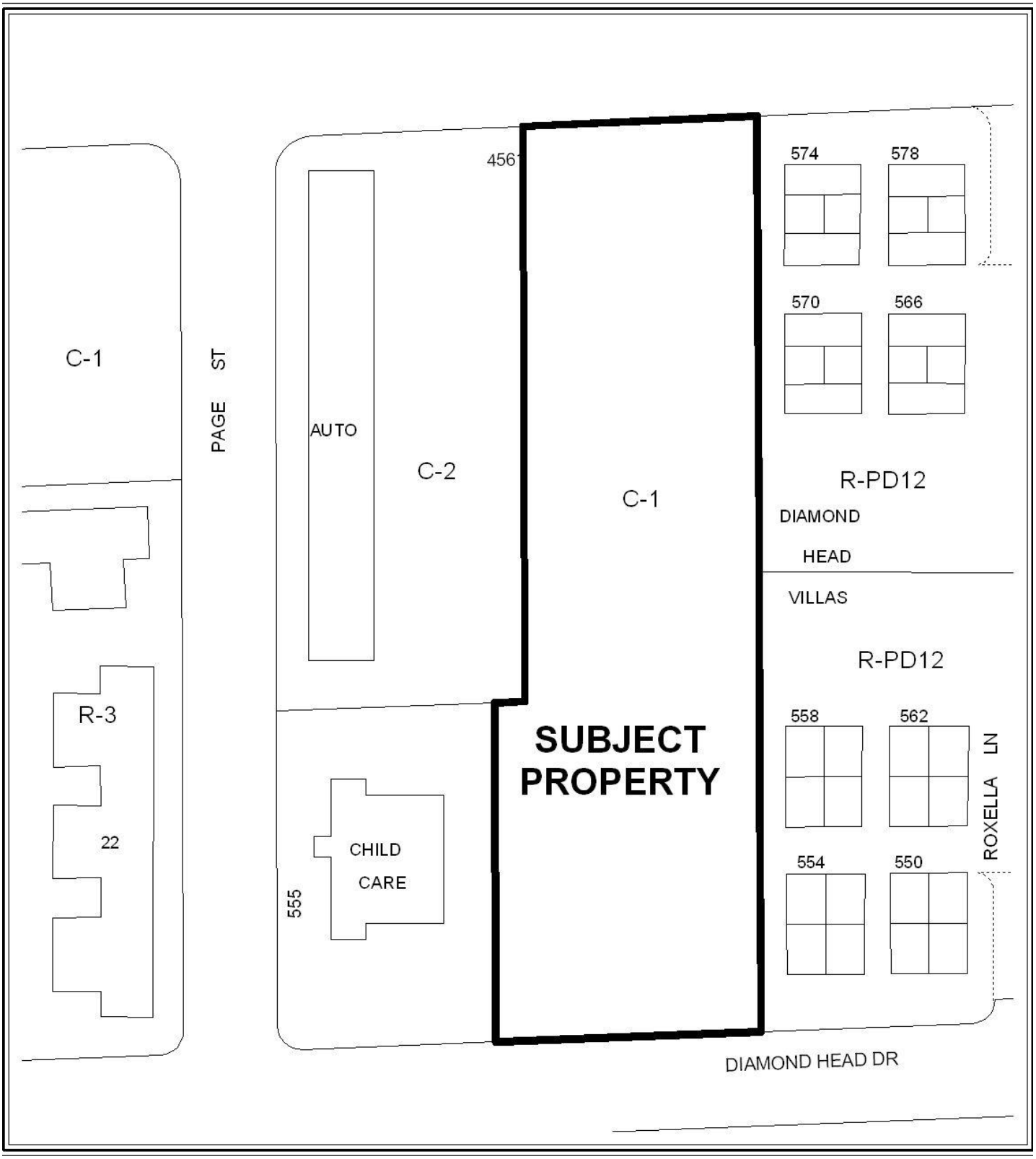
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-38524 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: HECTOR CAMACHO - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27933) FOR A PROPOSED RESTAURANT WITH A SERVICE BAR WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY AND TO ALLOW A 58-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4561 East Bonanza Road (APN 140-32-101-016), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-27933
5. Justification Letter



0 50 100 Feet

CASE: **EOT-38524**

ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL) AND C-1 (Limited Commercial)

N



0 50 100 Feet

CASE: **EOT-38524**

ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL) AND C-1 (Limited Commercial)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: HECTOR CAMACHO

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38524	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-38524 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-27933) shall expire on July 16, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-27933) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Special Use Permit (SUP-27933) for a proposed Restaurant with Service Bar and waivers to allow a zero-foot distance separation from a child care facility and 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. No building permits or business licenses have been issued for the proposed restaurant. There has been a change in land use in the surrounding area for a Fire Station to the west of the subject site. The applicant is requesting a five-year Extension of Time due to the current economic condition: staff does not have an objection to the Extension of Time, but recommends a two-year time limit. If the Extension of Time is denied, the Special Use Permit (SUP-27933) will expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/21/04	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-2966) from SC (Service Commercial) to GC (General Commercial) on 3.41 acres adjacent to the southeast corner of Bonanza Road and Page Street. The Planning Commission recommended denial on 11/20/03.
	The City Council approved a related request for Rezoning (ZON-2967) from R-E (Residence Estates) under Resolution of Intent to O (Office) and C-1 (Limited Commercial) to C-2 (General Commercial).
	The City Council approved a related request for a Special Use Permit (SUP-3223) for an Auto Repair Garage, Major.
	The City Council approved a related request for a Site Development Plan Review (SDR-3224) for an Auto Repair Garage, Major and a proposed Self-Service Car Wash and a waiver of the perimeter and parking lot landscaping requirements.
11/19/04	The Planning and Development Department approved a request for a Reversionary Map (FMP-5529) for Diamondhead Townhomes on property located on the southeast corner of Bonanza Road and Page Street. The map was recorded on 01/19/05.
03/19/08	The City Council approved a request for a Variance (VAR-25220) to allow 201 parking spaces where 250 are required on 3.41 acres at the southeast corner of Page Street and Bonanza Road. The Planning Commission recommended denial on 02/14/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/19/08	The City Council approved a related request for a Site Development Plan Review (SDR-25148) to add a proposed 20,400 square-foot General Retail development to an existing 16,250 square-foot Auto Repair Garage, Major with waivers of perimeter landscape buffers to allow a five-foot buffer along a portion of the south property line where 15 feet is required and a five-foot buffer along a portion of the east property line where eight feet is required. The Site Development Plan Review expired on 03/19/10.
10/22/08	The Planning and Development Department approved a request for a technical review of a Parcel Map (PMP-27923) for 4.32 acres located at 4561 East Bonanza Road. The map was recorded on 06/09/09; file 116, page 81 record book 20060609.
07/16/08	The City Council approved a request for a Special Use Permit (SUP-27933) for a proposed Restaurant with a Service Bar with waivers to allow a zero-foot distance separation from a child care facility and to allow a 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. The Planning Commission recommended denial on 06/12/08.
04/23/09	The Planning Commission recommended denial for a request for a Special Use Permit (SUP-33611) for a proposed Motor Vehicle Sales (Used) Establishment at 4561 East Bonanza Road.

Related Building Permits/Business Licenses	
07/25/06	A business license (G02-00753) was issued for an Auto Repair Garage, Minor at 4561 East Bonanza Road, Ste 150. The license is still active.
10/10/06	A business license (G03-02372) was issued for an Auto Repair Garage, Major at 4561 east Bonanza Road, Ste 120. The license is still active.
10/04/07	A business license (A39-00431) was issued for Auto Parts sales at 4561 East Bonanza Road, Ste 160. The license is still active.
06/11/10	A business license (R05-00693) was issued for a Taco Trailer/Take Out at 4561 East Bonanza Road. The license is still active.

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	
06/23/10	Staff conducted a field inspection of the subject site with the following observations: • The parcel is undeveloped land surrounded by chain-link fencing with sections of the fencing falling down, completely down, and/or missing a section at the south portion of a back parking lot area. • Bags full of trash, debris, and broken glass are scattered over the parcel with dead trees limbs set outside the fencing. • There is a car for sale at the northern end of the parcel at the entrance to the parking lot adjacent Bonanza Road. • A trash dumpster is placed outside the fenced area near Bonanza Road with graffiti on it. • A second yellow trash dumpster located in the parking lot directly in front of the parcel appeared filled to capacity with no lid.

Details of Application Request	
Site Area	
Gross Acres	1.32

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Repair Garage, Minor and Major	GC (General Commercial)	C-2 (General Commercial)
North	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Child Care Facility	SC (Service Commercial)	R-E (Residence Estates)
East	Undeveloped Land	GC (General Commercial)	C-1 (Limited Commercial)
West	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Undeveloped Land-Proposed Fire Station	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-27933) for a proposed Restaurant with Service Bar with waivers to allow a zero-foot distance separation from a child care facility and 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. In addition to the above Special Use Permit, the applicant had received approval to add a 20,400 square foot General Retail Development to an existing 16,250 square-foot Auto Repair Garage, but the entitlement expired on 03/19/10. No building permits or business licenses have been issued for the proposed restaurant. Staff conducted a field check of the site and found the chain link fencing in need of repair, bags of trash scattered over the lot, broken glass, dead tree branches piled by the fence, a trash dumpster set outside the fencing with graffiti on it and a vehicle for sale parked at the north end near Bonanza Road.

FINDINGS

The Special Use Permit (SUP-27933) has not met Title 19.18.060 requirements to exercise the entitlement as a business license has not been issued for the proposed use. A report has been sent to Code Enforcement requesting correction of property maintenance violations. There has been a change in land use in the surrounding area for a Fire Station to the west of the subject site. The applicant is requesting an Extension of Time due to the current economic conditions in Las Vegas. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-27933) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-38524 APN: 140-32-101-017

Name of Property Owner: HECTOR CAMACHO

Name of Applicant: SAME

Name of Representative: SAME

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: HECTOR CAMACHO

Subscribed and sworn before me

This 11th day of June, 2010

_____

Notary Public in and for said County and State

State of Nevada
County of Clark

JEANNIE M. BECKNELL
Notary Public State of Nevada
No. 99-23658-1
My appt. exp. Apr. 10, 2011

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JUN 11 2010

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EOT

Project Address (Location) 4561 E BONANZA

Project Name CAMACHO PLAZA **Proposed Use** ?

Assessor's Parcel #(s) 140 ~~32 049~~ 32 101 017 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER HECTOR CAMACHO **Contact** HECTOR

Address 1501 S MARYLAND PK **Phone:** 460175 **Fax:** _____

City LV **State** NV **Zip** 89104

E-mail Address _____

APPLICANT HECTOR CAMACHO **Contact** HECTOR

Address 1501 S MARYLAND PK **Phone:** 460175 **Fax:** _____

City LV **State** NV **Zip** 89104

E-mail Address _____

REPRESENTATIVE HECTOR **Contact** 460175

Address 1501 S MARYLAND PK **Phone:** _____ **Fax:** _____

City LV **State** NV **Zip** 89104

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 Hector Camacho

Subscribed and sworn before me

This 11th day of June, 20 10.

_____

Notary Public in and for said County and State State of Nevada County of Clark

JEANNIE M. BECKNELL
Notary Public State of Nevada
No. 99-23658-1
My appt. exp. Apr. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-38524
Meeting Date:	7/21/10
Total Fee:	300 00
Date Received:*	6/11/10
Received By:	MRex

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JUN 11 2010
PLANNING & DEVELOPMENT

*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.

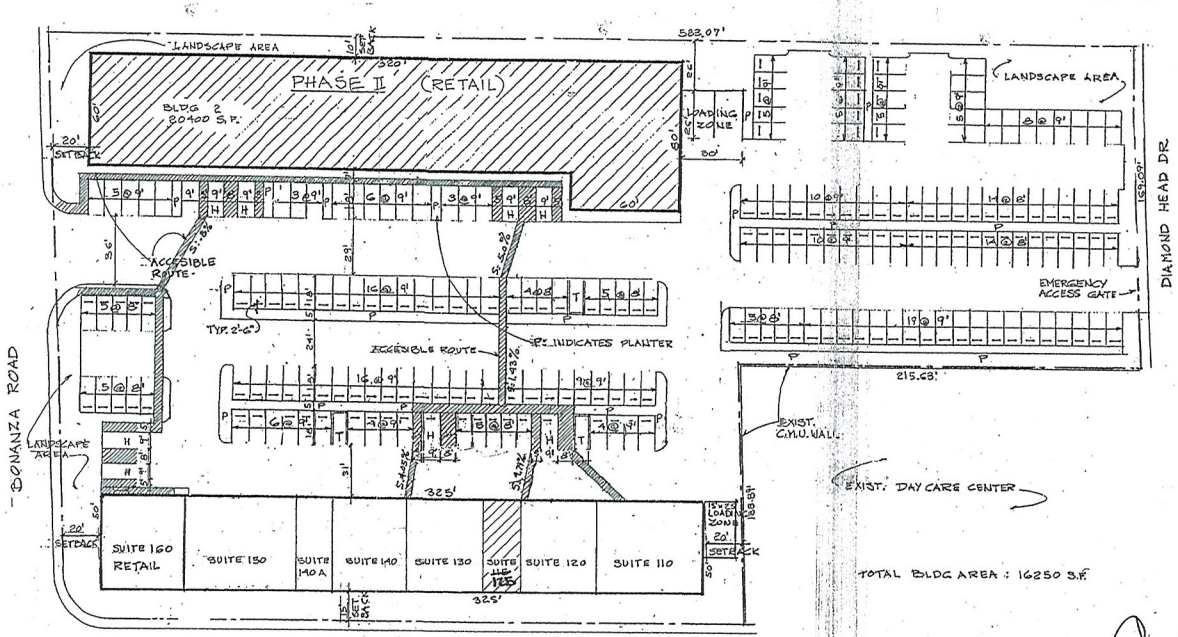
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PLANS FOR FIRE HYDRANTS, FIRE EXTINGUISHING SYSTEMS, FIRE ALARM SYSTEMS, MEDICAL GAS SYSTEMS, ON-SITE FIRE, WATER, AND FUEL TANKS MUST BE APPROVED BY FIRE DEPARTMENT BEFORE INSTALLATION.

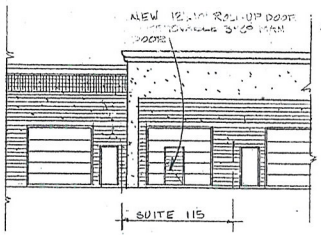
AUTOMATIC FIRE SPRINKLER SYSTEM REQUIRED.

REVIEWED



PLOT PLAN
1" = 30'

C-of-C ONLY



PARTIAL ELEVATION
1" = 10'

APPROVED
BY
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

CODE ANALYSIS

1....OCCUPANCY CLASIFICATION: M.- S 1. (No amounts will be over allowable amounts per Table 307.7)

2....CONSTRUCTION TYPE: V B

3....FIRE SPRINKLERS: Yes.

4....HEIGHT: Actual: 23', Allowable: 55'.

5....STORIES: Actual: 1. Allowable: 2.

PHASE 1

Building 1:
6....AREA- ACTUAL: 16250 S.F. ALLOWABLE: 9000 S.F.x 3 due to Sprinklers: 27000 S.F.

7....OCCUPANT LOAD:16250S.F.—100= 162.5.

8....Two exits required. 22 exits provided.

9....Table 602: Fire resistance based on location.

Distance:		
South wall: 20'.	Required: 0 Hr.	Provided: 0 Hr.
North wall: 70'.	" 0 Hr.	" 0 Hr.
East wall: 74'.	" 0 Hr.	" 0 Hr.
West wall: 45'.	" 0 Hr.	" 0 Hr.

PHASE 2

Building 2:
6....AREA- ACTUAL: 20400 S.F. ALLOWABLE: 9000 S.F.x 3 due to Sprinklers: 27000 S.F.

7....OCCUPANT LOAD: 20400 S.F.—100= 204

8....Two exits required: 14 exits provided.

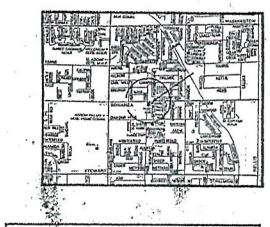
9....Table 602: Fire resistance based on location.

Distance:		
South wall: 235'.	Required: 0 Hr.	Provided: 0 Hr.
North wall: 70'.	" 0 Hr.	" 0 Hr.
East wall: 10'.	" 0 Hr.	" 0 Hr.
West wall: 96'.	" 0 Hr.	" 0 Hr.

10....FIRE RESISTIVE CONSTRUCTION REQUIREMENTS: None.

11....SPECIAL INSPECTIONS REQUIRED: The Structural Engineer recommends PERIODICAL INSPECTIONS for Full Grout Masonry.

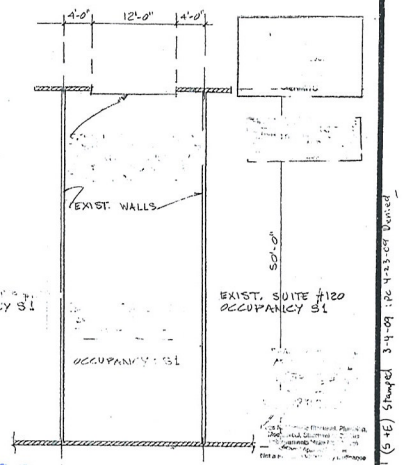
12....1997 UNIFORM ADMINISTRATIVE CODE W/ ORD.# 5637.
2003 INTERNATIONAL BUILDING CODE W/ ORD. # 5636.
2000 UNIFORM MECHANICAL CODE W/ ORD. #5528.
2000 UNIFORM PLUMBING CODE W/ ORD. # 5526.
2002 NATIONAL ELECTRICAL CODE W/ ORD. # 5527.
2003 UNIFORM FIRE CODE (NFPA 1) W/ ORD. # 5567.
[redacted]
1998 ICC/ANSI A117-1.



LEGAL DESCRIPTION:

BEING A PORTION OF THE NE/4 AT THE NW/4 OF SECTION 32, TOWNSHIP 20 S, RANGE 62 E AS RECORDED AT THE CLARK COUNTY, NV, RECORDER'S OFFICE.

A.P.N.: 140-32-114-045



FLOOR PLAN
1/8" = 1'-0"

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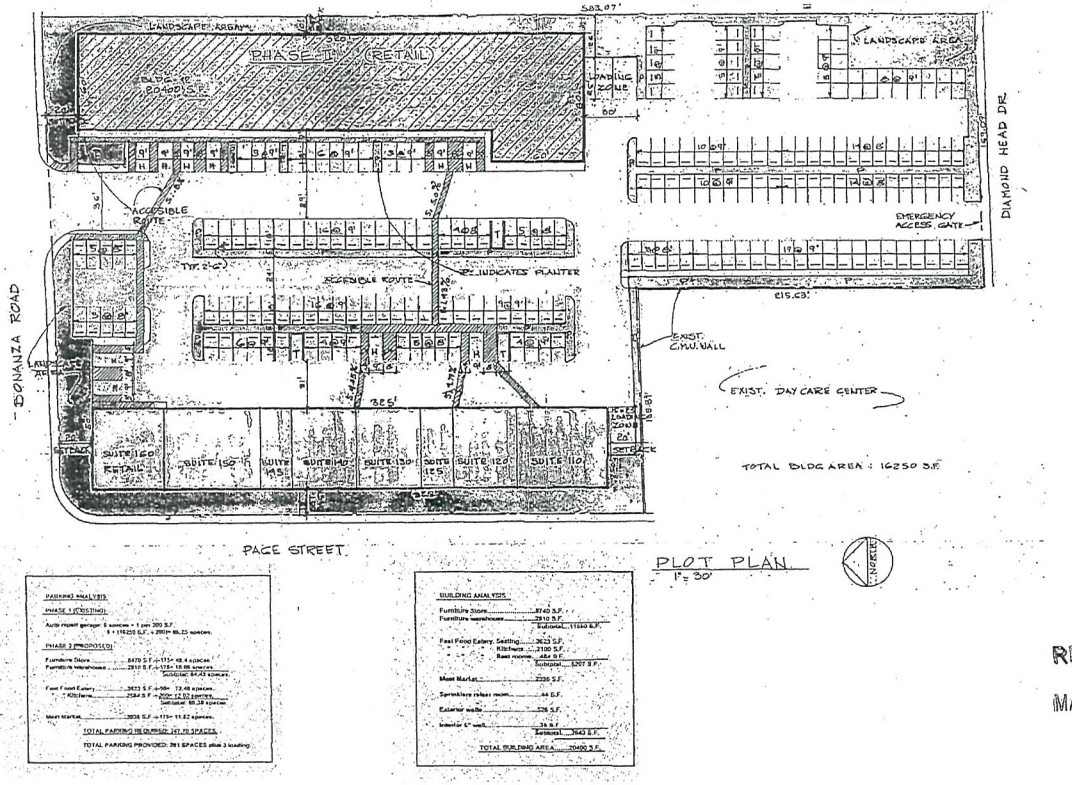
MAR 04 2009

RECEIVED
JUN 11 2010

SUP-33611
04/23/09 PC

EOT-38524

SUP-33611 (S) Stamped 3-4-09; PC 4-23-09 Denied



RECEIVED
MAR 04 2009

RECEIVED
JUN 11 2010
EOT-38524

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

August 6, 2008

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104

RE: SUP-27933 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 16, 2008

Dear Mr. Camacho:

The City Council at a regular meeting held July 16, 2008 considered the Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED RESTAURANT WITH A SERVICE BAR WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY AND TO ALLOW A 58-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4561 East Bonanza Road (APN 140-32-101-013), C-1 (Limited Commercial) Zone.

The City Council APPROVED the Appeal, thereby approving the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on July 17, 2008. This approval is subject to:

Added Conditions

A. The hours of operation of the alcohol sale shall be limited to 4:00 p.m. to 12:00 a.m. daily.

B. A property management company shall remain on site at all times and the telephone number of the contact person shall be made available to the City Council Office at all times.

C. There shall be a three-month review after issuance of the business license at a public hearing of the City Council and the applicant shall pay for the public hearing review.

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Restaurant with Service Bar use, including parking requirements.

2. Conformance to the conditions for Site Development Plan Review (SDR-25148) and Variance (VAR-25220) if approved.

EOT-38524

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. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. An address must be assigned for the Restaurant with Service Bar use at the time of building permits.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

RECEIVED
JUN 11 2010
EOT-38524

HECTOR CAMACHO
1501 S. MARYLAND PKWY
LAS VEGAS, NEVADA 89104
(702)460-1775

May 10, 2010

Attn: CITY OF LAS VEGAS, NEVADA

Re: JUSTIFICATION LETTER
SUP-27933-SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 16, 2008

I am formally requesting an extension of Five Years for my Special Use Permit due to the current economic situation. The reason for my request is because the economy should rebound with in that five year extension.

Respectfully,

HECTOR CAMACHO

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JUN 11 2010
EOT-38524

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

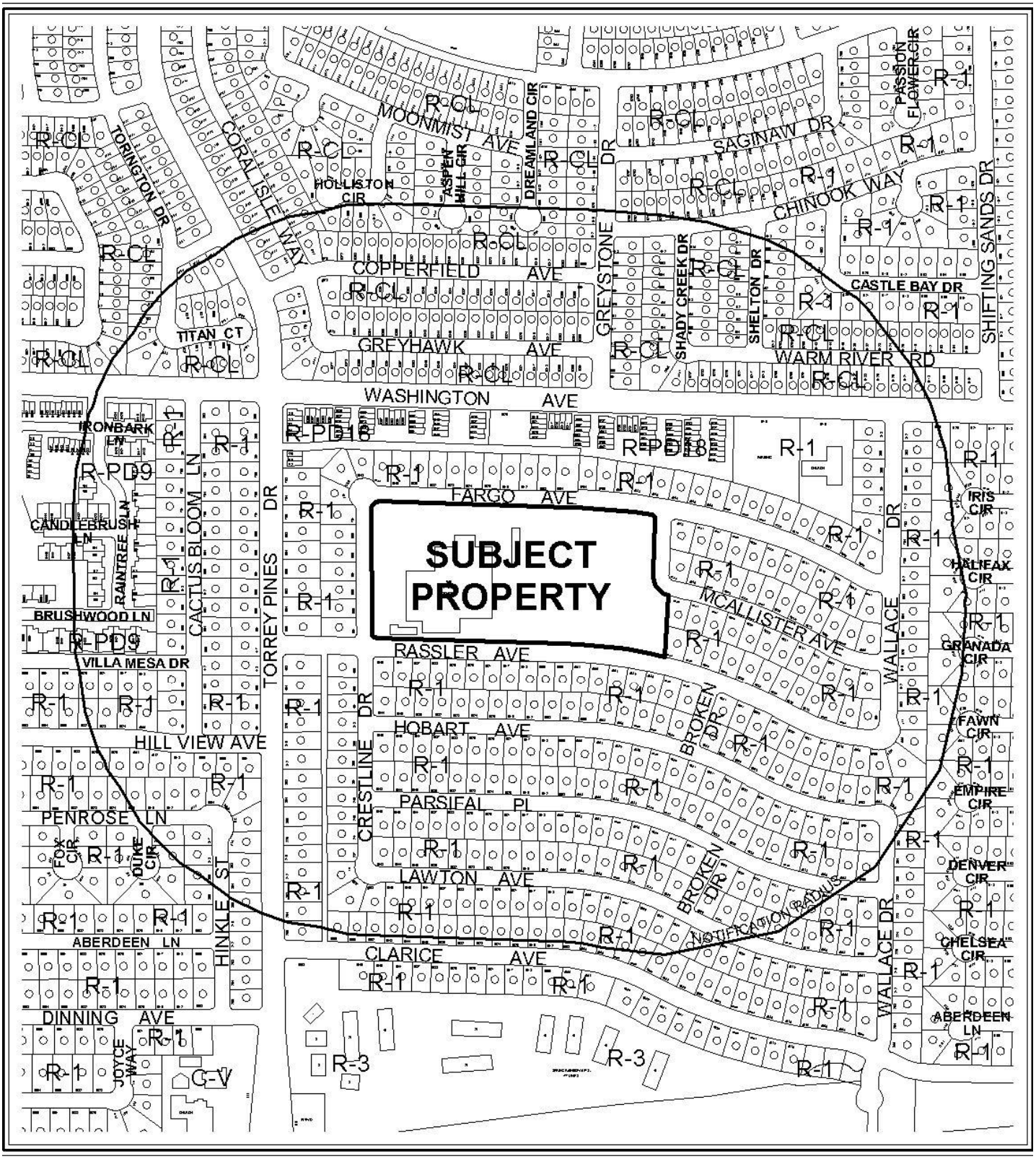
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38056 - 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 10.21 acres at 6333 Fargo Avenue (APN 138-26-702-001), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**5**
City Council Meeting	**2**	**City Council Meeting**	**3**

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. Protest/Support Postcards
7. Backup referenced from the June 24, 2010 Planning Commission Meeting for ZON-38056



0 400 800 Feet

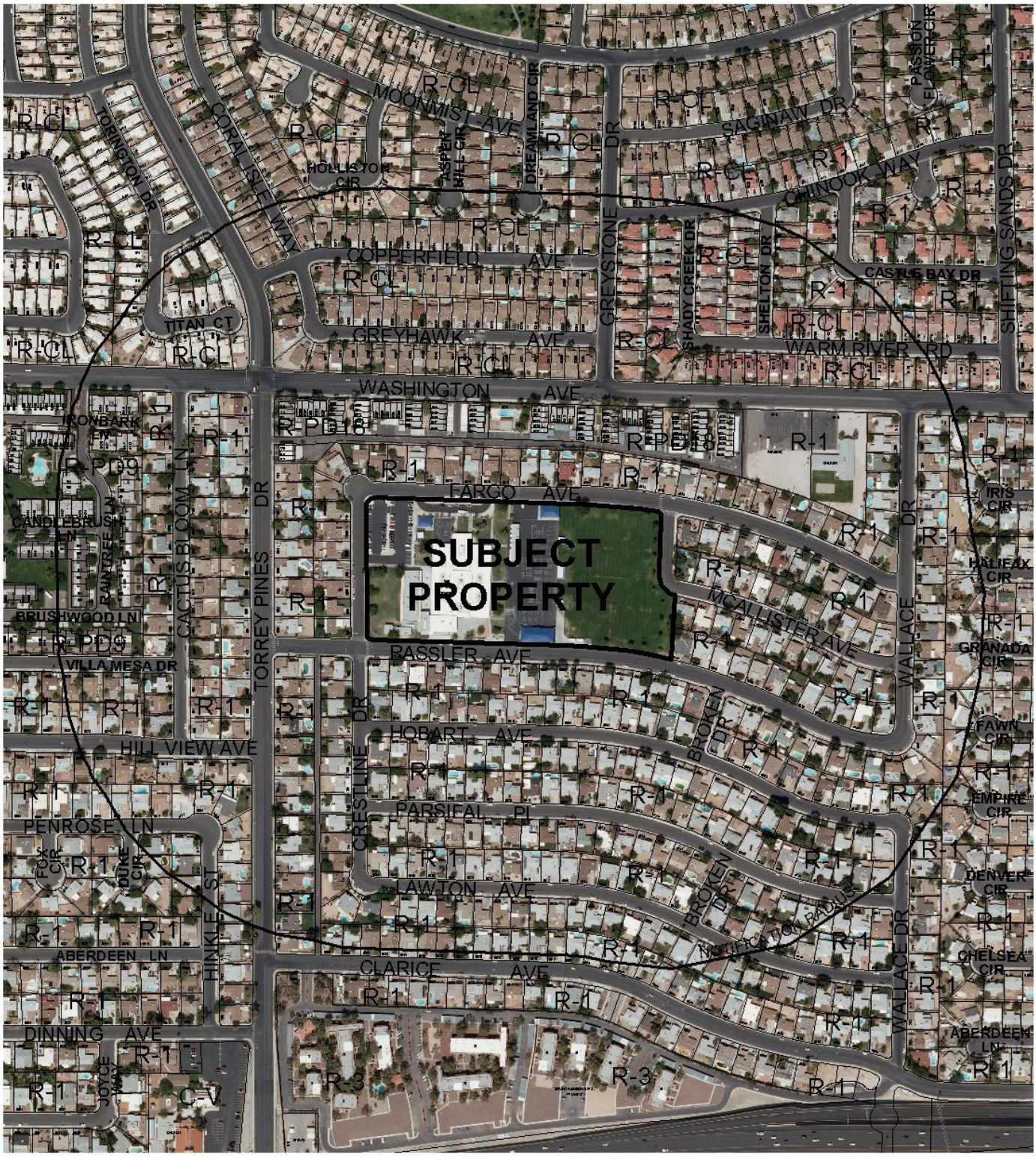
CASE: **ZON-38056**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 400 800 Feet

CASE: **ZON-38056**

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 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38056	Staff recommends APPROVAL.	N/A

JG

Staff Report Page One
July 21, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is an elementary school containing approximately 10.21 acres, located at 6333 Fargo Avenue. The applicant is requesting a Rezoning from R-1 (Single Family Residential) to the C-V (Civic) district. If denied, the site will retain its existing Zoning and General Plan designation. Staff recommends approval of this request, as the requested Rezoning is compatible with the adjacent surrounding zoning districts and in conformance with the existing General Plan designation. If denied, the site will retain its existing Zoning designation.

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	
04/15/64	The Board of City Commissioners approved a Rezoning (Z-0026-64) of property generally located on the east side of Torrey Pines Drive between Clarice Avenue and Washington Avenue, from R-3 (Medium Density Residential) to R-1 (Single Family Residential). The Planning Commission recommended approval.
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda #6/jg).

Most Recent Change of Ownership	
10/21/63	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1966	The elementary school was constructed in 1966.
10/25/99	A building permit (99020599) was issued for a building addition at 6333 Fargo Avenue. The permit was finaled on 10/25/99.

Pre-Application Meeting	
04/23/10	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	
05/20/10	During a routine field check, staff observed a well maintained elementary school.

Details of Application Request	
Site Area	
Net Acres	10.21

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public School, Primary	PF (Public Facilities)	R-1 (Single Family Residential)
North	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
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			
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

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) General Plan 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-38056)

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) General Plan land use category.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed 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 Fargo Avenue, a 50-foot Local Street and Rassler Avenue, a 60-foot Collector. Access is adequate in size to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 801 (By City Clerk)

APPROVALS 5

PROTESTS 2

JG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-38056** APN: 138-26-702-001

Name of Property Owner: Clark County School District

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 11th day of May, 2010

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

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 6333 Fargo Avenue

Project Name Vail Pittman Elementary School **Proposed Use** No Change

Assessor's Parcel #(s) 138-26-702-001 **Ward #** 1

General Plan: existing PF proposed _____ **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 10.21 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Clark County School District **Contact** Linda Perri

Address 2832 E. Flamingo Road **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5205

E-mail Address _____

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 South Fourth Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89031

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE

~~**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 11th day of May, 2010.

Nora Jones

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

Revised 10/27/08

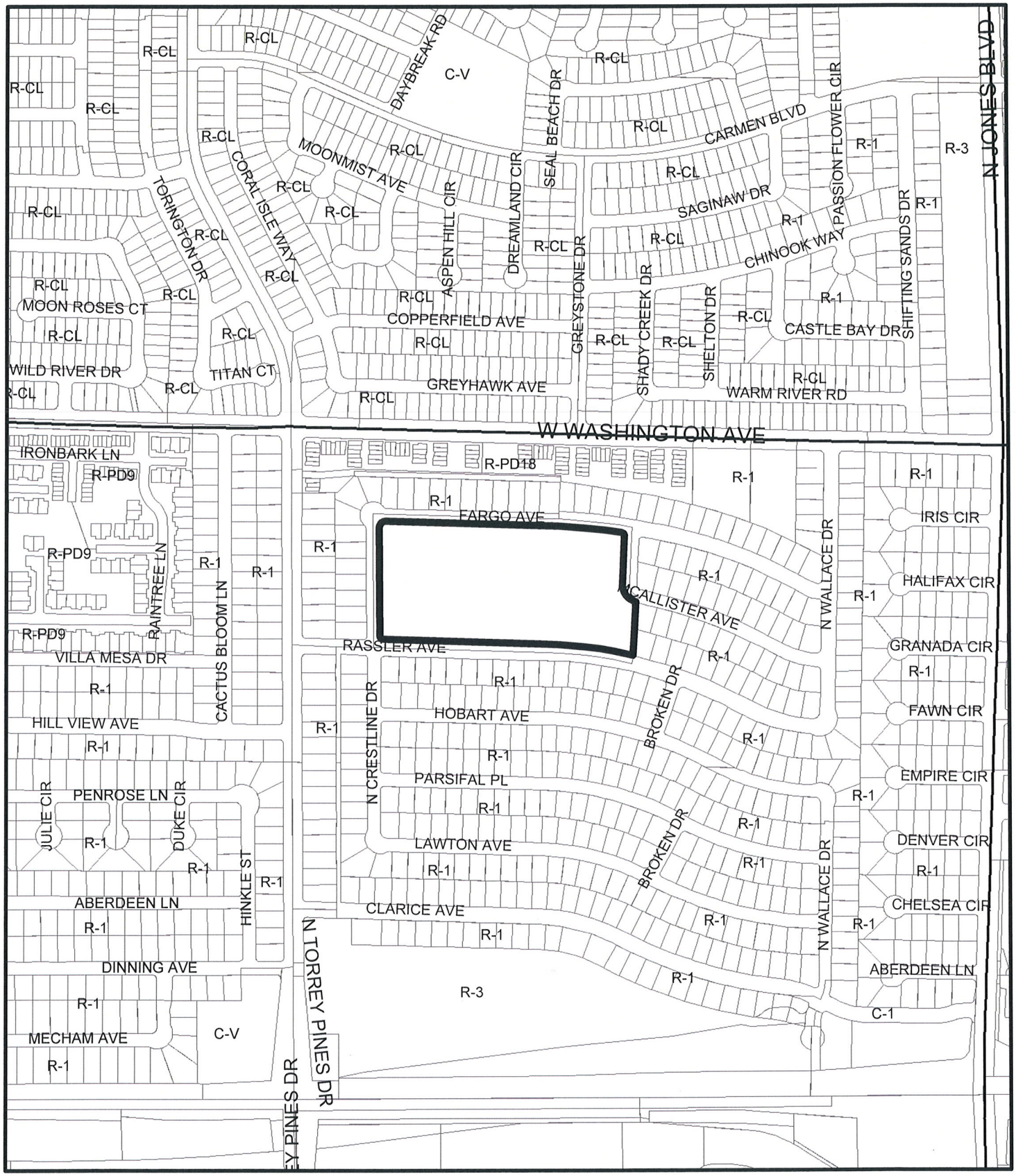
FOR DEPARTMENT USE ONLY

Case #	ZON - 38056
Meeting Date:	6-24-10
Total Fee:	N/A
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.

f:\depot\Application Packet\Application Form.pdf

ZONING Parcel: 138-26-702-001



From R-1 to C-V

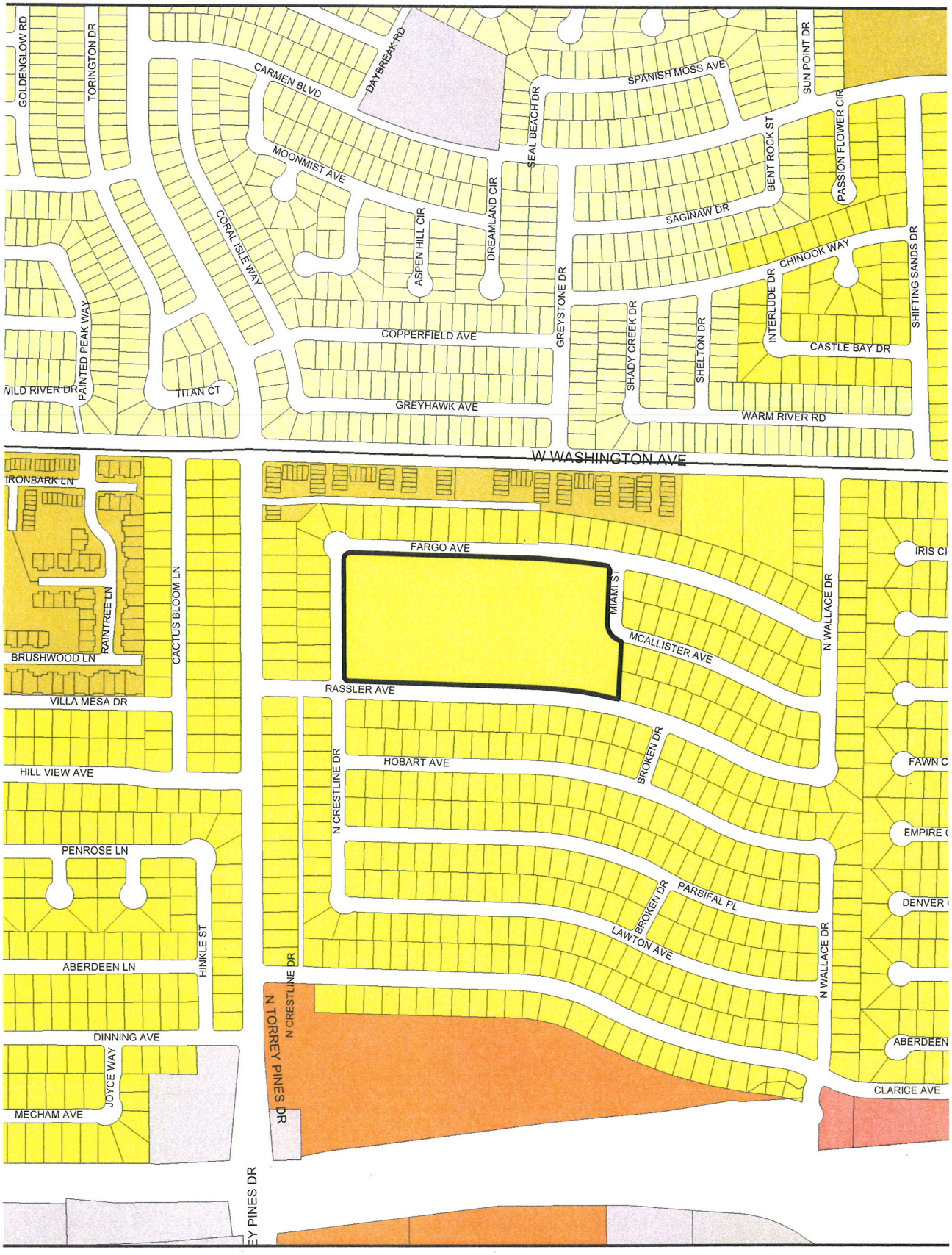
Data Current as of: April 27, 2010

ZON-38056

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: 138-26-702-001



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		
R-PD	R-4	C-D	C-M		
R-1	R-5	C-1	M		
C-V					
C-PB					
P-C					

From R-1 To C-V

Data Current as of: April 27, 2010

ZON-38056

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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



ZON-38056 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
6333 FARGO AVENUE

05/20/10

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 27, 2010

Steve Gebeke
Planning &Development Department
731 S. 4th Street
Las Vegas NV 89101

RE: Application ZON-38056
Assessors Parcel Number 138-26-702-001

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.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

AR:nl

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

07101-001-06-09

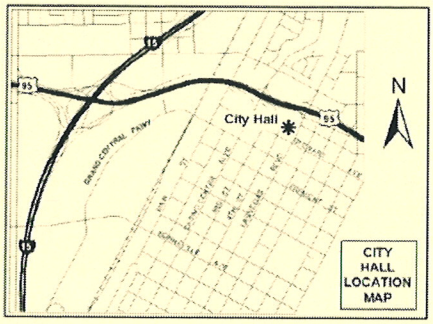
ZON-38056

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38056
City Council Meeting of 7/21/2010

RECEIVED
2010 JUL 12 P 1:19
CITY CLERK

GUNTER LARRY M & ELOISE B
6336 FARGO AVE
LAS VEGAS NV 89107-1398

APN#13826714007

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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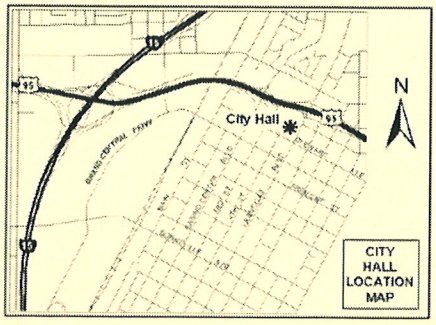

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ZON-38056
City Council Meeting of 7/21/2010

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GUNTER LARRY MARION & ELOISE B
6336 FARGO AVE
LAS VEGAS NV 89107-1398

APN#13826711022

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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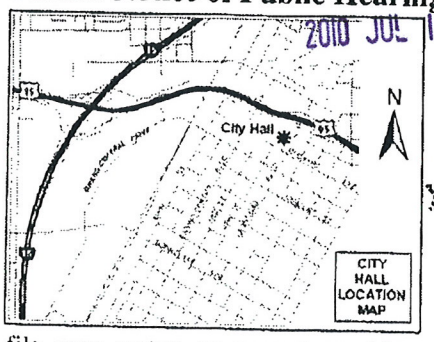

XX LAS VEGAS NV 890 07-03-10

XX LAS VEGAS NV

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ZON-38056
City Council Meeting of 7/21/2010

HAMILTON CHRISTOPHER A &
20416 92ND AVE S
KENT WA 98031-1475

APN#13826617031

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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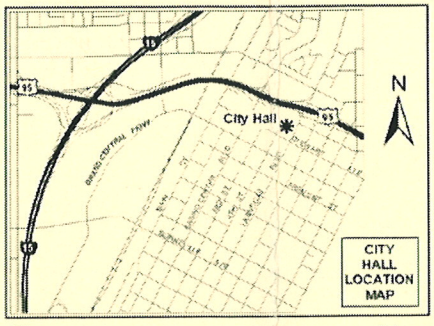

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-38056
City Council Meeting of 7/21/2010

PORTER MICHAEL & GLENN
6332 PARSIFAL PL
LAS VEGAS NV 89107-1342

APN#13826715007

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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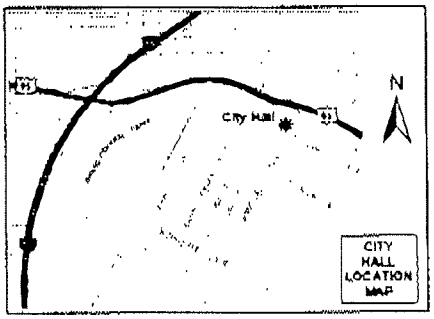

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-38056
City Council Meeting of 7/21/2010

MARTINO RUSSELL N TRUST
MARTINO RUSSELL N TRS
208 N TORREY PINES DR
LAS VEGAS NV 89107-1307

APN#13826810006

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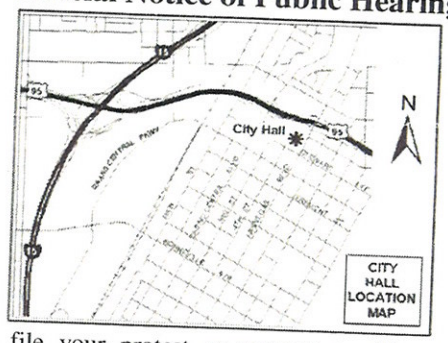
CITY CLERK
2010 JUL -9 P 5:00

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

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ZON-38056

Planning Commission Meeting of 6/24/2010

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JUN 16 2010

Case: ZON-38056

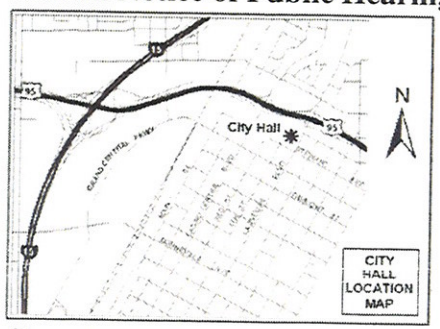
13826712042
V & J TRUST
6201 RASSLER AVE
LAS VEGAS NV 89107-1339

DAVOST ASIOF

Submitted after final agenda
Date 6/16/10 Item 69

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-38056

Planning Commission Meeting of 6/24/2010

There have been organized soccer games at vai pittman and there were problems with noise and parking. Thank you.

RECEIVED
JUN 2010

Case: ZON-38056

13826712105
IDDINGS 1984 TRUST
6261 RASSLER
LAS VEGAS NV 89107-0211

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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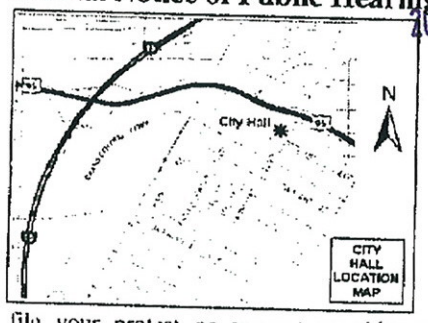
2010 JUN 24 P 3:43



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38056

Planning Commission Meeting of 6/24/2010

13826812001 Case: ZON-38056
FOWLER MADELEINE M
6233 HOBART AVE
LAS VEGAS NV 89107-1325

5

DAVDS11 89107

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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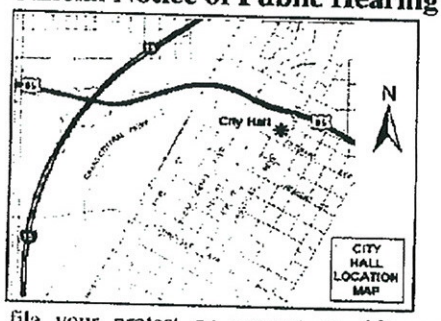
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38056

Planning Commission Meeting of 6/24/2010

↑ faxing for Madeleine M. Fowler

2010 JUN 24 P 3:43

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13826711029 Case: ZON-38056
WICKMAN JOHN C LIVING TRUST
6308 FARGO AVE
LAS VEGAS NV 89107-1398

Submitted after final agenda

DAVDS11 89107

Date 6/24/10 Item 6

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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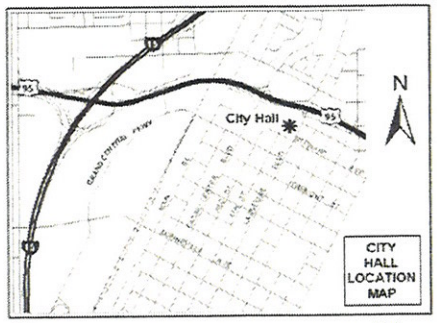

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38056

Planning Commission Meeting of 6/24/2010

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PLANNING AND DEVELOPMENT

Case: ZON-38056

13826811117
LAFRANCE FAMILY TRUST
6321 PARSIFAL PL
LAS VEGAS NV 89107-1364

DAVDS11 89107

Submitted after final agenda
Date
Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PLANNING AND DEVELOPMENT

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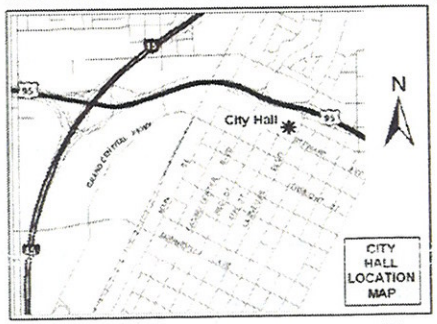

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38056
Planning Commission Meeting of 6/24/2010

Case: ZON-38056
13826712088
STAFFORD JAMES H
6328 HOBART AVE
LAS VEGAS NV 89107-1365

Submitted after final agenda
Date
Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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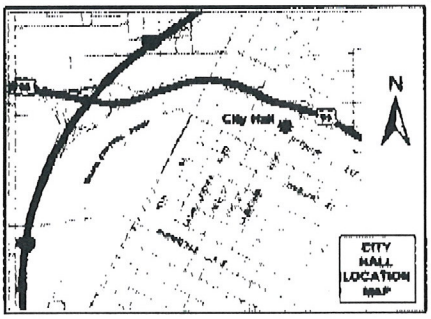
Return Service Requested
Official Notice of Public Hearing



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.

ZON-38056

Planning Commission Meeting of 6/24/2010

Case: ZON-38056
13826810006
MARTINO RUSSELL N TRUST
208 N TORREY PINES DR
LAS VEGAS NV 89107-1307

RECEIVED
JUN 14 2010

6A

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

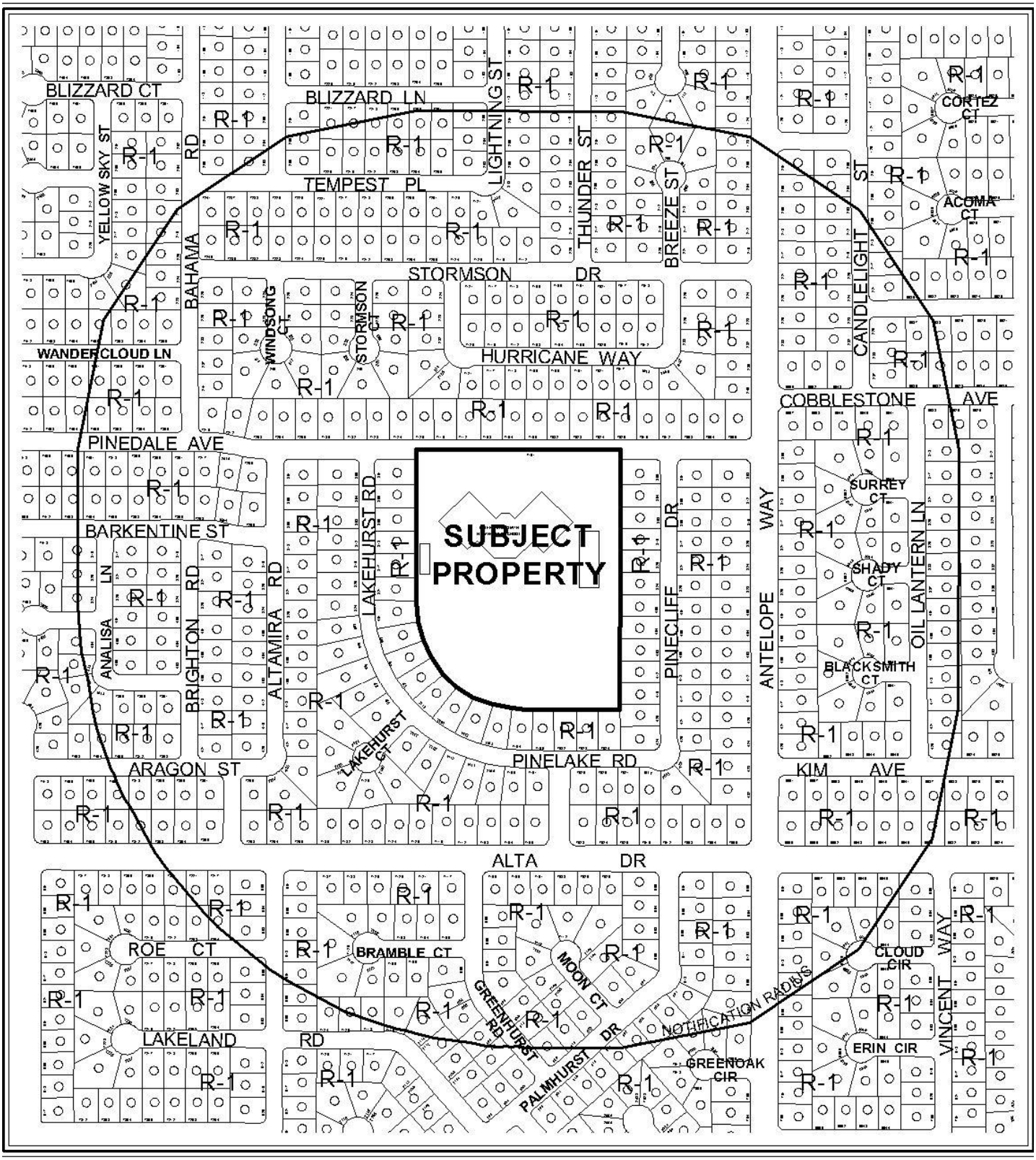
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38057 - 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 10.10 acres at 7101 Pinedale Avenue (APN 138-34-202-001), 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.**	**1**
City Council Meeting	**2**	**City Council Meeting**	**3**

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. Protest/Support Postcards
7. Backup referenced from the June 24, 2010 Planning Commission Meeting for ZON-38057



0 400 800 Feet

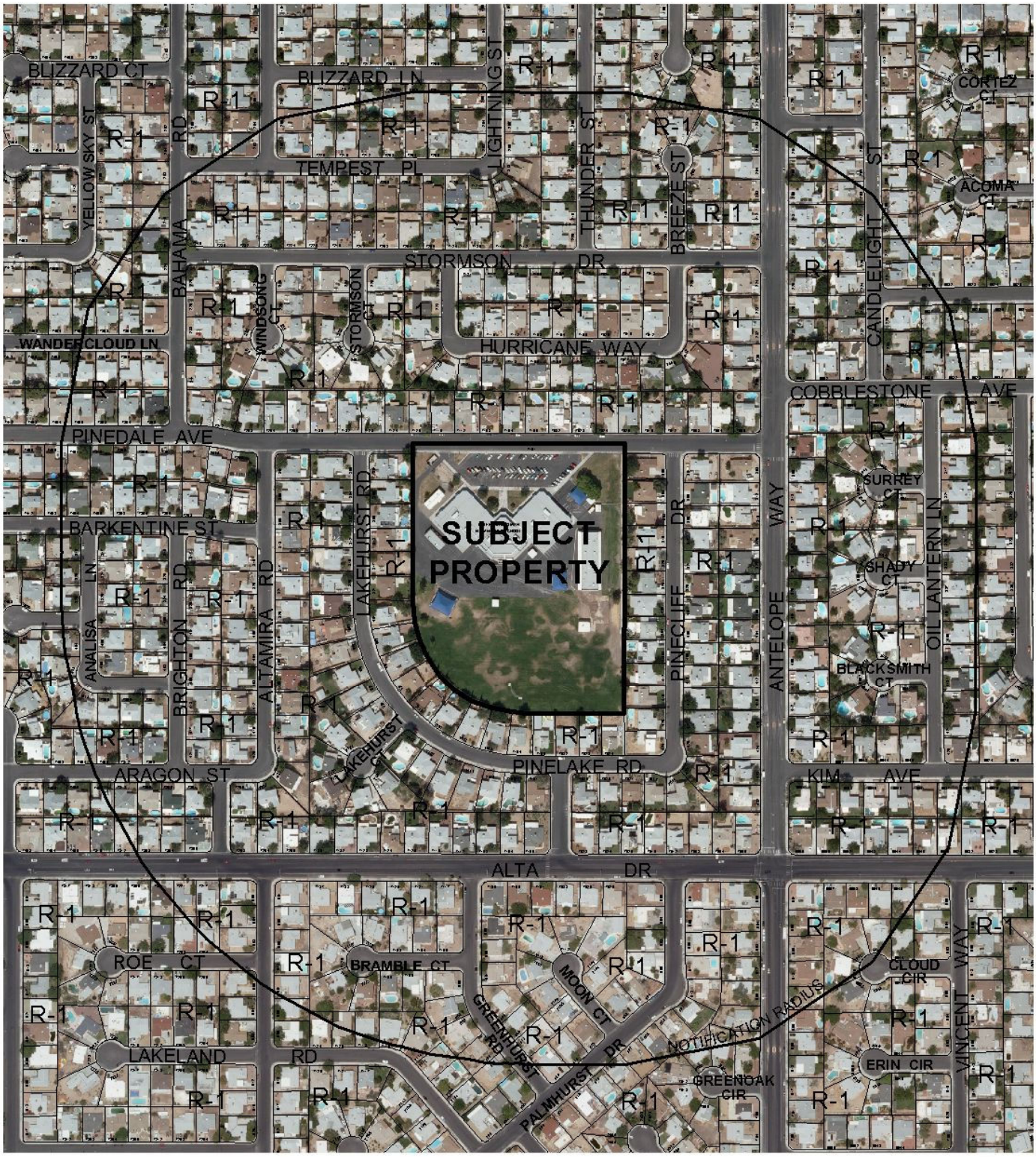
CASE: **ZON-38057**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



CASE: **ZON-38057**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38057	Staff recommends APPROVAL.	

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning of a property from R-1 (Single Family Residential) to C-V (Civic) for a Public School, Primary located at 7101 Pinedale Avenue. The proposed C-V (Civic) district will allow conformance with the existing land use designation of PF (Public Facilities) on the subject site; therefore, staff is recommending approval of the subject Rezoning application. If denied, the existing R-1 zoning district will remain inconsistent with the existing General Plan land use designation.

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 a Public School, Primary 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	
11/24/65	The Board of City Commissioners adopted the petition for Annexation (A-0005-65) at the property located north of Charleston Boulevard and west of Lorenzi Boulevard.
08/22/74	The Board of Zoning Adjustment approved the request for a Special Use Permit (U-0044-74) for the construction of an elementary school on property located on the south side of Pinedale Avenue, between Pinecliff Avenue and Lakehurst Road. Staff recommended approval.
03/12/98	The Planning and Development Department administratively approved the request for a Site Development Plan Review [U-0044-74(1)] on property located at 7101 Pinedale Avenue for a proposed 8,051 square-foot addition to an existing elementary school.
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #7/rg).

Most Recent Change of Ownership	
01/26/70	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1973	The elementary school was constructed in 1973.

Pre-Application Meeting
A pre-application meeting was done internally, as the applicant is the City of Las Vegas.

Neighborhood Meeting
A neighborhood meeting is not required nor was one held.

Field Check	
05/20/10	During a routine field check staff observed a well maintained elementary school.

Details of Application Request	
Site Area	
Gross Acres	10.10

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public School, Primary	PF (Public Facilities)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Residence	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		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This request would rezone the subject site from R-1 (Single Family Residential) to C-V (Civic), which will allow conformance with the existing PF (Public Facilities) land use designation. The existing use of the subject site as a Public School, Primary is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designation. As the proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) land use designation, staff is recommending approval of this request.

FINDINGS (ZON-38057)

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) 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 uses allowed by the C-V (Civic) zoning district, including the existing use of the subject site for a Public School, Primary is compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

The 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 Pinedale Avenue, a 60-foot Right-of-Way. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 602 (By City Clerk)

APPROVALS 1

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-38057 APN: 138-24-202-001

Name of Property Owner: Clark County School District

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 11th day of May, 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

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 7101 Pinedale Avenue

Project Name Helen Marie Smith Elementary School **Proposed Use** No Change

Assessor's Parcel #(s) 138-34-202-001 **Ward #** 1

General Plan: existing PF proposed _____ **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 10.10 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Clark County School District **Contact** Linda Perri

Address 2832 E. Flamingo Road **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5205

E-mail Address _____

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 South Fourth Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89031

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE
~~**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 11th day of May, 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

Revised 10/27/08

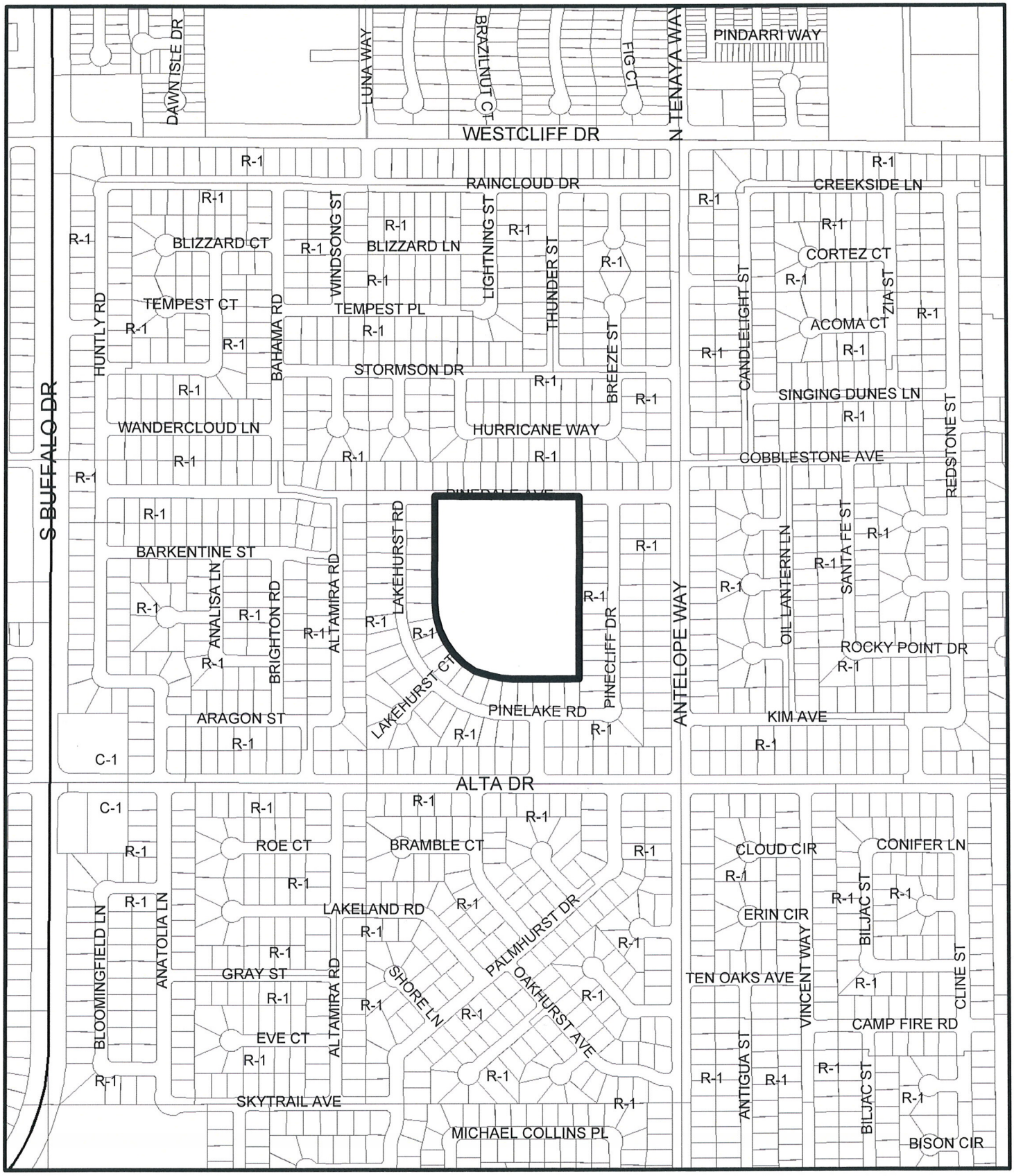
FOR DEPARTMENT USE ONLY

Case #	ZON-38057
Meeting Date:	6-24-10
Total Fee:	N/A
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.

f:\depot\Application Packet\Application Form.pdf

ZONING Parcel: 138-34-202-001



From R-1to C-V

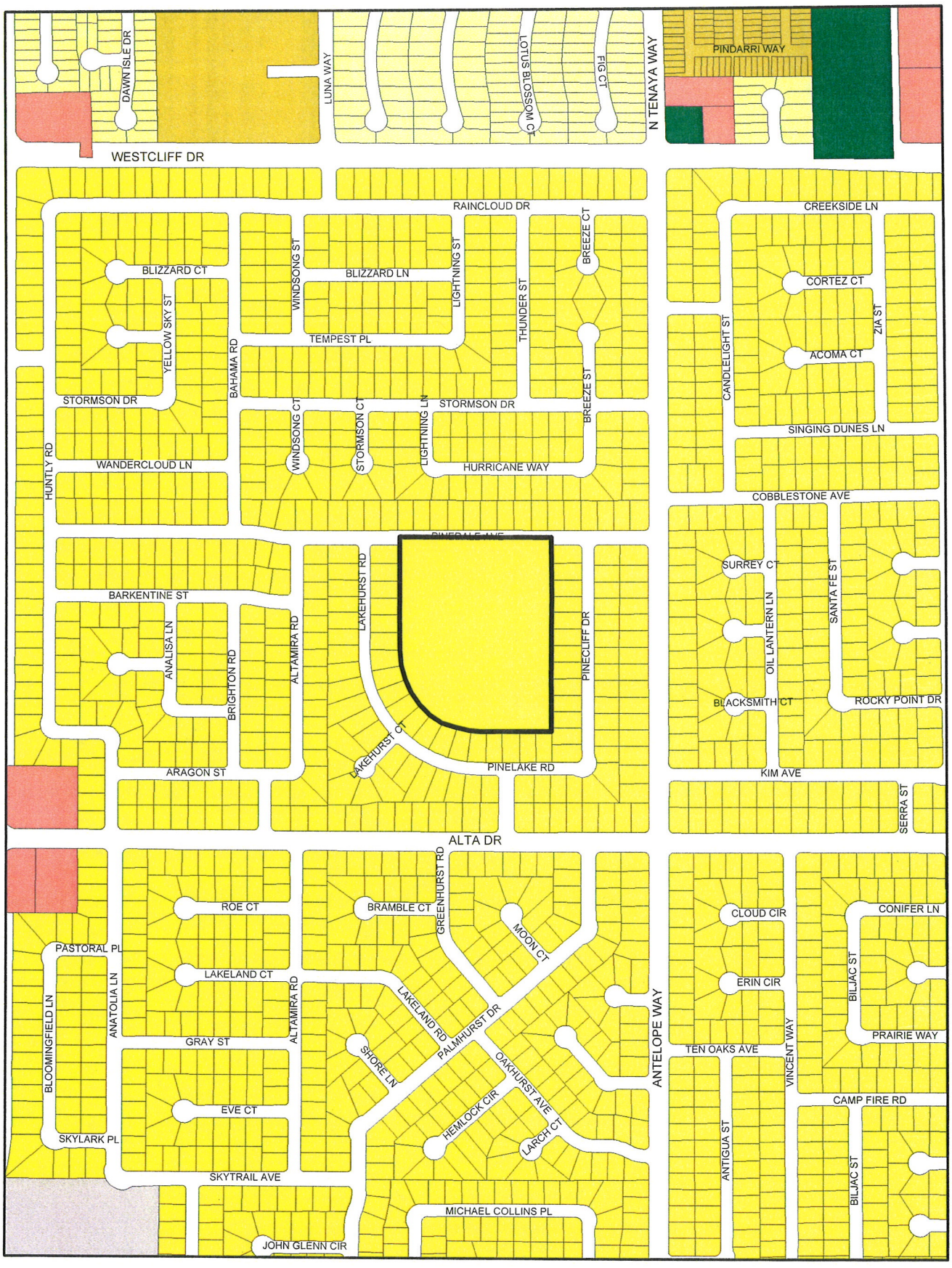
Data Current as of: April 27, 2010

ZON-38057

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: 138-34-202-001



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		
R-PD	R-4	C-D	C-M		
R-1	R-5	C-1	M		
C-V					
C-PB					
P-C					

From R-1 To C-V

Data Current as of: April 27, 2010

ZON-38057

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Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



ZON-38057 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
7101 PINEDALE AVENUE

05/20/10



ZON-38057 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
7101 PINEDALE AVENUE

05/20/10

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 27, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas NV 89101

RE: Application ZON-38057
Assessors Parcel Number 138-34-202-001

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.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

AR:nl

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

07101-001-06-09

ZON-38057

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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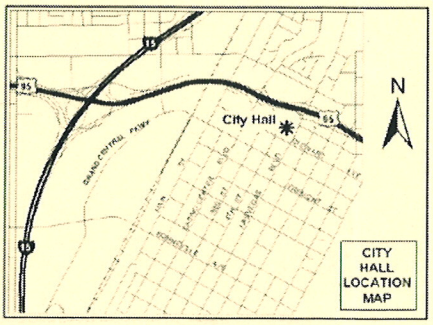
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057
City Council Meeting of 7/21/2010

PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2010 JUL 12 P 1:19

CONNER FAMILY TRUST
CONNER CHARLES C & EMMA TRS
324 LAKEHURST RD
LAS VEGAS NV 89145-5231

APN#13834214110

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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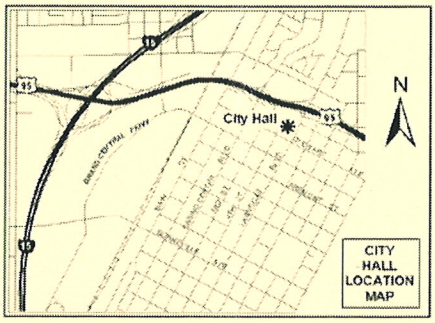
Official Notice of Public Hearing



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ZON-38057
City Council Meeting of 7/21/2010

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LUTSCHKIN JAY A & SHARI L
7313 PINEDALE AVE
LAS VEGAS NV 89145-5237

APN#13834211022

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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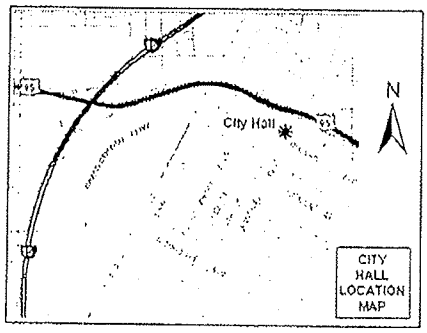

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057
City Council Meeting of 7/21/2010

HEHN DOUGLAS
309 PINECLIFF DR
LAS VEGAS NV 89145-5259

APN#13834214069

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2010 JUL 12 P 3:05

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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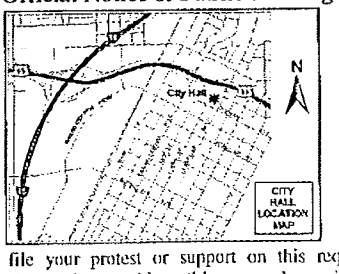

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057
City Council Meeting of 7/21/2010

PACHECO ERNEST C & M REV LIV TR
PACHECO ERNEST C & MARJORIE TRS
7016 PINEDALE AVE
LAS VEGAS NV 89145-5234

APN#13834214015

07/12/2010 MON 13:36 [TX/RX NO 8070] 0001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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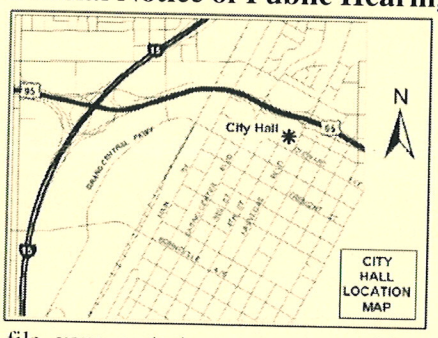

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057

City Council Meeting of 7/21/2010

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CITY CLERK
2010 JUL 12 P 1:19

~~CHAPMAN BARBARA J~~
HEMINGTON GEORGIANNA
6949 SURREY CT
LAS VEGAS NV 89145-5224

APN#13834610010

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
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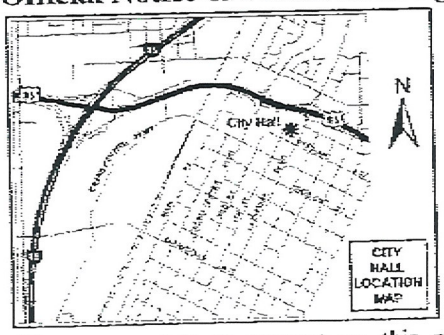
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057

Planning Commission Meeting of 6/24/2010

Case: ZON-38057
13834214074
SHARRATT RAYMOND & BARBARA
308 PINECLIFF DR
LAS VEGAS NV 89145-5260

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JUN 14 2010

7p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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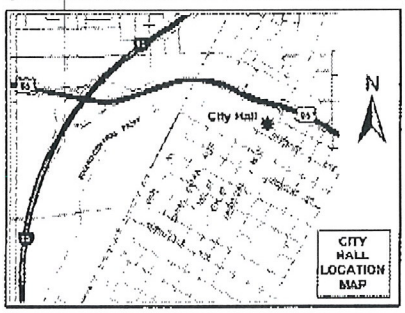

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057

Planning Commission Meeting of 6/24/2010

Case: ZON-38057
13834116031
NUSZBAUM WILLIAM H & DEBRA A
240 WINDSONG CT
LAS VEGAS NV 89145-5152

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JUN 14 2010

MP

14-JUN-2010 08:05 From:7025625526 Page: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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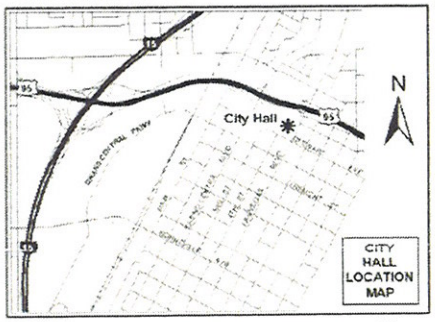

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057

Planning Commission Meeting of 6/24/2010

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10 JUN 21 PM 4:15
PLANNING AND DEVELOPMENT

Case: ZON-38057

13834214013
FANO NANCY KAREN
7024 PINEDALE AVE
LAS VEGAS NV 89145-5234

89145852340045

Submitted after final agenda
Date 6/24/10 Item 7P

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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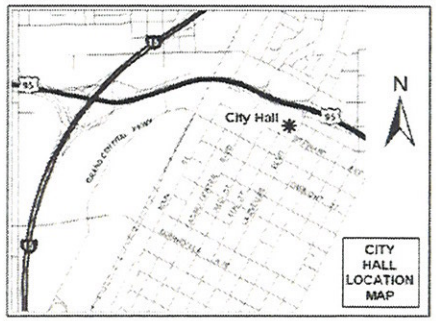
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38057

Planning Commission Meeting of 6/24/2010

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PLANNING AND DEVELOPMENT

Case: ZON-38057

13834611003
COOK BARBARA JANE
6948 KIM AVE
LAS VEGAS NV 89145-5342

Submitted after final agenda
Date
Item 11p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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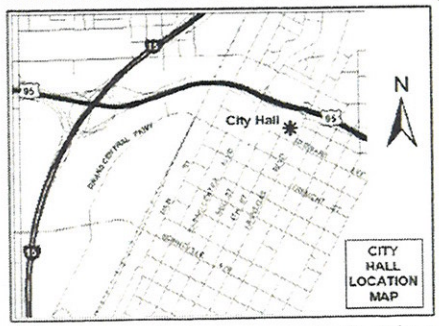

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-38057
Planning Commission Meeting of 6/24/2010

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PLANNING & DEVELOPMENT

Case: ZON-38057
13834610036
RIDER FREDERICK DALE
317 ANTELOPE WY
LAS VEGAS NV 89145-5201

89145$5201 C052

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

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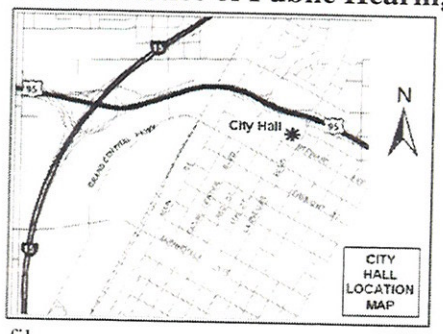

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☑ I OPPOSE this Request

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ZON-38057

Planning Commission Meeting of 6/24/2010

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Case: ZON-38057
13834711003
JOHNS LARRY L & LLYSE M
505 ANTELOPE WY
LAS VEGAS NV 89145-6101

Submitted after final agenda
Date
Item 7P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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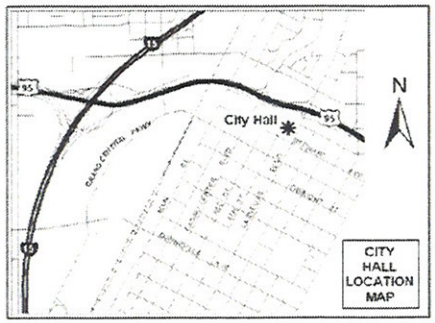

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☒ I OPPOSE this Request

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ZON-38057

Planning Commission Meeting of 6/24/2010

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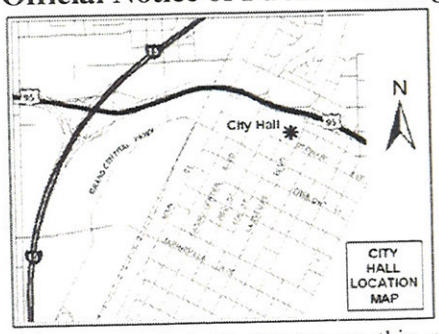
Case: ZON-38057

13834114020
DAMICO ANTONIO P
10509 GLOWING COVE AVE
LAS VEGAS NV 89129-3209

Submitted after final agenda
Date
Item 11

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-38057
Planning Commission Meeting of 6/24/2010

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Kimberly

community
Robin neighborhood
hay is ow

Case: ZON-38057
13834214015
PACHECO ERNEST C & M REV LIV TR
7016 PINEDALE AVE
LAS VEGAS NV 89145-5234

RECEIVED
JUN 18 2010

89145$5234 C046

Submitted after final agenda
Date
Item 1A

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

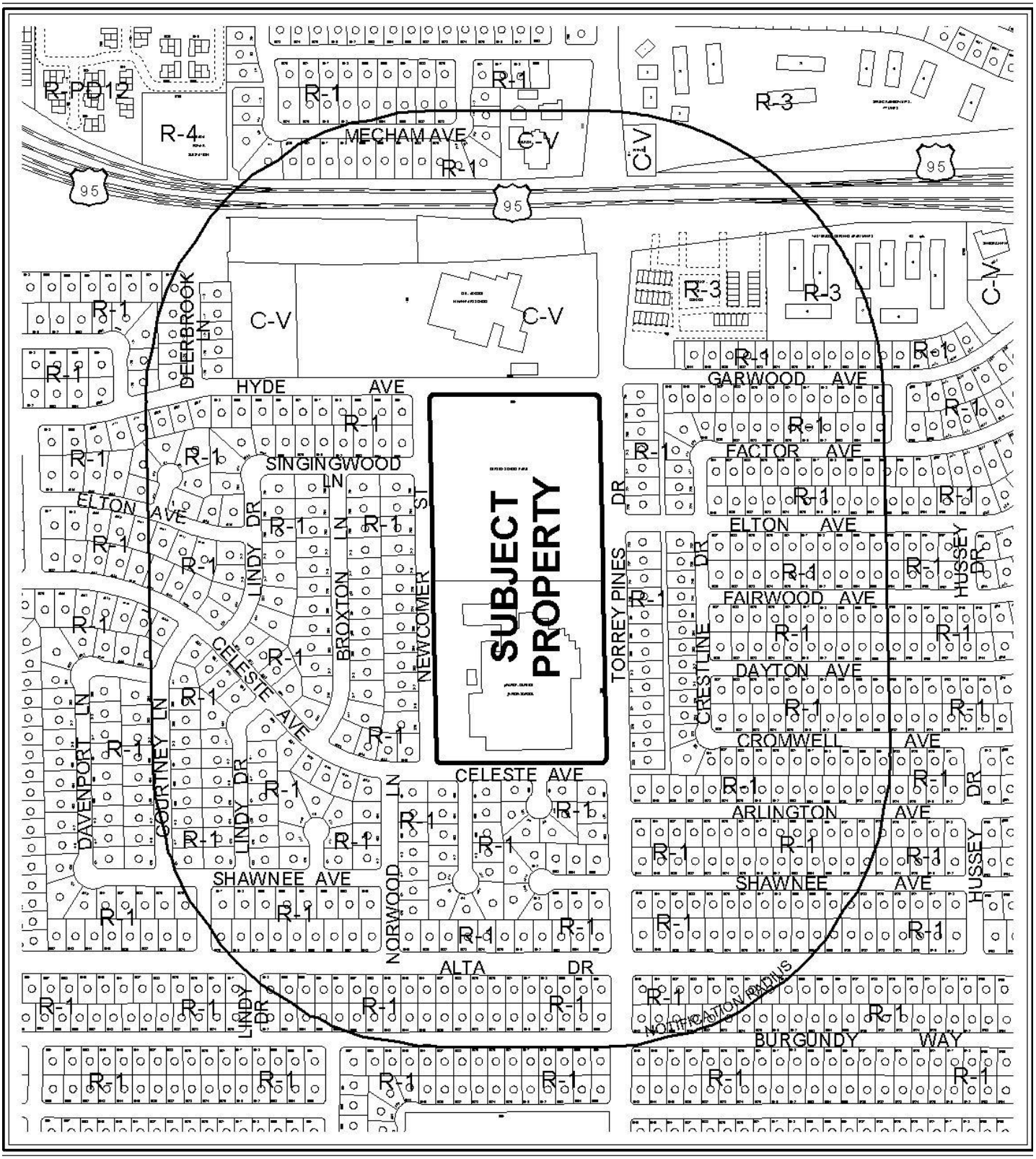
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38058 - 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 17.82 acres at 300 South Torrey Pines Drive (APNs 138-35-111-004 and 138-35-215-001), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**6**
City Council Meeting	**2**	**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. Protest Postcards
7. Backup referenced from the June 24 2010 Planning Commission Meeting for ZON-38058



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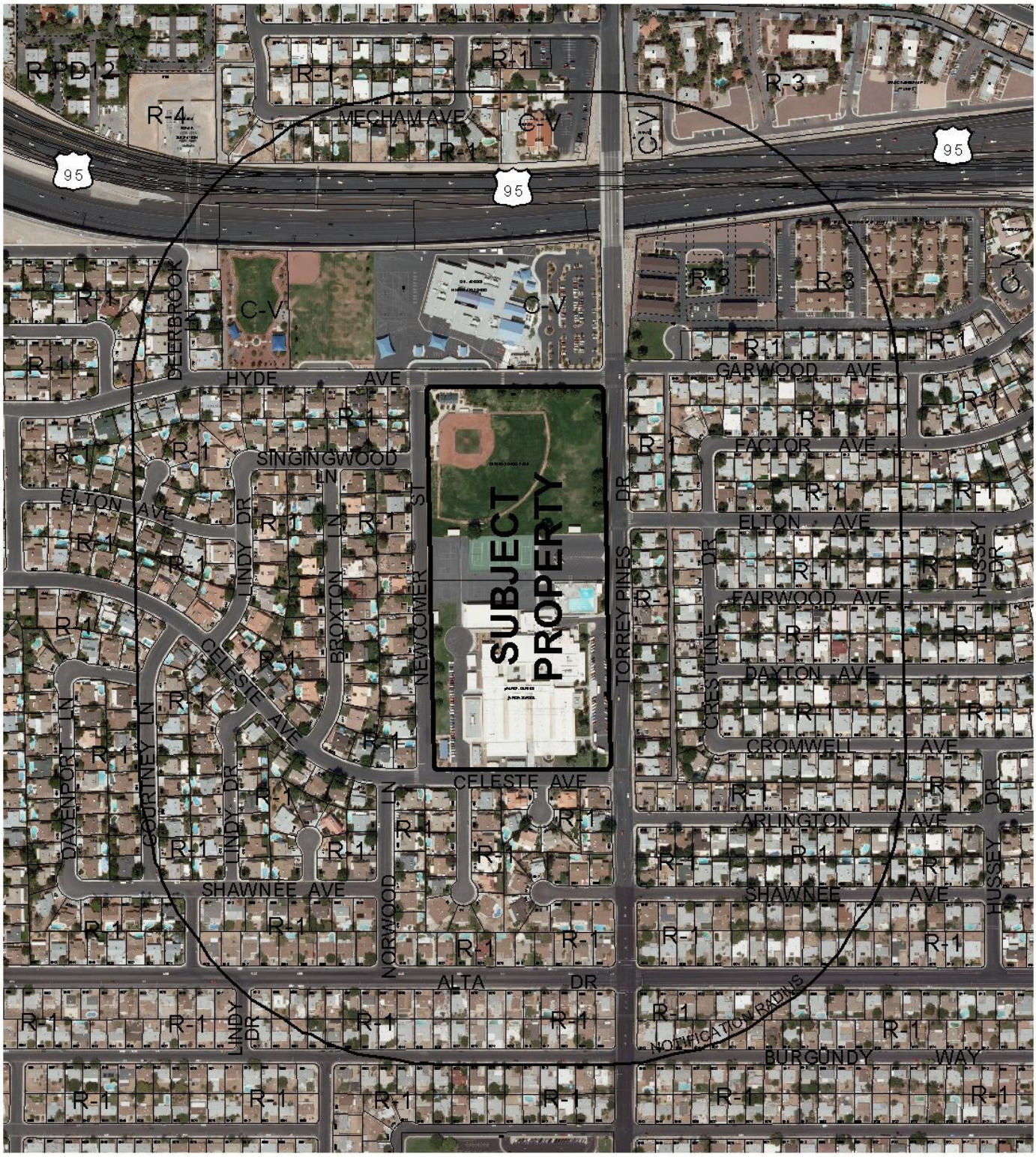
CASE: **ZON-38058**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 400 800 Feet

CASE: **ZON-38058**

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 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38058	Staff recommends APPROVAL.	N/A

JG

Staff Report Page One
July 21, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently contains a junior high school on 17.82 acres located at 300 South Torrey Pines Drive. The applicant is requesting a Rezoning from R-E (Residence Estates) to the C-V (Civic) district. If denied, the site will retain its existing Zoning and General Plan designation. Staff recommends approval of this request, as the requested Rezoning is compatible with the adjacent surrounding zoning districts and the existing General Plan designation.

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	
06/12/03	The Planning and Development Department staff approved an Administrative Site Development Plan Review (SDR-2265) for a 1,440 square-foot Modular Office Building at 300 South Torrey Pines Drive.
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #8/jg).

Most Recent Change of Ownership	
04/03/68	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1963	The junior high school was constructed in 1963.

Pre-Application Meeting	
04/23/10	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	
05/20/10	During a routine field check, staff observed a well maintained junior high school.

Details of Application Request	
Site Area	
Net Acres	17.82

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public School, Primary	PF (Public Facilities)	R-E (Residence Estates)
North	Public School, Primary	PF (Public Facilities)	C-V (Civic)
South	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
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			
A-O (Airport Overlay) District (200 feet & 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

ANALYSIS

The subject site contains an existing junior high school, which is a permissible use in the proposed C-V (Civic) zoning district, and is allowed by the existing PF (Public Facilities) General Plan 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-38058)

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) General Plan land use category.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed 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 Newcomer Street, a 60-foot Collector and Torrey Pines Drive, an 80-foot Secondary Collector. Access is adequate in size to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 578 (By City Clerk)

APPROVALS 6

PROTESTS 3

JG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-38058** APN: 138-35-111-004 and 138-35-215-001

Name of Property Owner: Clark County School District

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 11th day of May, 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

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 300 South Torrey Pines Drive

Project Name Garside Junior High School **Proposed Use** No Change

Assessor's Parcel #(s) 138-35-111-004 and 138-35-215-001 **Ward #** 1

General Plan: existing PF proposed _____ **Zoning:** existing R-E proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 17.82 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Clark County School District **Contact** Linda Perri

Address 2832 E. Flamingo Road **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5205

E-mail Address _____

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 South Fourth Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89031

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE

~~**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 11th day of May, 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-38058
Meeting Date:	6-24-10
Total Fee:	N/A
Date Received:*	
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

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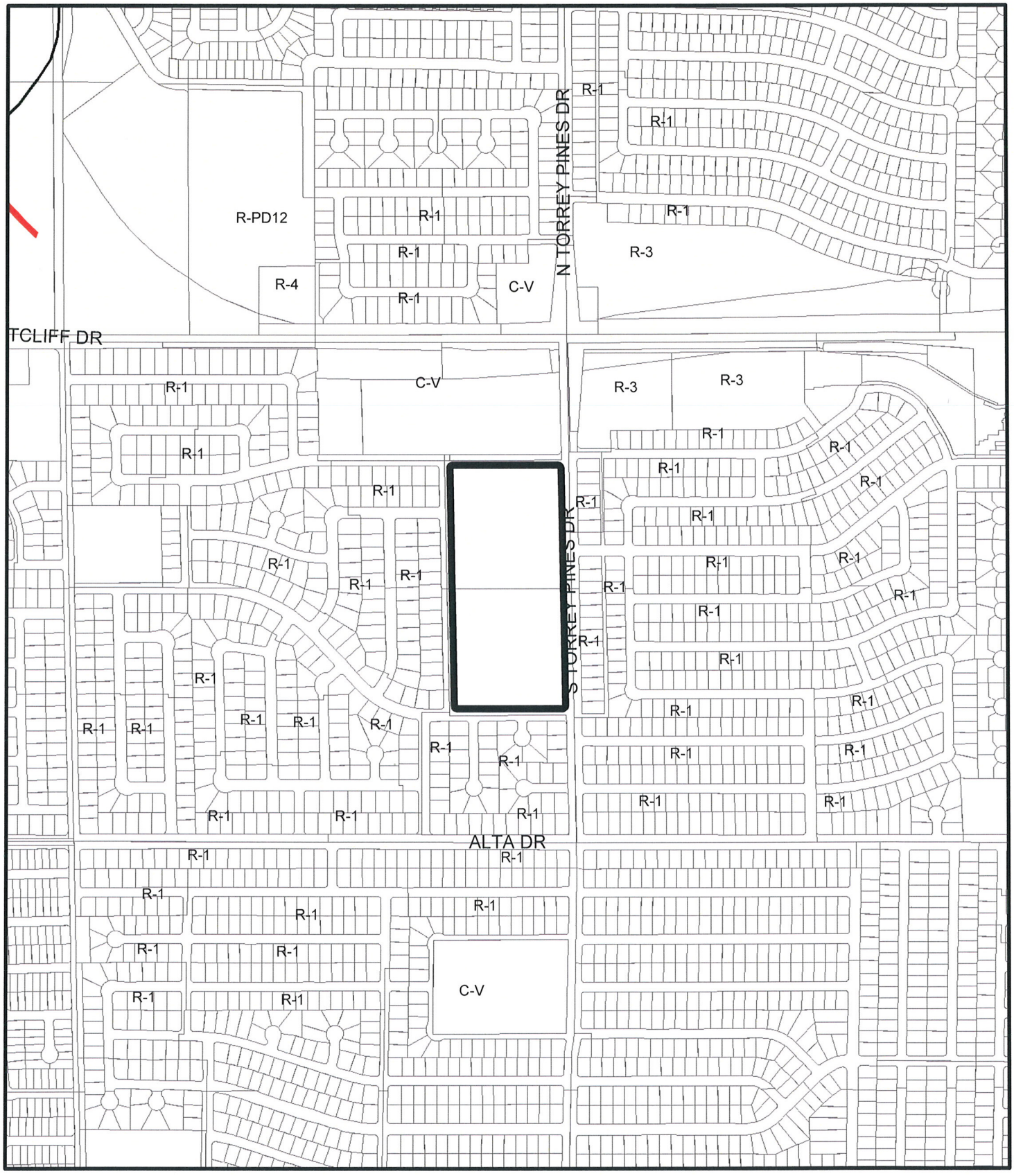
ZONING Parcel: 138-35-111-004 and 138-35-215-001



From R-E to C-V

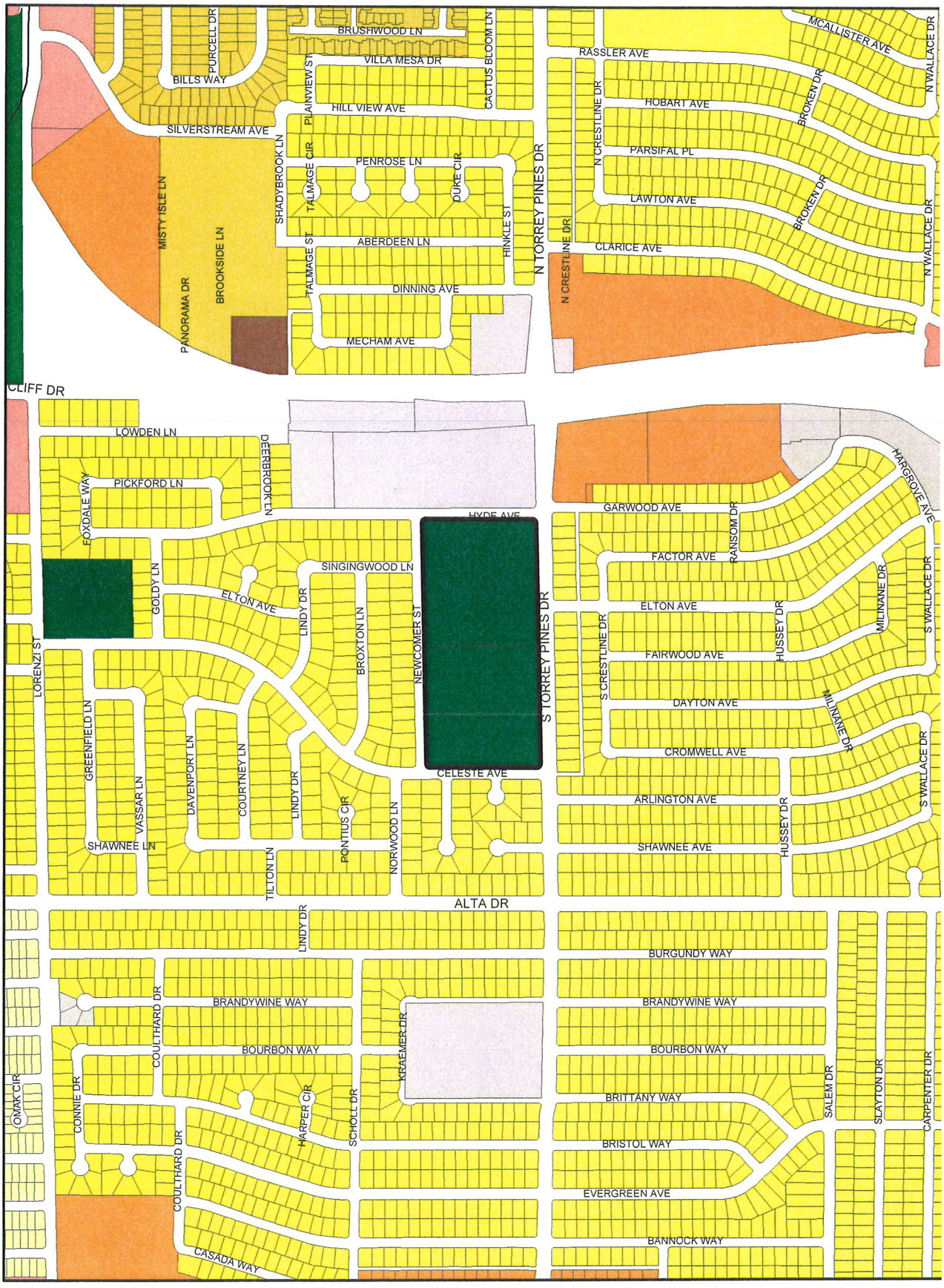
ZON-38058

Data Current as of: April 27, 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: 138-35-111-004 and 138-35-215-001



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	

From R-E to C-V

Data Current as of: April 27, 2010

ZON-38058

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PLANNING & DEVELOPMENT



ZON-38058 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
300 SOUTH TORREY PINES DRIVE

05/20/10



ZON-38058 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
300 SOUTH TORREY PINES DRIVE

05/20/10



ZON-38058 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
300 SOUTH TORREY PINES DRIVE

05/20/10



ZON-38058 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
300 SOUTH TORREY PINES DRIVE

05/20/10

PLANNING & DEVELOPMENT
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 27, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas NV 89101

RE: Application ZON-38058
Assessors Parcel Numbers 138-35-111-004

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.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

AR:nl

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

07101-001-06-09

ZON-38058

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2010 JUL -9 P 5:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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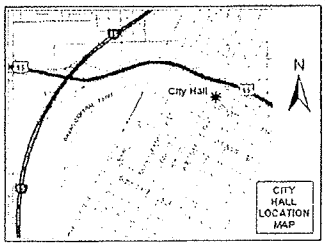

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38058
City Council Meeting of 7/21/2010

NEEL WILLIAM J
213 S TORREY PINES DR
LAS VEGAS NV 89107-2509

APN#13835510004

Jul 09 10 03:51p

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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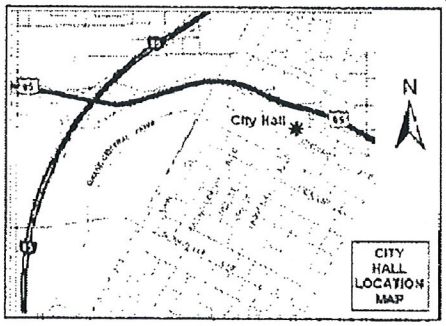

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ZON-38058
City Council Meeting of 7/21/2010

GRAY RONALD
6324 SHAWNEE AVE
LAS VEGAS NV 89107-0103

APN#13835614045

RECEIVED
CITY CLERK
2010 JUL 12 P 3:53

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
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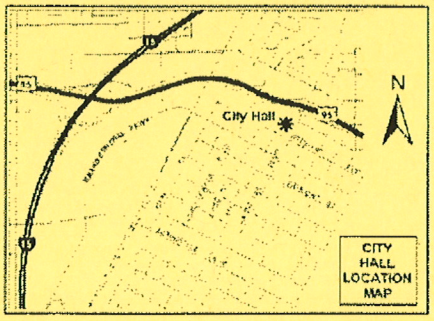

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☒ I OPPOSE this Request

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ZON-38058

Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 14 2010

Case: ZON-38058

13835510004
NEEL WILLIAM J
213 S TORREY PINES DR
LAS VEGAS NV 89107-2509

8P

Jun 12 10 05:21p p.1

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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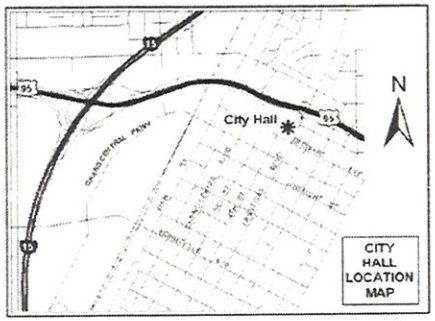

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38058 HAS THE LAST 40 YEARS BEEN A MISTAKE? I DON'T THINK SO.
Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:14
PLANNING AND DEVELOPMENT

Case: ZON-38058
13835614045
GRAY RONALD
6324 SHAWNEE AVE
LAS VEGAS NV 89107-0103

Submitted after final agenda
Date 6/24/10 Item 8P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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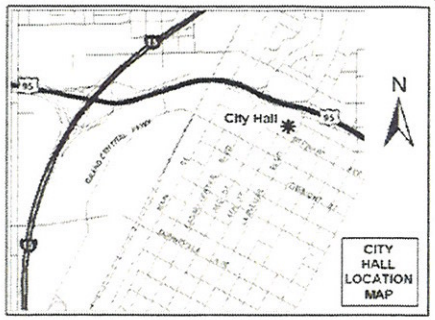

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38058

Planning Commission Meeting of 6/24/2010

13835614044
HO BEVERLY AD
6328 SHAWNEE AVE
LAS VEGAS NV 89107-0103

Case: ZON-38058

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DAVOS11 89107

Submitted after final agenda
Date
Item 8P

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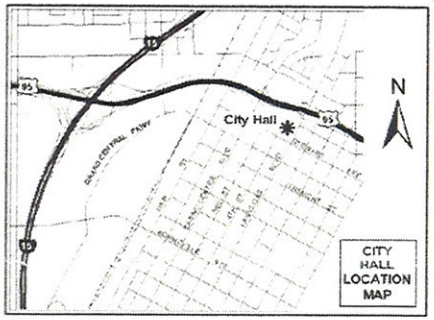

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-38058
Planning Commission Meeting of 6/24/2010

13835113017
WISNIEWSKI JOHN B
6513 HYDE AVE
LAS VEGAS NV 89107-2408

Case: ZON-38058

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Submitted after final agenda
Date
Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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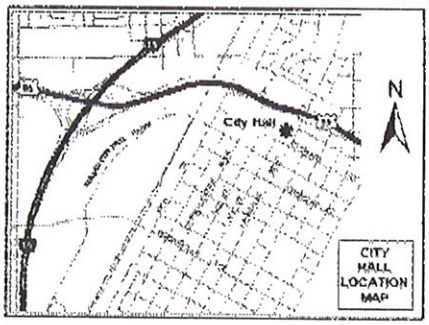

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38058
Planning Commission Meeting of 6/24/2010

Case: ZON-38058
13835614027
ERNEST FAMILY TRUST
6237 ARLINGTON AVE
LAS VEGAS NV 89107-2564

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Submitted after final agenda
Date Item 8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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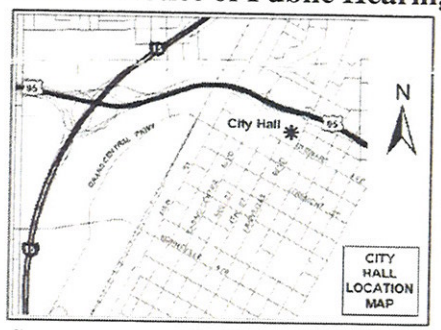

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38058

Planning Commission Meeting of 6/24/2010

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Case: ZON-38058

13835614037
ROBINSON FAMILY TRUST
5404 STACEY AVE
LAS VEGAS NV 89108-3018

Submitted after final agenda
Date
Item 8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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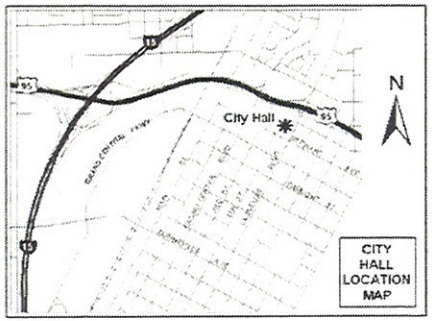

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ZON-38058
Planning Commission Meeting of 6/24/2010

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JUN 16 2010

Case: ZON-38058
13835212023
GRADY FAMILY TRUST
408 HOLCOMB CIR
LAS VEGAS NV 89107-2406

POCKET SLOT

Submitted after final agenda
Date
Item 8A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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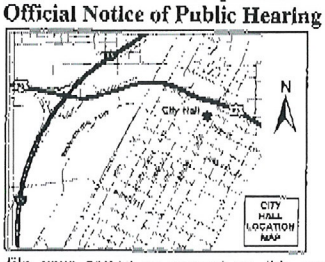

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-38058

Planning Commission Meeting of 6/24/2010

Case: ZON-38058
13835218012
ROMPEL PAUL & TERI REV LIV TR
6509 SHAWNEE AVE
LAS VEGAS NV 89107-2437

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JUN 14 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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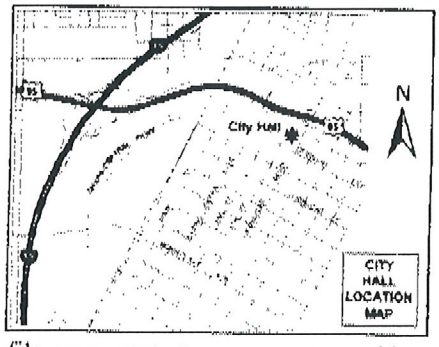

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38058
Planning Commission Meeting of 6/24/2010

THIS ZONING CHANGE MAKES SENSE AND I AM SURPRISED IT WAS NOT DONE MUCH SOONER.

13835115002 Case: ZON-38058
GERSHICK SCOTT M
6508 SINGINGWOOD LN
LAS VEGAS NV 89107-2491

RECEIVED
JUN 14 2010

8A

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

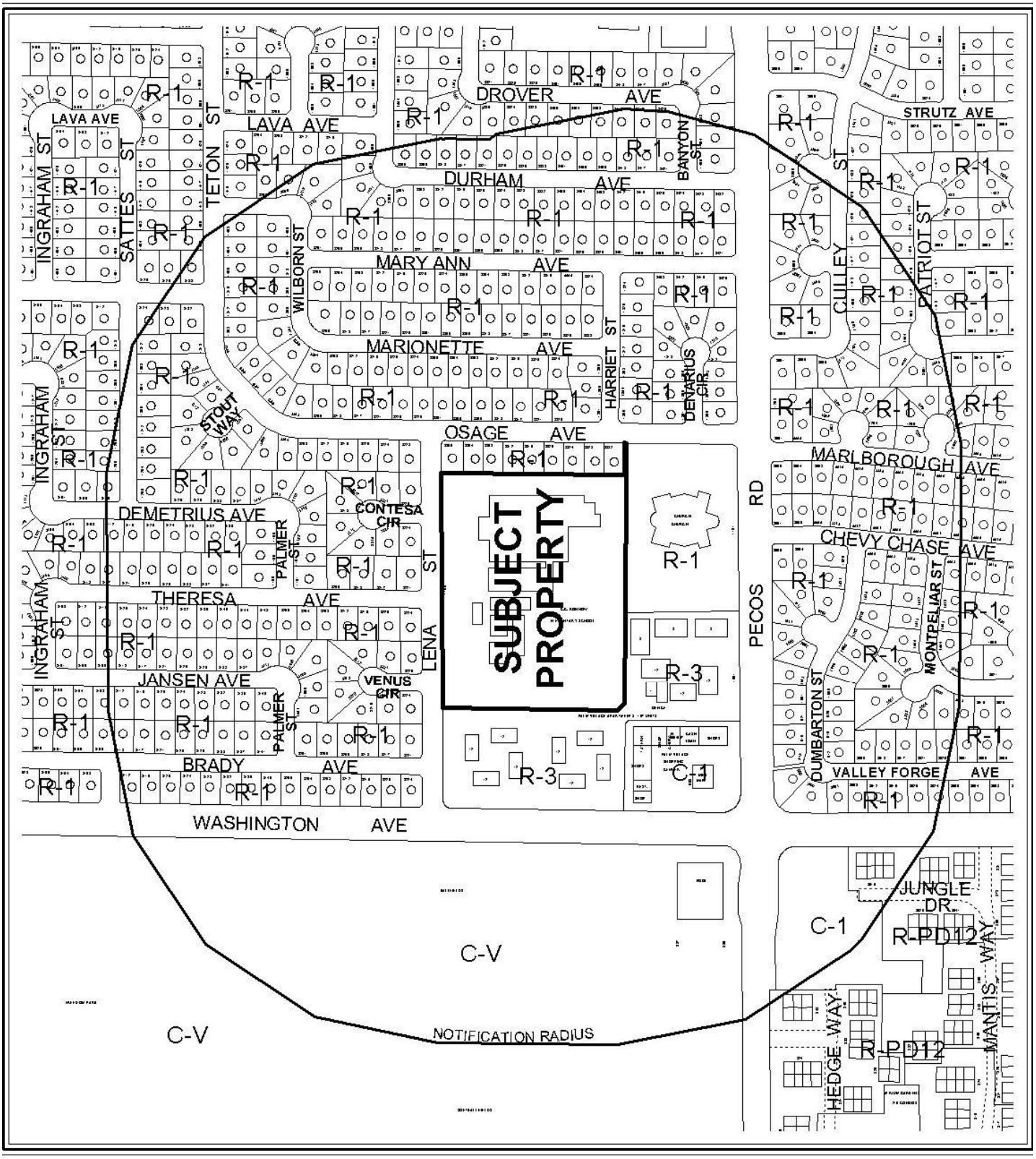
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38059 - 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 8.83 acres at 1100 Lena Street (APN 139-25-601-002), 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.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup referenced from the June 24, 2010 Planning Commission Meeting for ZON-38059



CASE: **ZON-38059**

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-38059**

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 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38059	Staff recommends APPROVAL.	

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning of a property from R-1 (Single Family Residential) to C-V (Civic) for an existing Public School, Primary located at 1100 Lena Street. The proposed C-V (Civic) district will allow conformance with the existing land use designation of PF (Public Facilities) on the subject site; therefore, staff is recommending approval of the subject Rezoning application. If denied, the existing R-1 (Single Family Residential) zoning district will remain inconsistent with the existing General Plan land use designation.

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 a Public School, Primary 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	
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #9/rg).

Most Recent Change of Ownership	
07/27/65	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1966	The elementary school was constructed in 1966.

Pre-Application Meeting
A pre-application meeting was done internally, as the applicant is the City of Las Vegas.

Neighborhood Meeting
A neighborhood meeting is not required nor was one held.

Field Check	
05/20/10	During a routine field check staff observed a well maintained elementary school.

Details of Application Request	
Site Area	
Net Acres	8.83

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Public School, Primary	PF (Public Facilities)	R-1 (Single Family Residential)
North	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	House of Worship	L (Low Density Residential)	R-1 (Single Family Residential)
	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Single Family Residence	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		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This request would Rezone the subject site from R-1 (Single Family Residential) to C-V (Civic), which will allow conformance with the existing PF (Public Facilities) land use designation. The existing use of the subject site as a Public School, Primary is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designation. As the proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) land use designation, staff is recommending approval of this request.

FINDINGS (ZON-38059)

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) 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 uses allowed by the C-V (Civic) zoning district, including the existing use of the subject site for a Public School, Primary is compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The 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 Lena Street, a 60-foot Right-of-Way. This thoroughfare is capable of accommodating the traffic flow for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 528 (By City Clerk)

APPROVALS 3

PROTESTS 0

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-38059 APN: 139-25-601-002

Name of Property Owner: Clark County School District

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 11th day of May, 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

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 1100 Lena Street

Project Name C.C. Ronnow Elementary School **Proposed Use** No Change

Assessor's Parcel #(s) 139-25-601-002 **Ward #** 3

General Plan: existing PF proposed _____ **Zoning:** existing R-1 proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 8.83 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Clark County School District **Contact** Linda Perri

Address 2832 E. Flamingo Road **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5205

E-mail Address _____

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 South Fourth Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89031

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE
~~**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 11th day of May, 2010.

Nora Lares

Notary Public in and for said County and State

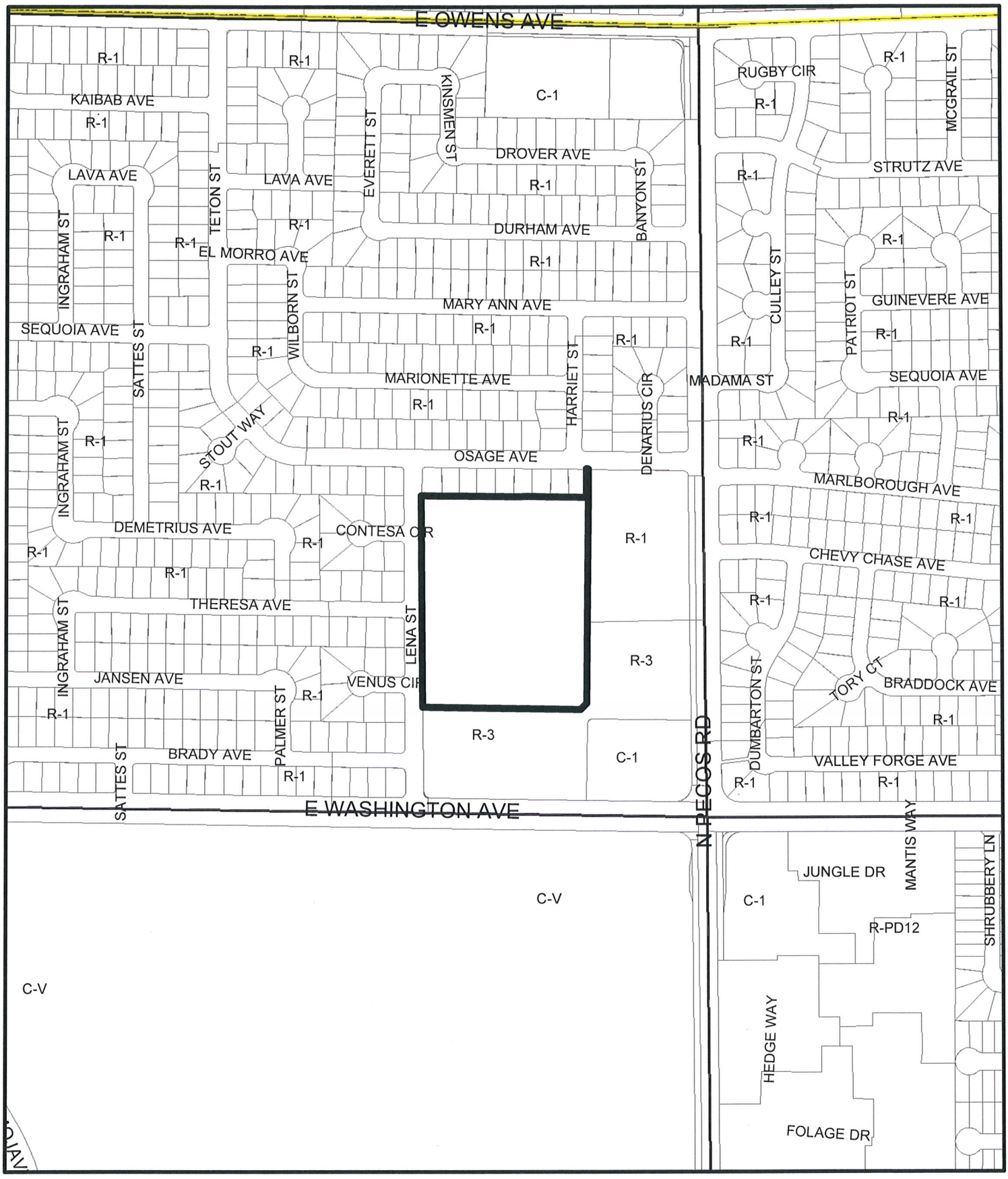
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON-38059
Meeting Date:	6-24-10
Total Fee:	N/A
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.

ZONING Parcel: 139-25-601-002



From R-1to C-V

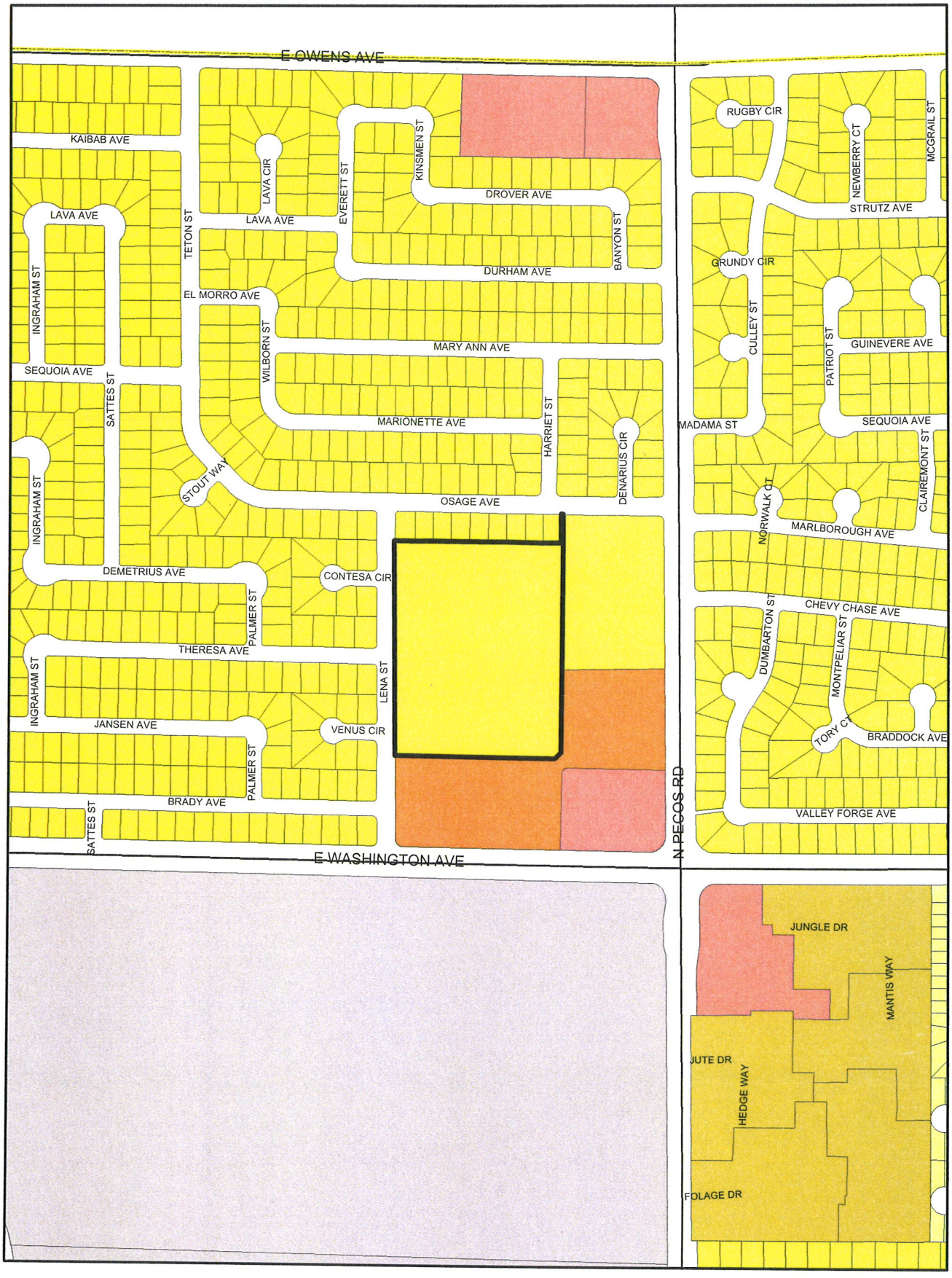
Data Current as of: April 27, 2010

ZON-38059

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: 139-25-601-002



ZONING

- C-V
- C-PB
- P-C
- U
- R-A
- R-E
- R-D
- R-PD
- R-1
- R-MH
- R-CL
- R-2
- R-3
- R-4
- R-5
- R-MHP
- P-R
- N-S
- O
- C-D
- C-1
- PD
- T-D
- TC
- C-2
- C-M
- M

ZON-38059

From R-1to C-V

Data Current as of: April 27, 2010

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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



ZON-38059 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
1100 LENA STREET

05/20/10

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 27, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas NV 89101

RE: Application ZON-38059
Assessors Parcel Number 139-25-601-002

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.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning & Development Department

AR:nl

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

07101-001-06-09

ZON-38059

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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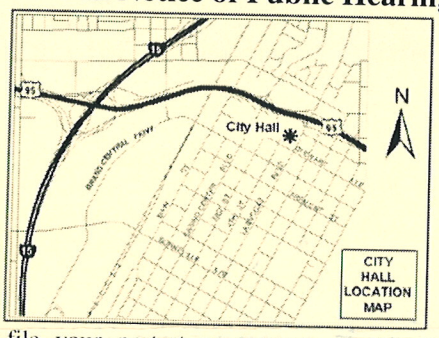

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38059

City Council Meeting of 7/21/2010

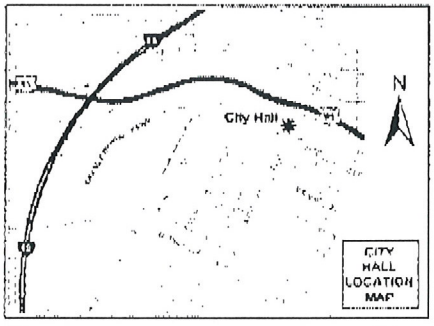
WOSIKA FRANK L & KAREN M
3413 MARY ANN AVE
LAS VEGAS NV 89101-1873

APN#13925513035

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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ZON-38059
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 16 2010

Case: ZON-38059
13925611014
GRAHAM SALLY JEAN W & PAUL H SR
1301 HARRIET ST
LAS VEGAS NV 89101-1818

9A

Jun 16 10 08:10a Graham-Turvey Household 702-642-3881 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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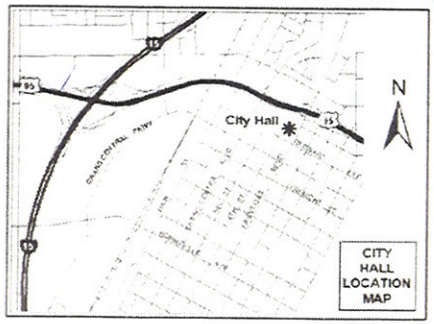
Return Service Requested
Official Notice of Public Hearing



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-38059
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 23 2010

Case: ZON-38059
14030110023
BUSH JOHN L & CHRISTINE
P O BOX 42310
LAS VEGAS NV 89116-0310

DEPOSIT DATE

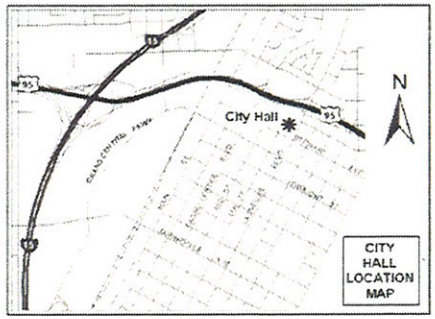
Submitted after final agenda
Date 6/23/10 Item 9A

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 JUN 11 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38059
Planning Commission Meeting of 6/24/2010

JUN 18 2010

Case: ZON-38059
14030214023
ROSS CAROL M
1017 MONTPELIAR ST
LAS VEGAS NV 89110-1111

Submitted after final agenda
Date
Item 9A

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JULY 21, 2010

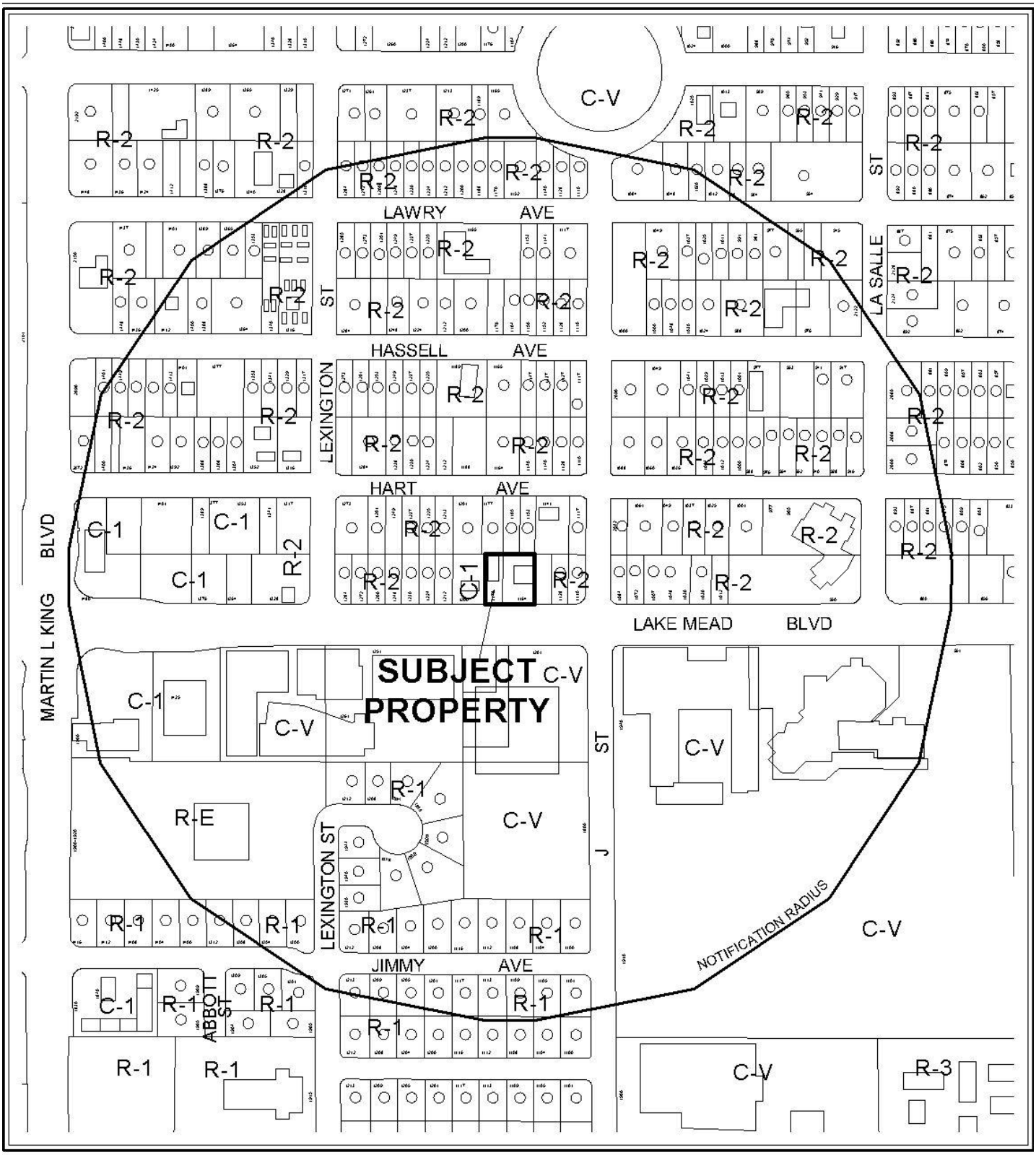
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37949 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BELL INDEPENDENT LIVING HOMES, INC. - OWNER: CLESTER AND ODESSA NELSON - Request for a Special Use Permit FOR A PROPOSED 987 SQUARE-FOOT SOCIAL SERVICE PROVIDER at 1176 West Lake Mead Boulevard (APNs 139-21-610-283 and 284), C-1 (Limited 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	**1**	**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. Protest Postcard
7. Backup referenced from the June 24, 2010 Planning Commission Meeting for SUP-37949



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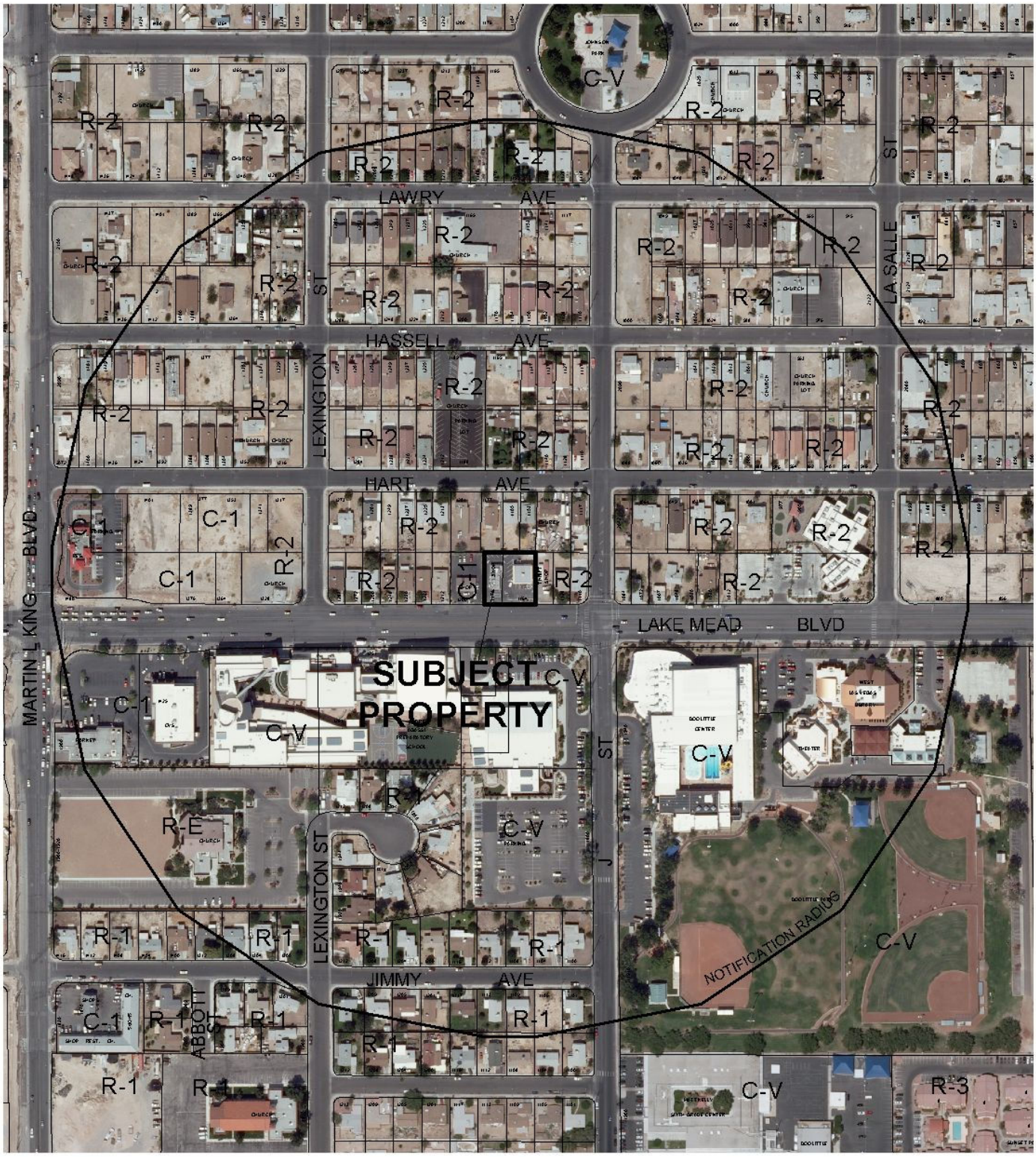
CASE: **SUP-37949**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37949**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: BELL INDEPENDENT LIVING HOMES, INC. - OWNER: CLESTER AND ODESSA NELSON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37949	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-37949 CONDITIONS

Planning and Development

1. There shall be an administrative review one year after issuance of a business license for the social service provider use.

2. Conformance to the approved conditions for Site Development Plan Review [U-0142-97(2)].

3. The applicant shall work with city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of a business license.

4. Hours of operation shall be limited from 8:00 a.m. to 7:00 p.m., Monday through Friday.

5. This approval shall be void two years 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.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

8. The parking layout shall be redesigned to eliminate parking spaces directly in line with the driveway on Lake Mead Boulevard to ensure that vehicles do not back into the public right-of-way.

Staff Report Page One
July 21, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains two existing buildings on 0.32 acres and is located at 1164 and 1176 West Lake Mead Boulevard. The applicant is requesting a Special Use Permit to allow a Social Service Provider within the 987 square-foot building at 1176 West Lake Mead Boulevard. The other building would remain a nonprofit thriftshop. The proposed use would provide free employment assistance and a positive academic studying environment for at-risk youth through a non-profit organization. Clients are either transported to the site or arrive by non-vehicular modes of transportation. The location is adjacent to an existing bus route. The applicant has shown that the proposed Social Service Provider use can be conducted in a manner that is harmonious and compatible with the surrounding land uses, and staff therefore recommends approval. If denied, the proposed use cannot be located at 1176 West lake Mead Boulevard; however, the existing salon use may remain.

ISSUES

- The current commercial site is located on three legal lots that were to be combined as a condition of approval of the existing Thriftshop. Noncompliance with this condition has created a situation where the building at 1176 West Lake Mead Boulevard does not meet current setback requirements, the building at 1164 West Lake Mead Boulevard is located on two separate lots and driveway access is shared between two properties without benefit of a cross-access and parking agreement. Condition of Approval #2 requires the applicant to work with staff to consolidate the lots through a remapping action. The new map is required to be recorded prior to the issuance of a business license for the proposed use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/19/66	The Board of City Commissioners approved a Rezoning (Z-0059-64) from R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) for property on the north side of Lake Mead Boulevard between Lexington Street and Concord Street, subject to a six-month Resolution of Intent. The Planning Commission and staff recommended denial. The Resolution of Intent expired 04/19/67.

10/18/67	The Board of City Commissioners denied a request for a Plot Plan Review for a commercial building and Reinstatement of a Rezoning (Z-0059-64) from R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial) for property on the north side of Lake Mead Boulevard between Lexington Street and Concord Street. The Planning Commission and staff recommended denial.
04/23/68	The Planning Commission approved a Plot Plan Review for a commercial building on Lot 12B and the west 30 feet of Lot 12A in Vegas Heights Tract No. 4 Subdivision, affirming that construction of the building on the property was in conformance with the original Resolution of Intent to C-1 (Limited Commercial) District. The Board of City Commissioners affirmed this zoning status on 05/06/68.
10/02/68	The Board of City Commissioners adopted Ordinance #934-138, which hard zoned Lots 12B and the west 30 feet of Lot 12A in Vegas Heights Tract No. 4 Subdivision to C-1 (Limited Commercial). The subject site remained zoned R-2 (Medium-Low Density Residential).
08/05/92	The Board of City Commissioners adopted Ordinance #934.260, which hard zoned Lot 12C (the site containing the building at 1176 West Lake Mead Boulevard) in Vegas Heights Tract No. 4 Subdivision to C-1 (Limited Commercial) after it was discovered the commercial building approved in 1968 was constructed on Lot 12C.
02/23/98	The City Council approved a request for a Special Use Permit (U-0142-97) for a Nonprofit Thrift Shop on the subject property, subject to a one-year review of the use. The Planning Commission and staff recommended approval.
03/22/99	The City Council approved a one year Required Review [U-0142-97(1)] of an approved Special Use Permit, which allowed a Nonprofit Thrift Shop on the subject property, with no further reviews. The Planning Commission and staff recommended approval.
06/28/99	The City Council approved a request for a Site Development Plan Review [U-0142-97(2)] for a 1,600 square-foot addition to an existing Thrift Store on property located at 1164 West Lake Mead Boulevard. The Planning Commission recommended approval. Staff recommended denial. A condition of approval required the combination of the three legal lots underlying the site, and also required the applicant to work with staff to provide landscaping on the site as required by the Planning and Development Department.
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #27/ss).

Most Recent Change of Ownership	
09/30/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1968	The commercial building at 1176 West Lake Mead Boulevard was constructed.
05/27/68	A building permit (#42035) was issued for paving for parking in conjunction with a commercial building on property located at 1164 (West) Lake Mead Boulevard. A field inspection conducted on 08/01/68 revealed that landscaping on the site was inadequate. [NOTE: the building was constructed on property at 1176 West Lake Mead Boulevard.]
10/14/97	A building permit (#97020962) was issued for repair/reset of 200A electrical service at 1176 West Lake Mead Boulevard. A final inspection was completed 10/16/97.
03/09/98	A building permit (#98004637) was issued for a Non-Work Certificate of Occupancy for a mercantile use at 1176 West Lake Mead Boulevard. A final inspection was completed 03/10/98.
04/01/98	A business license (N36-00015) was issued for a nonprofit thrift store at 1164 West Lake Mead Boulevard. The license is still active. The license was changed to include the address 1176 West Lake Mead Boulevard on 03/07/00. This is also the mailing address of record.
09/24/99	A building permit (#99018807) was issued for onsite improvements at 1164 West Lake Mead Boulevard. A final inspection was completed on 12/13/99.
09/24/99	A building permit (#99018808) was issued for a shell building for Certificate of Completion at 1164 West Lake Mead Boulevard. A final inspection was completed on 12/10/99.
09/27/99	A building permit (#99018921) was issued for plumbing for a shell building at 1164 West Lake Mead Boulevard. A final inspection was completed on 11/17/99.
12/16/99	A building permit (#99023959) was issued for a Non-Work Certificate of Occupancy for a thrift store at 1164 West Lake Mead Boulevard. A final inspection was completed on 12/17/99.
03/12/04	A business license (I04-03076) was issued for an insurance producer at 1176 West Lake Mead Boulevard. The license was marked out of business on 10/13/08.
04/29/04	A business license (M18-02886) was issued for a loan consultant at 1176 West Lake Mead Boulevard. The license was marked out of business on 10/13/08.
12/18/08	Business licenses were issued for a cosmetology establishment (B05-03119) and retail beauty supply (B08-01318) at 1176 West Lake Mead Boulevard. The licenses are still active.

Pre-Application Meeting	
03/31/10	A pre-application meeting was held with the applicant to discuss the issues related to the project and to prepare the applicant for submittal of a Special Use Permit application. The following topics were discussed: • A document showing proof of cross access between the subject property and the adjacent property to the east will be required. • A site plan showing the subject property and the adjacent property will be required. • Only the property at 1176 West Lake Mead Boulevard will be considered for the Special Use Permit. A proposed smog facility referenced in the preliminary justification letter would not be a part of this project. • The justification letter for the submittal should include the request for a Special Use Permit for a Social Service provider, a summary of daily activities of the organization, age range of dependents and number of dependents assisted over a particular time period, hours of operation and the location of the nearest bus stop. • The salon, office and take-out meal preparation uses will be ancillary to the Social Service Provider use, and no additional parking will be required for these ancillary uses. The office will only be used for phoning, faxing and filing and will not encourage foot traffic. • Photos of all four sides of the building will be required for the submittal. • A floor plan showing all rooms and their uses will be required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	A field check of the site was performed, in which the following items were noted: • There are two existing buildings on the site in good condition: the west building is a beauty salon, the east building a thrift shop • Temporary banners advertising services are attached to the beauty salon building • A painted wrought iron fence screens the property from the right-of-way, including a roll gate along the existing driveway • A large shipping container is located at the rear of the thrift shop.

05/20/10	• The temporary banners have been removed from the building at 1176 West Lake Mead Boulevard • An unprotected bus stop is located in front of the property

Details of Application Request	
Site Area	
Net Acres	0.32

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Personal Service and Thriftshop, Non-Profit	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Single Family Dwellings, Detached and Church/House of Worship	MLA (Medium Low Attached Density Residential)	R-2 (Medium-Low Density Residential)
South	Private School, Primary and Secondary	C (Commercial)	C-V (Civic)
East	Undeveloped	MXU (Mixed Use)	C-1 (Limited Commercial)
West	General Personal Service	MXU (Mixed Use)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (105/140 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply to the subject site:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	13,800 SF	N/A
Min. Lot Width	100 Feet	120 Feet	Y
Min. Setbacks • Front • Side • Rear	 20 Feet 10 Feet 20 Feet	 31 Feet 10 Feet 25 Feet	 Y Y Y
Max. Lot Coverage	50%	19%	Y
Max. Building Height	N/A	14 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Not provided	Y
Mech. Equipment	Screened	Screened	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	
Social Service Provider	987 SF	1/300 SF GFA	4		4		Y
Thriftshop, Nonprofit	1,600 SF	1/250 SF GFA	7		8		
TOTAL SPACES REQUIRED			**11**		**12**		**Y**
TOTAL (With Handicapped)			10	1	11	1	Y

ANALYSIS

The building at 1176 West Lake Mead Boulevard was originally a bookkeeping office and eventually became a nonprofit thriftshop. It is currently used exclusively as a beauty salon. With approval of a Special Use Permit for a Social Service Provider, educational and employment assistance services will be offered at this building for at-risk youth aged 15 to 18. According to the applicant, only two youth clients will be onsite at any one time. The organization will be operated by two staff members.

The front part of the building will still be used as a salon; however, services will only be offered for the use of the clients who are preparing for employment opportunities. These services will be performed no later than 7:00 p.m. Monday through Friday. The main service provided will be food catering through the use of the existing kitchen. This is a delivery-only service involving the staff and the youth clients and no members of the public will be coming to the property for dining or pick-up service. The kitchen's hours of operation are expected to be from 9:00 a.m. to 5:00 p.m. Monday through Friday. The applicant's service will also provide homework assistance and computers for the clients' use. The administrative functions of the organization will be handled from an office at the rear of the building.

The parking configuration shown on the submitted site plan is adequate to support both the Social Service Provider use and the adjacent Thriftshop use on the same site. Vehicles that come to the site circulate around the building at 1176 West Lake Mead Boulevard. There is an existing parking space in front of the building and the 42-foot driveway; the Department of Public Works has added a condition requiring this space to be located in such a way that ensures that vehicles will not back out into the public right-of-way.

When this site was approved in 1999 to add the thriftshop building at 1164 West Lake Mead Boulevard, a condition of approval required action to be taken to combine the three legal commercial lots zoned C-1 (Limited Commercial) underlying the site. Although the site is currently under common ownership, remapping will correct nonconformities with regard to lot width and setbacks, and will allow for site access and circulation throughout the same property. Remapping also furthers objectives of the Las Vegas Redevelopment Plan calling for assembly of land parcels suitable for modern integrated development and the elimination of environmental deficiencies and blight in the Redevelopment Area including (but in no way limited to) small lots. A condition of approval of this Special Use Permit requires the applicant to consolidate the lots through a remapping action. The map is required to be recorded prior to the issuance of a business license for the proposed use.

The applicant has shown that the proposed Social Service Provider use can be conducted in a manner that is harmonious and compatible with the existing thriftshop and the surrounding land uses, which include a salon to the west, single-family residences and a church to the north, an undeveloped residential lot to the east and a private school to the south. The proposed use is structured in such a way that additional traffic and other visible activity on the site are minimized. Approval is therefore recommended.

FINDINGS (SUP-37949)

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.**

   Only two clients will be at the site on any given day, and no members of the public are expected to come to the site without appointment. Services will not be offered after 7:00 p.m. Monday through Friday. The proposed Social Service Provider use can therefore be conducted in a manner that is harmonious and compatible with the surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site can accommodate the proposed Social Service Provider use. Adequate parking is provided on the site, which is anticipated mostly to be used for the existing thriftshop in the adjacent building.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the site is provided by Lake Mead Boulevard, a 100-foot wide Primary Arterial as classified by the Master Plan of Streets and Highways. This roadway is adequate in size to meet the requirements of the proposed Social Service Provider use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The business proposed for the site will be subject to licensing and inspection, and therefore approval of this Special Use Permit would not compromise the public health, safety and welfare or the objectives of the General Plan. The proposed use does not meet any specific objective of the West Las Vegas Plan, but conforms to the broad goals of land use development and provision of programs for youth.

5. **The use meets all of the applicable conditions per Title 19.04.**

   There are no minimum Special Use Permit conditions for the Social Service Provider use; the use is reviewed on a case-by-case basis.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 214 (By City Clerk)

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37949** APN: 139·21·610·284 & 283 B.

Name of Property Owner: Clesteré Odessa Nelson

Name of Applicant: Valvette D. Bell

Name of Representative: Valvette D. Bell (Bell Independent Living Homes Inc.)

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes __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: Odessa Nelson

Print Name: Odessa Nelson

Subscribed and sworn before me

This 13th day of April, 2010

Laurie Alderman

Notary Public in and for said County and State

LAURIE ALDERMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-9-2013
Certificate No: 97-3895-1

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 1176 W. Lake Mead LV NV. 89106

Project Name Bell Independent Living Homes Inc. **Proposed Use** Social Service provider

Assessor's Parcel #(s) 139-21-610-284 & 283 B **Ward #** _____

General Plan: existing MXU proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.11 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Chester & Odessa Nelson **Contact** _____

Address 1164 W. Lake Mead 89106 **Phone:** 642-6788 **Fax:** _____

City Las Vegas NV. **State** NV. **Zip** 89106

E-mail Address _____

APPLICANT Bell Independent Living Homes Inc **Contact** Yavette D. Bell

Address 1176 W. Lake Mead **Phone:** 636-1300 **Fax:** 642-6968

City Las Vegas **State** NV **Zip** 89106

E-mail Address YavetteDBell@yahoo.com

REPRESENTATIVE Bell Independent Living Homes Inc **Contact** Yavette D. Bell

Address 1176 W. Lake Mead **Phone:** 636-1300 **Fax:** 6426968

City Las Vegas **State** NV. **Zip** 89106

E-mail Address YavetteD.Bell@yahoo.com

Property Owner Signature* Odessa Nelson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Odessa Nelson

Subscribed and sworn before me

This 13th day of April, 2010.

Laurie Alderman

Notary Public in and for said County and State

LAURIE ALDERMAN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-9-2013
Certificate No: 97-3895-1

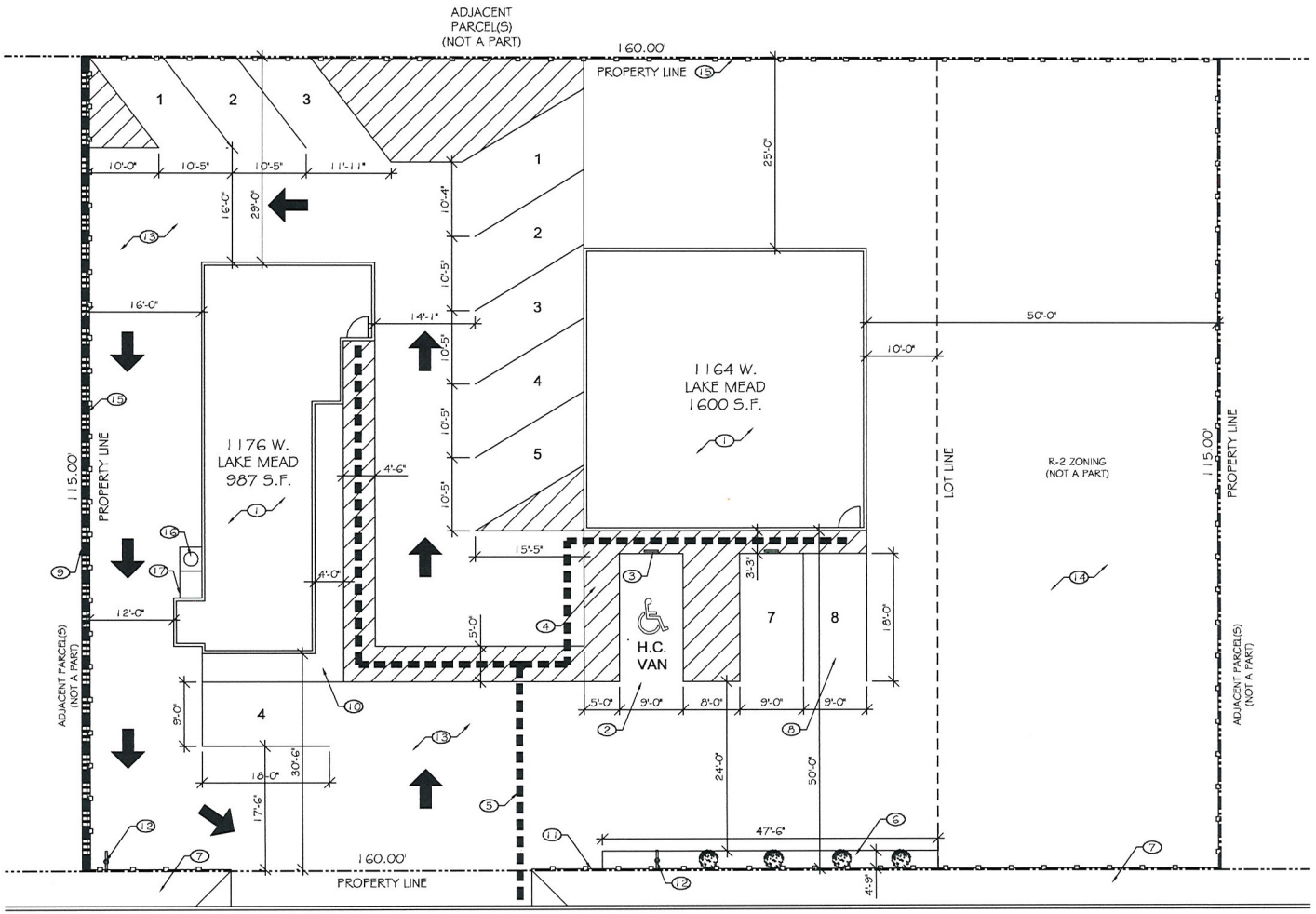
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-37949
Meeting Date:	5-27-10
Total Fee:	$1,030.00
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.

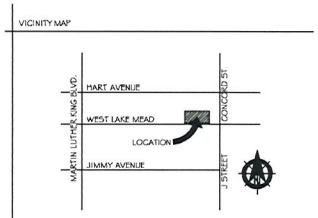
f:\depot\Application Packet\Application Form.pdf



WEST LAKE MEAD BOULEVARD

1 A0.00 SITE PLAN
SCALE: 1/16" = 1'-0"

VICINITY MAP



BUILDING CODE DATA

1164 W. LAKE MEAD SF	1600.00 SF	
1176 W. LAKE MEAD SF	987.00 SF	
TOTAL SF	2587.00 SF	
LOT ACREAGE:	0.32 ACRES (13,800 SF)	
	* 4,600 SF (N.A.P.)	
LOT COVERAGE:	19%	

PARKING CALCULATIONS (PER TITLE 19.04-TABLE 19.10)

TOTAL PARKING REQUIRED:		
1164 W. LAKE MEAD	STANDARD (1/250):	07 SPACES
1176 W. LAKE MEAD	STANDARD (1/300):	04 SPACES
	HANDICAP:	01 SPACES
	TOTAL:	11 SPACES
TOTAL PARKING PROVIDED:		
	STANDARD:	11 SPACES
	HANDICAP:	01 SPACES
	TOTAL:	12 SPACES

KEYNOTES

1. EXISTING BUILDING
2. PROPOSED HANDICAP PARKING STALL (VAN ACCESSIBLE)
3. PROPOSED HANDICAP PARKING SIGN
4. PROPOSED HANDICAP STRIPING
5. EXISTING ACCESS PATH OF TRAVEL TO PUBLIC WAY
6. EXISTING LANDSCAPE
7. EXISTING SIDEWALK
8. EXISTING STANDARD PARKING
9. EXISTING CMU WALL
10. EXISTING WALKWAY
11. EXISTING WROUGHT IRON FENCE
12. EXISTING SIGNAGE
13. EXISTING PARKING TO BE RE-STRIPED
14. EXISTING LAND UN-PAVED (NOT A PART)
15. EXISTING CHAIN LINK FENCE
16. EXISTING WATER HEATER
17. EXISTING FENCE

DESIGNER:

SC DRAFTING & DESIGN
Streamline Concepts
Drafting & Design
8011 Maple Park Street
Las Vegas, NV 89131
PHN: 702-522-0652
EMAIL: info@slcdad.com

PREPRARED FOR:

Yavette Bell
1176 West Lake Mead Blvd.
Las Vegas, NV 89106
PHN: 702-782-1102

PROJECT:
YAVETTE BELL - SITE PLAN
1164 & 1176 WEST LAKE MEAD BOULEVARD
LAS VEGAS, NEVADA 89106
PHONE: 702-782-1102

SHEET TITLE:
SITE PLAN

DELTA	REVISION	DATE

SHEET INFORMATION:

PROJECT NUMBER:	10-005
DRAWN BY:	DYLAN YORKE
LAST MODIFIED:	MAY 26, 2010
SCALE:	1/16" = 1'-0"

SHEET NUMBER: A0.00

SUP-37949
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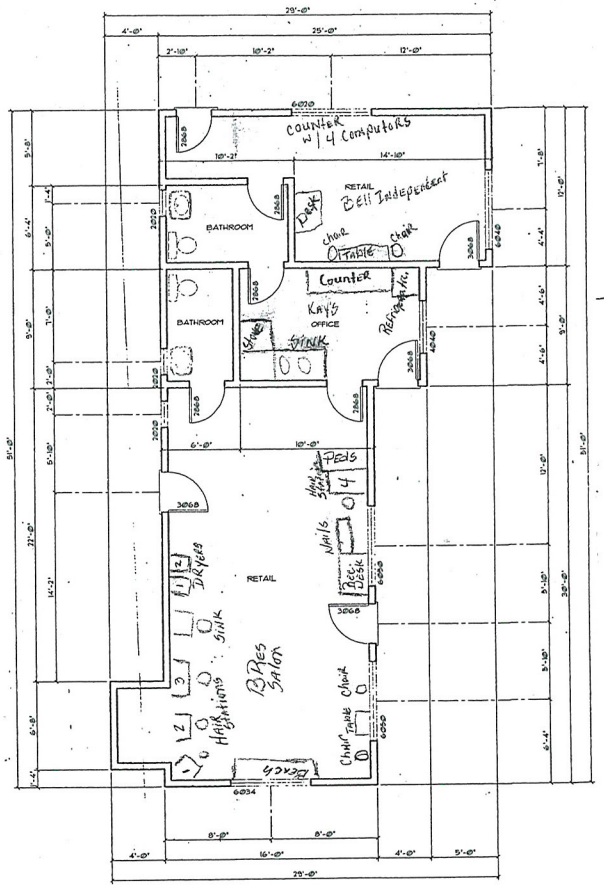
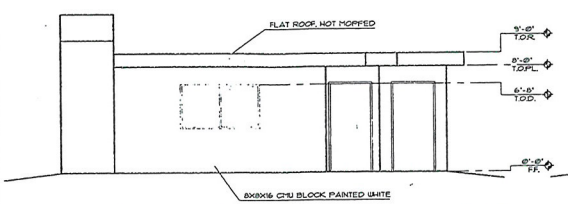


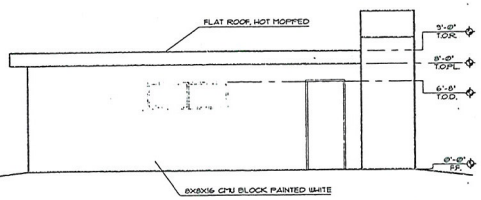
FLOOR PLAN

SCALE: 1/4" = 1'-0"



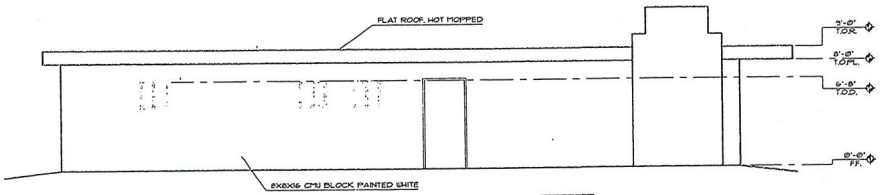
SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



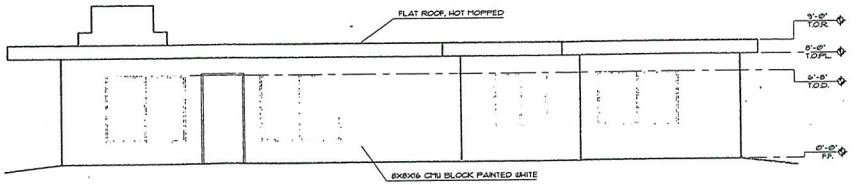
NORTH ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

SCALE: 1/4" = 1'-0"

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SUP-37949



SUP-37949

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APR 13 2010

Sunday, April 11, 2010
3:21 PM



SUP-37949

RECEIVED
APR 13 2010

Sunday, April 11, 2010
3:25 PM



RECEIVED
APR 13 2010

SUP-37949



SUP-37949 - APPLICANT: BELL INDEPENDENT LIVING HOMES, INC. - OWNER: CLESTER AND ODESSA NELSON
1176 WEST LAKE MEAD BOULEVARD

05/20/10



SUP-37949 - APPLICANT: BELL INDEPENDENT LIVING HOMES, INC. - OWNER: CLESTER AND ODESSA NELSON
1176 WEST LAKE MEAD BOULEVARD

05/20/10



SUP-37949 - APPLICANT: BELL INDEPENDENT LIVING HOMES, INC. - OWNER: CLESTER AND ODESSA NELSON
1176 WEST LAKE MEAD BOULEVARD

05/20/10

Justification Letter

Bre's Hair & Nail Solutions
I Yavette D. Bell , the owner and only Licensed cosmetologist in the salon. I will not be hiring for hair dressers or nail techs. The use of the salon is mainly for the maintenance of my at risk kids. I need to ensure that there hair and nails are done for job interviews etc.
I also want my kids to take notice to the correct way to take care of there hair, nails and feet.

The kids will also learn how to clean, empty trash, the upkeep of tile floors, clean bathrooms, dust, clean windows, and properly sanitizing the salon.
This will help my young ladies and men obtain jobs in the future as janitors, housekeepers, office cleaners etc.
If I have to do the kids hair and or nails, it will be done after 5pm.

Kay's Kafe'
I Yavette D. Bell, The owner of Kay' Kafe'. The Kafe' will be delivery only & will cater to the surrounding business of 89106 area. My husband will run the Kafe', Mon.- Fri. 9-5pm.
There will be one kid in the Kafe' with him per day. The same kid will assist him for the week.
The kids will learn to prepare foods in a safe and clean area and learn how to run a register and balance out at the end of the day. The kids will learn to speak to clients on the phone in a professional way. They will learn how to take inventory and order more supplies. The on the job training the kids will receive from Kay's Kafe' will help them in the future obtain good paying jobs in the food industry.

Bell Independent Living Homes Inc.
I Yavette D. Bell the owner and operator of Bell I.L. H. Inc.
I will run my business from the back office, were I will take calls and faxes only. The business does not have foot traffic at all. The business is a non profit organization , that will assist at risk youth in the community. All assistance is free to the child. There will be no more than 2 kids a day on the property. The same 2 kids for the whole week. The age of the kids will range from 15 to 18.
The purpose of the program is to be a mentor to at risk youth in the community and ensure they finish school and get a G.E.D. or a Diploma. Helping kids with home work, getting assistance for college, getting a job, finding positive people to surround themselves with, and just assist them daily to ensure there success in life. The office will be open Mon. - Fri. 9-5pm . The kids will ride to the office with ms. Yavette D. Bell because they don't drive. If they have to take to bus to get to other appointments there is a bus stop in front of the office.
This is my way of standing up to the plate and being another mentor in the community for our at risk youth, To ensure no kids are left behind and our future leaders are educated in every possible way.

Bre's, Kay's & Bell I. L. H. Inc. are ran by Ms. Yavette D. Bell and her husband only. There are no other workers or employees.

I Yavette D. Bell, would like to ask for a Special use Permit, for Social Services provided @ 1176 W. Lake Mead, Las Vegas, Nevada 89106.

SUP-37949
REVISED

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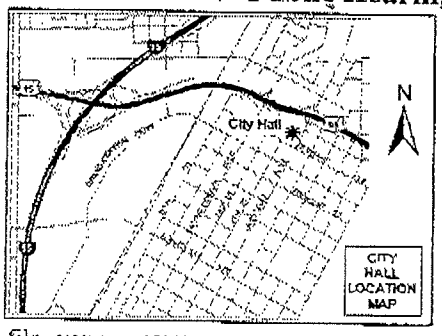
JUN 01 2010

07/12/2010 MON 08:51 [TX/RX NO 8064] 001

Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



f you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the)ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

'lease use available blank space on card for your comments.

UP-37949

:ity Council Meeting of 7/21/2010

PRESORTE FIRST CLAS

UNI

PITNEY BOWES

02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIP CODE 89101

2010 JUL 12 P 12:40

RECEIVED
CITY CLERK

KELLY BESSINEA D
1213 JIMMY AVE
LAS VEGAS NV 89106-2441

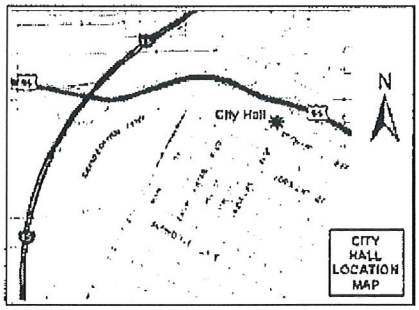
APN#13921711028

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

$ 00.41

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.

Case: SUP-37949

13921711014
THOMPSON FELICIA BOBBITT
1200 JIMMY AVE
LAS VEGAS NV 89106-2438

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37949

Planning Commission Meeting of 6/24/2010

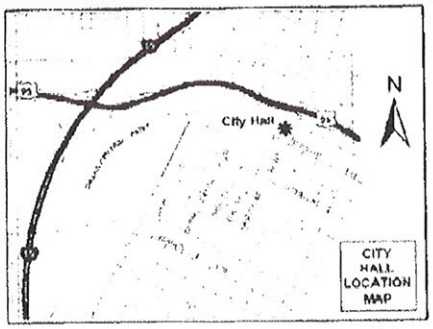
RECEIVED
JUN 14 2010

27A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$ 00.41

Return Service Requested
Official Notice of Public Hearing



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Case SUP-37949
13921610153
HARRIS JOYCE L SEPARATE PPTY TR
1921 BALZAR AVE
NO LAS VEGAS NV 89032-3503

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37949
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 18 2010

Submitted after final agenda
Date 6/18/10 Item 27A

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

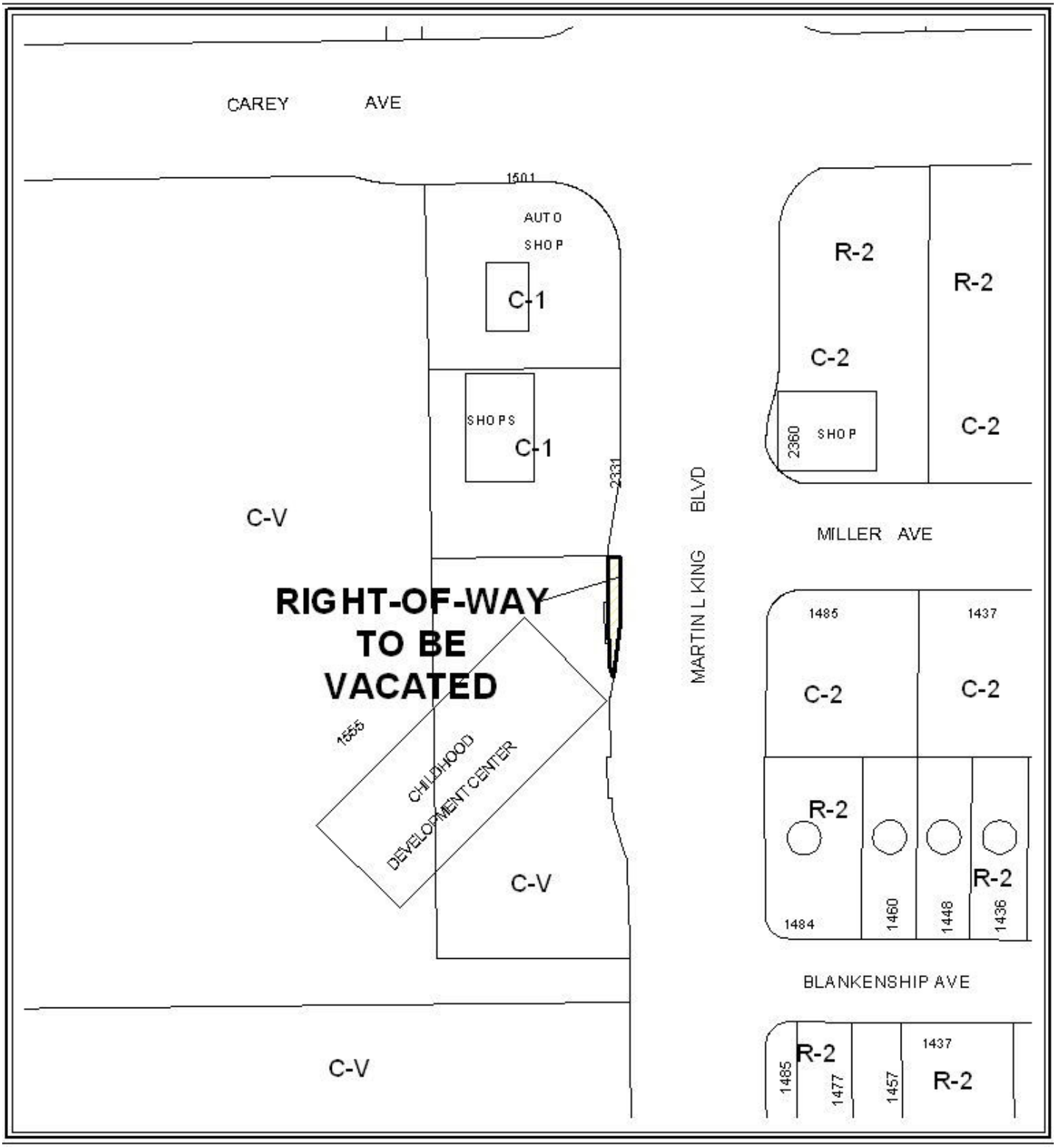
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-37529 - VACATION - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: COUNTY OF CLARK - Petition to Vacate public rights-of-way generally located along the west side of Martin Luther King Boulevard, approximately 280 feet south of Carey Avenue, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

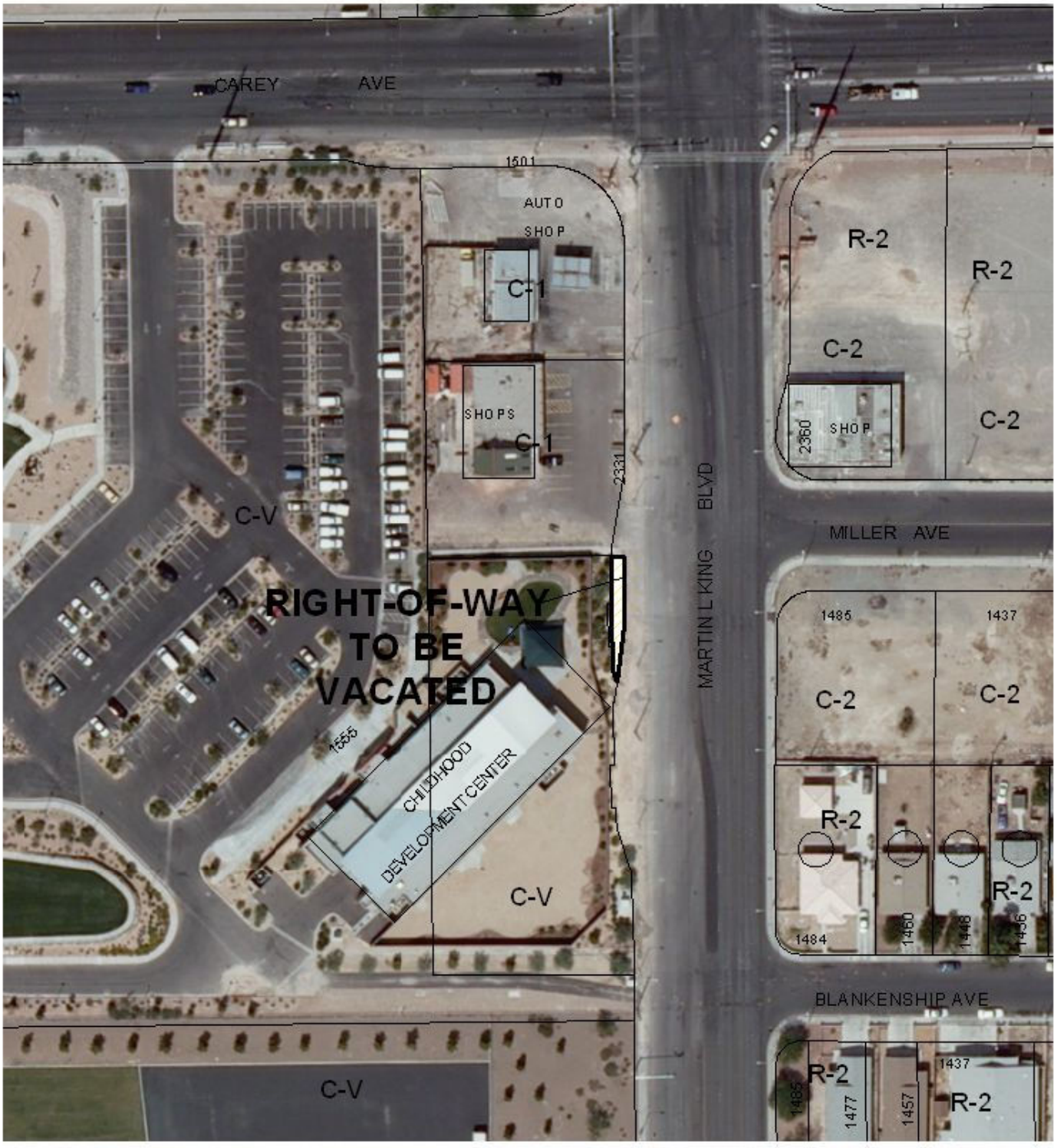
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

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 June 24, 2010 Planning Commission Meeting for VAC-37529



CASE: **VAC-37529**



0 100 200 Feet

CASE: **VAC-37529**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: COUNTY OF CLARK

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-37529	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

VAC-37529 CONDITIONS

1. The limits of this Petition of Vacation shall be those portions of APN numbers 139-21-199-027, 139-21-199-022, 139 21-199-024 and the associated bus pad not required for a bus turnout as part of the City of Las Vegas' Martin L. King Boulevard Widening project.

2. 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 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.

GK

5. The Order of Vacation shall not be recorded until all of the above conditions have been met provided, however, that modifications to 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.

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 a portion of undeveloped right-of-way on the west side of Martin Luther King Boulevard, approximately 280 feet south of Carey Avenue. The intended future use of the subject right-of-way was for a bus turnout. The applicant has indicated that there is a conflict with existing Las Vegas Valley Water District utilities and the future bus turnout area. Rather than relocate the existing utilities, the proposed bus turnout area will be located further south along Martin Luther King Boulevard. 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	
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #15/gk).

Most Recent Change of Ownership	
04/30/01	A deed was recorded for a change in ownership at APN 139-21-102-014.

Related Building Permits/Business Licenses
There is no related permit history associated with the subject site.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
03/18/10	Staff conducted a field check on the indicated date and noted that the subject right-of-way to be vacated is undeveloped and well maintained.

Details of Application Request	
Site Area	
Net Acres	1.37

GK

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Government Facility, Office Other than Listed	MXU (Mixed Use)	C-V (Civic), C-1 (Limited Commercial)
North	Auto Repair Garage, Minor	MXU (Mixed Use)	C-1 (Limited Commercial)
South	Community Recreation Facility (Public)	PF (Public Facility)	C-V (Civic)
East	Undeveloped	MXU (Mixed Use)	C-2 (General Commercial)
West	Community Recreation Facility (Public)	PF (Public Facility)	C-V (Civic)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 105 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DESCRIPTION

The above property is legally described as a portion of the northeast quarter (NE¼) of the northeast quarter (NE¼) of Section 21, Township 20 South, Range 61 East, M.D.M.

ANALYSIS

A) Planning discussion

This is a petition to vacate a portion of undeveloped right-of-way on the west side of Martin Luther King Boulevard, approximately 280 feet south of Carey Avenue. The intended future use of the subject right-of-way was for a bus turnout. The applicant has indicated that there is a conflict with existing Las Vegas Valley Water District utilities and the future bus turnout area. Rather than relocate the existing utilities, the proposed bus turnout area will be located further south along Martin Luther King Boulevard. 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? *The right-of-way width will remain uniform as the vacation is for a bus turnout, which is located outside of the normal travel lanes.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since the bus turnout is located out of the travel lanes and will be relocated south of the existing turnout.*

C. Does it appear that the vacation request involves only excess right-of-way? *No, the existing bus turnout conflicts with existing Las Vegas Valley Water District facilities and it's more cost efficient to relocate the turnout rather than the Water District facilities.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *No*.

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*.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 4 (By City Clerk)

APPROVALS 0

PROTESTS 0

GK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-37529 APN: 139-21-199-022, ~~029~~

Name of Property Owner: County of Clark

Name of Applicant: City of Las Vegas Public Works Department

Name of Representative: Kevin Cerny

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: Carel Carter

Print Name: Carel Carter, Assistant Director
Real Property Management

Subscribed and sworn before me

This 1 day of March, 2010

_____
Notary Public in and for said County and State

MAURENE A. MANALAC
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 05-95803-1
MY APPT. EXPIRES MARCH 1, 2013

COPY

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MAR 08 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

RECEIVED
CITY CLERK
2010 MAR 19 A 8:07

Application/Petition For: VACATION

Project Address (Location) 2331 North Martin Luther King Boulevard

Project Name Martin Luther King Boulevard Improvement Project **Proposed Use**

Assessor's Parcel #(s) 139-21-199-022, ~~027~~ **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .03 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER County of Clark **Contact** Krymn Williams

Address 500 South Grand Central Parkway, 4th Floor **Phone:** 702-455-5289 **Fax:** 455-5817

City Las Vegas **State** NV **Zip** 89155

E-mail Address Williams@co.clark.nv.us

APPLICANT City of Las Vegas Public Works Dept. **Contact** Kevin Cerny

Address 731 South 4th Street **Phone:** 229-1228 **Fax:** 382-8551

City Las Vegas **State** NV **Zip** 89101

E-mail Address KCerny@lasvegasnevada.gov

REPRESENTATIVE Kevin Cerny **Contact** x

Address 731 South 4th Street **Phone:** 229-1228 **Fax:** 382-8551

City Las Vegas **State** NV **Zip** 89101

E-mail Address KCerny@lasvegasnevada.gov

Property Owner Signature* Carol Carter

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ~~Carol Carter~~, ~~Assistant Director~~

Subscribed and sworn before me

This 23 day of February, 20 10

Notary Public in and for said County and State

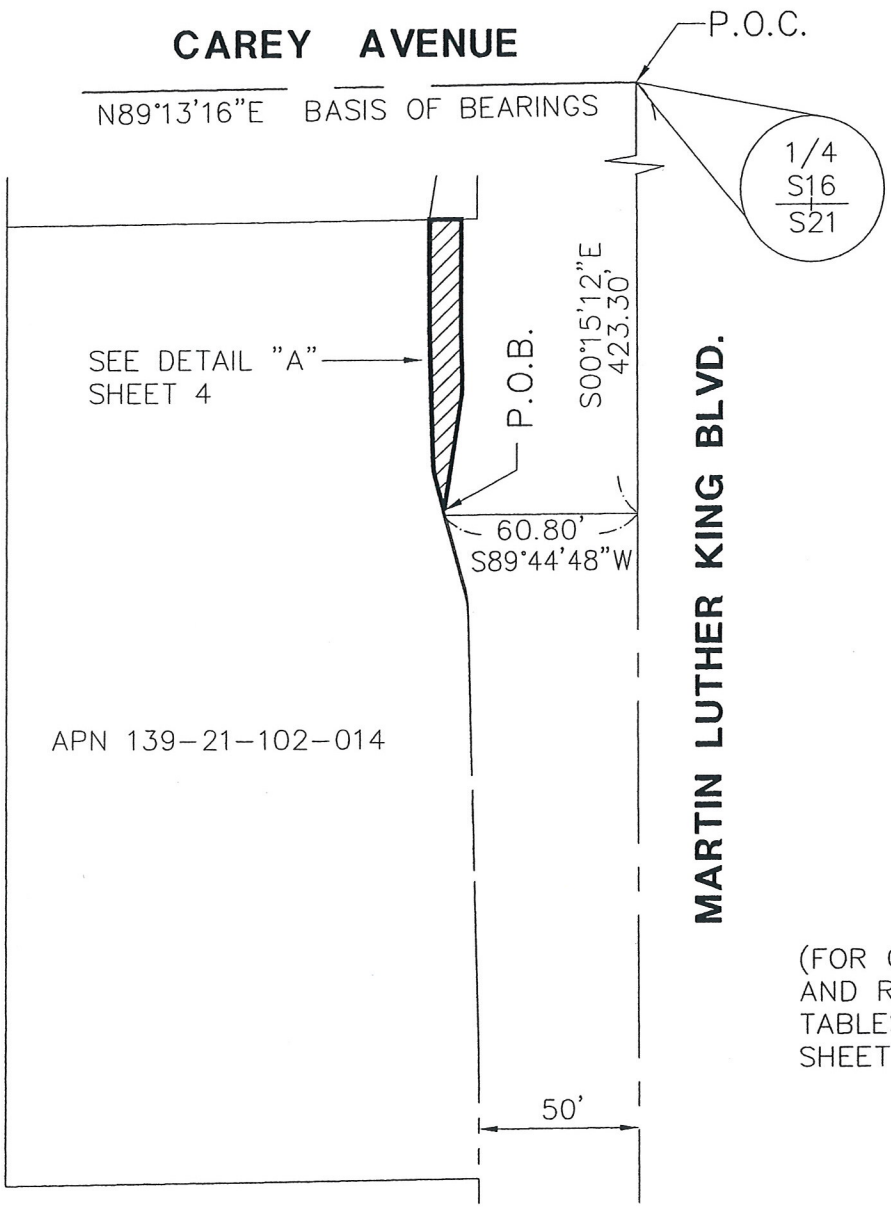
MONIQUE ORTIZ ARROYO
Notary Public State of Nevada
No 07-5078-1
My appt. exp. Oct. 24, 2011

RECEIVED
FEB 26 2010

FOR DEPARTMENT USE ONLY

Case #	VAC-37529
Meeting Date:	4/21/2010
Total Fee:	1000.00
Date Accepted:	2/25/2010
Accepted By:	M. REX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.



(FOR CURVE, LINE AND RADIAL LINE TABLES SEE SHEET 4)

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCEMENT

AREA OF ROW VACATION
764 S.F (0.02 AC.)

G:\6224\6224LEGAL-OPT4.DWG(21-102-014VAC)

vtn nevada
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

APN 139-21-199-022
EXHIBIT TO ACCOMPANY LEGAL
MARTIN LUTHER KING BLVD.

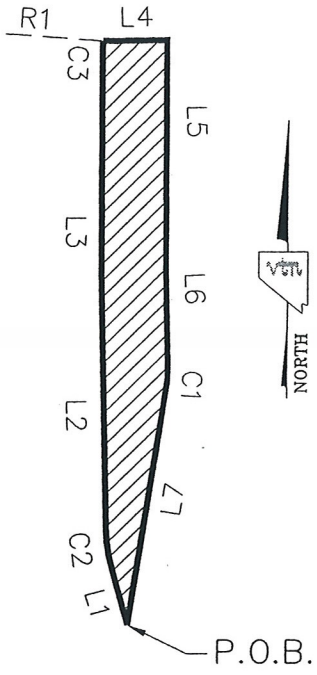
CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

SCALE	HORZ. 1"=60'
	VERT. --
W.O. NO.	6224
DRAWN BY:	KAK
DATE:	9/18/09
SHEET	3 OF 4

RECEIVED
FEB 26 2010

VAC-37529

CURVE TABLE				
NO.	RADIUS	LENGTH	TANGENT	DELTA
C1	20.00'	3.56'	1.79'	10°12'28"
C2	25.00'	6.09'	3.06'	13°57'36"
C3	25.00'	1:95'	0.97'	04°27'32"



DETAIL "A"
NOT TO SCALE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N15°29'11"W	9.35'
L2	N01°31'35"W	39.49'
L3	N00°15'12"W	35.43'
L4	N89°15'34"E	9.92'
L5	S00°15'12"E	37.15'
L6	S01°31'35"E	13.96'
L7	S08°40'53"W	37.77'

RADIAL TABLE	
NO.	BEARING
R1	N85°47'40"W

G:\6224\6224LEGAL-OPT4.DWG(21-102-014VAC)

vtn nevada
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

APN 139-21-199-022
EXHIBIT TO ACCOMPANY LEGAL
MARTIN LUTHER KING BLVD.

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

SCALE	HORZ.	1"=60'
	VERT.	---
W.O. NO.		6224
DRAWN BY:		KAK
DATE:		9/18/09
SHEET 4 OF 4		

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FEB 26 2010

VAC-37529



VAC-37529 – APPLICANT: CITY OF LAS VEGAS - OWNER: COUNTY OF CLARK
MARTIN L KING BOULEVARD AT CAREY AVENUE

05/20/10



VAC-37529 – APPLICANT: CITY OF LAS VEGAS - OWNER: COUNTY OF CLARK
MARTIN L KING BOULEVARD AT CAREY AVENUE

05/20/10

DEVELOPMENT
SERVICES
CENTER

Public Works Department
Engineering Planning

731 S. Fourth Street
Las Vegas, NV 89101

Voice 702-229-6541
FAX 702-382-8551
TTY 702-386-9108

January 15, 2010

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, Nevada 89101

Re: Martin Luther King Boulevard Improvement Project
Alta Drive to Carey Avenue
Las Vegas, Nevada
APN: 139-21-199-022,027

Dear Planning Department:

Please vacate the proposed bus turnout that is located on the above referenced road parcel numbers. It has been discovered that there is a conflict with existing Las Vegas Valley Water District facilities and the proposed bus turnout area. It has been determined that it is more cost efficient to relocate the proposed bus turnout, rather than to relocate the existing Water District facilities.

If you have any questions, please contact **Kevin Cerny, Right-of-Way Agent, at 229-1228**. Thank you for your cooperation.

Sincerely,

Kevin Cerny

Kevin Cerny
Right-of-Way Agent

Las Vegas City Council
Oscar B. Goodman
Mayor
Gary Reese, Ward 3
Mayor Pro Tem
Steve Wolfson, Ward 2
Lois Tarkanian, Ward 1
Steven D. Ross, Ward 6
Ricki Y. Barlow, Ward 5
Stavros S. Anthony, Ward 4

City Manager
Elizabeth N. Fretwell

Public Works Director
Jorge Cervantes
P.E., P.T.O.E.

15901-005-06-09

VAC-37529

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FEB 26 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

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***VAC-37529 - APPLICANT: CITY OF LAS VEGAS - OWNER: COUNTY OF CLARK***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JUNE 24, 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 *JUNE 23, 2010*.

Kevin Cerny — Signature

6.23.2010 — Date

Kevin Cerny — Please Print Name

City of Las Vegas — Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
JUN 24 2010

Submitted after final agenda
Date 6/24/10 Item 15

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

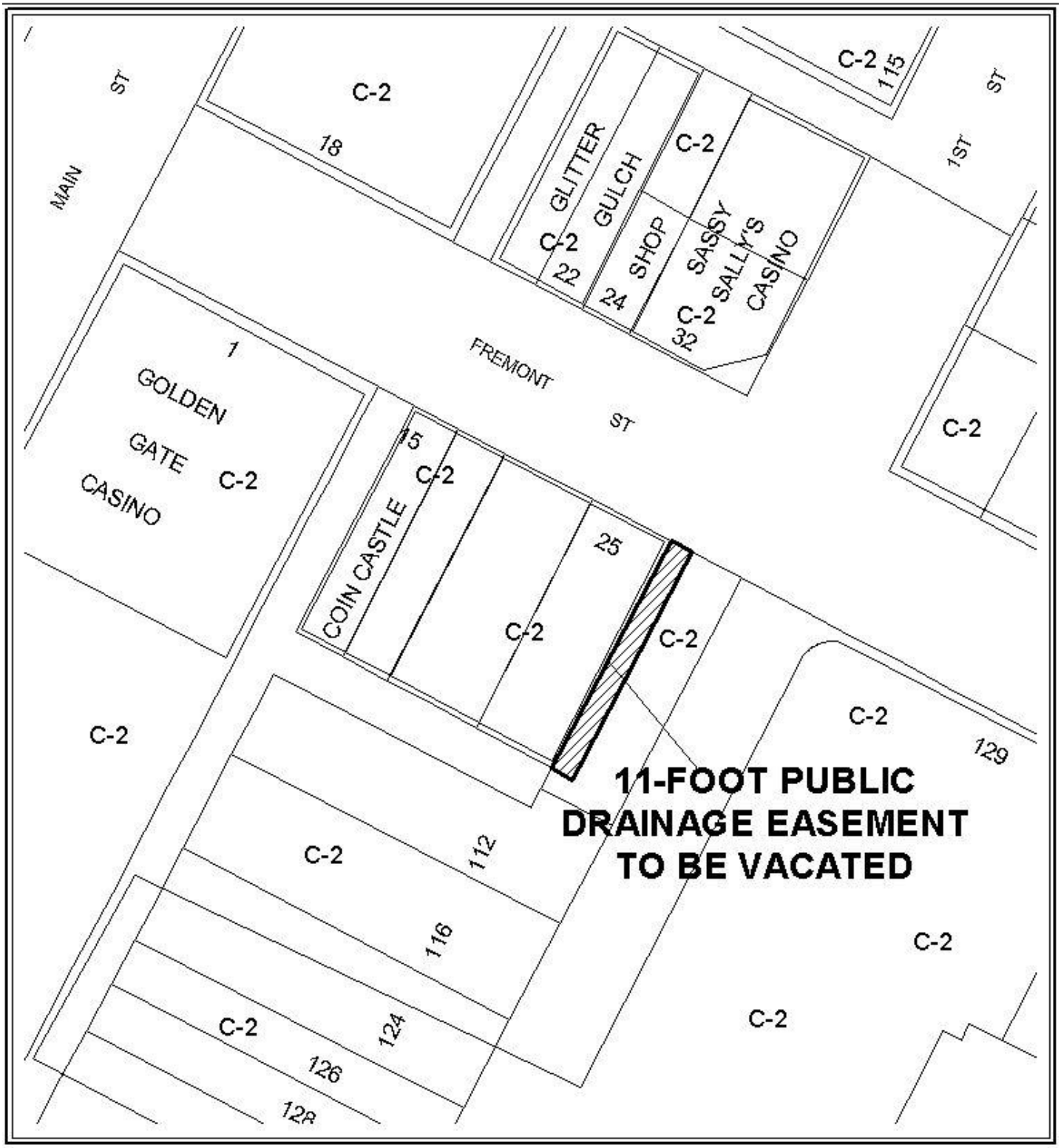
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-38252 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: ABRAHAM SCHIFF - Petition to Vacate a 11-foot public drainage easement extending 120 feet south of Fremont Street, approximately 300 feet east of Main Street, Ward 3 (Reese). The Planning Commission (7-0 vote) and 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:
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 June 24, 2010 Planning Commission Meeting for VAC-38252



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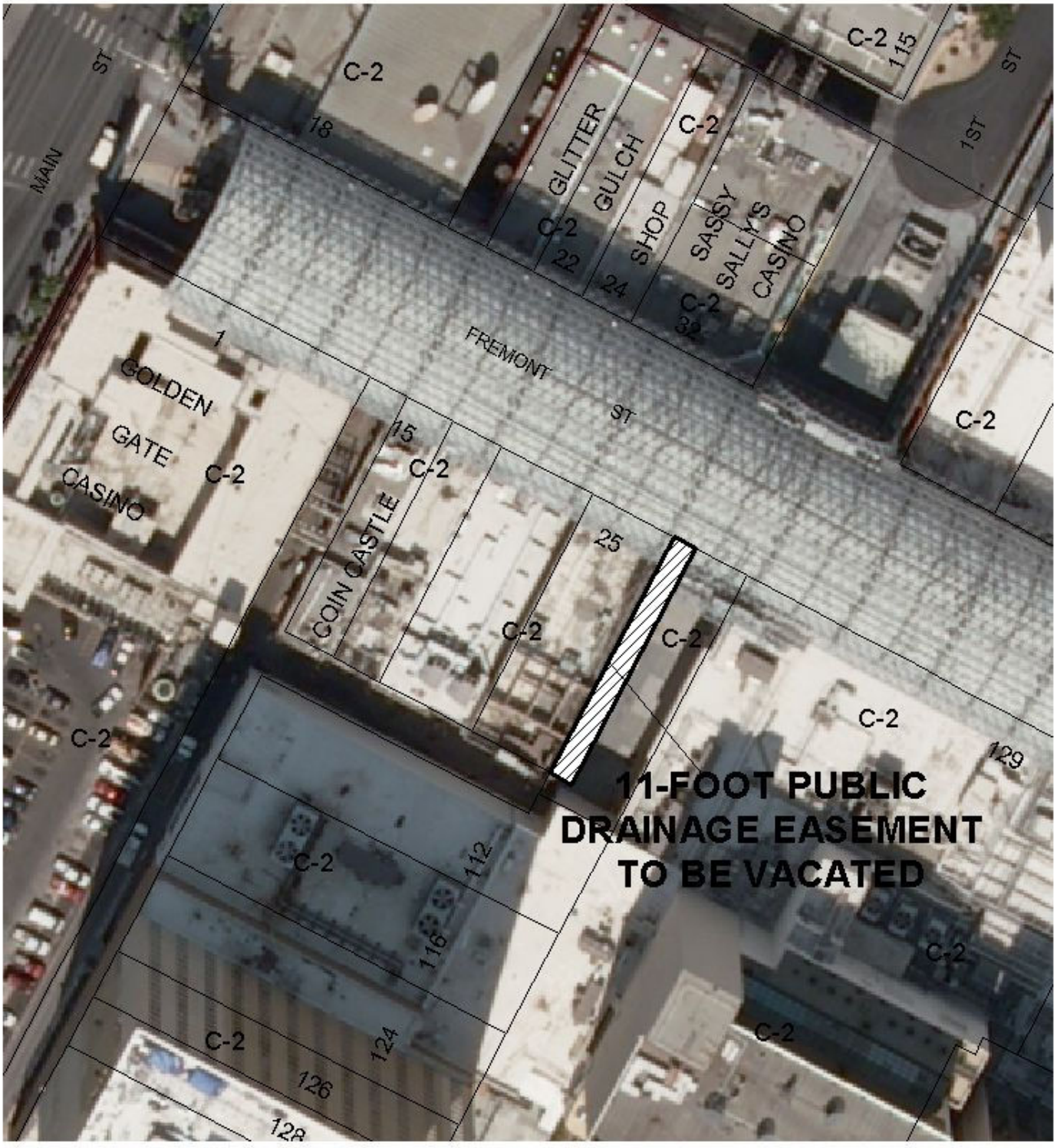
CASE: **VAC-38252**

N



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CASE: **VAC-38252**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: ABRAHAM SCHIFF

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-38252	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

VAC-38252 CONDITIONS

1. The limits of this Petition of Vacation shall be an eleven-foot wide by one hundred twenty foot long Public Drainage Easement generally located south of Fremont Street, east of Main Street.

2. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of this Order of Vacation. Appropriate drainage easements shall be granted as recommended by the approved Drainage Plan/Study including an easement along the east edge of Assessor's Parcel Number #139-34-111-038. The drainage study required by SDR-36936 may be used to satisfy this requirement provided that it addresses the area to be vacated.

3. All development shall be in conformance with code requirements and design standards of all City Departments.

4. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

5. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

Staff Report Page One
July 21, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant proposes to vacate a drainage easement reserved through a previous vacation of public right-of-way. The area proposed to be vacated is adjacent to the south side of Fremont Street, approximately 300 feet east of Main Street. The proposal is made in conjunction with a development project for a 7,500 square-foot office and retail building on the subject parcel. Staff recommends approval, as a new drainage easement will be dedicated along the east side of the proposed development, which staff previously supported. If denied, the approved development could not move forward, as an Order of Vacation must be recorded prior to approval of construction plans or issuance of a building permit.

ISSUES

- Approval of the requested Petition of Vacation and subsequent recordation of an Order of Vacation is required in order for an approved 7,500 square-foot office and retail development (SDR-36936) to be built on the site.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/03/02	The City Council approved a request for a Special Use Permit (U-0036-02) to allow the sale of packaged liquor for off-sale consumption in conjunction with an existing 5,200 square-foot gift shop at 25 Fremont Street, with a City Council review required six months after date of approval of a liquor license. Planning Commission and staff recommended approval.
01/22/03	The City Council approved a Required Review (RQR-1476) for a Special Use Permit (U-0036-02) which allowed the sale of packaged liquor for off-premise consumption in conjunction with an existing 5,200 square-foot gift shop at 25 Fremont Street. Staff had no recommendation.
08/19/04	Code Enforcement processed a case (20475) regarding deteriorating signs at 25 Fremont Street. The case was closed by Code Enforcement on 09/13/04.
11/02/05	The City Council approved a Petition to Vacate (VAC-8589) a portion of First Street from Fremont Street to approximately 150 feet north of Carson Avenue. The Planning Commission and staff recommended approval. The subject drainage easement was reserved to the city of Las Vegas with the Order of Vacation, which was recorded 09/01/06.
05/14/06	Code Enforcement processed a case (41335) regarding trash and debris in the alley behind the building at 25 Fremont Street. The case was closed by Code Enforcement on 05/15/06.
02/19/08	Code Enforcement processed a case (62463) regarding construction of a structure on the east side of the building at 25 Fremont Street. The case was closed by Code Enforcement on 03/11/08.

03/03/10	The City Council approved a request for a Site Development Plan Review (SDR-36936) for a proposed 7,500 square-foot office and general retail building on 0.25 acres at 25 Fremont Street. The Planning Commission and staff recommended approval.
06/24/10	The Planning Commission (7-0 vote) recommends APPROVAL (PC Agenda Item #16/ss).

Most Recent Change of Ownership	
01/15/98	A deed was recorded for a change in ownership on the adjacent parcel 139-34-111-038.

Related Building Permits/Business Licenses	
c. 1940	The existing building adjacent to the existing drainage easement was constructed.
01/29/98	A business license (G04-03426) was issued for a gift and souvenir store at 25 Fremont Street. The license is still active.
03/12/98	A business license (C05-01864) was issued for tobacco sales at 25 Fremont Street. The license is still active.
08/04/08	A business license (G04-06833) was issued for a gift store and temporary tattoo shop at 25 Fremont Street. The license was marked out of business on 07/16/09.
05/15/02	Business services approved a change of location of a previously approved business license (L15-00007) for off-premise package liquor sales from 322 Fremont Street to 25 Fremont Street. The license was not approved at this location until 07/08/02. The license is still active.
08/08/08	A business license (T31-00042) was issued for a tour guide at 25 Fremont Street. The license was marked out of business on 12/30/09.
12/21/09	A business license (T22-00004) was issued for a timeshare project broker at 25 Fremont Street. The license is still active.
02/12/10	A business license application (I12-94215) for an internet café at 25 Fremont Street was submitted for review. A license has not yet been issued.
02/12/10	A business license application (C15-94213) for a convenience store at 25 Fremont Street was submitted for review. A license has not yet been issued.
03/04/10	A business license application (L15-94581) for off-premise package liquor sales at 25 Fremont Street was submitted for review. A license has not yet been issued.
03/10/10	A building permit application (158269) was submitted for a tenant improvement to install roll up doors at the entry to an existing general retail store at 25 Fremont Street. The permit has not yet been issued.

Pre-Application Meeting
A pre-application meeting is not required for this application, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/20/10	A field check of the site was performed, where the following items were noted: • The easement is currently used as a pedestrian walkway in front of a retail store and is paved with concrete. • A marquee sign extends into the easement area. • Merchandise racks are located in the easement area.

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store	C (Commercial)	C-2 (General Commercial)
North	Casino and Tavern	C (Commercial)	C-2 (General Commercial)
South	Hotel and Casino	C (Commercial)	C-2 (General Commercial)
East	Hotel and Casino	C (Commercial)	C-2 (General Commercial)
West	Convenience Store	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 (Central Casino Core District)	X		Y
A-O (Airport Overlay) District (200 Feet)	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		Y

Trails (Tortoise Trail)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION

The subject property is legally described as a 1,320 square-foot portion of public drainage easement bounded on the northeast by the southwesterly line of Fremont Street, eighty feet (80') wide, bounded on the southwest by the southeasterly projection of the southwesterly line of Lot 31 in Block 3 of Clark's Las Vegas Townsite, on file in Book 1 of Plats, Page 37 of Clark County, Nevada Records; bounded on the northwest by the southeasterly line of said Lot 31; and bounded on the southeast by a line parallel with and lying 11.00 feet southeasterly of the southeasterly line of said Lot 31.

ANALYSIS

A Condition of approval of Site Development Plan Review (SDR-36936) for a proposed 7,500 square-foot office and general retail development requires the vacation of the existing drainage easement that was reserved as part of the previous vacation of First Street (VAC-8589) adjacent to the existing building at 25 Fremont Street. The easement, which is recommended by the approved drainage study for the project, will be relocated to the east side of the existing parcel to accommodate the approved 7,500 square-foot office and general retail development for this site. Staff supports the office/retail development, and therefore has no objection to the requested petition to vacate the subject drainage easement.

This Vacation application proposes to vacate an existing 11-foot wide public drainage easement. As no right-of-way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to send this VAC request to the utility companies and franchise holders, nor wait for their responses. Since only City easements are involved, any utility company interests will not be affected.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 4 (By City Clerk)

APPROVALS 0

PROTESTS 0

SS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-38252 APN: 139-34-111-038

Name of Property Owner: Abraham Schiff

Name of Applicant: Abraham Schiff

Name of Representative: John Erickson

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: John Erickson

Print Name: John Erickson

Subscribed and sworn before me

This 11th day of May, 2010

Margaret Borcsanyi

Notary Public in and for said County and State

MARGARET BORCSANYI
Notary Public-State of Nevada
APPT. NO. 05-96350-1
My App. Expires March 01, 2013

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MAY 11 2010

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Vacation of storm drainage easement

Project Address (Location) 25 Fremont Street

Project Name Vacation of 1st Street & Fremont easment **Proposed Use** Commercial/retail

Assessor's Parcel #(s) 139-34-111-038 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed C-2

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Easement to be replaced by alternate easement on the east boundary of subject parcel

PROPERTY OWNER Abraham Schiff **Contact** _____

Address 1004 New Road **Phone:** (702) 433-9696 **Fax:** (702) 434-0615

City Northfield **State** NJ **Zip** 08225

E-mail Address _____

APPLICANT Abraham Schiff **Contact** _____

Address 1004 New Road **Phone:** (702) 433-9696 **Fax:** (702) 434-0615

City Northfield **State** NJ **Zip** 08225

E-mail Address _____

REPRESENTATIVE John R. Erickson **Contact** _____

Address 1349 W. Galleria Drive, Suite 200 **Phone:** (702) 433-9696 **Fax:** (702) 434-0615

City Henderson **State** NV **Zip** 89014

E-mail Address jerickson@woodserickson.com

Property Owner Signature* John Erickson, Counsel

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John R. Erickson

Subscribed and sworn before me

This 11th day of May, 2010.

Margaret Borcsanyi

Notary Public in and for said County and State

MARGARET BORCSANYI
Notary Public-State of Nevada
APPT. NO. 05-96350-1
My App. Expires March 01, 2013

FOR DEPARTMENT USE ONLY

Case #	VAC-38252
Meeting Date:	06/24/10
Total Fee:	1000.00
Date Received:*	05/11/10
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.

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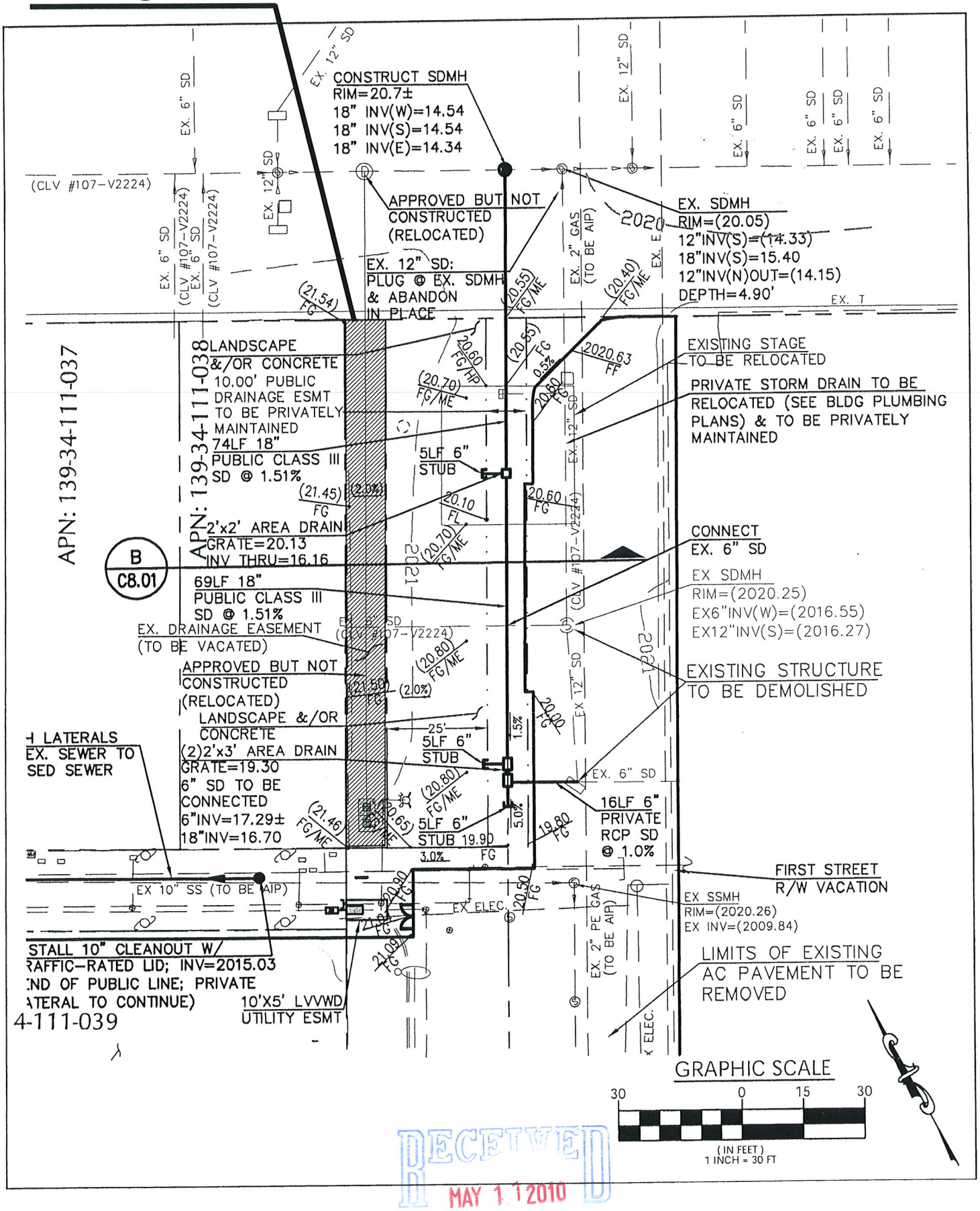
MAY 11 2010

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

"Existing Easement"



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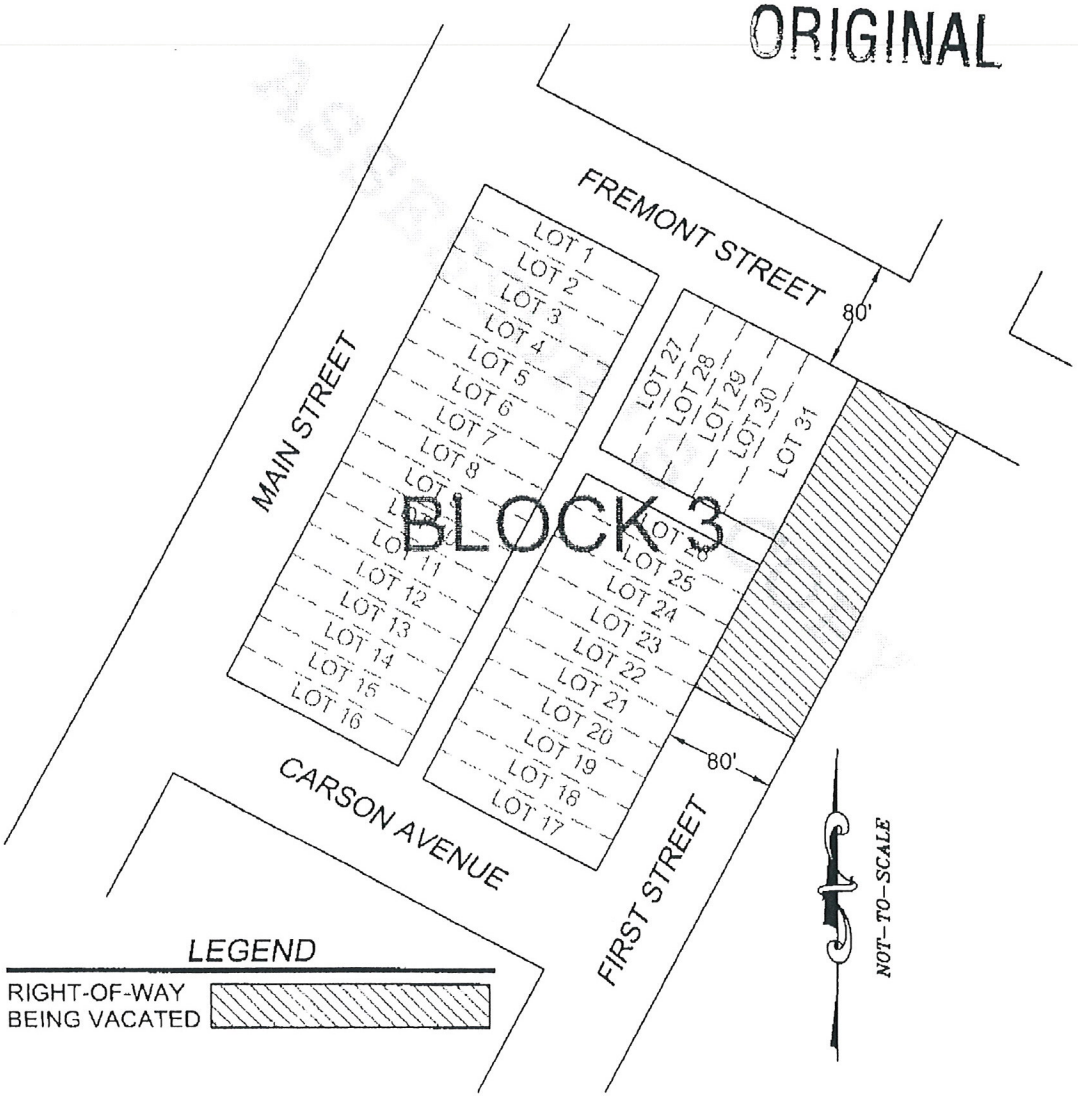
MAY 17 2010

VAC-38252

VAC-8589
NE 1/4, NW 1/4, SEC 34, T20S, R61E, MDM
BOOK 1 OF PLATS, PAGE 37
VACATE PORTION OF FIRST STREET
SOUTH OF FREMONT STREET

ORIGINAL



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MAY 11 2010

VAC-38252



VAC-38252 – APPLICANT/OWNER: ABRAHAM SCHIFF
FREMONT STREET AT MAIN STREET

05/20/10



VAC-38252 – APPLICANT/OWNER: ABRAHAM SCHIFF
FREMONT STREET AT MAIN STREET

05/20/10

R. Glen Woods*‡
John R. Erickson*
Brian C. Whitaker†
Aaron R. Maurice
Jason M. Wiley††
Travis J. Wright**
Bryan D. Dixon
Scott R. Taylor
Ammon E. Chase
Justin S. Hepworth
Andrew B. Platt
*Also Admitted in Utah
†Also Admitted in California
‡Also Admitted in Arizona
††Also Admitted in Iowa
**Also Admitted in Nebraska

WOODS ERICKSON
WHITAKER & MAURICE LLP
ATTORNEYS AT LAW

1349 West Galleria Drive,
Suite 200
Henderson, NV 89014

Telephone:
702.433.9696

Telefax:
702.434.0615

Web site:
www.woodserickson.com

May 11, 2010

Planning & Development Department
City of Las Vegas
731 S. 4th Street
Las Vegas, Nevada 89101

Re: Justification Letter to Accompany a Vacation of storm drainage easement generally located vacated First Street and Freemont Street
APN: 139-34-111-038

Dear Sir or Madam:

Woods Erickson Whitaker & Maurice LLP on behalf of out client Abraham Schiff and Schiff Enterprises LLC, respectfully requests your consideration and approval of the subject application to allow for the vacation of a disused storm drainage easement allowing redevelopment along the Fremont Street Experience.

The purpose of the vacation is to eliminate the encumbrance on the subject parcel. The easement is not currently in use. Moreover, the easement will not serve any purpose in the future by virtue of its being isolated and by its replacement with an alternative storm drainage easement at the edge of the subject parcel and parcel 139-34-210-032.

Approval of this action will not harm the public because the easement is not currently in use and future storm drainage needs will be met with another easement which will be maintained at private expense.

We appreciate your consideration of this application. Please schedule these items for the next available meeting date. Should you have any questions, or require additional information, please call.

Very truly yours,

John R. Erickson

RECEIVED
MAY 11 2010

VAC-38252

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: *VAC-38252 - APPLICANT/OWNER: ABRAHAM SCHIFF*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JUNE 24, 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 *JUNE 23, 2010*.

Signature

06-22-10
Date

John R. Erickson
Please Print Name

Woods Erickson Whitaker & Maurice LLP
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
JUN 23 2010

Submitted after final agenda
Date 6/23/10 Item 16

SPECIAL AUTHORIZATION AND WAIVER

ABRAHAM SCHIFF, the undersigned, hereby makes, constitutes, and appoints the law firm of Woods Erickson Whitaker & Maurice LLP and John R. Erickson as his true and lawful Attorneys for him in his name, place, and stead to take any action necessary to effectuate the vacation of that certain storm drainage easement for the benefit of the City of Las Vegas on 25 Fremont Street, Las Vegas Nevada, APN 139-34-111-038.

GIVING AND GRANTING unto his said Attorneys full power and authority to do and perform every act, receive every notice or information, and execute any document necessary or appropriate in connection with the foregoing purpose as the undersigned might or could do if personally present, hereby ratifying all that our said Attorneys shall lawfully do or cause to be done by virtue of these presents.

WITNESS my hand this 12th day of May, 2010

Abraham Schiff

STATE OF NEW JERSEY)
) :ss
COUNTY OF ATLANTIC)

The foregoing instrument was duly acknowledged before me, a notary public, by Abraham Schiff, this 12th day of May, 2010.

NOTARY PUBLIC 5/12/10

PATRICIA A. WASHINGTON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 20, 2010

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

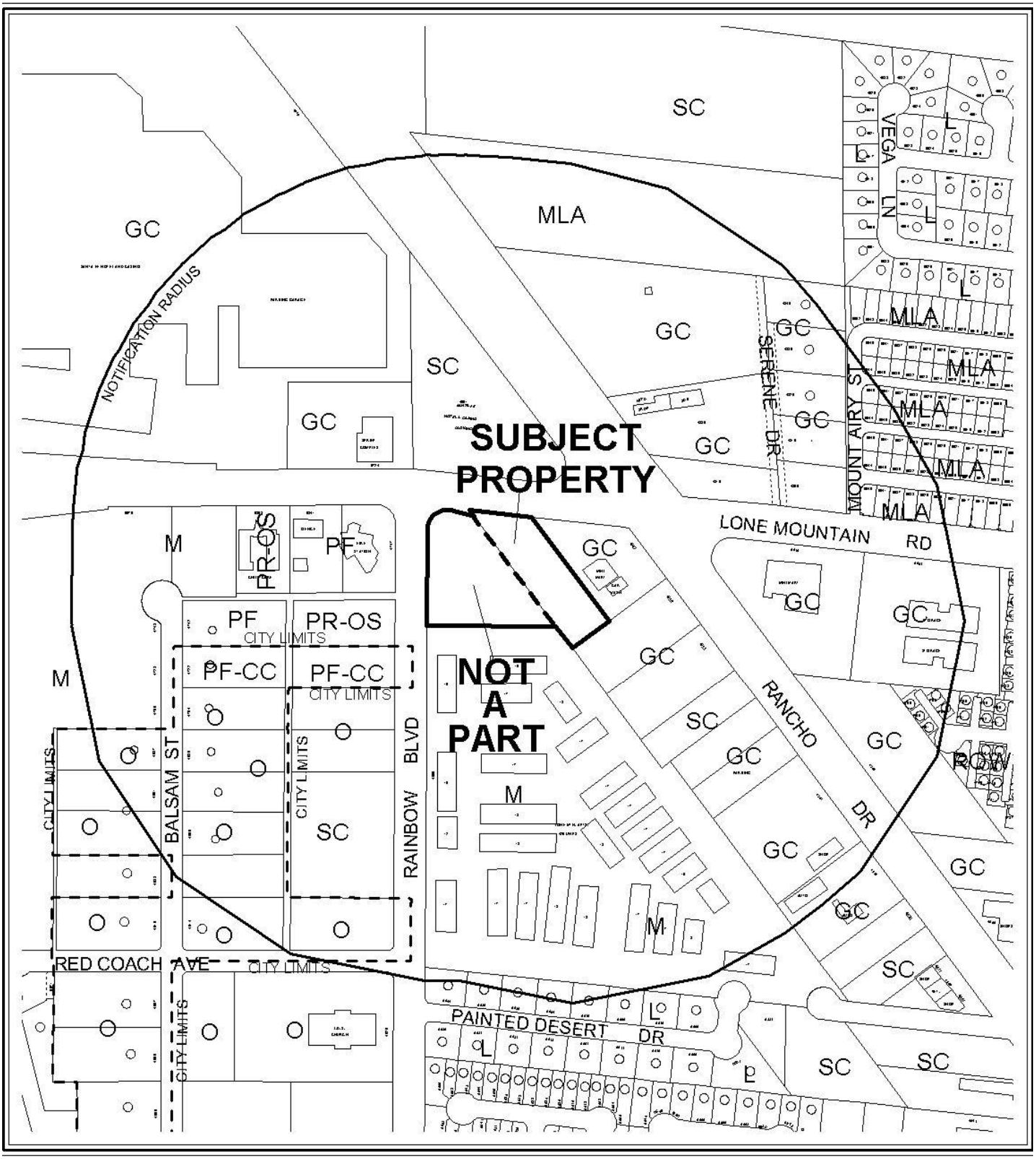
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-37599, ZON-37600, SUP-37601 and SDR-37602
3. Supporting Documentation
4. Photos - GPA-37599, ZON-37600, SUP-37601 and SDR-37602
5. Justification Letter - GPA-37599, ZON-37600, SUP-37601 and SDR-37602
6. Abeyance Request for GPA-37599, ZON-37600, SUP-37601 and SDR-37602 by Kaempfer Crowell Renshaw Gronauer & Fiorentino
6. Protest/Support Postcards
7. Backup referenced from the April 22, 2010 Planning Commission Meeting for ZON-37600 and SUP-37601



0 300 600 Feet

CASE: **GPA-37599**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N



0 300 600 Feet

CASE: **GPA-37599**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE

APPLICANT REQUESTS THESE ITEMS BE HELD IN ABEYANCE TO THE AUGUST 18, 2010 CITY COUNCIL MEETING

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37599	Staff recommends APPROVAL.	
ZON-37600	Staff recommends APPROVAL.	GPA-37599
SUP-37601	Staff recommends APPROVAL, subject to conditions:	GPA-37599 ZON-37600
SDR-37602	Staff recommends APPROVAL, subject to conditions:	GPA-37599 ZON-37600 SUP-37601

**** CONDITIONS ****

SUP-37601 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Senior Citizen Apartments use, except as amended herein.

2. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-37599), Rezoning (ZON-37600) and Site Development Plan Review (SDR-37602) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. A Waiver from Title 19.04.010 is hereby approved to allow apartments on the ground floor where none are permitted.

6. A Waiver from Title 19.04.010 is hereby approved to allow a primary resident or guest entryway in conjunction with commercial uses where entryways to the apartments must be independent of ground floor commercial uses.

7. A Waiver from Title 19.04.010 is hereby approved to allow a front elevation that does not highlight the difference in uses.

8. Sign and record a deed restriction with language determined to be satisfactory by the City Attorney which restricts the use of the site to an age-restricted community for those persons 55 years of age or older, to the full extent of the law.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-37602 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37599), Rezoning (ZON-37600), and approval of and conformance to the conditions of approval for Special Use Permit (SUP-37601) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, floor plan, and building elevations date stamped 03/08/10, and the landscape plan date stamped 03/26/10, except as amended by conditions herein.

4. An Exception from Title 19.10.010 is hereby approved to allow eight parking lot trees where 27 are required.

5. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

6. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

7. The applicant shall work with city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: the trees within the south and east perimeter landscape buffers shall be at least 24-inch box in size.

9. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

10. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

12. Air conditioning units shall not be mounted on rooftops.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

16. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

17. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. Dedicate appropriate right-of-way for a bus turnout (where such does not exist) on Lone Mountain Road adjacent to this site, and grant a multi-use non-equestrian trail easement for all portions of the required trail outside the Lone Mountain Road public right of way concurrent with development of this site.

19. Construct all incomplete half-street improvements on Lone Mountain Road and Rainbow Boulevard adjacent to this site, including the bus turnout in accordance with Standard Drawing #234.3, and the multi-use non-equestrian trail west of the Lone Mountain Road driveway in accordance with Multi-Use Non-Equestrian Trail Standards and conditions as amended herein concurrent with development of this site.

20. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

21. Coordinate with the Collection Systems Planning Section of the Department of Public Works to extend public sewer to the southern edge of this development in Rainbow Boulevard concurrent with development of this site. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

22. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Gowan Outfall, Lone Mountain Branch project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer. We note that the proposed driveway as shown on the site plan may conflict with the future storm drain drop inlet per CLV Gowan Outfall, Lone Mountain Capital Improvement Project.

23. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

24. Provide proof that emergency access through the crash gate shown on this site plan and the adjoining parcel to the south will be perpetually persevered prior to the issuance of any permits.

25. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

26. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of two undeveloped lots totaling 3.02 acres at the southeast corner of Rainbow Boulevard and Lone Mountain Road. This is a request for a Site Development Plan Review (SDR-37602) for a proposed 152-unit, three story Senior Citizen Apartment Complex. The applicant is proposing to Rezone (ZON-37600) both sites from C-2 (General Commercial) to C-1 (Limited Commercial), as a Senior Citizen Apartment use is not permitted in the current C-2 (General Commercial) zoning designation. A Special Use Permit (SUP-37601) has been submitted to allow a Senior Citizen Apartment use in the proposed C-1 (Limited Commercial) zoning district. The Special Use Permit must be approved to allow the use in the C-1 (Limited Commercial) zoning designation. Also, an associated General Plan Amendment (GPA-37599) has been submitted to change the general plan land use designation of one lot from GC (General Commercial) to SC (Service Commercial). The applicant is requesting, as part of this review, Waivers of the Minimum Special Use Permit Requirements for a Senior Citizen Apartment use. Staff can support the requested Waivers, as they are minor in nature, and will have a minimal impact on the adjacent properties; therefore, staff is recommending approval. If these applications are denied, the site will remain undeveloped.

ISSUES

- The site currently consists of two parcels and must be remapped to combine these lots so that no lot line extends through any structure prior to issuance of building permits.
- The applicant is requesting a Waiver of minimum use requirements to allow apartments on the ground floor where none are permitted.
- The applicant is requesting a Waiver of minimum use requirements to allow a primary resident or guest entryway in conjunction with commercial uses.
- The applicant is requesting a Waiver of minimum use requirements to allow a front elevation that does not highlight the difference in uses.
- The applicant is requesting an Exception to allow eight parking lot trees where 27 are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/05/63	The Board of Commissioners approved a request for Annexation (A-0003-63) of 150 acres of land generally located on the south side of Gowan Road, between Tonopah Highway and Decatur Boulevard. Planning Commission and staff recommended approval.

04/02/03	The City Council approved a General Plan Amendment (GPA-1363) to change portions of the Centennial Hills Sector Plan and the Southwest Sector Map from GC (General Commercial), SC (Service Commercial) and DR (Desert Rural) to GC (General Commercial), O (Office), PF (Public Facility), ML (Medium-Low Density Residential) and DR (Desert Rural) on property located on, or in close proximity to, both sides of Rancho Drive from Vegas Drive to the northern City limits at Moccasin Road. Planning Commission and staff recommended approval.
02/18/04	The City Council approved a General Plan Amendment (GPA-3484) to change a portion of the Centennial Hills Interlocal Land Use Plan from SC (Service Commercial) to M (Medium Density Residential) on 17.80 acres adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Planning Commission was unable to reach a supermajority. Staff recommended approval.
02/18/04	The City Council approved a Rezoning (ZON-3486) from R-E (Residence Estates) and C-2 (General Commercial) to R-3 (Medium Density Residential) on 17.80 acres adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Planning Commission and staff recommended approval.
02/18/04	The City Council approved a request for a Site Development Plan Review SDR-3490) for a 426 unit residential development on 17.80 acres adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Planning Commission and staff recommended approval.
01/13/05	The Planning Commission approved a request for a Variance (VAR-5548) to allow a zero-foot rear yard setback where three feet is required for accessory structures and to eliminate the required six-foot wide landscape planter and trees in the location of the accessory structures in conjunction with a multi-family residential development adjacent to the east side of Rainbow Boulevard, approximately 350 feet south of Lone Mountain Road. Staff recommended denial.
03/02/05	The City Council approved a Petition to Vacate (VAC-5721) a portion of the south half of Red Coach Avenue between Painted Desert Drive and Rancho Drive. Planning Commission and staff recommended approval.
03/04/05	A Parcel Map (PMP-5221) was released for recordation by staff for 3 lots on property located on the southeast corner of Rainbow Boulevard and Lone Mountain Road. The parcel map was recorded on 03/10/05.
04/22/10	The Planning Commission (5-0 vote) recommended APPROVAL of companion items GPA-37599, ZON-37600, SUP-37601 and SDR-37602 concurrently (PC Agenda Item #23-26/gk).

Most Recent Change of Ownership	
09/03/04	A deed was recorded for a change in ownership at APN 138-02-101-015
03/03/09	A deed was recorded for a change in ownership at APN 138-02-101-002.

Related Building Permits/Business Licenses
There are no related building permits or licenses at the subject site.

Pre-Application Meeting	
03/01/10	The following items were discussed at the pre-application meeting: • A Site Development Plan Review is required for the proposed 152-unit Senior Citizen Apartment complex. • An exception of the parking lot landscaping is required. • A Special Use Permit for a Senior Citizen Apartment use is required in the C-1 (Limited Commercial) zoning district. • A zone change will be required, as a Senior Citizen Apartment use is not permitted in the current C-2 (General Commercial) zoning designation. In turn, a General Plan amendment is required. • A parking variance can be avoided by using up to 30% of the parking spaces as compact spaces.

Neighborhood Meeting	
03/22/10	A neighborhood meeting was held on Monday, March 22nd at 6:12 PM in the Tivoli Apartments Clubhouse at 4650 North Rainbow Boulevard, Las Vegas. Two members from the applicant attended the meeting along with one staff member from the Ward 6 City Council office and one member of the Planning and Development staff. Three members of the public attended the meeting. The applicant described the project, and noted that they were requesting the following two waivers: No commercial on the ground floor of the building and a reduction in parking lot landscaping. The following questions were raised by the public: • A question was raised as to whether the units would be handicap accessible; the applicant responded that the building would meet ADA requirements, but only the required number of units would be fully accessible. • A question was raised about construction staging. The applicant responded that most of the staging would be done on site, but may need to look for an adjacent vacant parcel for any additional staging area. Those members of the public who attended expressed general support for the project as proposed.

Field Check	
03/18/10	Staff conducted a field check on the indicated date and noted a well maintained undeveloped lot.

Details of Application Request	
Site Area	
Net Acres	3.02

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC (Service Commercial) GC (General Commercial)	C-2 (General Commercial)
North	Parking Lot	SC (Service Commercial)	C-2 (General Commercial)
South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Convenience Store	GC (General Commercial)	C-2 (General Commercial)
West	Government Facility (Fire Station)	PF (Public Facility)	C-V (Civic)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 175 Feet	X		Y
Trails – Multi-Use Non Equestrian	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	293 Feet	Y
Min. Setbacks			
• Front (West)	20 Feet	30 Feet	Y
• Side (South)	10 Feet	10 Feet	Y
• Corner (North)	15 Feet	29 Feet	Y
• Rear (East)	20 Feet	60 Feet	Y
Max. Lot Coverage	50%	27%	Y
Max. Building Height	N/A	3 Stories, 37 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated w/ a Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet-165	9 Trees	9 Trees	Y
• South	1 Tree / 20 Linear Feet-330	15 Trees	15 Trees	Y
• South	1 Tree / 20 Linear Feet-127	7 Trees	7 Trees	Y
• East	1 Tree / 20 Linear Feet-330	15 Trees	15 Trees	Y
• West	1 Tree / 20 Linear Feet-270	14 Trees	14 Trees	Y
TOTAL PERIMETER TREES		**60 Trees**	**60 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	27 Trees	8 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	10 Feet		29 Feet	Y
• South	6 Feet		10 Feet	Y
• South	6 Feet		8 Feet	Y
• East	6 Feet		8 Feet	Y
• West	10 Feet		30 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Senior Citizen Apartments	152 units	.75 spaces per unit	109		110		Y
TOTAL SPACES REQUIRED			114		115		Y
TOTAL (With Handicapped)			109	5	110	5	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Per Title 19.04, the use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above ground floor.	To allow apartments on the ground floor where none are permitted.	Approval
Per Title 19.04, the primary resident or guest entryway to the apartments must be independent of ground floor commercial uses.	To allow a primary resident or guest entryway in conjunction with commercial uses.	Approval
Per Title 19.04, the overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors.	To allow a front elevation that does not highlight the difference in uses.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces, or 27 Trees	8 Trees	Approval

ANALYSIS

The subject site consists of two undeveloped lots totaling 3.02 acres at the southeast corner of Rainbow Boulevard and Lone Mountain Road. One lot has a general plan designation of GC (General Commercial) while the other has an SC (Service Commercial) designation. Both have a zoning designation of C-2 (General Commercial). The applicant is proposing to construct a three-story, 37-foot high building, which will contain 152 Senior Citizen Apartment units. The 152 units will be offered in one bedroom and two bedroom options. The two parcels must be remapped to consolidate the lots prior to issuance of building permits.

Per Title 19.04, a Senior Citizen Apartment use is not permitted within the C-2 (General Commercial) zoning district. The applicant is proposing to rezone (ZON-37600) each parcel to C-1 (Limited Commercial), as the use is permitted within the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit. To remain consistent with the proposed zone change, the applicant has submitted an associated General Plan Amendment (GPA-37599). The general plan amendment will change the designation of the lot to SC (Service Commercial). Staff can support the requested zone change and subsequent general plan amendment, as the proposed C-1 (Limited Commercial) zoning district and SC (Service Commercial) general plan designation will serve as an adequate buffer from the existing residentially zoned properties to the south and C-2 (General Commercial) zoned properties to the north, thus further protecting the existing residences from the more intense uses typically allowed in the C-2 (General Commercial) zoning district.

Approval of the proposed zone change and associated general plan amendment will permit a Senior Citizen Apartment use at the subject site with approval of a Special Use Permit. The applicant has submitted an associated Special Use Permit (SUP-37601) to allow a Senior Citizen Apartment use within a C-1 (Limited Commercial) zoning district. The proposed Senior Citizen Apartment units will be housed within all three floors of the proposed three-story building with the first floor also containing the supporting commercial use. The applicant is requesting Waivers of the minimum special use requirements to allow apartments on the ground floor where none are permitted, a resident or guest entryway in conjunction with commercial uses, and a front elevation that does not highlight the difference in uses.

The applicant has submitted a request for a Site Development Plan Review (SDR-37602) to construct the three-story, 152-unit Senior Citizen Apartment complex. The site complies with all Title 19 requirements with the exception of required landscaping. Per Title 19.12.040, the required trees along the perimeter landscape buffers must be at least 24-inch box in size. The proposed landscape plan, date stamped 03/26/10, shows 15-gallon deciduous trees along the south and east perimeter landscape buffers. A condition of approval has been added requiring a revised landscape plan illustrating 24-inch box deciduous trees along all perimeter landscape buffers.

Per Title 19.10.010 Parking Lot Landscape Standards, one 24-inch box tree shall be planted for every six uncovered parking spaces and within each landscape island. The applicant is requesting an Exception to allow eight 24-inch box deciduous trees where 27 trees are required. Staff can support the requested Exception request, as the development will provide adequate landscaping and screening mechanisms to diminish the visual impact of the parking lot.

The overall site is accessed by Lone Mountain Road, designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways. It is noted that a multi-use transportation trail is required along the south side of Lone Mountain Road. The applicant is providing the 10-foot wide bi-directional concrete path, as well as the five feet of landscaping on either side of the path. A bus turnout lane located adjacent to the site requires a variation to the trail design along a portion. The Master Plan Transportation Trails Element states that when adjacent to a bus turnout lane, the 10-foot wide bi-directional concrete path is allowed to abut the right-of-way without a landscape buffer. A general plan amendment to amend the Transportation Trails Element is not required, as the applicant is proposing an acceptable variation outlined by the Master Plan Transportation Trails Element.

The location of Senior Citizen Apartments at the subject property will serve as an appropriate buffer between the existing residences to the south and the properties zoned C-2 (General Commercial) to the north. The building has been appropriately scaled to break the massing of the building. Staff finds that the subject location is appropriate for Senior Citizen Apartments; therefore, approval of this request is recommended.

FINDINGS (GPA-37599)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed General Plan Amendment to SC (Service Commercial) is compatible with the surrounding land uses to the east, west and south. The SC (Service Commercial) land use designation of the subject property will create an appropriate buffer between existing residentially zoned properties to the south and more intense commercially zoned properties to the north.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

The C-1 (Limited Commercial) zoning designation allowed by the proposed General Plan Amendment will create a land use that is harmonious and compatible with the surrounding area. The proposed SC (Service Commercial) land use designation and proposed C-1 (Limited Commercial) zoning district is compatible with the existing adjacent land uses and zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

Access to the site is provided by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

The proposed amendment meets the following Policies of the 2020 Master Plan:

POLICY 2.1.1: That mixed-use residential/commercial developments occur on sites currently occupied by declining commercial centers or vacant land.
POLICY 2.1.3: That urban hubs at the intersections of primary roads, containing a mix of residential, commercial and office uses, be supported.
POLICY 2.2.1: That any higher density or mixed-use development which is adjacent to lower density residential development incorporate appropriate design, transition, or buffering elements which will mitigate adverse visual, audible, aesthetic and traffic impacts.
POLICY 2.2.2: That senior citizens' and assisted living housing be encouraged to develop, both to meet the needs of the community residents who wish to age in place in their neighborhoods, and as a means of increasing residential densities in these areas.

FINDINGS (ZON-37600)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

The proposed Rezoning is in conformance with the proposed SC (Service Commercial) General Plan designation. The SC (Service Commercial) category allows for low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. The project site proposes development that can accommodate the range of uses identified and is in compliance with the existing and proposed General Plan category.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed on the subject property by the proposed C-1 (Limited Commercial) zoning district will be compatible with the surrounding R-3 (Medium Density Residential) and C-2 (General Commercial) zoned parcels. The proposed C-1 (Limited Commercial) zoning designation will provide an adequate buffer between the two adjacent zoning designations.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The Rezoning will enable the development of the site as a Senior Citizen Apartment complex. The proposed C-1 (Limited Commercial) zoning district is appropriate for the subject site and the proposed SC (Service Commercial) General Plan designation.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is accessed by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways, which is adequate to serve the requirements of the zoning district.

FINDINGS (SUP-37601)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Senior Citizen Apartments can be conducted in a manner that is harmonious and compatible with existing surrounding land uses and with future surrounding land uses. The proposed use will act as an appropriate buffer between the existing residences to the south and the properties zoned C-2 (General Commercial) to the north.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of land use proposed.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the site is provided by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The roadway is adequate in size to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The site will be subject to permitting, inspections and licensing by the City of Las Vegas, and will not compromise the health, safety, and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Senior Citizen Apartments use is consistent with the requirements of LVMC Title 19.04, with the exception of the requested waivers to allow apartments on the ground floor where none are permitted, a resident or guest entryway in conjunction with commercial uses, and a front elevation that does not highlight the difference in uses.

FINDINGS (SDR-37602)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with adjacent development and development in the area. In particular, the development will provide a buffer between the existing residences to the south and the existing commercial development to the north.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

The proposed development is consistent with the proposed General Plan of SC (Service Commercial) and Title 19, with the exception of the requested Exception regarding parking lot landscaping standards. The request is minor in nature and will not negatively impact the surrounding area.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by Lone Mountain Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. Site access and circulation will not negatively impact adjacent roadways and neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials are appropriate for the area and the city. Landscape materials are also appropriate with the exception of the proposed 15-gallon trees located along the south and east perimeter landscape buffers. A condition of approval has been added requiring a revised landscape plan to illustrate 24-inch box trees, as required by Title 19.12.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The building elevations are not unsightly or obnoxious, and will be compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The site will be subject to permitting, inspections and licensing by the City of Las Vegas, and will not compromise the health, safety, and welfare of the public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 78 (By City Clerk)

APPROVALS 2

PROTESTS 2

GK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37599**, APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

City Las Vegas **State** NV **Zip** 89103

E-mail Address interautopaint@yahoo.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-37599
Meeting Date:	4/22/10
Total Fee:	$1550
Date Received:*	3/8/2010
Received By:	MREY

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

GPA-37599
04/22/10 PC
RECEIVED
MAR 08 2010
LONE MOUNTAIN SENIOR APARTMENTS
LOCATION MAP
OVATION
DEVELOPMENT CORP
GRAPHIC SCALE 24"X36"
GRAPHIC SCALE 11"X17"
VICINITY MAP
LAND USE LEGEND
MEDIUM - UP TO 25.49 DU/AC
SERVICE COMMERCIAL
GENERAL COMMERCIAL
PARK/RECREATION/OPEN SPACE
PUBLIC FACILITY
LONE MOUNTAIN ROAD
RAINBOW BLVD
APN: 139-08-101-003
ZONED: C-2
APN: 139-08-101-004
ZONED: C-2
APN: 139-08-101-002
ZONED: C-2
APN: 139-08-101-015
ZONED: C-2
APN: 139-08-112-000
ZONED: R-3
APN: 125-36-402-001
ZONED: C-2
APN: 125-36-601-002
ZONED: C-2
APN: 139-05-810-008
ZONED: C-V
APN: 139-05-810-007
ZONED: U(PR)
APN: 139-05-810-006
ZONED: R-E
CLARK COUNTY



GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
SOUTHEAST CORNER OF LONE MOUNTAIN AND RAINBOW BOULEVARD

03/18/10



GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
SOUTHEAST CORNER OF LONE MOUNTAIN AND RAINBOW BOULEVARD

03/18/10



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03/18/10



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GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
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GPA-37599, ZON-37600, SUP-37601 & SDR-37602 - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE
SOUTHEAST CORNER OF LONE MOUNTAIN AND RAINBOW BOULEVARD

03/18/10

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

February 23, 2010

VIA HAND DELIVERY

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: Justification Letter – General Plan Amendment, Zone Change, Site Development Plan Review, Special Use Permit to Allow for Senior Housing and Waivers.

To Whom It May Concern:

Please be advised this office represents Ovation (the "Applicant"). The Applicant is seeking a site development plan review for a proposed senior housing project generally located on the southeast corner of Lone Mountain Road and Rainbow Boulevard, particularly known as APN: 138-02-101-002 & 015 (collectively the "Site"). The Site is approximately 3.0 acres. In conjunction with the site development plan review, the Applicant is seeking a general plan amendment, zone change, special use permit and waivers.

General Plan Amendment for APN: 138-02-101-002

A portion of the Site's (APN: 138-02-101-002) current general plan is General Commercial ("CG"). The Applicant is seeking to amend the general plan and reduce the intensity from GC to Service Commercial ("SC") for said portion. The Applicant is requesting this amendment in order to reduce the zoning for the Site from C-2 to C-1. In conjunction with the reduced zoning, the Applicant is proposing a senior housing project which is an appropriate use within the C-1 zoning category. Therefore, the Applicant is seeking to have the general plan amended to match the proposed zone change and proposed senior housing use. The remaining parcel, APN: 138-02-101-015, is already planned SC.

Zone Change for APN: 138-02-101-002 & 015

The Site is currently zoned C-2. The Applicant is requesting to reduce the zoning to C-1. Since the Applicant is requesting a less intense zoning district, the zone change is appropriate in the area. The intersection of Lone Mountain Road and Rainbow Boulevard is zoned C-2 and the nearby intersection of Lone Mountain Road and Rancho is zoned C-2. Additionally, south of the Site is zoned R-3, higher residential density. Therefore, a change to C-1, for parcels currently zoned C-2, is compatible to the surrounding area.

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SDR-37602
04/22/10 PC

Special Use Permit to Allow Senior Housing

The Applicant is proposing a senior housing project. Senior housing is an appropriate use within a C-1 zoned district with a use permit. There is a multi-family, R-3 development located just south of the Site. A senior housing development located near commercial uses and other multi-family uses are compatible. The Applicant is seeking a waiver from the following special use permit requirements. Since there is a shortage of senior housing in the Las Vegas Valley, these waivers are appropriate because the project will be primarily residential with no commercial uses open to the public.

- "The use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above the ground floor, but access ways, entryways and community rooms may be located on the ground floor."

- "The primary resident or guest entryway to the apartments must be independent of ground floor commercial uses, and must be directly accessible from and oriented to a street."

- "The overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors."

Site Development Plan Review

The Applicant is proposing a 152 unit gated senior housing project. Approximately 48 units will be located on the first floor and approximately 52 units will be located on the second and third floors, respectively. The proposed development provides easy access off of Lone Mountain Road. The Applicant is proposing a dedicated right turn lane, which will also serve as a future bus stop, off of Lone Mountain Road and into the development.

The multi-family buildings will be three (3) stories and approximately 37' in height. All buildings will have elevator access to living units. The site design and architecture are consistent with the existing multi-family units to the south. Additionally, the Site will provide amenities such as a pool and spa, facilities for meetings and social gatherings, a game room, a salon, exercise room and a library/computer room. There will also be a common area kitchen available for residents' use during social events.

The Site meets all parking requirements. The Applicant is seeking an exception for parking lot landscaping. In order to meet parking requirements, the Applicant cannot provide landscape diamonds within the parking lot. The Applicant is also seeking a waiver from the Multi-Use Trail Landscaping requirement on Lone Mountain Road. Due to the bus turn out and existing Site conditions, there are areas where the Multi-Use Trail will not provide the five foot

SDR-37602
04/22/10 PC
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(5') transition strip. However, the ten foot (10') public transportation trail path and the five foot (5') private landscape strip are provided on Lone Mountain Road between Rainbow Boulevard and the entrance into the project. The Multi-Use Trail will not be provided east of the entrance because there is no area to transition back to the existing conditions.

We thank you in advance for your time and consideration of this matter. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Jennifer Lazovich

JJL/dmf

cc: Jan Goyer

RECEIVED
MAR 08 2010

SDR-37602
04/22/10 PC

KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE
JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

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8345 West Sunset Road
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Fax: 702.796.7181

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Fax: 775.852.0257

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

June 24, 2010

2010 JUN 24 A 11:41

RECEIVED
CITY CLERK

VIA FACSIMILE
382-4803

Ms. Beverly K. Bridges
City Clerk
City of Las Vegas
400 E. Stewart, 1st Flr.
Las Vegas, NV 89101

Re: GPA-37599, ZON-37600, SUP-37601 & SDR-37602
Ovation Development, Lone Mountain/Rainbow
7/21/10 City Council Hearing Items

Dear Ms. Bridges:

This office represents the applicant in the above-referenced matters. We respectfully request these matters be held from the presently scheduled City Council hearing on July 21, 2010 until the City Council hearing scheduled for **August 18, 2010.**

Thank you for your consideration.

Sincerely,

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

Jennifer Lazovich

JJL/mlt

cc: Sheila Lambert (via e-mail)
Jan Goyer (via e-mail)

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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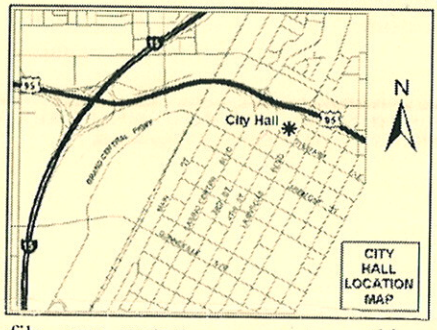
MAY 07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37599

City Council Meeting of 5/19/2010

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2010 MAY 14 AM 8:
CITY CLERK

WEIDNER SCOTT A & MARY ANN
6537 HILLSIDE BROOK AVE
LAS VEGAS NV 89130-1862

APN#12535415023

CAVDS11 89130

Submitted after final agen

Date 5/14/10 Item 73

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAY 07 2010
MAILED FROM ZIP CODE 89101

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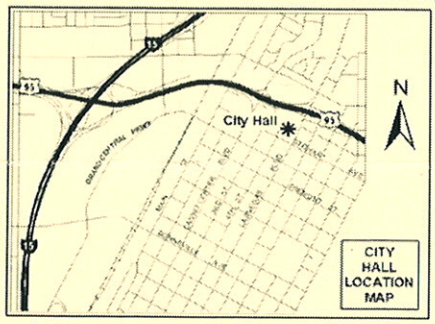
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37599

City Council Meeting of 5/19/2010

CHAU LONG BEN & Q R REV TR ETAL
CHAU LONG BEN & QUAY RENA TRS
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

APN#13802101002

CAVDS11 89147

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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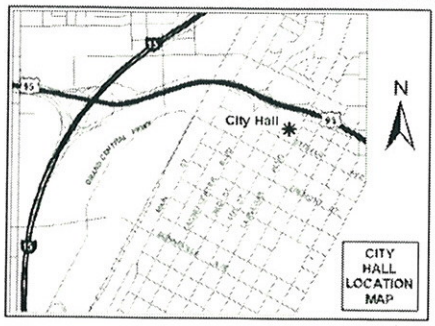
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37599

Planning Commission Meeting of 4/22/2010

Case: GPA-37599

12535415051
ANDERSON CHARLES W TRUST
6521 SIERRA DIABLO AVE
LAS VEGAS NV 89130-1869

APR 22 2010

Submitted after final agenda

Date 4/22/10 Item 23

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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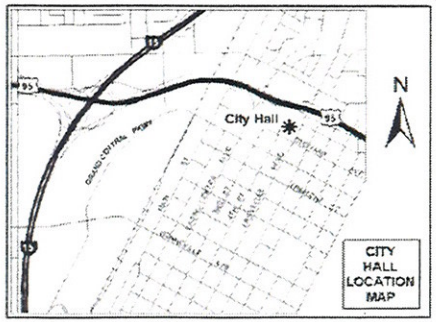
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37599
Planning Commission Meeting of 4/22/2010

Case: GPA-37599
13802101002
CHAU LONG BEN & Q R REV TR ETAL
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

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APR 19 2010

Submitted after final agenda
Date 4/22PC Item 23A

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

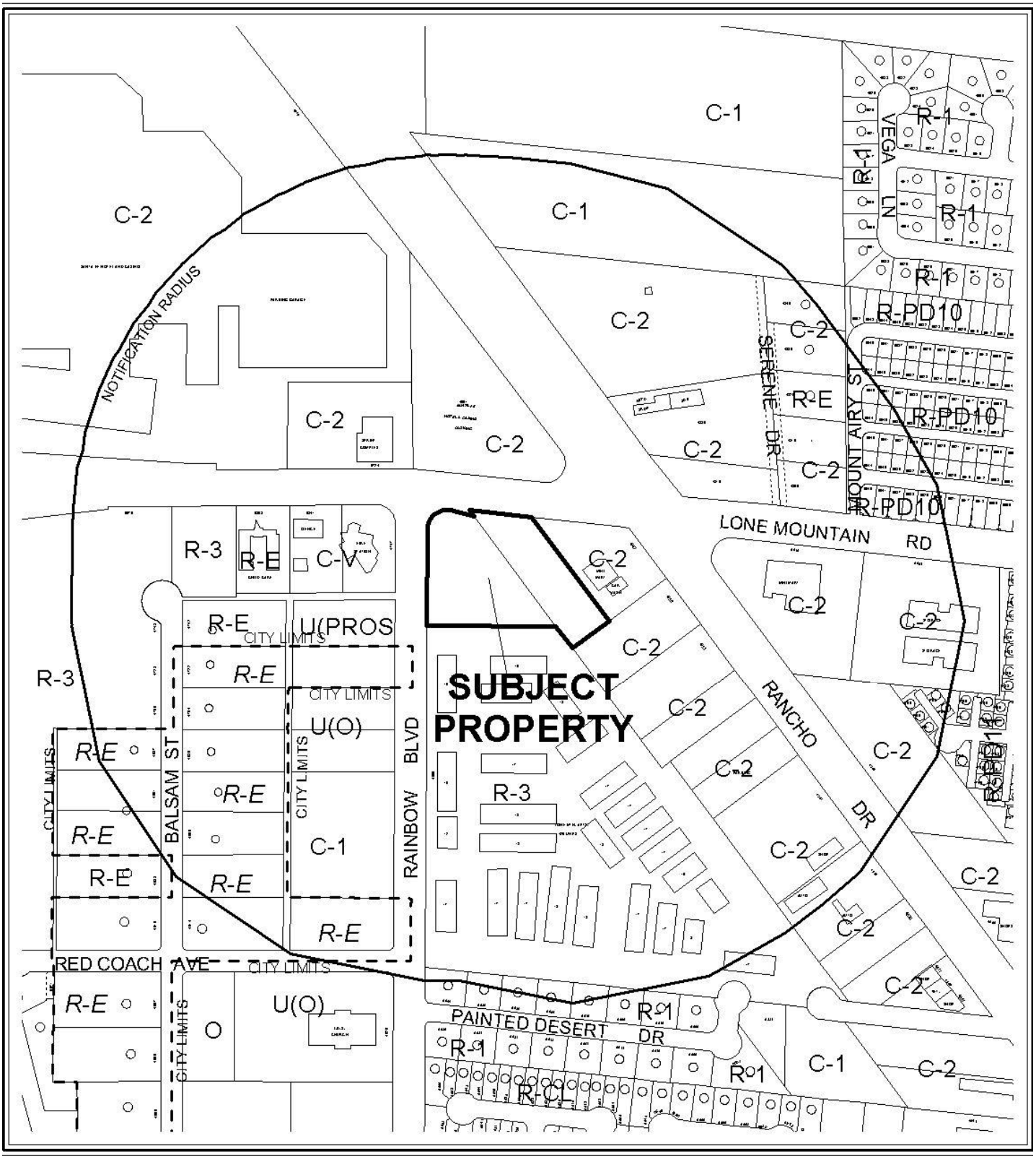
SUBJECT:
ZON-37600 - ABEYANCE ITEM - REZONING RELATED TO GPA-37599 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Rezoning FROM: C-2 (GENERAL COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 3.02 acres at the southeast corner of Lone Mountain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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Backup referenced from the April 22, 2010 Planning Commission Meeting for ZON-37600 and SUP-37601

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **ZON-37600**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-37600**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number ZON-37600 APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

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MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-37600 APN: 138-02-101-015

Name of Property Owner: Lone Mountain Apts I LLC

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Alan L Molasky

Print Name: Alan L. Molasky

Subscribed and sworn before me

This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED

MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-015 **Ward #** 6

General Plan: existing SC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.77 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lone Mountain Apts I LLC **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* Alan L Molasky

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alan L. Molasky

Subscribed and sworn before me

This 2nd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON-37600
Meeting Date:	4/22/10
Total Fee:	$1200
Date Received:*	3/8/10
Received By:	MREG

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

City Las Vegas **State** NV **Zip** 89103

E-mail Address interautopaint@yahoo.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10.

Jennifer Mackey

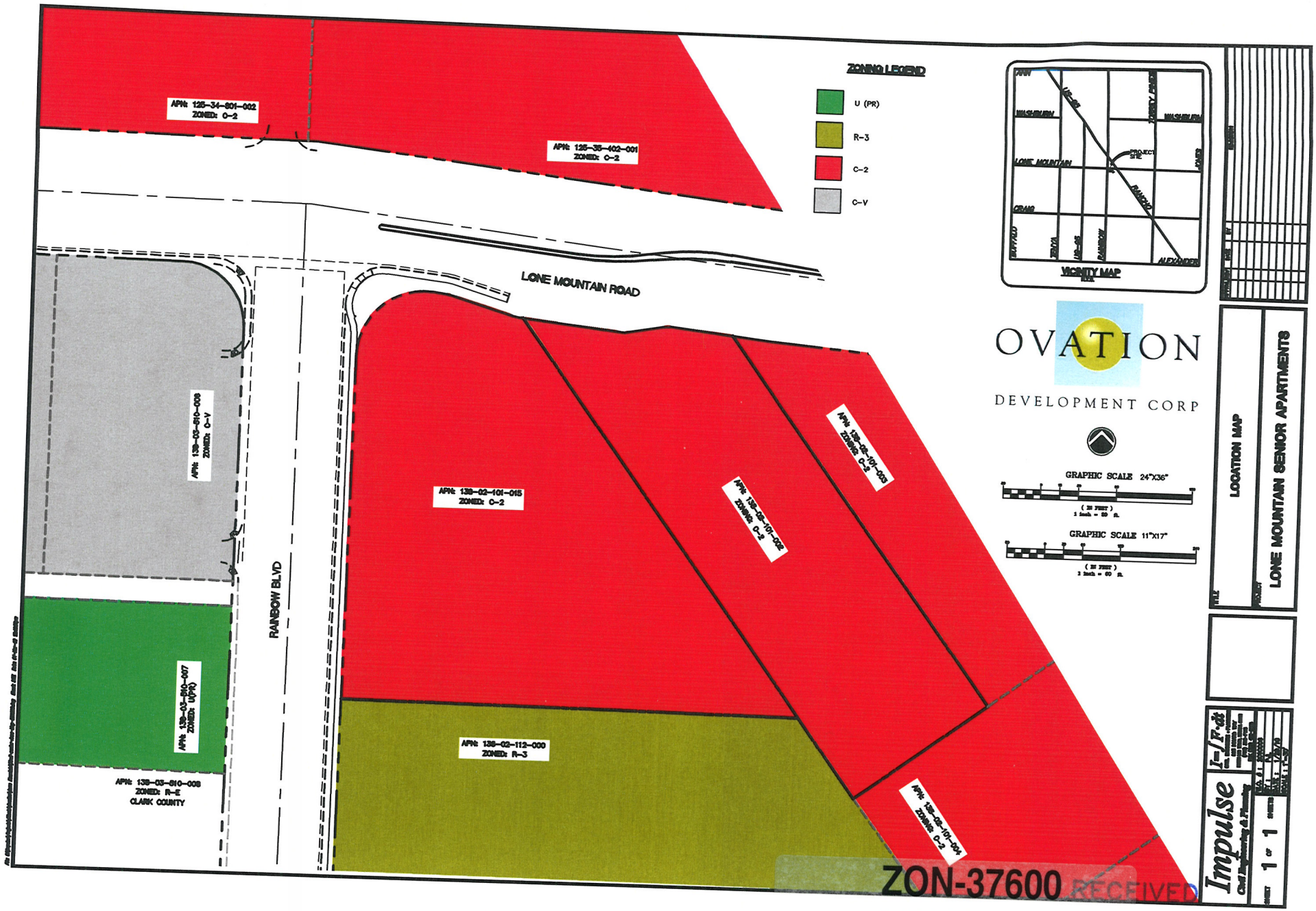
Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON 37600
Meeting Date:	4/22/2010
Total Fee:	$4200
Date Received:*	3/8/2010
Received By:	MRayo

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.



ZON-37600 RECEIVED

04/22/10 PC MAR 08 2010

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
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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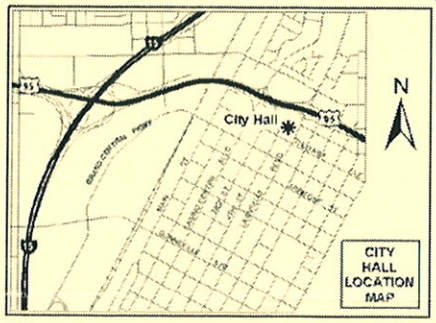
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37600 & SUP-37601
City Council Meeting of 5/19/2010

RECEIVED
2010 MAY 10 A 9:52
CITY CLERK

WEIDNER SCOTT A & MARY ANN
6537 HILLSIDE BROOK AVE
LAS VEGAS NV 89130-1862

APN#12535415023

CAVDS11 A9130

Submitted after final agenda

Date 5/14/10 Item 74+75

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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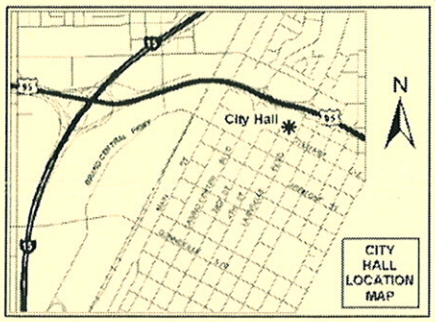
MAY 07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37600 & SUP-37601
City Council Meeting of 5/19/2010

CHAU LONG BEN & Q R REV TR ETAL
CHAU LONG BEN & QUAY RENA TRS
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

APN#13802101002

CA 890 11 89147

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

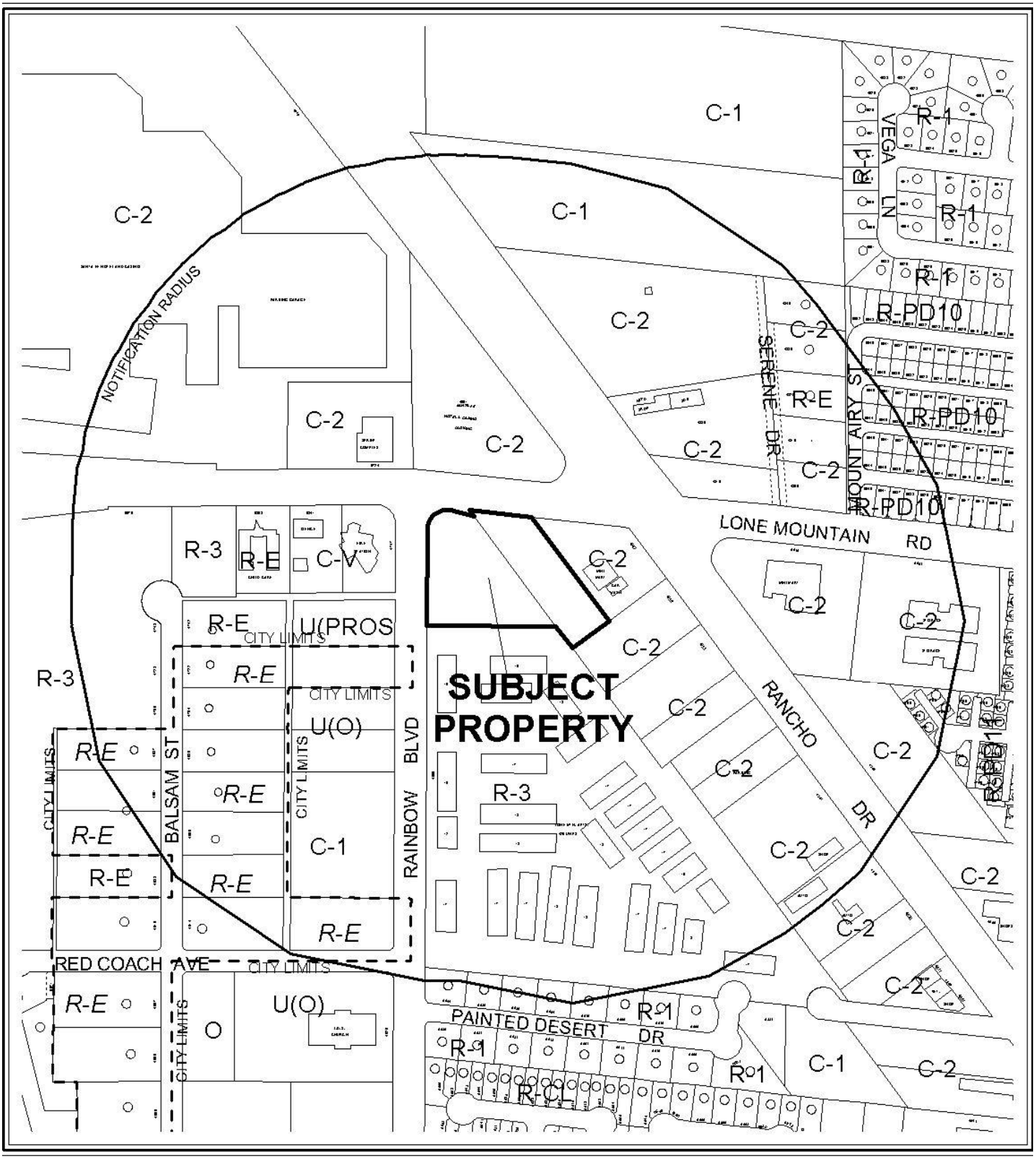
SUBJECT:
SUP-37601 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO GPA-37599 AND ZON-37600 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Special Use Permit FOR A SENIOR CITIZEN APARTMENT USE WITH WAIVERS TO ALLOW APARTMENTS ON THE GROUND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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Backup referenced from the April 22, 2010 Planning Commission Meeting for ZON-37600 and SUP-37601

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **SUP-37601**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37601**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37601** APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37601 APN: 138-02-101-015

Name of Property Owner: Lone Mountain Apts I LLC

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Alan L Molasky

Print Name: Alan L. Molasky

Subscribed and sworn before me

This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-015 **Ward #** 6

General Plan: existing SC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.77 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lone Mountain Apts I LLC **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* Alan L Molasky

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alan L. Molasky

Subscribed and sworn before me

This 2nd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

RECEIVED
MAR 08 2010

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-37601
Meeting Date:	4/22/2010
Total Fee:	$1030
Date Received:*	3/8/10
Received By:	MRob

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

City Las Vegas **State** NV **Zip** 89103

E-mail Address interautopaint@yahoo.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

RECEIVED

MAR 08 2010

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-37601
Meeting Date:	4/22/2010
Total Fee:	$1030
Date Received:*	4/22/2010
Received By:	MREb

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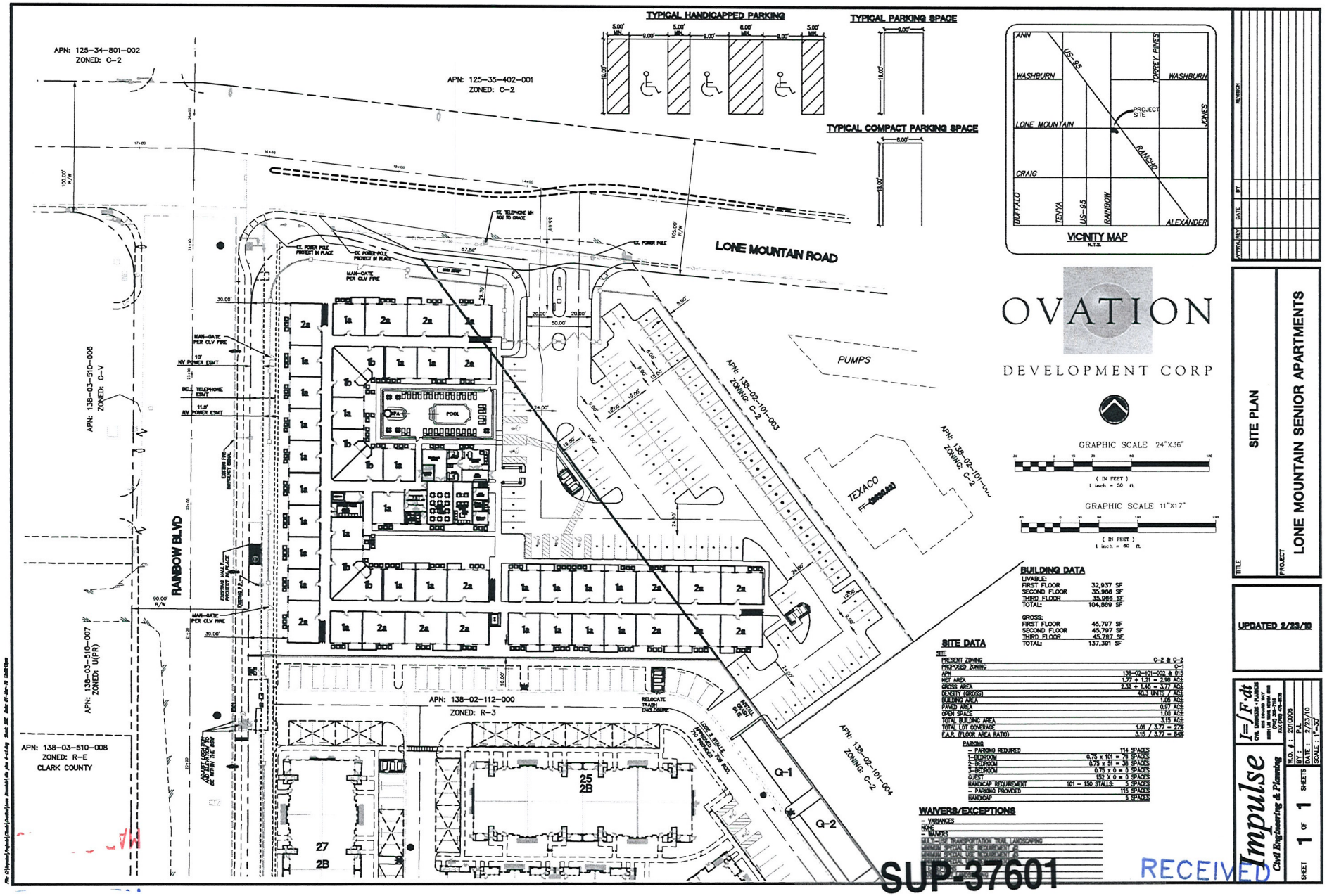
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



BUILDING DATA

LIVABLE:	
FIRST FLOOR	32,937 SF
SECOND FLOOR	35,966 SF
THIRD FLOOR	35,966 SF
TOTAL:	104,869 SF
GROSS:	
FIRST FLOOR	45,797 SF
SECOND FLOOR	45,797 SF
THIRD FLOOR	45,797 SF
TOTAL:	137,391 SF

SITE DATA

SITE	
PRESENT ZONING	C-2 & C-2
PROPOSED ZONING	C-1
APN	138-02-101-002 & 015
NET AREA	1.77 + 1.21 = 2.98 ACS
GROSS AREA	2.32 + 1.45 = 3.77 ACS
DENSITY (GROSS)	40.3 UNITS / ACS
BUILDING AREA	1.05 ACS
PAVED AREA	0.97 ACS
OPEN SPACE	1.00 ACS
TOTAL BUILDING AREA	3.15 ACS
TOTAL LOT COVERAGE	1.01 / 3.77 = 27%
F.A.R. (FLOOR AREA RATIO)	3.15 / 3.77 = 84%
PARKING	
– PARKING REQUIRED	114 SPACES
1-BEDROOM	0.75 x 101 = 76 SPACES
2-BEDROOM	0.75 x 51 = 38 SPACES
3-BEDROOM	0.75 x 0 = 0 SPACES
GUEST	152 X 0 = 0 SPACES
HANDICAP REQUIREMENT	101 – 150 STALLS: 5 SPACES
– PARKING PROVIDED	115 SPACES
HANDICAP	5 SPACES

WAIVERS/EXCEPTIONS

– VARIANCES
NONE
– WAIVERS
MULTI-USE TRANSPORTATION TRAIL LANDSCAPING
MINIMUM SPECIAL USE REQUIREMENT #2
MINIMUM SPECIAL USE REQUIREMENT #3
MINIMUM SPECIAL USE REQUIREMENT #4

APPRVL	REV	DATE	BY	REVISION

TITLE: SITE PLAN

PROJECT: LONE MOUNTAIN SENIOR APARTMENTS

UPDATED 2/23/10

Impulse
Civil Engineering & Planning

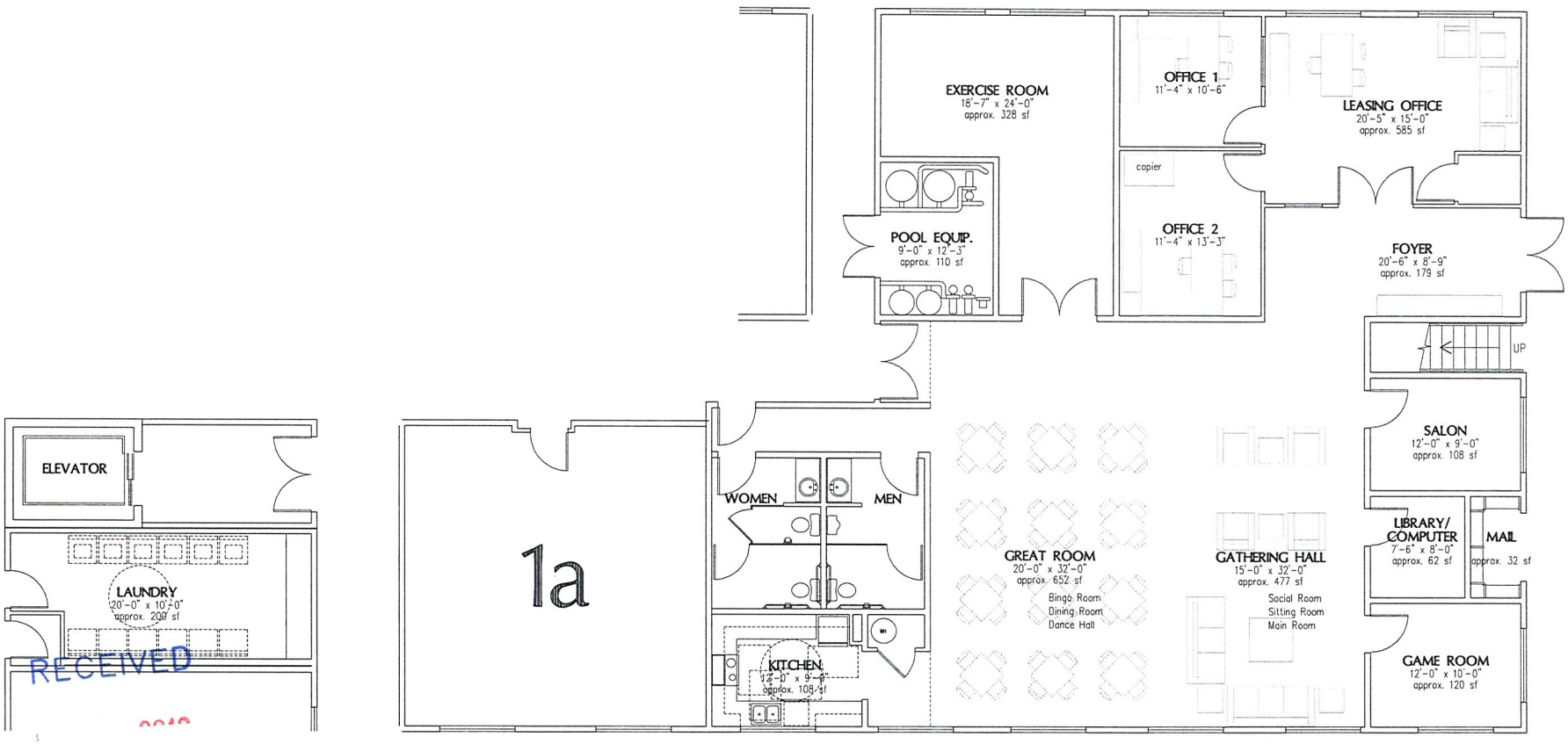
I=/F·dt
CIVIL ENGINEERS • PLANNERS
8555 CHAMBERLAIN WAY
SUITE 100, NORTH BEACH, NEVADA 89085
(702) 380-7118
FAX (702) 479-8525

W.O. # : 2010006
BY : P.L.
DATE : 2/23/10
SCALE : 1"=30'

SHEET 1 OF 1 SHEETS

SUP-37601
04/22/10 PC

RECEIVED
MAR 08 2010



RECEIVED

MAR 08 2010

Sheet: A1.3 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Common Areas

Date: February 10, 2010

Scale: 1/4" = 1'-0"

Sheet Number

A1.3

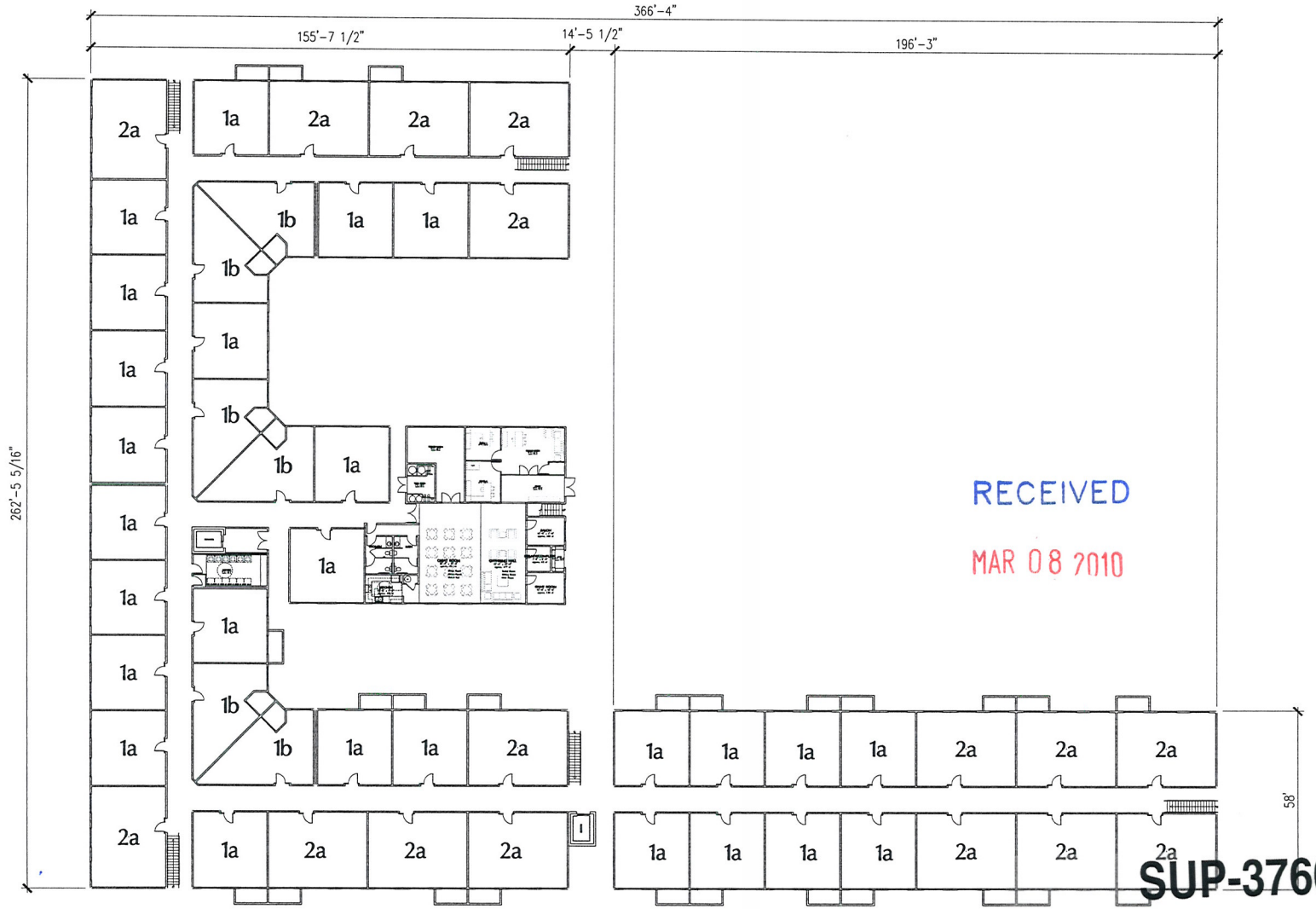
OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

SUP-37601

04/22/10 PC



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MAR 08 2010

SUP-37601

04/22/10 PC

Sheet: A1.1 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Building Plan - First Floor

Date: February 10, 2010

Scale: 1/16" = 1'-0"

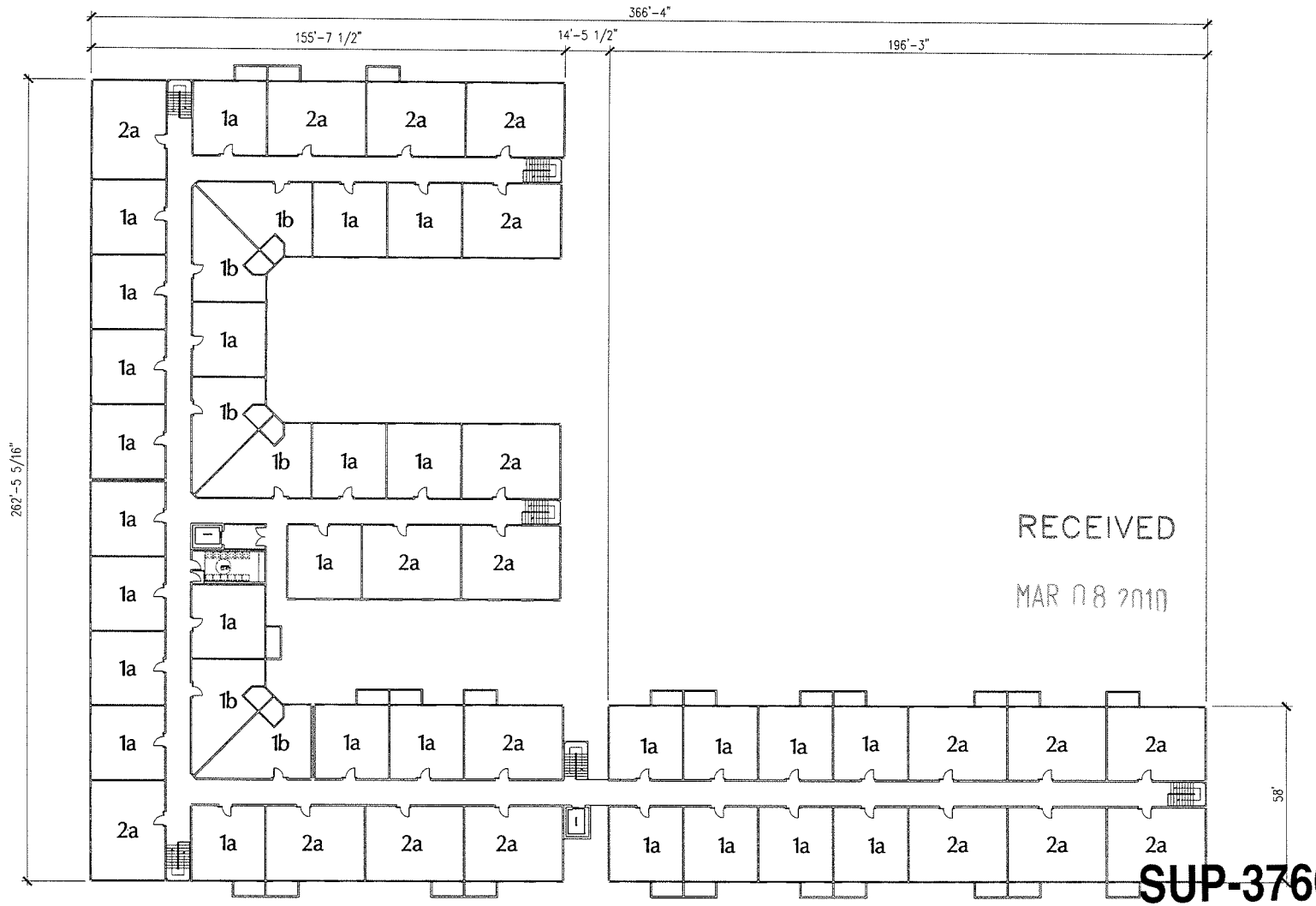
Sheet Number

A1.1

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



RECEIVED

MAR 08 2010

SUP-37601

04/22/10 PC

Sheet: A1.2 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Building Plan - Second & Third Floor

Date: February 10, 2010

Scale: 1/16" = 1'-0"

Sheet Number

A1.2

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



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MAR 26 2010

SUP-37601
04/22/10 PC

Lone Mountain Seniors Apartments

By
Ovation Development Corp.

Roof Tile Color



"Cliffside"

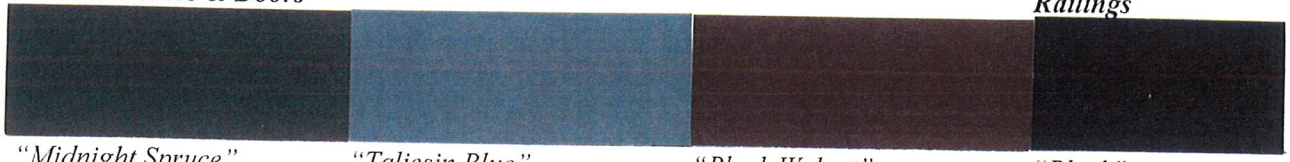
RECEIVED
MAR 08 2010

Fascia & Trim Color

"Stucco Tan"

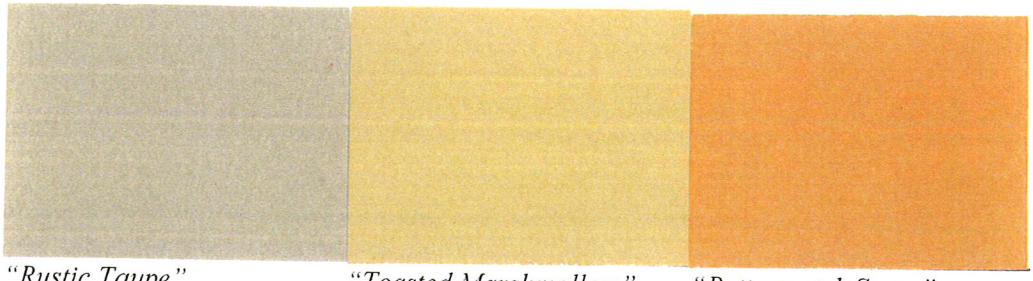
Accent Shutters & Doors

Railings



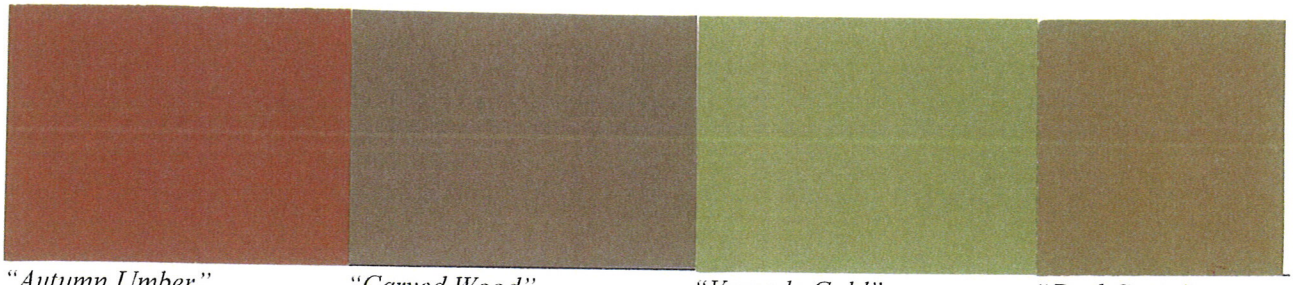
"Midnight Spruce" *"Taliesin Blue"* *"Black Walnut"* *"Black"*

Lighter Field Colors for Upper Areas



"Rustic Taupe" *"Toasted Marshmallow"* *"Butterscotch Syrup"*

Darker Field Colors for Lower Areas



"Autumn Umber" *"Carved Wood"* *"Veranda Gold"* *"Dark Sepia"*

RECEIVED
MAR 08 2010

SUP-37601
04/22/10 PC

Colors By
Teilmann Design

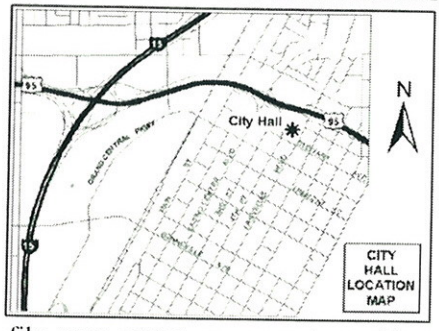
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37600 & SUP-37601

Planning Commission Meeting of 4/22/2010

Case: ZON-37600

12535415051
ANDERSON CHARLES W TRUST
6521 SIERRA DIABLO AVE
LAS VEGAS NV 89130-1869

RECEIVED
APR 22 2010

Submitted after final agenda

Date 4/22/10 Item 24+25

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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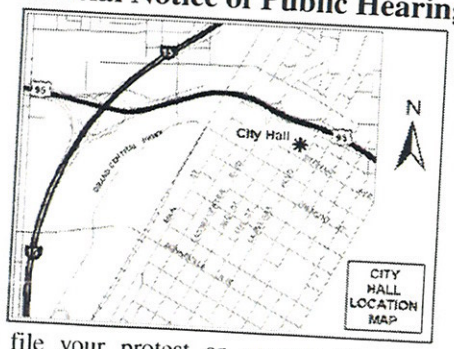
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-37600 & SUP-37601
Planning Commission Meeting of 4/22/2010

13802101002 Case: ZON-37600
CHAU LONG BEN & Q R REV TR ETAL
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

APR 19 2010

Submitted after final agenda
Date 4/22PC Item 24-25 A

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

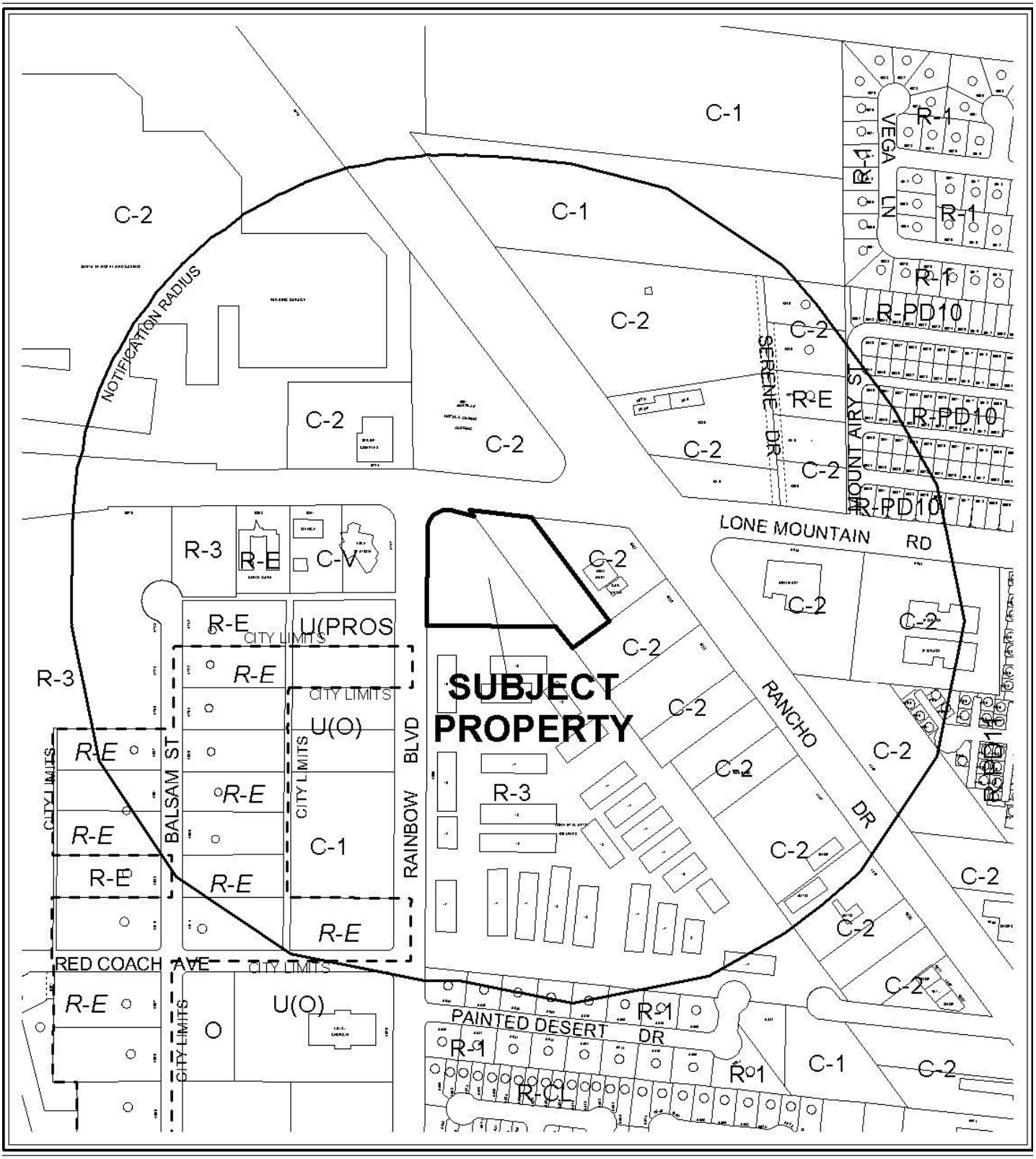
SUBJECT:
SDR-37602 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37599, ZON-37600 AND SUP-37601 - PUBLIC HEARING - APPLICANT: OVATION DEVELOPMENT - OWNER: LONE MOUNTAIN APTS I, LLC AND JIMMY LEE - Request for a Site Development Plan Review FOR A THREE-STORY, 37-FOOT, 152-UNIT SENIOR CITIZEN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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Protest/Support Postcards
5. Backup referenced from the April 22, 2010 Planning Commission Meeting for SDR-37602

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **SDR-37602**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-37602**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37602 APN: 138-02-101-015

Name of Property Owner: Lone Mountain Apts I LLC

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Alan L Molasky

Print Name: Alan L. Molasky

Subscribed and sworn before me

This 3rd day of March, 2010

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37602 APN: 138-02-101-002

Name of Property Owner: Jimmy Lee

Name of Applicant: Ovation Development

Name of Representative: Janet Goyer

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 2016

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

RECEIVED
MAR 08 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review for Senior Apartments

Project Address (Location) SE corner of Rainbow Blvd and Lone Mountain Road

Project Name Lone Mountain Senior Apartments **Proposed Use** Apartment Rentals

Assessor's Parcel #(s) 138-02-101-015 **Ward #** 6

General Plan: existing SC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.77 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lone Mountain Apts I LLC **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Jennifer Lazovich

Address 8345 West Sunset Road, #250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address jlazovich@kcnvlaw.com

Property Owner Signature* Alan L Molasky

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alan L. Molasky

Subscribed and sworn before me

This 2nd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-37602
Meeting Date:	4/22/10
Total Fee:	$1038.00
Date Received:*	3/8/10
Received By:	M Rey

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review for Senior Apartments

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Assessor's Parcel #(s) 138-02-101-002 **Ward #** 6

General Plan: existing GC proposed SC **Zoning:** existing C-2 proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.25 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Jimmy Lee **Contact** Jimmy Lee

Address 4350 S. Arville #23 & #30 **Phone:** (702) 591-4590 **Fax:** (702) 871-9876

City Las Vegas **State** NV **Zip** 89103

E-mail Address interautopaint@yahoo.com

APPLICANT Ovation Development **Contact** Janet Goyer

Address 6021 S. Fort Apache Road, #100 **Phone:** (702) 990-2325 **Fax:** (702) 990-2391

City Las Vegas **State** NV **Zip** 89148

E-mail Address jang@ovationdev.com

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Print Name Jimmy Lee

Subscribed and sworn before me

This 3rd day of March, 20 10.

Jennifer Mackey

Notary Public in and for said County and State

JENNIFER MACKEY
NOTARY PUBLIC
STATE OF NEVADA
CLARK COUNTY
APPT. No. 09-9537-1
MY APPT. EXPIRES MAR. 13, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-37602
Meeting Date:	4/21/10
Total Fee:	$1030.00
Date Received:*	3/8/10
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

SITE DATA

SITE

PRESENT ZONING	C-2 & C-2
PROPOSED ZONING	C-1
APN	138-02-101-002 & 015
NET AREA	1.77 + 1.21 = 2.98 AC±
GROSS AREA	2.32 + 1.45 = 3.77 AC±
DENSITY (GROSS)	40.3 UNITS / AC±
BUILDING AREA	1.05 AC±
PAVED AREA	0.97 AC±
OPEN SPACE	1.00 AC±
TOTAL BUILDING AREA	3.15 AC±
TOTAL LOT COVERAGE	1.01 / 3.77 = 27%
F.A.R. (FLOOR AREA RATIO)	3.15 / 3.77 = 84%

PARKING	
– PARKING REQUIRED	114 SPACES
1-BEDROOM	0.75 x 98 = 73.5 SPACES
2-BEDROOM	0.75 x 54 = 40.5 SPACES
3-BEDROOM	0.75 x 0 = 0 SPACES
GUEST	152 X 0 = 0 SPACES
HANDICAP REQUIREMENT	101 – 150 STALLS: 5 SPACES
– PARKING PROVIDED	115 SPACES
HANDICAP	5 SPACES

WAIVERS/EXCEPTIONS

– VARIANCES
NONE
– WAIVERS
MULTI-USE TRANSPORTATION TRAIL LANDSCAPING
MINIMUM SPECIAL USE REQUIREMENT #2
MINIMUM SPECIAL USE REQUIREMENT #3
MINIMUM SPECIAL USE REQUIREMENT #4
– EXCEPTIONS
PARKING LOT LANDSCAPING

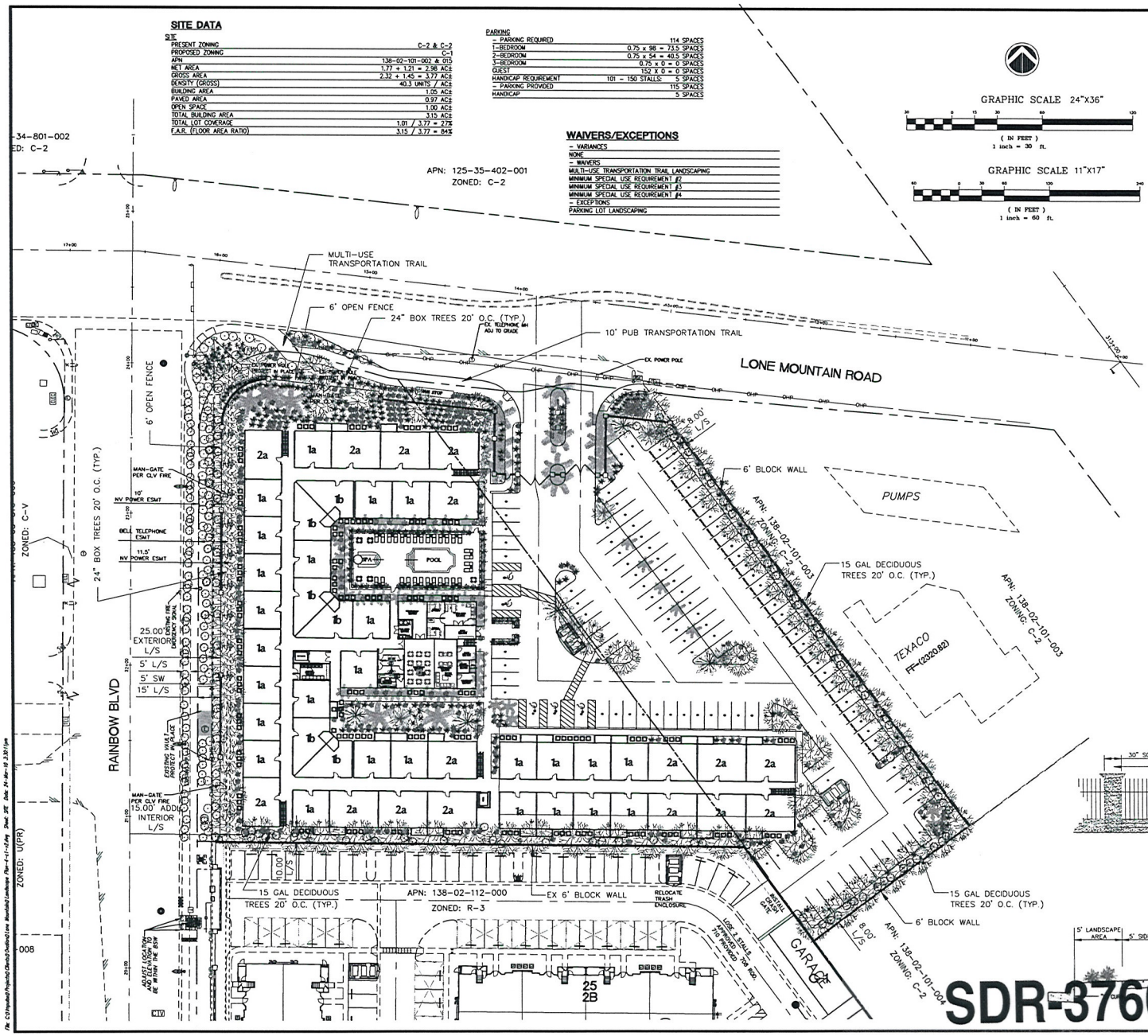
GRAPHIC SCALE 24"X36"
(IN FEET)
1 inch = 30 ft.

GRAPHIC SCALE 11"X17"
(IN FEET)
1 inch = 60 ft.



VICINITY MAP
N.T.S.

OVATION
DEVELOPMENT CORP



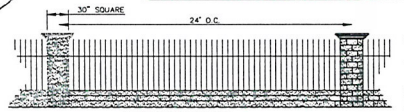

LANDSCAPE MATERIAL

TREES

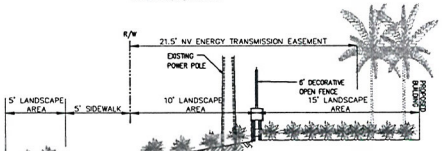
A. CHILEAN THORNLESS MESQUITE – PROSOPIS CHILENIS
B. DESERT WILLOW – CHILOPSIS LINEARIS
C. BLUE PALO VERDE – CERCIDIUM FLORIDUM
D. MODESTO ASH – FRAXINUS VELUTINA
E. DATE PALM – PHOENIX PALMAE OR EQUAL
F. MONDELL PINE – PINUS ELDARICA
G. MEXICAN FAN PALM – WASHINGTONIA ROBUSTA
H. TEXAS MOUNTAIN LAUREL – SOPHORA SECUNDIFLORA
I. SWEET ACACIA – ACACIA FARNESIANA
J. RIO GRANDE ASH – FRAXINUS VELUTINA
K. IMPERIAL HONEYLOCUST – GLEDITSIA TRIANCANTHOS
L. VESUVIUS PLUM – PRUNUS KRAUTER VESUVIUS
M. LIVE OAK – QUERCUS VIRGINIA

SHRUBS

N. COTONEASTER – COTONEASTER SPP
O. TEXAS RANGER – LEUCOPHYLLUM FRUTESCENS
P. COMPACT TEXAS RANGER – LEUCOPHYLLUM FRUTESCENS 'COMPACTA'
Q. RED FOUNTAIN GRASS – PENNISETUM SETACEUM 'CUPREUM'
R. CHIHUAHUAN SAGE – LEUCOPHYLLUM LAEVIGATUM
S. PHOTINIA FRAZERI
T. VERBENA – VERBENA RIGIDA
U. ACACIA REDOLENS
V. DESERT DAISY – BAHIA ABSINTHIFOLIA
W. DESERT BROOM – BACCHARIS SARATHROIDES
X. VARIGATED PITTOSPORUM – PITTOSPORUM TOBIRA VEREGATA
Y. INDIA HAWTHORN – RAPHIOLEPIS INDICA
Z. GREEN PITTOSPORUM – PITTOSPORUM TOBIRA



OPEN FENCE DETAIL
RAINBOW & LONE MOUNTAIN



PERIMETER SECTION

SDR-37602
REVISED

RECEIVED
MAR 26 2010

REVISION	DATE	BY

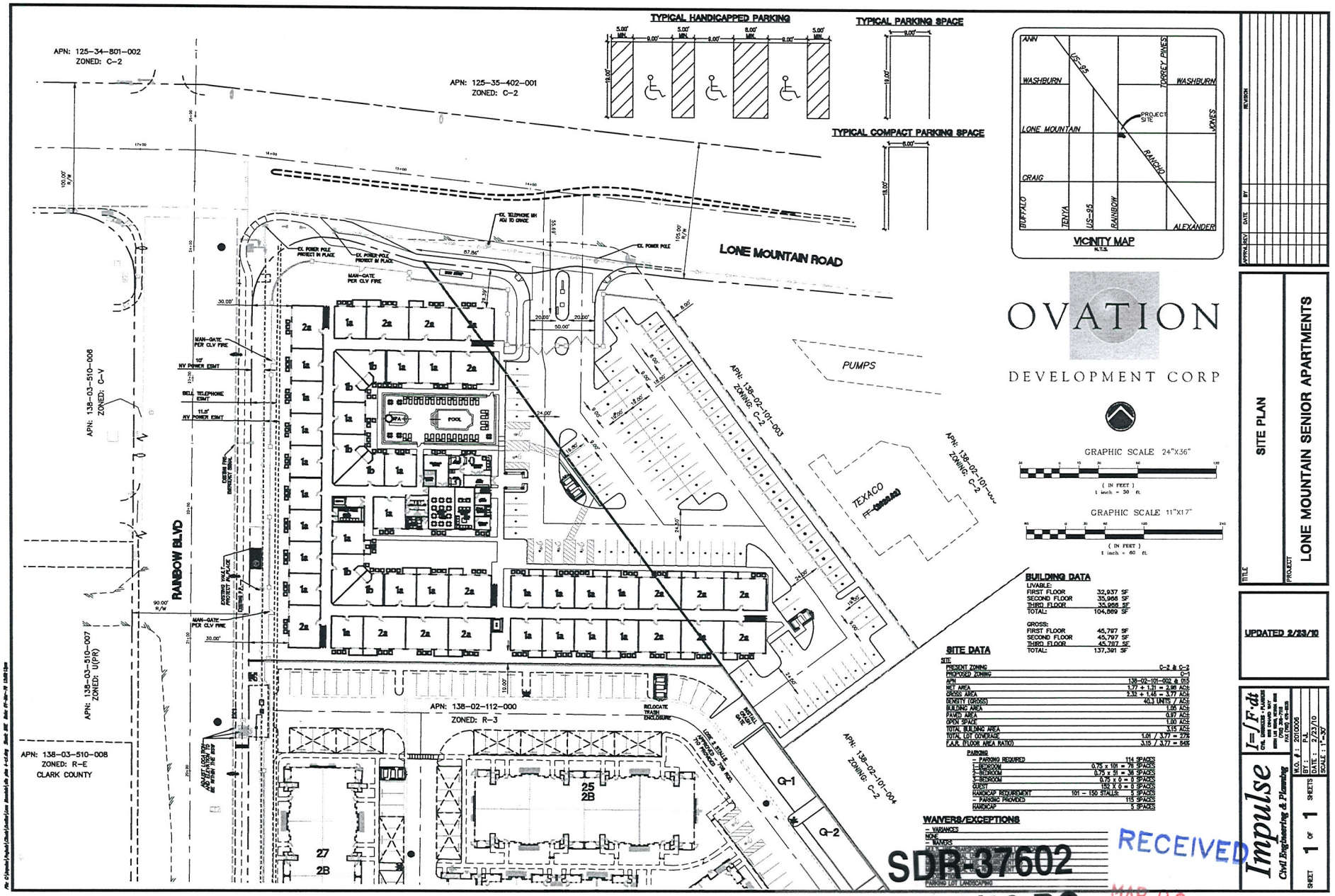
TITLE: CONCEPTUAL LANDSCAPE PLAN

PROJECT: LONE MOUNTAIN SENIOR APARTMENTS

UPDATED 2/23/10

Impulse
Civil Engineering & Planning
CIVIL ENGINEERS • PLANNERS
835 DAMAS WAY
NORTH LAS VEGAS, NEVADA 89030
PHONE (702) 476-8535
FAX (702) 476-8536

W.O. # : 2010006
BY : P.K.
DATE : 2/10/2010
SCALE : 1"=20'
SHEETS
SHEET 1 OF 1



BUILDING DATA

LIVABLE:	
FIRST FLOOR	32,937 SF
SECOND FLOOR	35,966 SF
THIRD FLOOR	35,966 SF
TOTAL:	104,869 SF
GROSS:	
FIRST FLOOR	45,797 SF
SECOND FLOOR	45,797 SF
THIRD FLOOR	45,797 SF
TOTAL:	137,391 SF

SITE DATA

SITE	
PRESENT ZONING	C-2 & C-2
PROPOSED ZONING	C-1
APN	138-02-101-002 & 015
NET AREA	1.77 + 1.21 = 2.98 AC±
GROSS AREA	2.32 + 1.45 = 3.77 AC±
DENSITY (GROSS)	40.3 UNITS / AC±
BUILDING AREA	1.05 AC±
PAVED AREA	0.97 AC±
OPEN SPACE	1.00 AC±
TOTAL BUILDING AREA	3.15 AC±
TOTAL LOT COVERAGE	1.01 / 3.77 = 27%
F.A.R. (FLOOR AREA RATIO)	3.15 / 3.77 = 84%
PARKING	
– PARKING REQUIRED	114 SPACES
1-BEDROOM	0.75 x 101 = 78 SPACES
2-BEDROOM	0.75 x 51 = 38 SPACES
3-BEDROOM	0.75 x 0 = 0 SPACES
GUEST	152 X 0 = 0 SPACES
HANDICAP REQUIREMENT	101 – 150 STALLS: 5 SPACES
– PARKING PROVIDED	115 SPACES
HANDICAP	5 SPACES

WAIVERS/EXCEPTIONS

– VARIANCES
NONE
– WAIVERS
PARKING LOT LANDSCAPING

SDR-37602

04/22/10 PC

RECEIVED
MAR 08 2010

APPRVL	REV	DATE	BY	REVISION

TITLE: SITE PLAN

PROJECT: LONE MOUNTAIN SENIOR APARTMENTS

UPDATED 2/23/10

Impulse
Civil Engineering & Planning

I=∫F·dt
CIVIL ENGINEERS - PLANNERS
SUITE 200 GRAND WAY
LAS VEGAS, NEVADA 89118
(702) 320-7115
FAX (702) 419-8535

W.O. # : 2010006
BY : P.L.
DATE : 2/23/10
SCALE : 1"=30'

SHEET 1 OF 1 SHEETS



SOUTH ELEVATION – CONTINUED

SCALE: 3/32" = 1'-0"



NORTH ELEVATION – CONTINUED

SCALE: 3/32" = 1'-0"



EAST ELEVATION – CONTINUED

SCALE: 3/32" = 1'-0"

SDR-37602

04/22/10 PC

RECEIVED

MAR 08 2010

Sheet: A2.2 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Exterior Elevations

Date: February 10, 2010

Scale: 3/32" = 1'-0"

Sheet Number

A2.2

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



WEST ELEVATION

SCALE: 3/32" = 1'-0"



NORTH ELEVATION

SCALE: 3/32" = 1'-0"



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



EAST ELEVATION

SCALE: 3/32" = 1'-0"

SDR-37602

04/22/10 PC

RECEIVED

MAR 08 2010

Sheet: A2.1

Date: February 10, 2010

Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Exterior Elevations

Date: February 10, 2010

Scale: 3/32" = 1'-0"

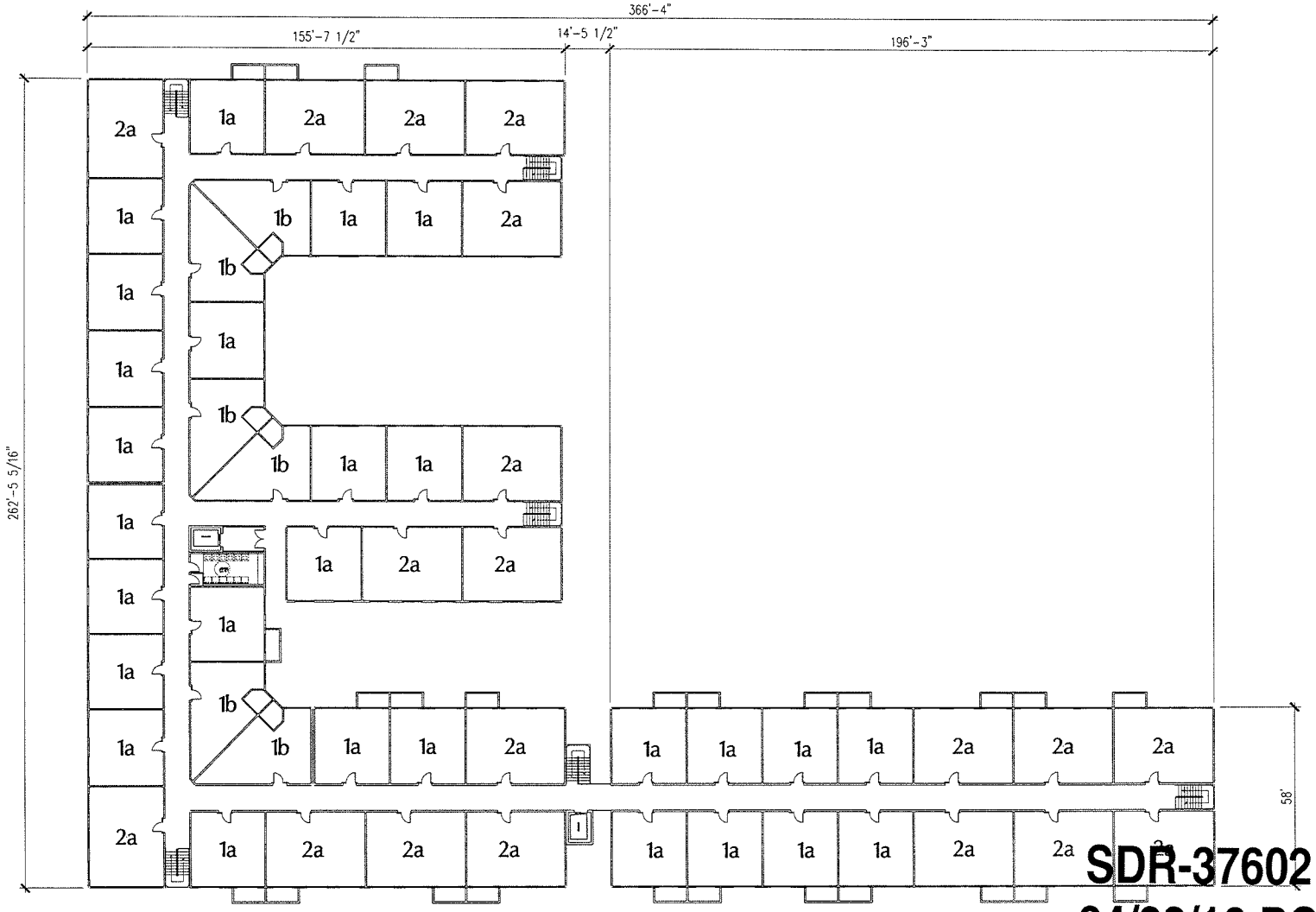
Sheet Number

A2.1

OVATION

Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



SDR-37602
04/22/10 PC

Project: Lone Mountain Senior Apartments
Date: February 10, 2010
Sheet: A1.2

Sheet Description:

Lone Mountain Senior Apartments

Building Plan - Second & Third Floor

Date: February 10, 2010
Scale: 1/16" = 1'-0"
Sheet Number
A1.2

OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

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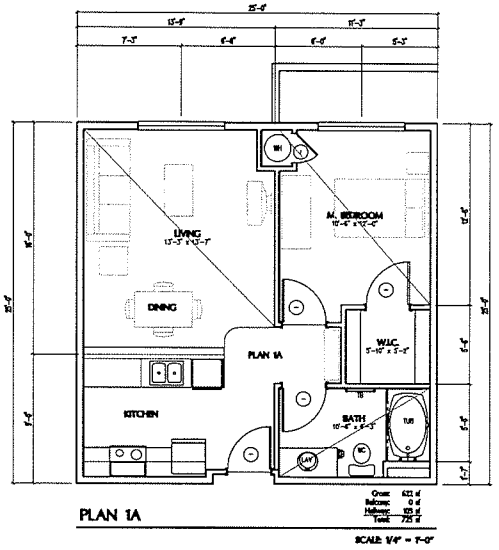
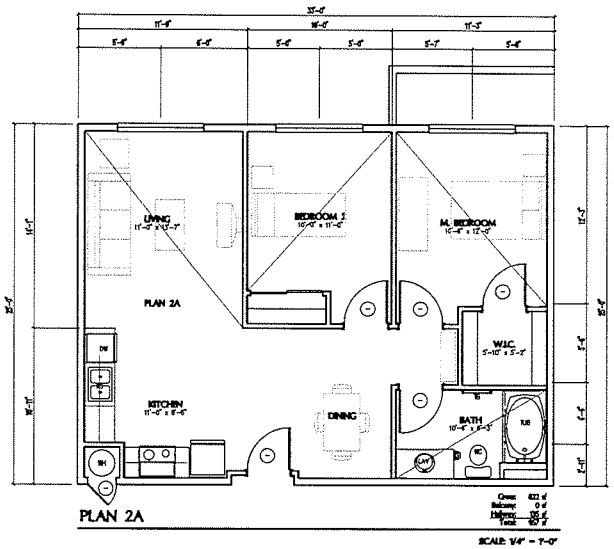
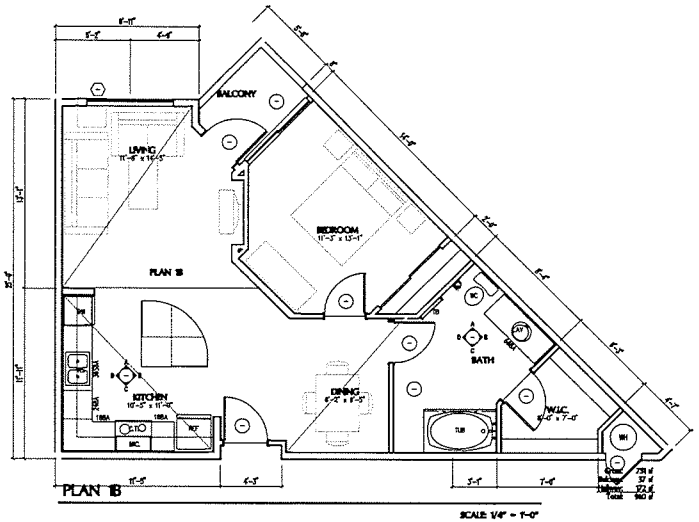
MAR 08 2010







SDR-37602
04/22/10 PC

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MAR 08 2010

Sheet# A0.0 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

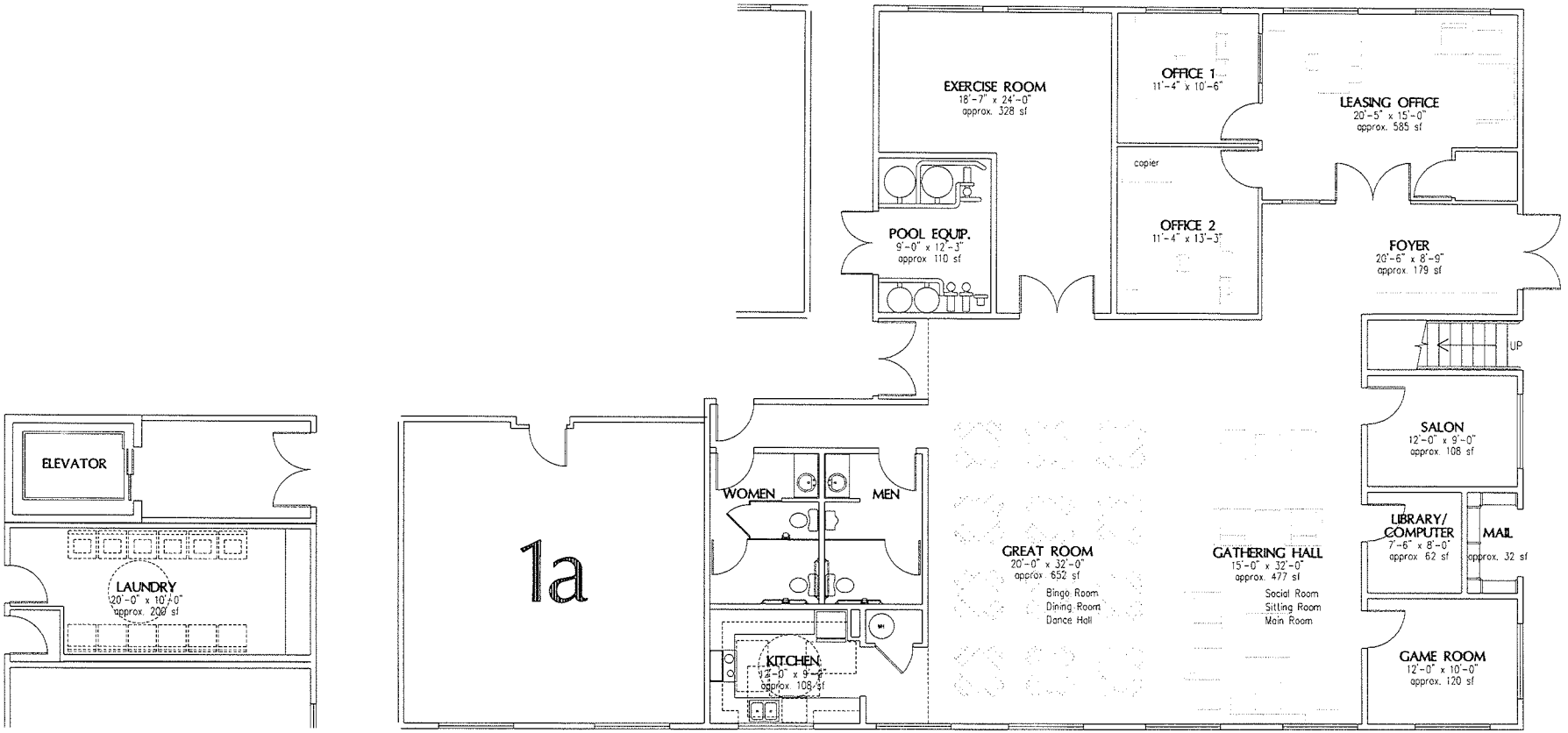
Lone Mountain Senior Apartments

Floor Plans

Date: February 10, 2010
Scale: 1/4" = 1'-0"
Sheet Number
A0.0

OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION



SDR-37602
04/22/10 PC

Sheet: A1.3 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Common Areas

Date: February 10, 2010
Scale: 1/4" = 1'-0"
Sheet Number
A1.3

OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
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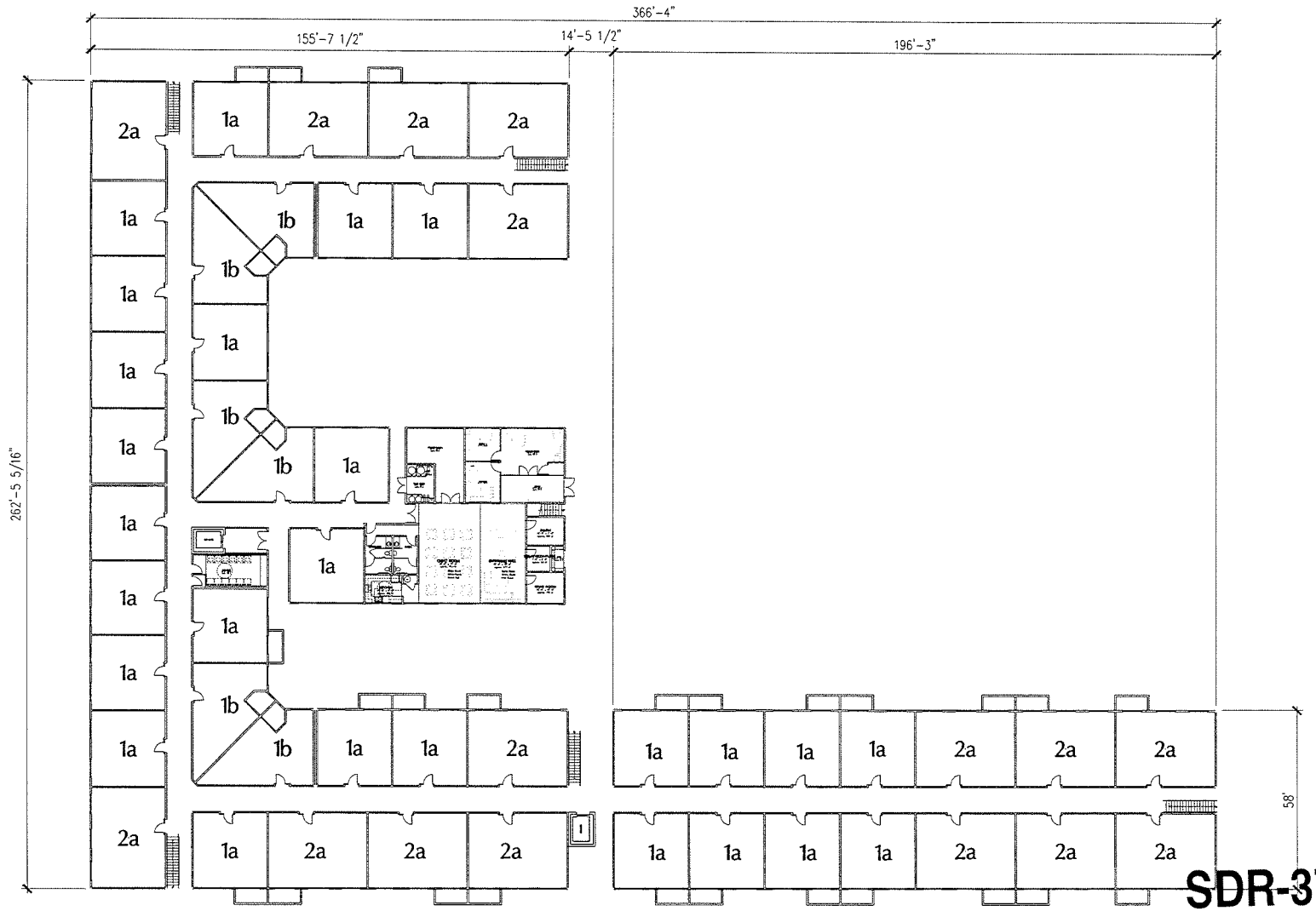
MAR 08 2010



SDR-37602
04/22/10 PC

Sheet: A1.1 Date: February 10, 2010 Project: Lone Mountain Senior Apartments

Sheet Description:

Lone Mountain Senior Apartments

Building Plan - First Floor

Date: February 10, 2010
Scale: 1/16" = 1'-0"
Sheet Number
A1.1

OVATION
Lone Mountain Senior Apartments
Rainbow Boulevard and Lone Mountain Road
City of Las Vegas, Nevada

PRELIMINARY
NOT FOR CONSTRUCTION

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Lone Mountain Seniors Apartments

By

Ovation Development Corp.

Roof Tile Color



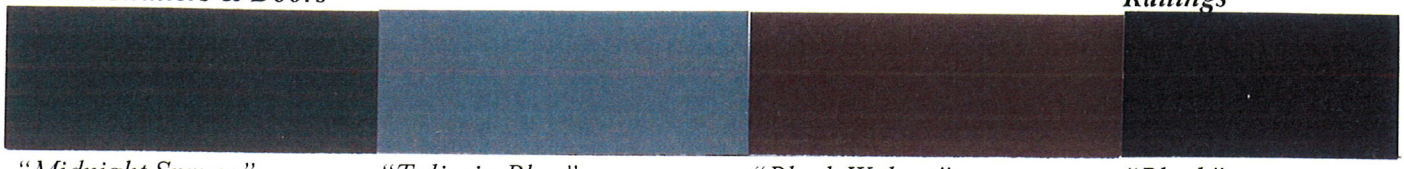
"Cliffside"

Fascia & Trim Color

"Stucco Tan"

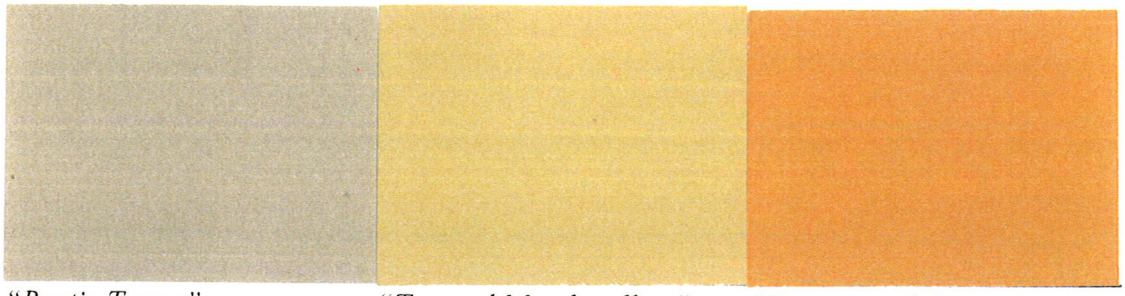
Accent Shutters & Doors

Railings



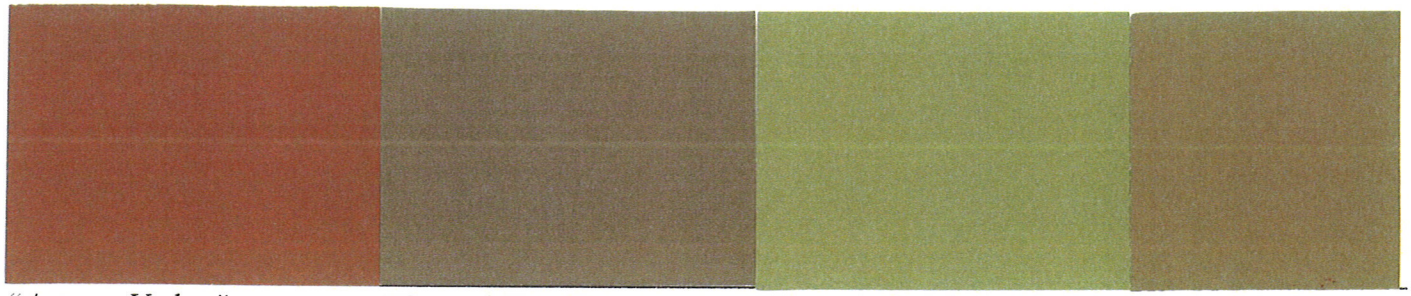
"Midnight Spruce" *"Taliesin Blue"* *"Black Walnut"* *"Black"*

Lighter Field Colors for Upper Areas



"Rustic Taupe" *"Toasted Marshmallow"* *"Butterscotch Syrup"*

Darker Field Colors for Lower Areas



"Autumn Umber" *"Carved Wood"* *"Veranda Gold"* *"Dark Sepia"*

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MAR 08 2010

SDR-37602

04/22/10 PC

Colors By

Teilmann Design

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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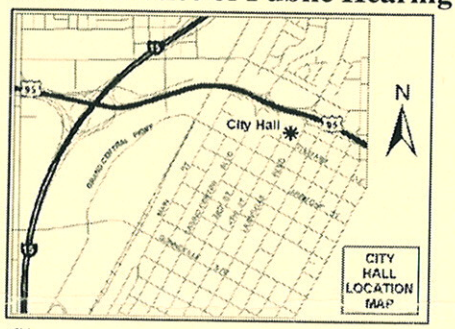
0004279218
$ 00.41⁴
MAY 07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37602

City Council Meeting of 5/19/2010

RECEIVED
2010 MAY 14 A 8:07
CITY CLERK

WEIDNER SCOTT A&MARY ANN
6537 HILLSIDE BROOK AVE
LAS VEGAS NV 89130-1862

APN#12535415023

CAVDS11 89130

Submitted after final agen...

Date 5/14/10 Item 76

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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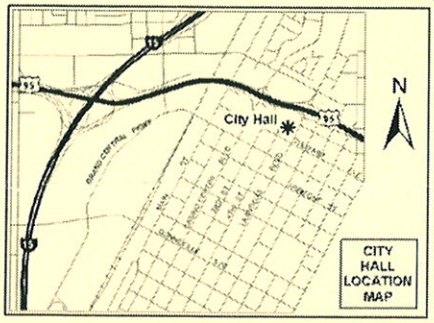
UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 07 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37602
City Council Meeting of 5/19/2010

CHAU LONG BEN & Q R REV TR ETAL
CHAU LONG BEN & QUAY RENA TRS
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

APN#13802101002

CAVDS11 89147

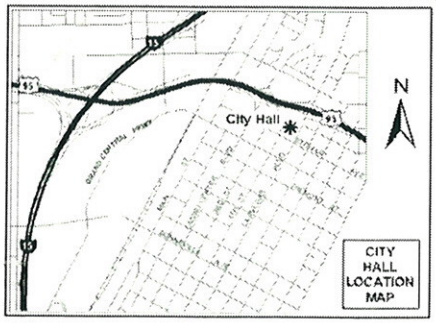
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37602

Planning Commission Meeting of 4/22/2010

Case: SDR-37602

12535415051
ANDERSON CHARLES W TRUST
6521 SIERRA DIABLO AVE
LAS VEGAS NV 89130-1869

Submitted after final agenda

Date 4/22/10 Item 26

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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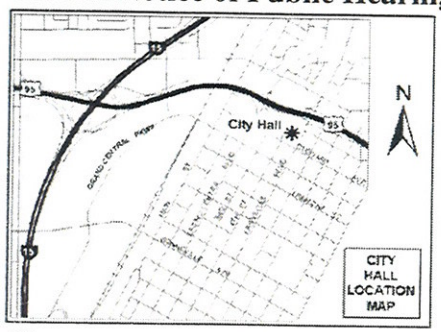
MAILED FROM ZIPCODE 89101

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-37602

Planning Commission Meeting of 4/22/2010

Case: SDR-37602

13802101002
CHAU LONG BEN & Q R REV TR ETAL
7839 WINDWARD RD
LAS VEGAS NV 89147-5673

APR 19 2010

Submitted after final agenda
Date 4/22/10
Item 29A

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

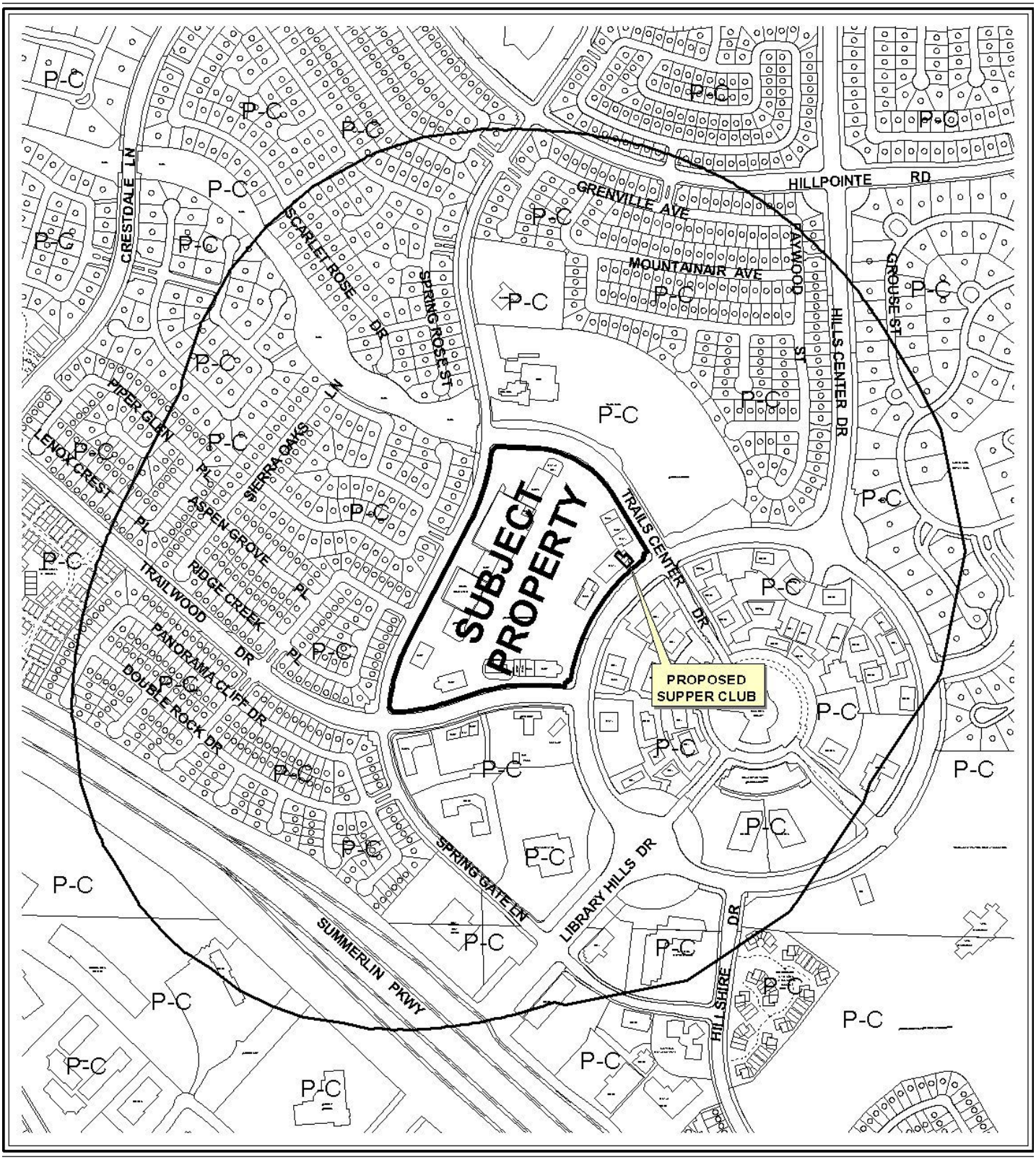
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37871 - ABEYANCE ITEM - 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	**5**	**City Council Meeting**	**8**

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. Protest/Support Postcards
8. Backup referenced from the May 27, 2010 Planning Commission Meeting for 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 21, 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.

** 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

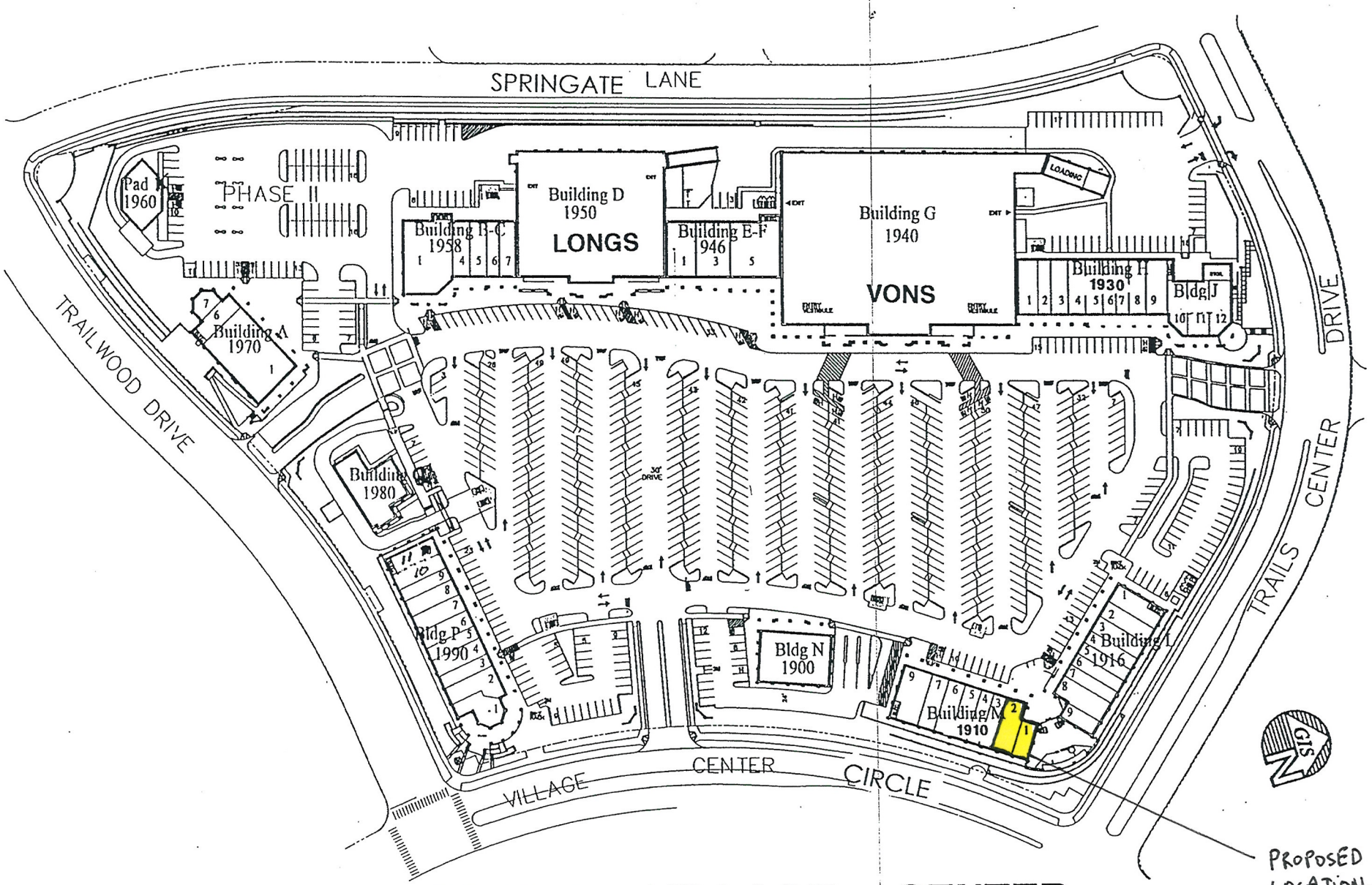
Revised 10/27/08

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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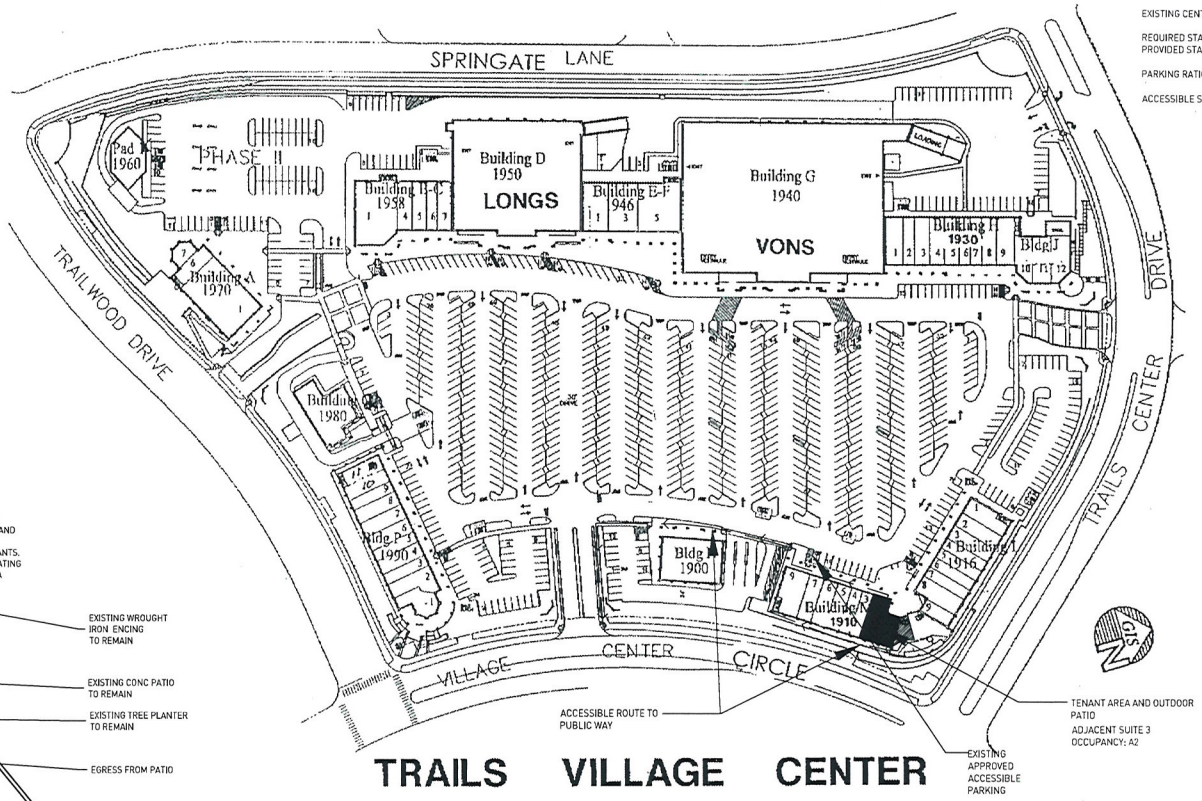
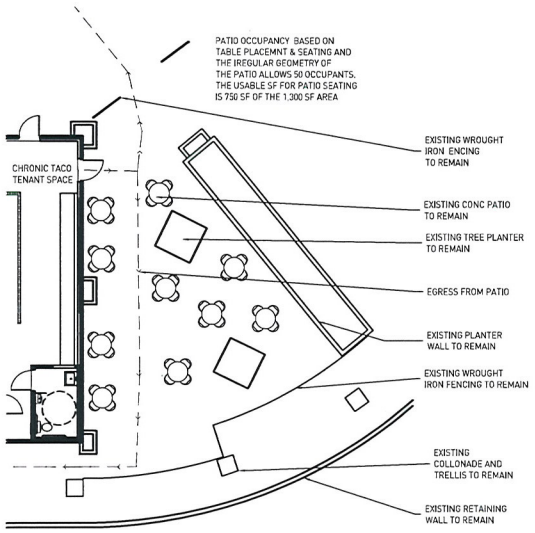


EXISTING CENTER PARKING:

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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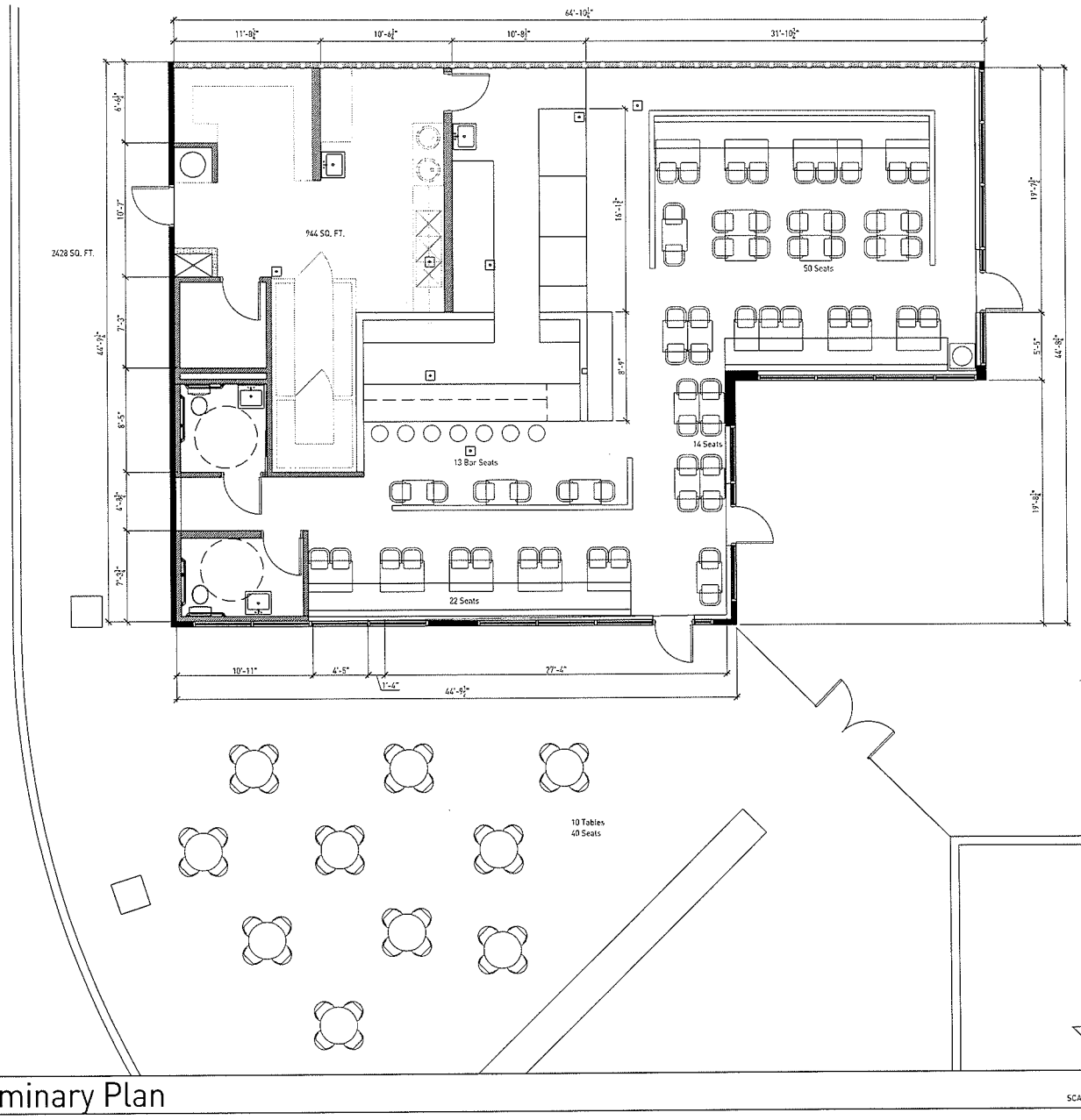
APR 27 2010
SUP-37871



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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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

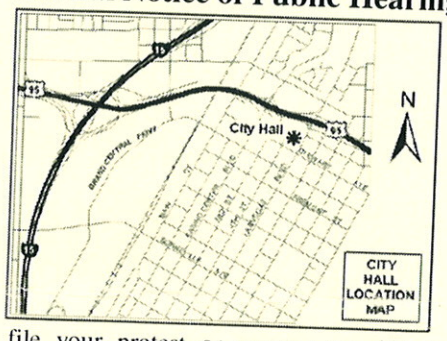
cc: Dr. Jed Feller (w/out encls.)
Matthew D. Saltzman, Esq. (w/o encls.)
David G. Alleman, Esq. (w/out encls.)
Dianne M. Sheridan, Paralegal (w/o encls.)

SUP-37871
REVISED

RECEIVED
APR 15 2010

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

City Council Meeting of 7/7/2010

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CITY CLERK
2010 JUN 30 A 11:18

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 JUN 24 2010
MAILED FROM ZIP CODE 89101

VITTORIO SOLLY R & VALERIE A K
1550 SAN JUAN HILLS DR #101
LAS VEGAS NV 89134-6395

APN#13830515025

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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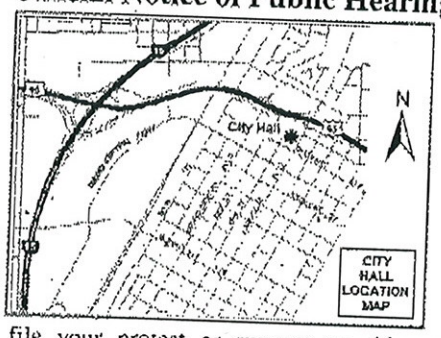

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Please use available blank space on card for your comments.

SUP-37871

City Council Meeting of 7/7/2010

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2010 JUN 29 P 4:50

SEVIGNY ALFRED J JR & MARJORIE T
2048 GLORIETA LN
LAS VEGAS NV 89134-6233

APN#13819616011

Submitted after final agenda

Date 6/29/10 Item 98

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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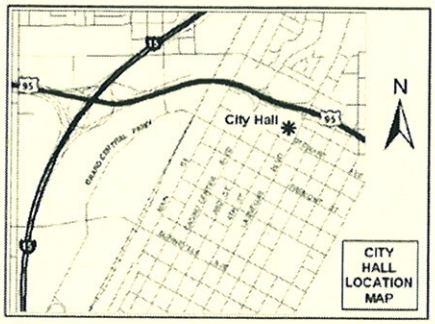
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

VOID → ☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871
City Council Meeting of 7/7/2010

RECEIVED
CITY CLERK
2010 JUN 29 A 11:26

WATERMAN SONJA
9901 TRAILWOOD DR #1164
LAS VEGAS NV 89134-5907

APN#13819319199

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JUN 24 2010
MAILED FROM ZIP CODE 89101

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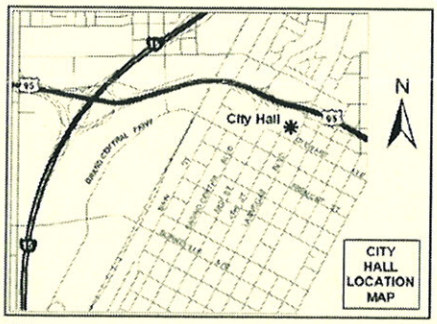
Official Notice of Public Hearing



RECEIVED
CITY CLERK
2010 JUN 30 A 11:18

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871
City Council Meeting of 7/7/2010

CANLAS CIZAR B & CARMENCITA B
1913 SIERRA OAKS LN
LAS VEGAS NV 89134-6609

APN#13819315023

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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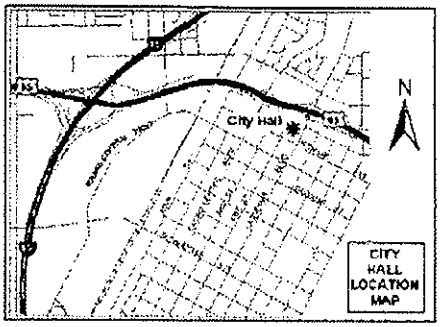
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 24 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871
City Council Meeting of 7/7/2010

BERKLEY KIM ROBIN LIVING TRUST
BERKLEY KIM ROBIN TRS
1940 FAYWOOD ST
LAS VEGAS NV 89134-6225

APN#13819716034

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CITY CLERK
2010 JUN 30 A 10:54

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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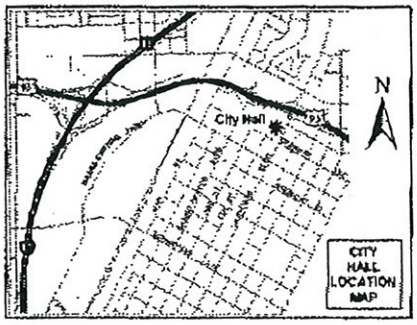
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SUP-37871
City Council Meeting of 7/7/2010

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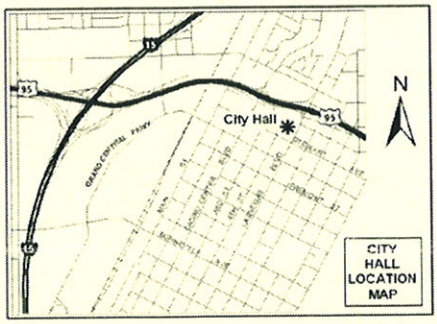
RECEIVED
CITY CLERK
2010 JUN 29 P 4:52

CLEMENT LYDIA D LIVING TRUST
CLEMENT LYDIA D TRS
2001 SPRING ROSE ST
LAS VEGAS NV 89134-6641

APN#13819314008

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871
City Council Meeting of 7/7/2010

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0004279218 JUN 24 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2010 JUN 29 A 11:31

CARTER JAMES A & JANEEN S
2045 LORDSBURG LN
LAS VEGAS NV 89134-6235

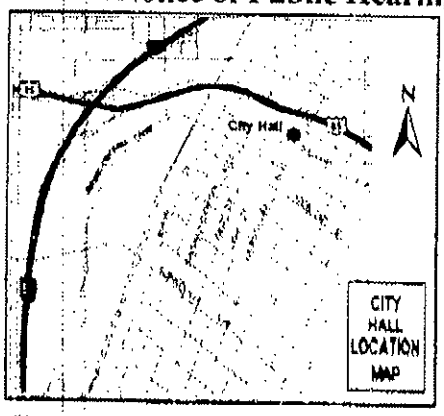
APN#13819615057

06/28/2010 MON 06:48 [TX/RX NO 7943] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

City Council Meeting of 7/7/2010

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0004279218 JUN 24 2010
MAILED FROM ZIPCODE 89101

RECEIVED
2010 JUN 29 P 4:39
CITY CLERK

GOBAND LIVING TRUST
BOWERS ALAN DAVID & KAREN D TRS
2032 LORDSBURG LN
LAS VEGAS NV 89134-6235

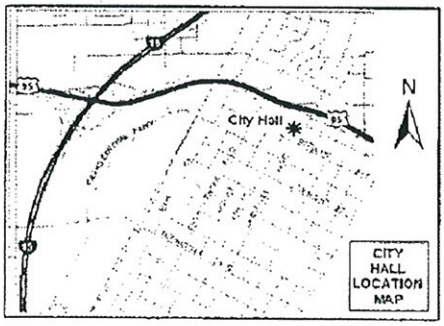
APN#13819615051

JUN-28-10 08:03 AM ALAN BOWERS 7028696169 P.01

06/29/2010 TUE 12:28 [TX/RX NO 7975] 001

City of Las Vegas
Office Of The City Clerk
00 Stewart Avenue
as Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



f you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-37871
ity Council Meeting of 7/7/2010

RECEIVED
CITY CLERK
2010 JUN 29 P 4:52

QUINN JANICE J
9812 DOUBLE ROCK DR
LAS VEGAS NV 89134-6416

APN#13819415021

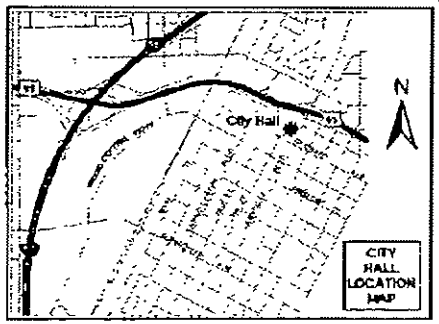
Jun 29 10 12:22p QUINN INSURANCE 702-838-5730 p.1

001/001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

City Council Meeting of 7/7/2010

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UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279218 JUN 24 2010
MAILED FROM ZIP CODE 89101

GEAR GARY D
REDFIELD-GEAR WENDY L
1912 SIERRA OAKS LN
LAS VEGAS NV 89134-6608

APN#13819315068

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CITY CLERK
2010 JUN 29 P 4:49

06/28/2010 12:09 FAX

06/28/2010 MON 11:03 [TX/RX NO 7952] 001

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2010 JUN 30 A 7:59

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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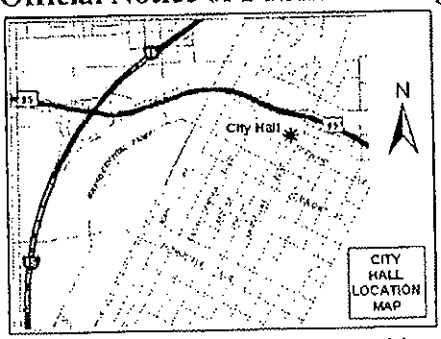
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871
City Council Meeting of 7/7/2010

GRAGSON ANGELA & TODD
2001 SLOW WIND ST
LAS VEGAS NV 89134-6693

APN#13819215025

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2010 JUN 30 P 12:53

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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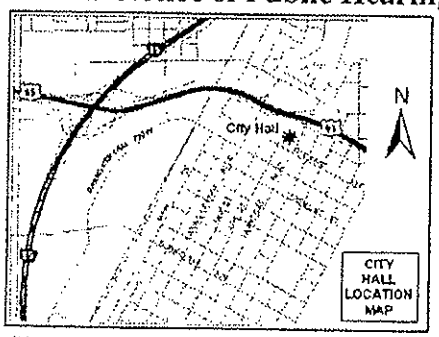

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

City Council Meeting of 7/7/2010

ARELLANO ELENA M
316 CALIFORNIA AVE #116
RENO NV 89509-1650

APN#13819319036

PAGE 01/01
STILES ROLLING AUTO
06/25/2010 06:14 7022436121

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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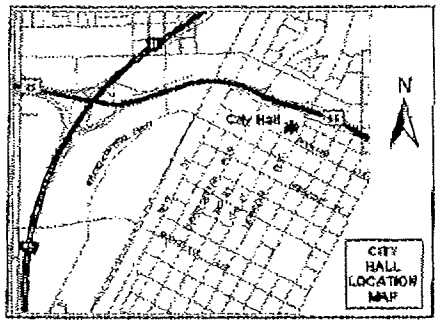
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37871
City Council Meeting of 7/7/2010

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MAILED FROM ZIPCODE 891(

RECEIVED
2010 JUN 28 P 4:49
CITY CLERK

STILES KAREN S & DENNIS M
9853 DOUBLE ROCK DR
LAS VEGAS NV 89134-6420

APN#13819416015

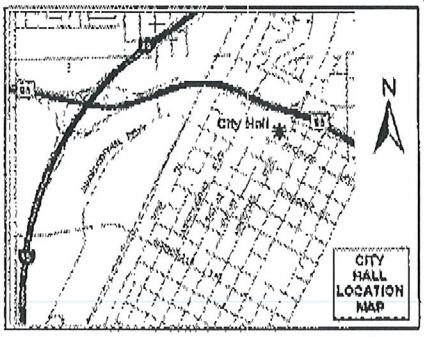
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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

RECEIVED
MAY 17 2010

41P

05/18/2010 05:19 7027990811 JOHN F MILLER PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
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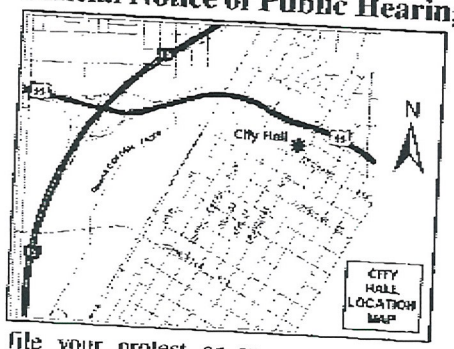

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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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

RECEIVED
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

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
02 1M $00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

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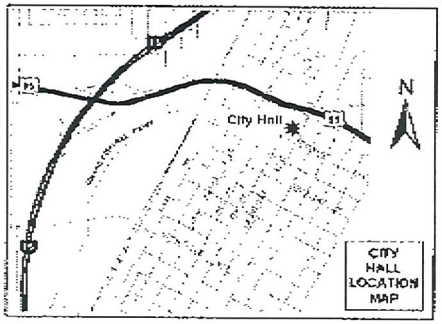
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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

41A

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MAY 18 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 14 2010
MAILED FROM ZIP CODE 89101

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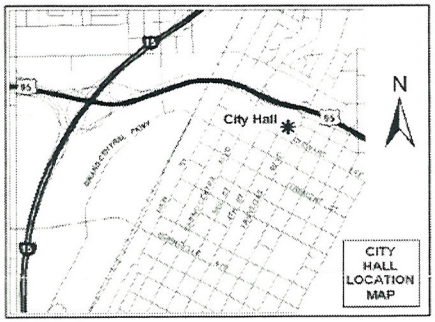
Official Notice of Public Hearing



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MAY 19 2010

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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

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

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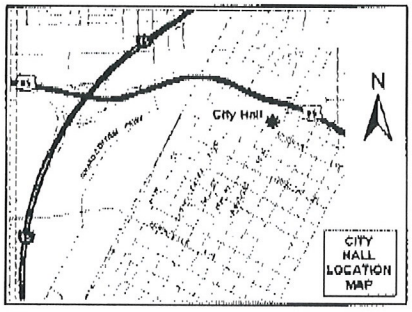

Sale of alcohol

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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

Please use available blank space on card for your comments.

SUP-37871

Planning Commission Meeting of 5/27/2010

5/25

CAVDS11 89134

RECEIVED
MAY 19 2010

41A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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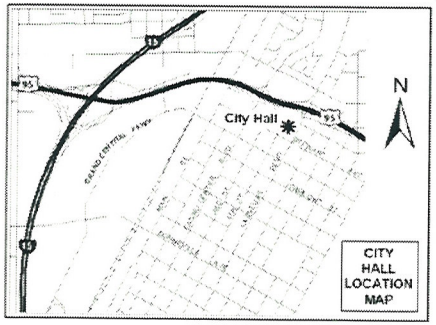
UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
MAY 14 2010
MAILED FROM ZIP CODE 89101

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.

SUP-37871
Planning Commission Meeting of 5/27/2010

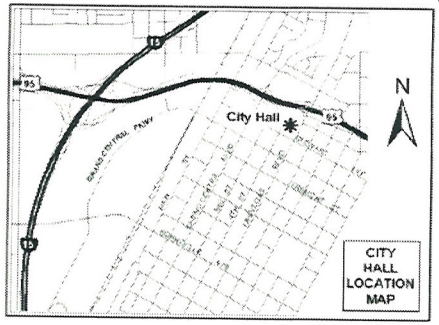
RECEIVED
MAY 19 2010

Case: SUP-37871
13819617036
MULLIGAN ANDREW P & HELENE A
9516 CLOUDCROFT AVE
LAS VEGAS NV 89134-6230

4|A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-37871

Planning Commission Meeting of 5/27/2010

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02 1M 0004279218 $ 00.41⁴ MAY 14 2010

MAILED FROM ZIP CODE 89101

We can never have too many good ethnic restaurants!

RECEIVED MAY 19 2010

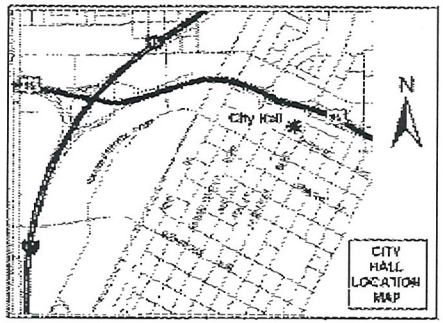
Case: SUP-37871

13819319024
KNAPP KEVIN
1930 VILLAGE CENTER CIR #3-311
LAS VEGAS NV 89134-6299

41A

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-37871

Planning Commission Meeting of 5/27/2010

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UNITED STATES POSTAGE

02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

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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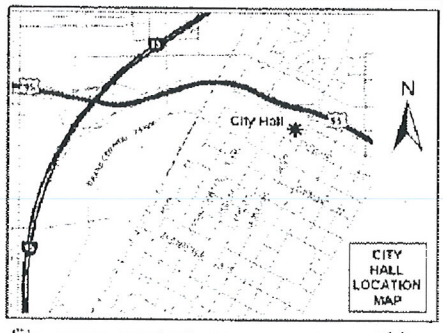
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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-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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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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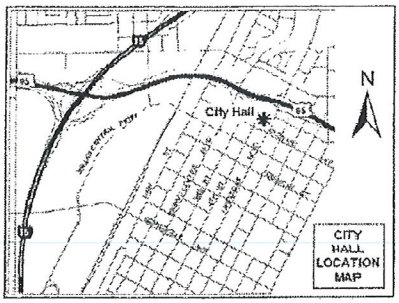

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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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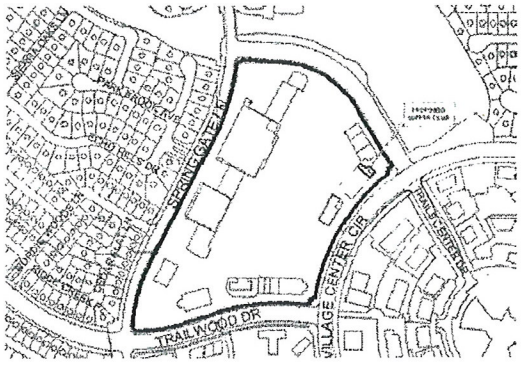
MAY 18 2010

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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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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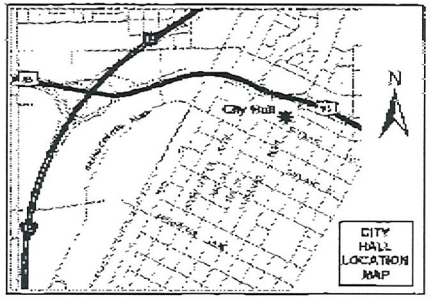

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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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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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0004279218 MAY 14 2010
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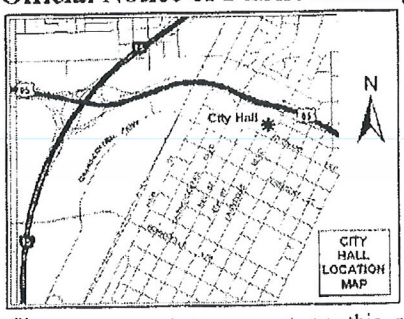

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37871

Planning Commission Meeting of 5/27/2010

Case: SUP-37871
13820413017
TOURNAMENT PLAYERS CLUB
1700 VILLAGE CENTER CIR
LAS VEGAS NV 89134-6302

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City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 7, 2010

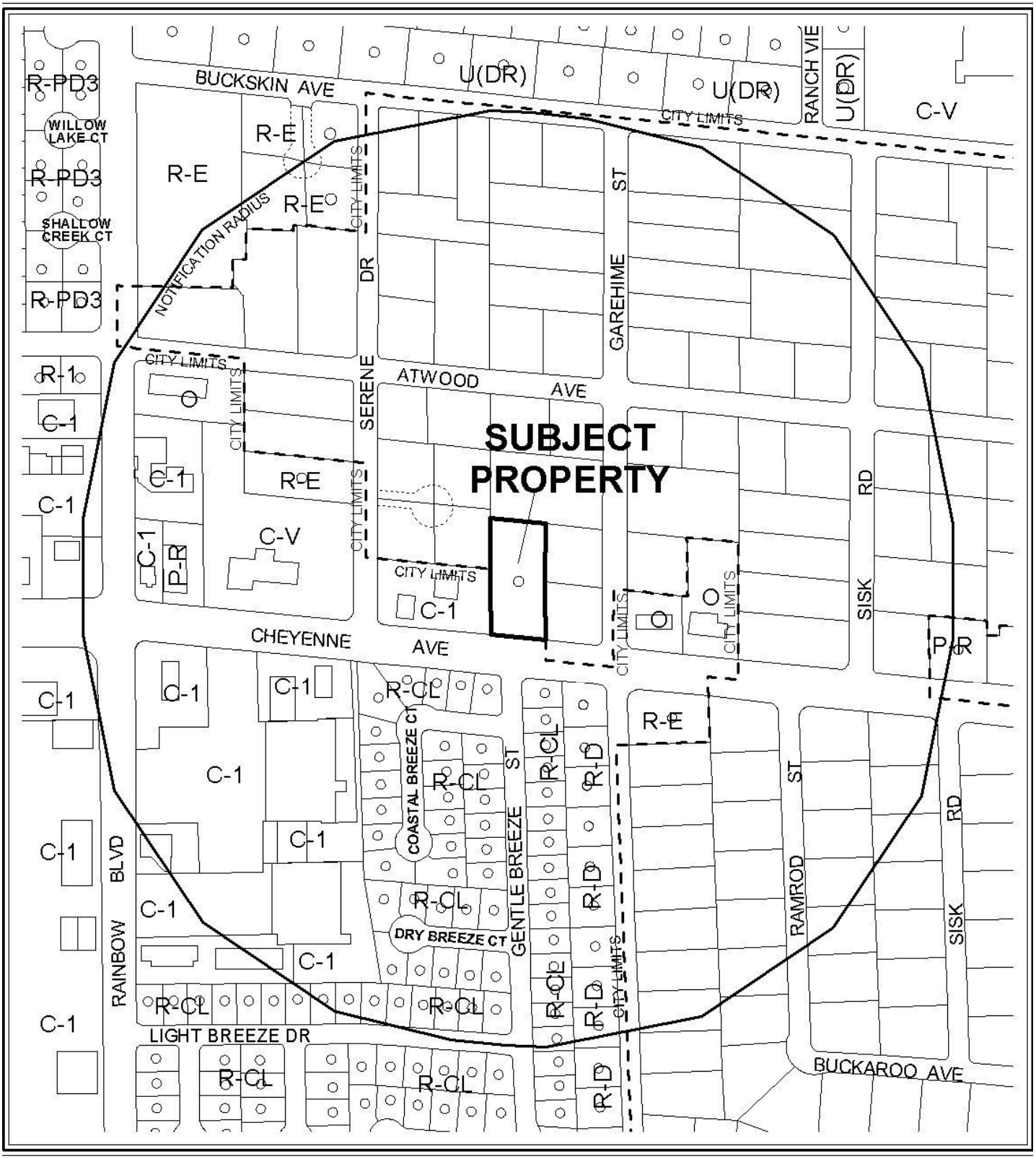
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37892 - ABEYANCE ITEM - 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	**7**	**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. Protest Postcard
7. Backup referenced from the May 27, 2010 Planning Commission Meeting for SUP-37892



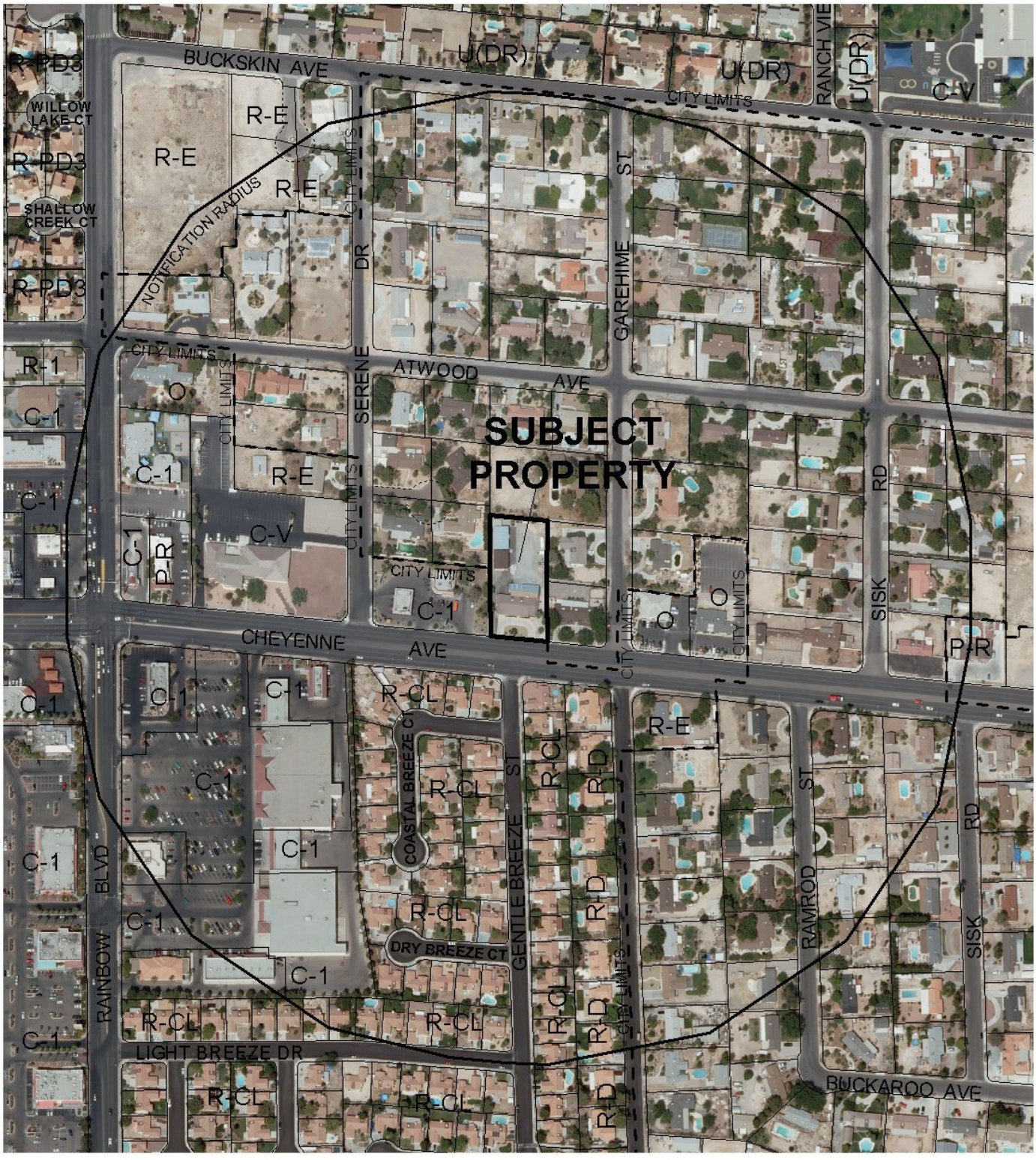
0 300 600 Feet

CASE: **SUP-37892**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



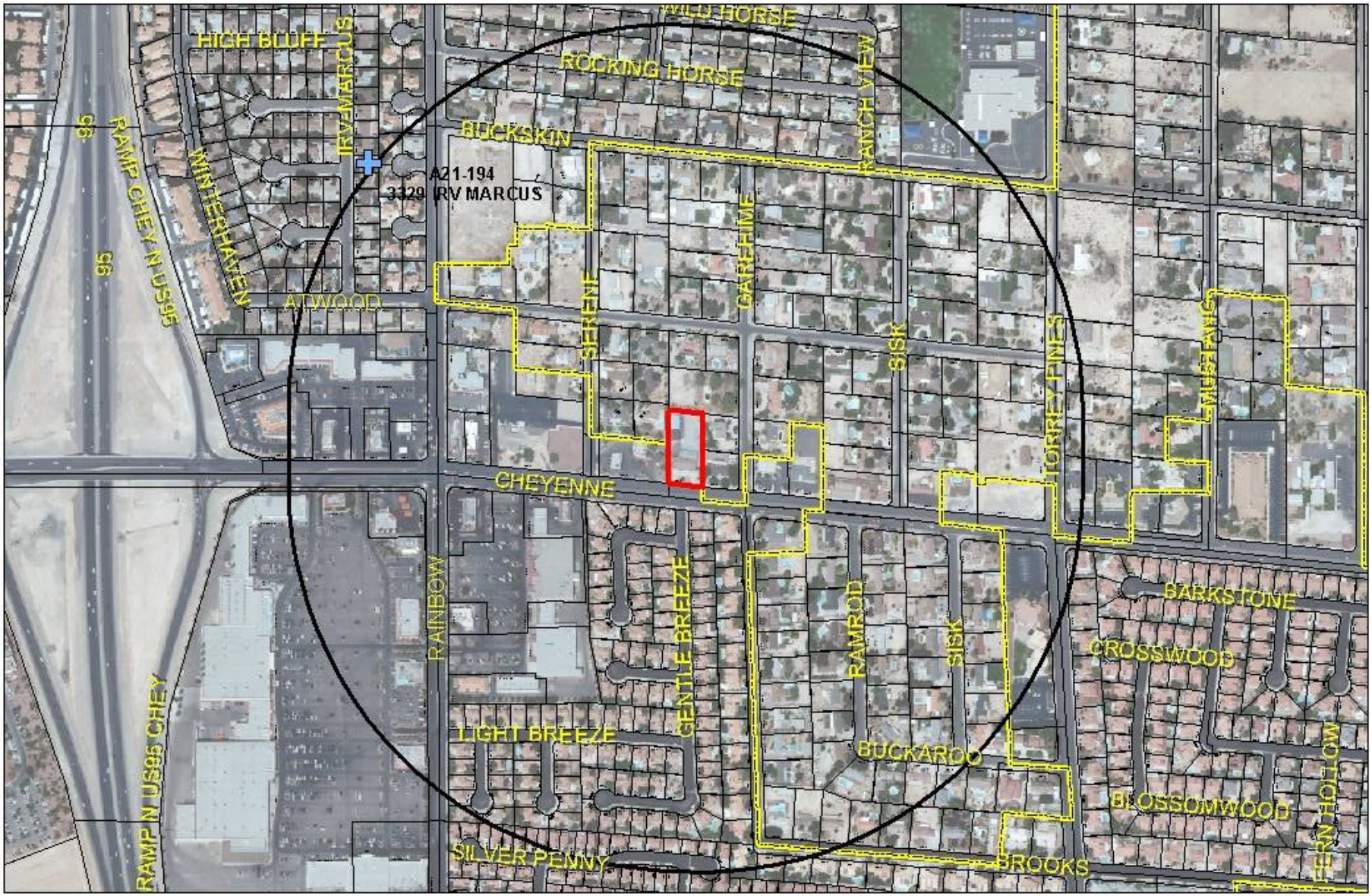
0 300 600 Feet

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 21, 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 21, 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

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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:

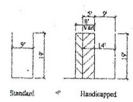
BUILDING HEIGHT
Allowed: 35' MAX
Provided: 16'.6"

BUILDING COVERAGE
Allowed:
Provided: 11%

BUILDING AREAS
EXIST. RESIDENCE = 3508 SF
EXIST. GARAGE = 502 SF
EXIST. STORAGE/GAR. = 1200 SF
TOTAL 5210 SF



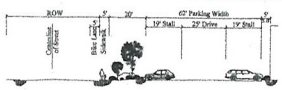
Fire Turning Radius



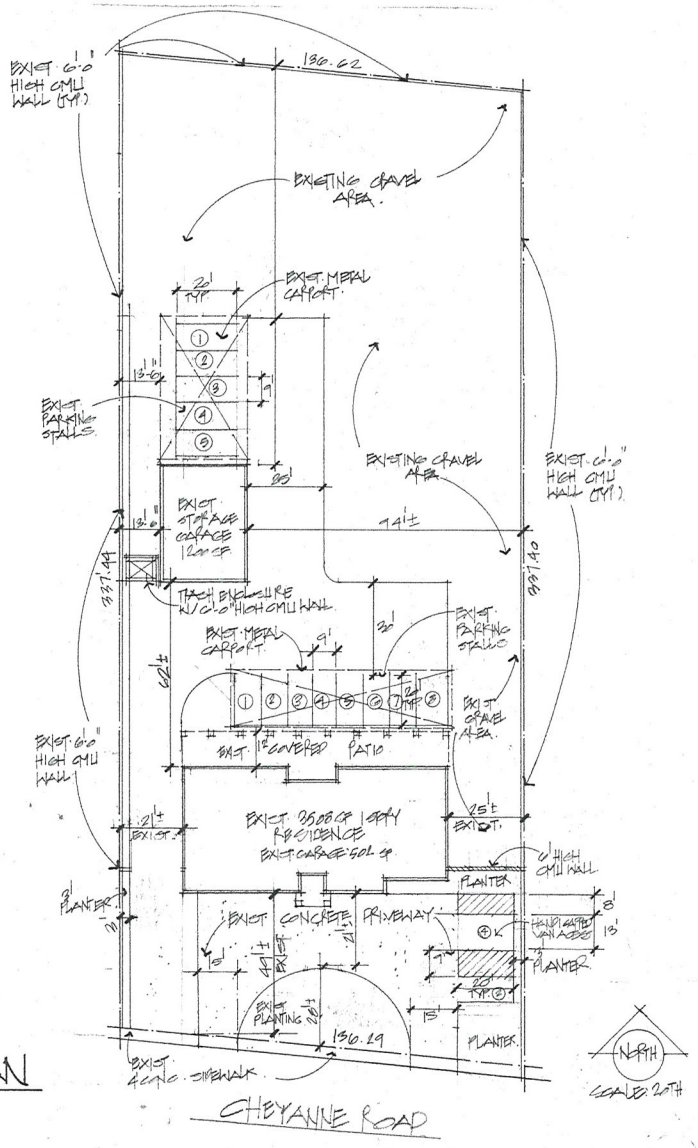
Typical Parking Spaces



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

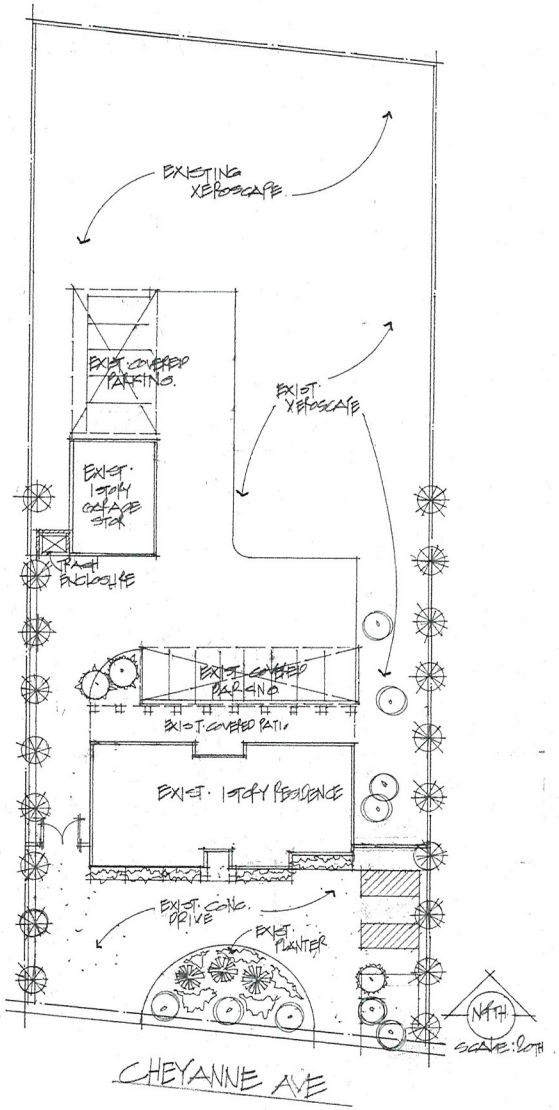
1
of 4

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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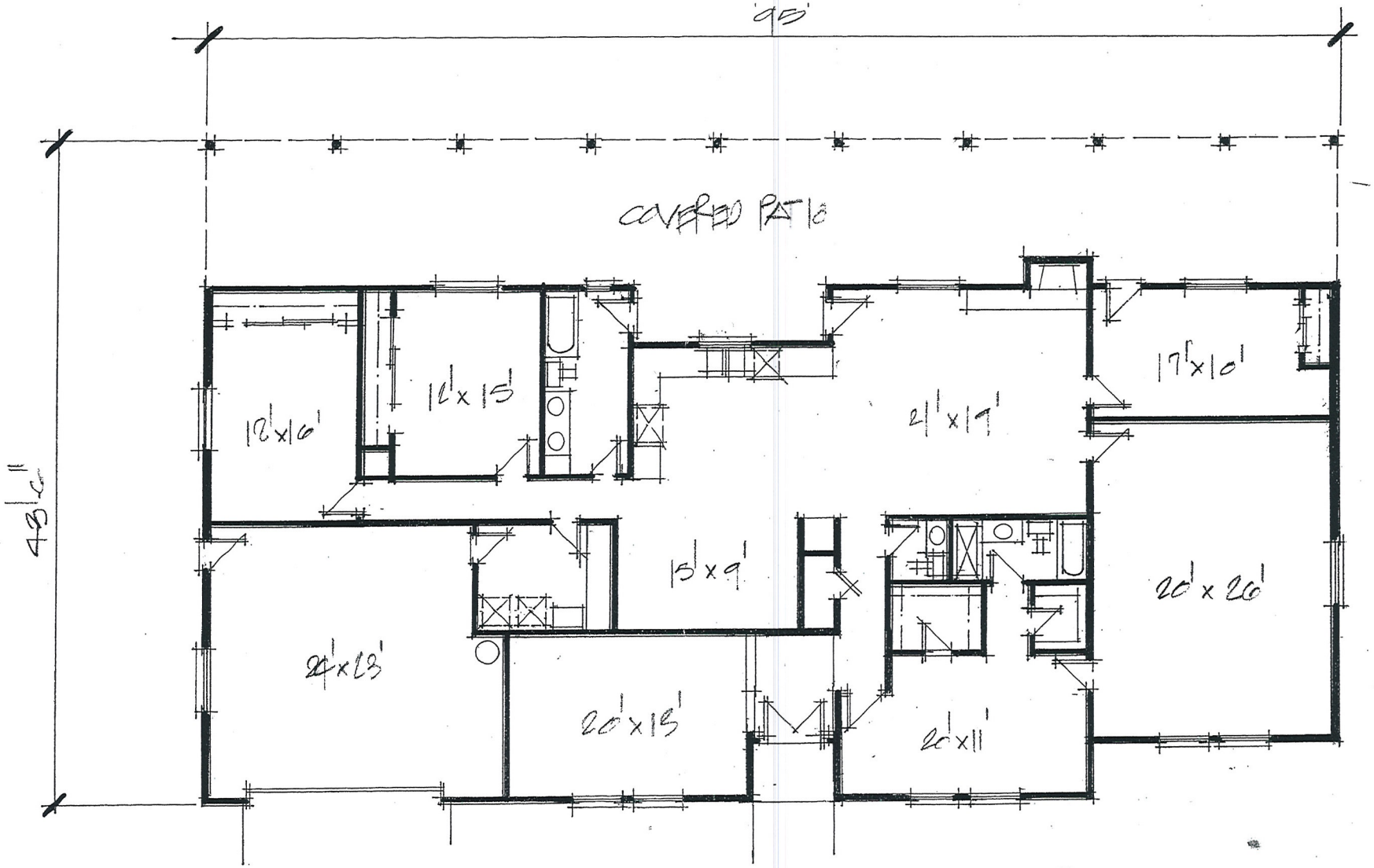
LANDSCAPE PLAN

SUP-37892
REVISED



PRELIM FLOOR PLAN 3502 SQ. FT + (500 SF. GARAGE)

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SUP-37892

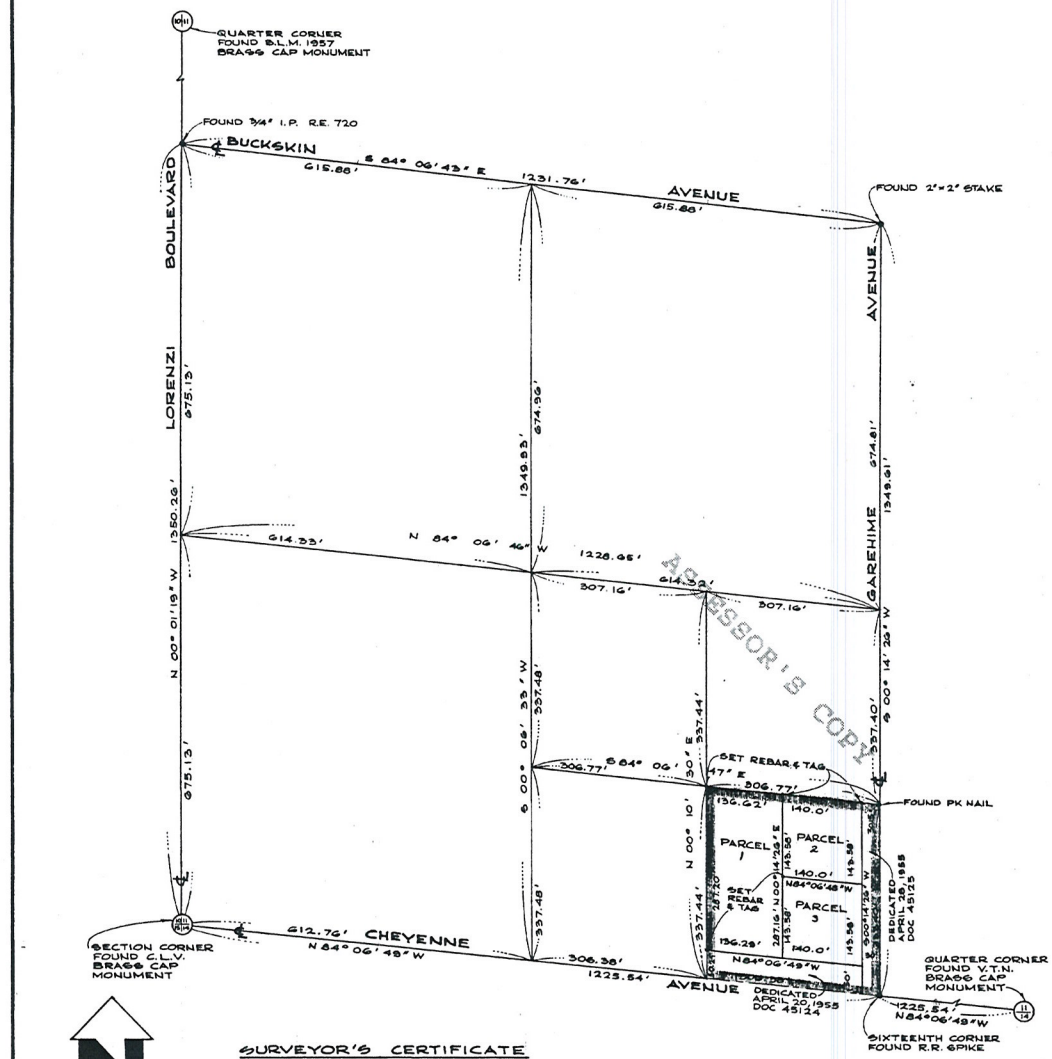
DRAWING NUMBER PARCEL FILE 2 PAGE 14

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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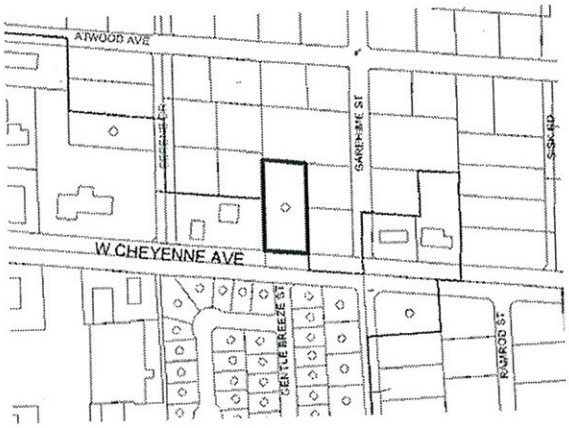
APR 08 2010
SUP-37892

Application Information

SUP-37892 - 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).

Please Keep Cheyenne Ave. Commercial where businesses close at 10 pm. We need Taxes!! I object to this facility that is too close to my back yard. This neighborhood should have PRIVATE HOMES with families not people robbing Seniors of their Soc. Security $. There are Too many ambulances on Cheyenne due to the hospital + there is a care facility at Jones + Cheyenne. Please keep our area Residential/Rural. =>

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***July 7, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers
	400 Stewart Avenue
	Las Vegas, Nevada

Mr + Mrs Roy Cameron

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

Sets a precedent for other types of social service residences / half way houses.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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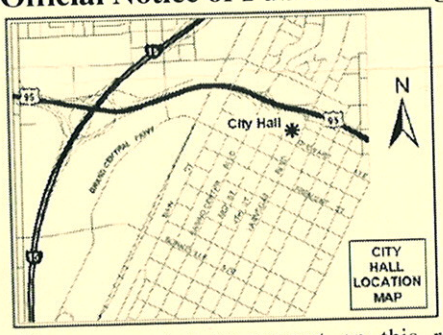

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37892
City Council Meeting of 7/7/2010

PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218
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JUN 24 2010
MAILED FROM ZIP CODE 89101

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2010 JUL -1 A 11:58

CAMERON ROY EUGENE & CAROLYN L
6635 ATWOOD AVE
LAS VEGAS NV 89108-4913

Submitted after final agenda
APN#13811406003
Date 7/1/10 Item 99

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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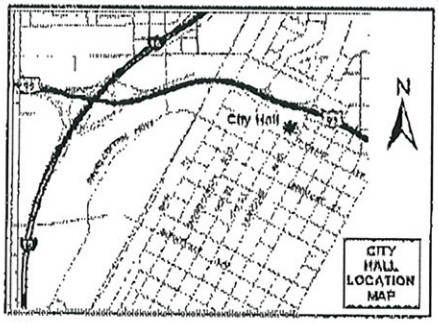

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SUP-37892
City Council Meeting of 7/7/2010

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2010 JUN 29 P 4:33

WONG PAUL A LIVING TRUST
WONG STEPHANIE L J REV LIV TR
6485 ATWOOD AVE
LAS VEGAS NV 89108-4909

APN#13811408001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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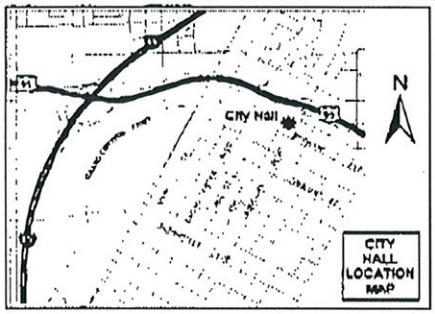

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SUP-37892
City Council Meeting of 7/7/2010

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2010 JUN 29 P 4:33

FLETCHER FAMILY TRUST
FLETCHER JAMES F & COLLEEN M
3264 N SISK RD
LAS VEGAS NV 89108

APN#13811408005

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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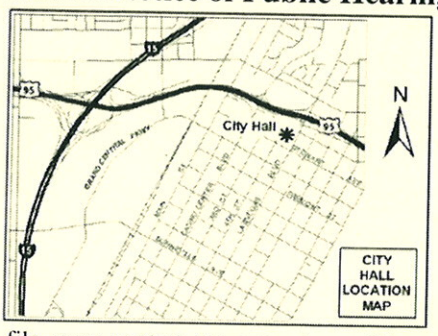

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-37892

City Council Meeting of 7/7/2010

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2010 JUL -6 P 1:17
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CATES JEFFERY G & GLENDA L
3163 RAMROD ST
LAS VEGAS NV 89108-4312

APN#13814112016

Application Information

SUP-37892 - 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).

We oppoze special use permit for both Group Residential Care Facilities.

Jeff + Glenda Cates
3163 Ramrod St
Las Vegas NV 89108

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***July 7, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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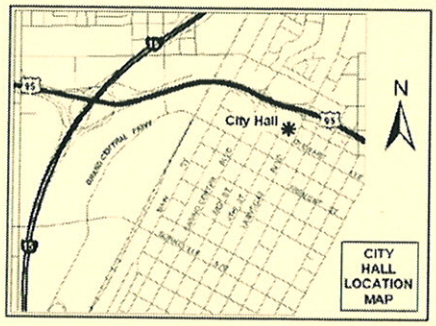

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-37892

City Council Meeting of 7/7/2010

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COX JOSEPH MARION & JO ANN
6540 ATWOOD AVE
LAS VEGAS NV 89108-4912

APN#13811403011

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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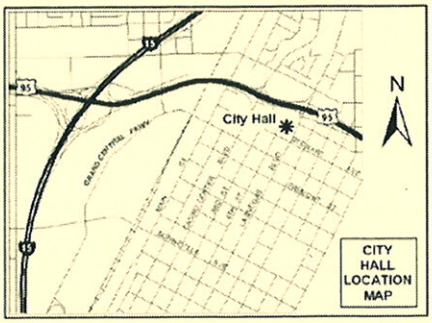

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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City Council Meeting of 7/7/2010

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ROBERTS JAY R & BARBARA G
3385 N GAREHIME ST
LAS VEGAS NV 89108-4934

APN#13811402005

Submitted after final agenda
Date 7/7/10 Item 99

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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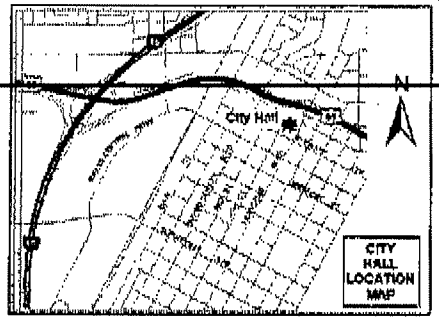

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SUP-37892
City Council Meeting of 7/7/2010

WONG PAUL A LIVING TRUST
WONG STEPHANIE L J REV LIV TR
6485 ATWOOD AVE
LAS VEGAS NV 89108-4909

APN#13811408001

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2010 JUN 28 P 3:22

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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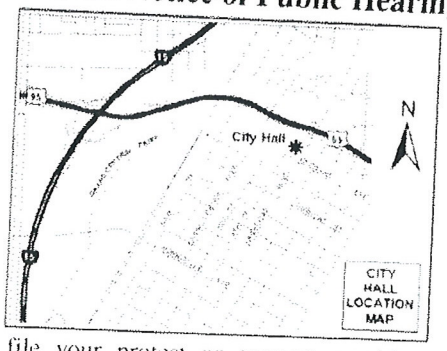

THERE IS ALREADY ONE to MANY GROUP HOMES IN OUR NEIGHBORHOOD. TO MANY STRANGE PEOPLE WALKING OUR ONCE QUIET STREETS.

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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MAY 17 2010

Case: SUP-37892

13811402008
FORTE JOSEPH & DONNA
3365 GAREHIME
LAS VEGAS NV 89108-4934

43P

05/15/2010 11:40 FAX 6563564

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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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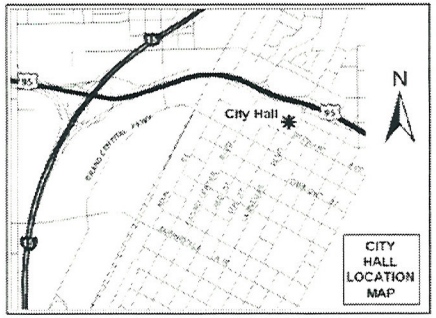

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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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0004279216 MAY 14 2010
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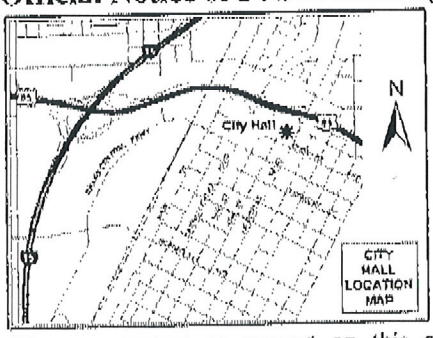

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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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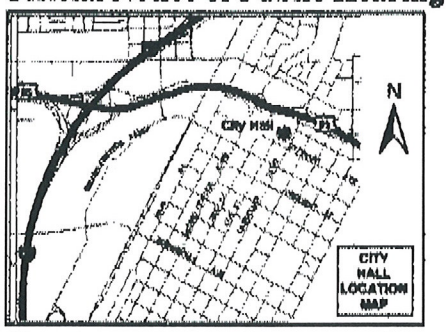
MAY 19 2010

43P

[redacted] MAILED FROM ZIPCODE 89101

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-37892

Planning Commission Meeting of 5/27/2010

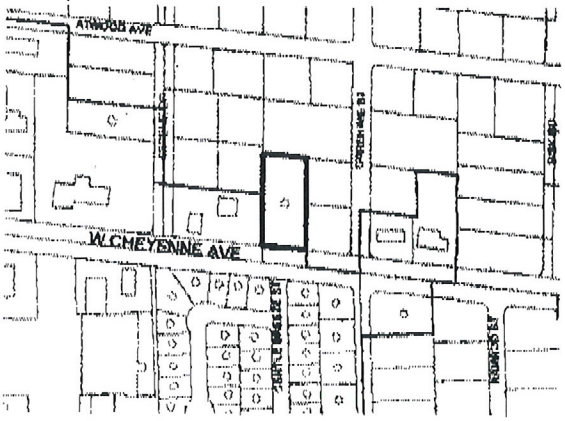
Case: SUP-37892

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.

RECEIVED

MAY 19 2010

43A

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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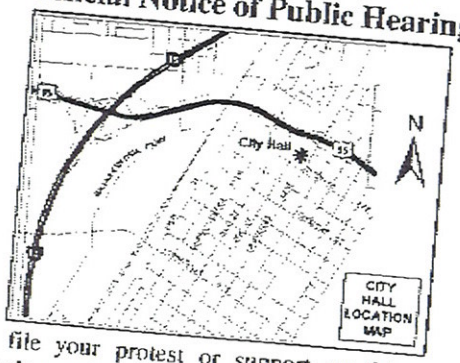
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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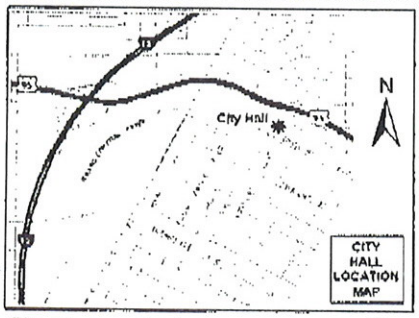
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

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

RECEIVED
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

PRESORTED FIRST CLASS

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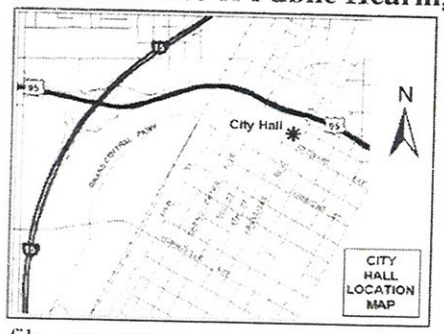
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-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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FIRST CLASS

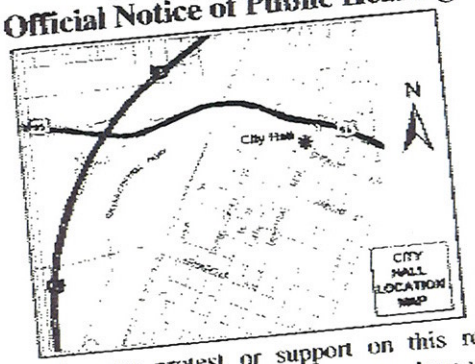
$00.41

MAILED FROM ZIPCODE 89101

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-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.: **90.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

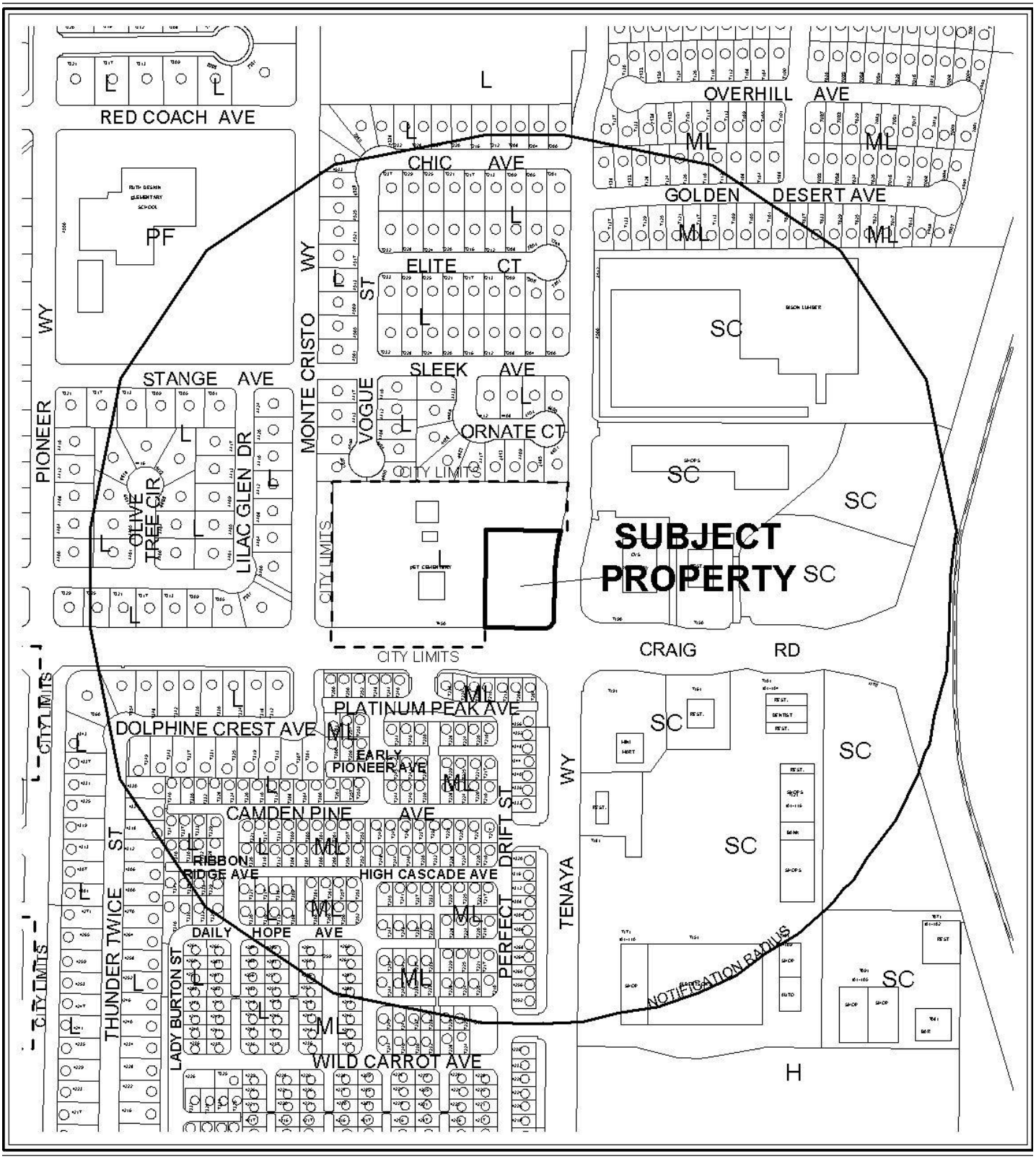
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-37823 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CT-1, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 1.00 acres at 7204 West Craig Road (APN 138-03-201-009), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**0**
City Council Meeting	**3**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report – GPA-37823, ZON-37824 and SDR-37940
3. Supporting Documentation
4. Photos - GPA-37823, ZON-37824 and SDR-37940
5. Justification Letter - GPA-37823, ZON-37824 and SDR-37940
6. Protest Postcards for GPA-37823, ZON-37824 and SDR-37940
7. Backup referenced from the June 24, 2010 Planning Commission Meeting for GPA-37823 and ZON-37824



0 300 600 Feet

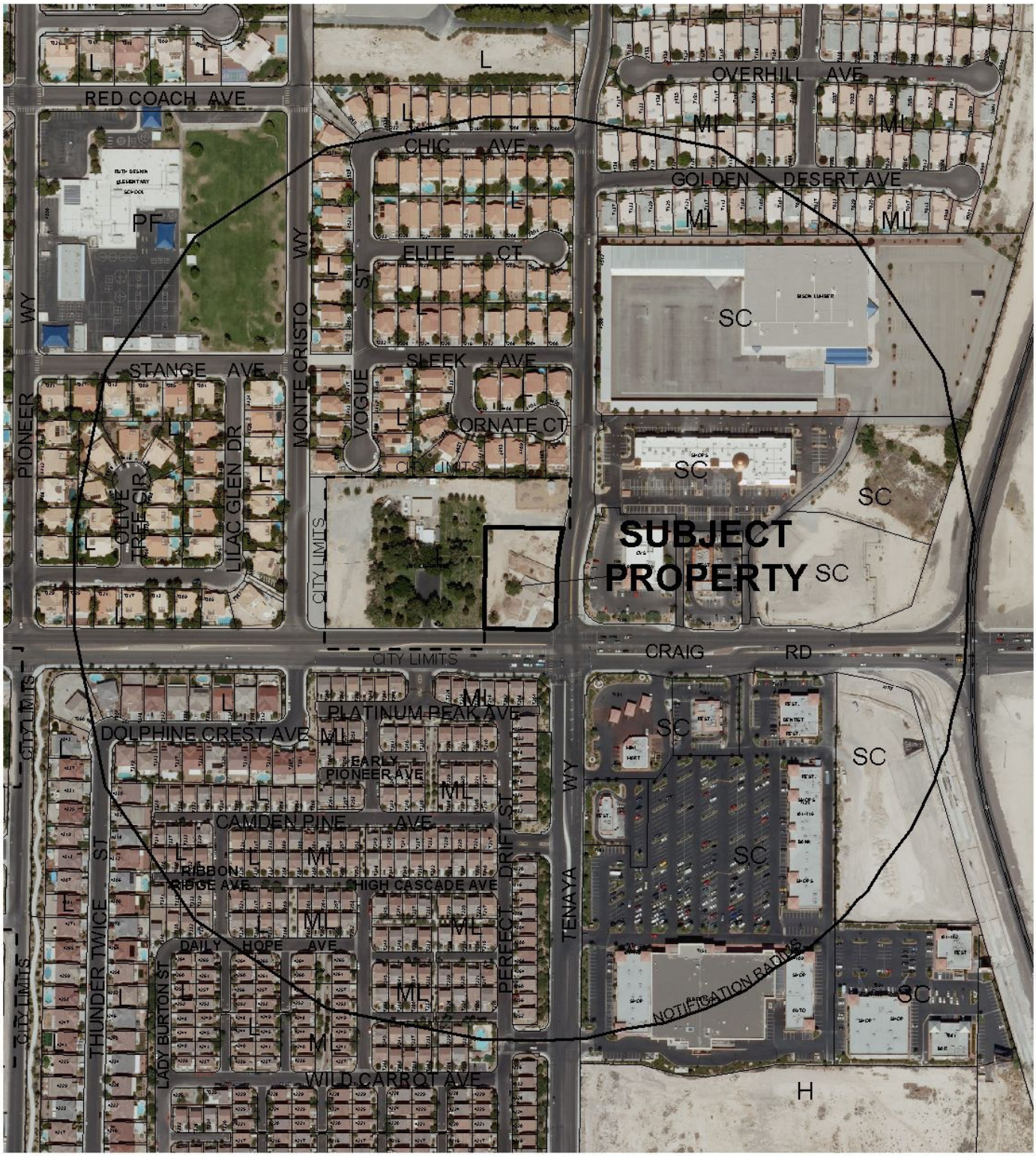
CASE: **GPA-37823**

RADIUS: 1000 FT

GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
SC (SERVICE COMMERICAL)

N



0 300 600 Feet

CASE: **GPA-37823**

RADIUS: 1000 FT

GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
SC (SERVICE COMMERICAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CT-1, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37823	Staff recommends APPROVAL.	
ZON-37824	Staff recommends APPROVAL.	GPA-37823
SDR-37940	Staff recommends APPROVAL, subject to conditions:	GPA-37823 ZON-37824

** CONDITIONS *

GPA-37823 CONDITIONS

Planning and Development

1. Approval is for O (Office).

ZON-37824 CONDITIONS

Planning and Development

1. Approval is for O (Office).

DR

SDR-37940 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 principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan, date stamped 05/05/10, landscape plan, and building elevations, date stamped 04/13/10, except as amended by conditions herein.

3. A Waiver from Title 19.12.040 is hereby approved to allow a zero-foot buffer along the south perimeter where fifteen feet is required.

4. An Exception from 19.12.040 is hereby approved, to allow seven parking lot trees where eight are required.

5. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

6. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

7. 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 to include four additional trees within the perimeter buffer areas.

8. 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.

9. 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).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets. The trash enclosure shall be screened, gated, with a roof or trellis.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. 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.

13. 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.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Grant pedestrian walkway easements for all public sidewalks not located within public right-of-way.

16. 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. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

17. 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.

18. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all

development access drives and abutting street intersections.

19. Submit an Encroachment Agreement for all landscaping, if any, located in the public right-of-way adjacent to this site prior to occupancy of this site.

20. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

21. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

Staff Report Page One
July 21, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a General Plan Amendment and Rezoning to amend a portion of the Centennial Hills Sector of the General Plan (GPA-37823) from L (Low Density Residential) to SC (Service Commercial) and to Rezone (ZON-37824) the site from R-E (Residence Estates) to C-1 (Limited Commercial) at 7204 West Craig Road. The subject site has a current land use designation of L (Low Density Residential), is zoned R-E (Residence Estates) and contains a single-family residence. The proposed land use designation of SC (Service Commercial) and rezoning of C-1 (Limited Commercial) would allow uses that are compatible with the existing surrounding land uses. The proposed 4,195 square foot building meets all of Title 19 requirements except for one parking lot tree and four perimeter trees. Staff can support the exception for one parking lot tree as this is minimal in nature. The applicant has agreed to plant four additional trees in the perimeter landscape buffer areas; a condition of approval has been added to address this. Staff supports the waiver along the south perimeter as it is minor in nature and meets the intent of Title 19.12.040G for street landscaping along major arterials. Staff recommends approval. If denied, the site would remain as a single-family residential use.

ISSUES

- The proposed amendment and rezoning are compatible with the existing adjacent RS (Residential Suburban) – Clark County Designation, ML (Medium-Low Density Residential) and SC (Service Commercial) designations and current uses.
- The proposed site plan is consistent with Title 19.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc and Property Sales	
10/18/06	The City Council approved a request for an Annexation (ANX-15018) of approximately 1.0 acres at 7450 West Craig Road. The Planning Commission recommended approval of the request. The Annexation became effective 10/27/06.
10/03/08	A Code Enforcement citation (#70416) was issued for an abandoned house; dead trees and grass with high vegetation. Code Enforcement closed the case on 02/12/09.
10/15/08	A Code Enforcement citation (#70660) was issued for a referral from Streets and Sewers regarding a tree leaning from the back yard onto wall over onto Tenaya; the property was vacant. Code Enforcement closed the case on 10/20/08.
02/23/09	A deed was recorded for a change of ownership.
08/28/09	A Code Enforcement citation (#81333) was issued for homeowners that cut tree branches and left them piled on front yard for approximately two months. The house is now vacant. This case has not been resolved.

12/17/09	The Planning Commission, at the request of the applicant, withdrew without predjuice requests for Rezoning (ZON-35867) from R-E (Residence Estates) to C-1 (Limited Commercial); General Plan Amendment (GPA-35866) to amend a portion of the Centennial Hills Sector Plan of the General Plan from L (Low Density Residential) to SC (Service Commercial) at 7204 West Craig Road.
05/27/10	The Planning Commission held in abeyance GPA-37823, ZON-37824 and SDR-37940 to the June 24, 2010 Planning Commission meeting.
06/24/10	The Planning Commission (6-1 vote/ke) recommended APPROVAL of companion items, ZON-37824 (6-1 vote/ke) and SDR-37940 (6-1 vote/vq) concurrently.
Related Building Permits/Business Licenses	
There are no Building Permits or Business Licenses that are pertinent to the subject site.	
Pre-Application Meeting	
08/19/09	A pre-application meeting with the applicant was held where elements of submitting a General Plan Amendment were discussed. Topics included: • Title 19 Zoning Code Requirements • Meeting Dates and Deadlines • Submittal requirements for associated applications to Rezone and Site Development Plan Review for a proposed 2,772 square-foot Restaurant with a Drive-Through were also discussed.
Neighborhood Meeting	
04/12/10	A neighborhood meeting was held from 6:00 pm to 7:00 pm in the Student Theater room of Judge Myron E. Leavitt Middle School, 4701 Quadrel Street, Las Vegas, NV, 89129. There were 14 members of the general public, one representative for the developer, and one staff member from the Planning and Development Department. The following issues were discussed: • A member of Public inquired about the 50-foot height of the building. The applicant stated that height and a single story is required by the proposed bank tenant. The applicant added that an Office development would require multi-story parking. • The developer was asked if other sites had been considered. A citizen stated they would prefer the pet cemetery owners would purchase this site and expand [the pet cemetery]. • There was an inquiry about other than bank use if zoning was approved. A similar concern was that the property might be "flipped" after being rezoned. • Several members of the public expressed concern this request will create a precedent for commercial zoning along Craig Road west of Tenaya, and concern those vacant parcels at Craig and Buffalo could be rezoned to commercial. • The applicant indicated the current state of the site is dangerous. • There was also a concern of speaker noise from drive-up tellers. • A citizen wanted to know if the driveway to Tenaya could be eliminated.

Field Check	
09/17/09	During a routine site inspection staff observed a vacant single-family residence with a large pile of branches and debris in the front yard.

Details of Application Request	
Site Area	
Gross Acres	1.00 Acre

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single-Family Residence	L (Low Density Residential)	R-E (Residence Estates)
North	Pet Cemetery	RS (Residential Suburban) – Clark County Designation	R-E (Rural Estates Residential) – Clark County Designation
South	Single-Family Residences	ML (Medium-Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units Per Acre)
East	Retail Development	SC (Service Commercial)	C-1 (Limited Commercial)
West	Pet Cemetery	RS (Residential Suburban) – Clark County Designation	R-E (Rural Estates Residential) – Clark County Designation

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 19.08 Development Standards, the following standards apply

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	173 Feet	Y
Min. Setbacks			
• Front (north property line)	20 Feet	90 Feet	Y
• Corner Side (east property line)	15 Feet	86 Feet	Y
• Side (west property line)	10 Feet	27 Feet	Y
• Rear (south property line)	20 Feet	74 Feet	Y
Max. Lot Coverage	50%	10%	Y
Max. Building Height	17 Feet	Feet	N/A
Trash Enclosure	Screened, Gated, w/ Roof or Trellis	As Conditioned	As Conditioned
Mech. Equipment	Screened	As Conditioned	As Conditioned

Pursuant to Title 19.12, the following landscaping standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	9 Trees	7 Trees	
• South	1 Tree / 20 Linear Feet	7 Trees	5 Trees	By
• East	1 Tree / 30 Linear Feet	11 Trees	10 Trees	Condition
• West	1 Tree / 20 Linear Feet	9 Trees	9 Trees	
TOTAL PERIMETER TREES		**36 Trees**	**31 Trees**	**By condition**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	8 Trees	7 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		8 Feet	Y
• South	15 Feet		15 Feet	Y
• East	15 Feet		15 Feet	Y
• West	8 Feet		8 Feet	Y
Wall Height	Walls are not required		6 feet	N/A

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, General (with Drive-Thru)	4,195	1/200	20	1	26	2	Y
TOTAL (including handicap)			21		28		Y

Waivers		
Requirement	**Request**	**Staff Recommendation**
15 Feet	To allow a zero-foot perimeter landscape buffer along the south perimeter.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	To allow 7 trees where 8 trees are required	Approval

Pursuant to the interlocal agreement with Clark County, General Plan Amendments are forwarded to them for comment. Please find their comments below.

"Tenaya Way has been the demarcation line for the commercial and more intense uses to the east and the residential and less intense uses to the west. Circumstances have not substantially changed in the area to warrant commercial encroachment to the west of Tenaya or approval of these applications".

ANALYSIS

The subject site is located in the Centennial Hills Sector of the General Plan and has a current General Plan designation of L (Low Density Residential) and Zoning of R-E (Residence Estates). This is a proposal to amend the General Plan designation to SC (Service Commercial) and Rezone to C-1 (Limited Commercial). The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate. The proposed Service Commercial General Plan designation is compatible with the existing surrounding cemetery, residential and commercial uses.

The proposed 4,195 square foot building meets all of Title 19 requirements except for one parking lot tree and four perimeter trees. Staff can support the exception for one parking lot tree as this is minimal. The applicant has agreed to plant four additional trees in the perimeter landscape buffer areas, a condition of approval has been added to address this. The applicant has proposed perimeter landscaping buffers along the south perimeter of the subject property to conform to Title 19.12.040.G landscaping requirements along arterial streets. A five-foot landscape buffer will be located within the public right-of-way with an additional ten-foot buffer located behind the proposed sidewalk. Staff supports this request as it allows for a detached sidewalk but does not require trees to be eliminated for sight visibility for the drive way on Craig Road.

FINDINGS (GPA-37823)

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 proposed amendment is compatible with the existing adjacent RS (Residential Suburban) – Clark County Designation, ML (Medium-Low Density Residential) and SC (Service Commercial) designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

The zoning designations allowed by the proposed amendment are compatible with the existing adjacent land use and zoning designations.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is accessed by Craig Road, a 100-foot Primary Arterial, and Tenaya Way an 80-foot Secondary Collector, as designated by the Master Plan of Streets and Highways, which are adequate to serve the requirements of the Restaurant with a Drive-Through use. The subject site will be served by existing utilities, transportation and other facilities, which are adequate for the Restaurant with a Drive-Through use.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed amendment meets the following Policy of the 2020 Master Plan:
   POLICY 2.1.3: Those urban hubs at the intersections of primary roads, containing a mix of residential, commercial and office uses are supported.

FINDINGS (ZON-37824)

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-1 (Limited Commercial) zoning district is consistent with the proposed SC (Service Commercial) General Plan designation on 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 uses allowed by the C-1 (Limited Commercial) zoning district are compatible with the surrounding land uses and zoning district.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The subject site is surrounded by a pet cemetery to the north and west; and commercial uses to the east and southeast and is no longer appropriate for a residential use.

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 both Craig Road, a 100-foot Primary Arterial, and Tenaya Way, an 80-foot Secondary Collector as designated by the Master Plan of Streets and Highways. These thoroughfares are capable of accommodating the traffic flow for the proposed zoning district.

FINDINGS (SDR-37490)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with adjacent development and development in the area.

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 conditioned the proposed development is consistent with all adopted city plans, policies and standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided from Craig Road, a 100-foot Primary Arterial and Tenaya Way, an 80-foot Secondary Collector as designated by the Master Plan of Streets and Highways. This street will provide adequate access and will accommodate the traffic generated by the proposed development.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for the area and consistent with other commercial sites within the City. Landscape materials are appropriate in type, size and quantity 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 building elevations, design characteristics and architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance. In addition, 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 Site Development Plan Review will not impact public health, safety, or welfare since the development will be subject to the International Building Code and City inspections during construction.

PLANNING COMMISSION ACTION

There were seven speakers at the Planning Commission hearing, the majority opposed.

NOTE: The Planning Commission recommended approval of O (Office).

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 356 (By City Clerk)

APPROVALS 2

PROTESTS 6

CONCERNS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37823** APN: 138-03-201-009

Name of Property Owner: CT-1 LLC

Name of Applicant: CT-1 LLC

Name of Representative: Warren B Hardy II

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: Bradley Shultis

Print Name: Bradley Shultis

Subscribed and sworn before me

This 31 day of March, 20 10

ALISON M. MILLER
Notary Public State of Nevada
No. 97-0128-1
My appt. exp. Jan. 26, 2013

Notary Public in and for said County and State

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 7204 W. Graig Road

Project Name Financial Institution **Proposed Use** Bank

Assessor's Parcel #(s) 138-03-201-009 **Ward #** 4

General Plan: existing L proposed SC **Zoning:** existing R-E proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** 4195sf

Gross Acres 1.0 net **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER CT-1, LLC **Contact** Alison Miller

Address 4375 Polaris Ave #4 **Phone:** (702) 304-1936 **Fax:** _____

City Las Vegas **State** Nv **Zip** 89103

E-mail Address alison@crestridgellc.com

APPLICANT CT-1, LLC **Contact** Alison Miller

Address 4375 Polaris Ave #4 **Phone:** (702) 304-1936 **Fax:** _____

City Las Vegas **State** Nv **Zip** 89103

E-mail Address _____

REPRESENTATIVE The Hardy Consulting Group **Contact** Warren Hardy

Address 5070 Arville Street, Suite 4a **Phone:** (702) 408-6666 **Fax:** (702) 543-4098

City Las Vegas **State** Nv **Zip** 89118

E-mail Address wbhardy2@gmail.com

Property Owner Signature* Bradley C Shultis

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bradley C Shultis

Subscribed and sworn before me

This 2 day of April, 20 10.

Notary Public in and for said County and State

ALISON M. MILLER
Notary Public State of Nevada
No. 97-0128-1
My appt. exp. Jan. 26, 2013

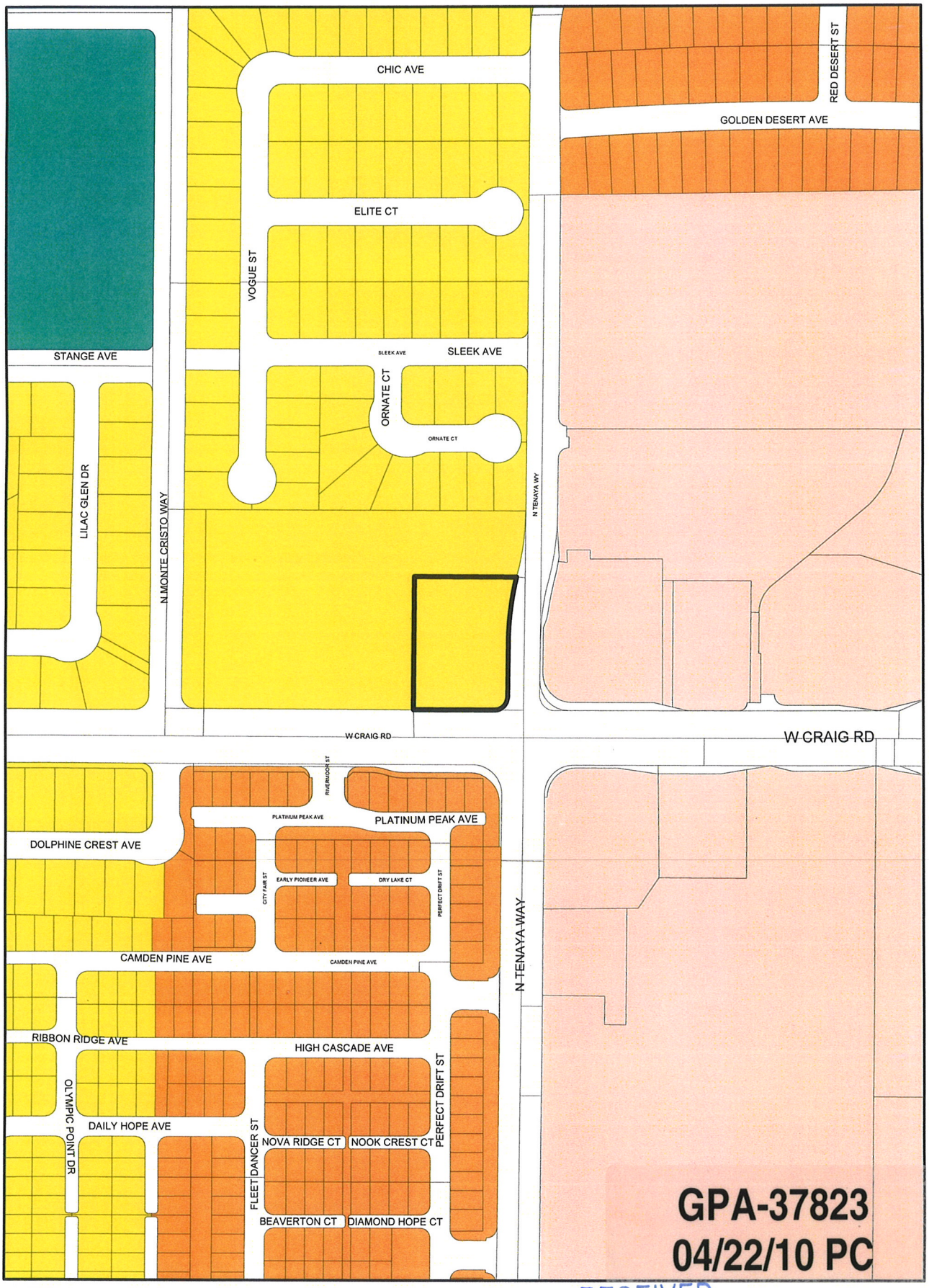
FOR DEPARTMENT USE ONLY

Case #	GPA-37823
Meeting Date:	4/22/10
Total Fee:	1,550
Date Received:*	4/2/10
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

GENERAL PLAN AMENDMENT Parcel: 138-03-201-009



Rural Neighborhood Preservation
Rural Estates
Desert Rural
Rural
Low
Medium - Low
Medium - Low Attached
Medium
High
Office
Service Commercial
General Commercial
Tourist Commercial
Las Vegas Medical District
Light Industrial / Research
Planned Community Development
Downtown Redevelopment Area
Park / Recreation / Open Space
Public Facility
Public Facility - School
Public Facility - Clark County
Town Center
Resource Conservation
Downtown - Commercial
Downtown - Mixed Use
Not in City
Right - of - Way

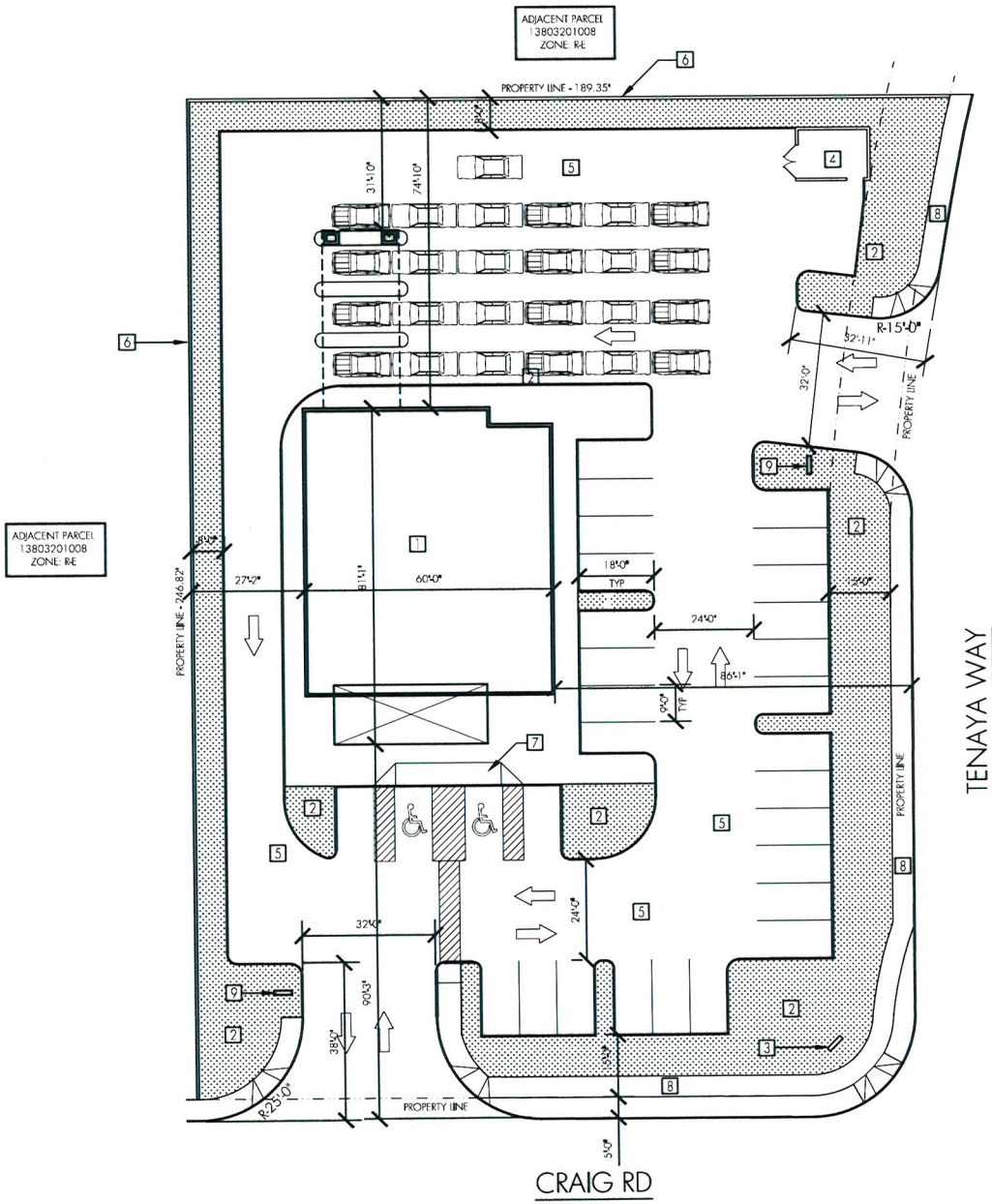
RECEIVED
APR 02 2010

From L to SC

Data Current as of: March 31, 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



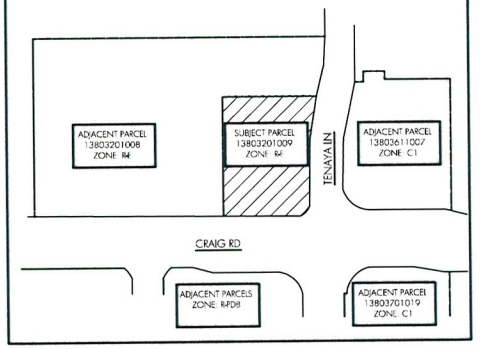
SITE DATA

PARCEL:	13803201009
ADDRESS:	7204 W CRAIG RD
JURISDICTION:	LAS VEGAS - 89129
ZONING:	R-E
SUBDIVISION:	PARCEL MAP FILE 105 PAGE 42
LOT SIZE:	1 ACRE
F.A.R.:	1:15.71
BUILDING SIZE:	4,264 SF
PARKING:	
REQUIRED:	4:1000 SF = 18 STALLS
PROVIDED:	30 STALLS

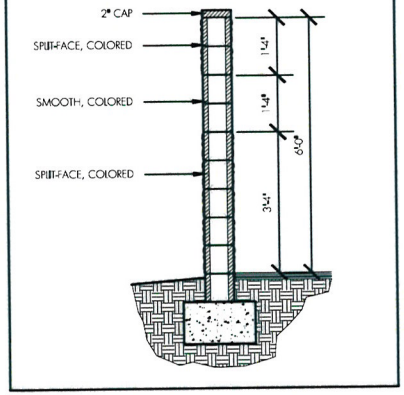
KEYNOTES

1. PROPOSED BANK
2. LANDSCAPED AREA - REFER TO LANDSCAPE PLAN
3. PYLON SIGN
4. TRASH ENCLOSURE
5. PAVED AREA
6. 6'-0" HIGH DECORATIVE MASONRY WALL - SEE SECTION BELOW
7. CURB ACCESS
8. 5'-0" CONCRETE WALK
9. DIRECTIONAL SIGN

SITE MAP



PROPOSED PERIMETER MASONRY WALL SECTION



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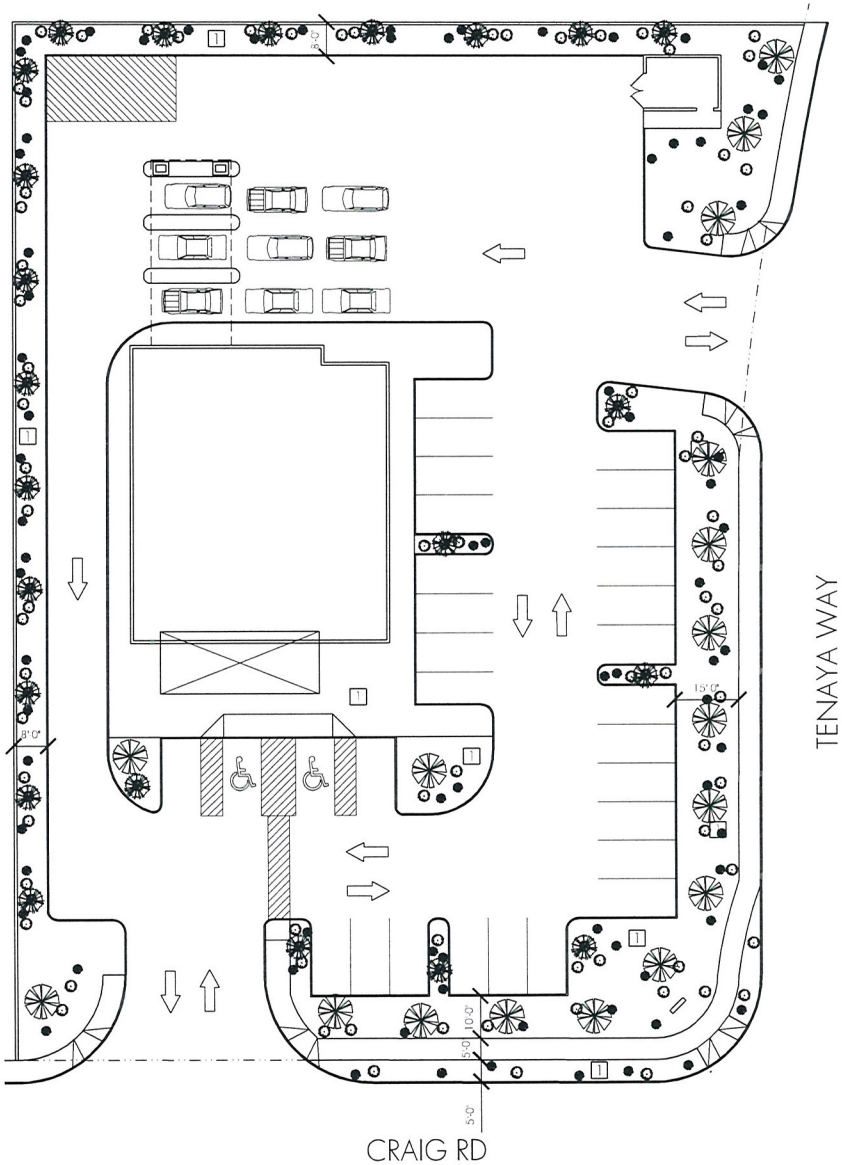
MAY 05 2010
City of Las Vegas

SITE PLAN SCALE: 1"=40'-0"

BANK - 7204 W CRAIG RD - LAS VEGAS, NV

GPA-37823 ZON-37824
SDR-37940 REVISED

CT-1, LLC | RBA ARCHITECTURE
April 6, 2010



PLANT LEGEND

- CHILEAN MESQUITE (PROSOPIS CHILENSIS) 24" BOX AT 20'-0" O.C.
- SHOESTRING ACACIA (ACACIA STENOPHYLLA) 24" BOX AT 20'-0" O.C.
- COMMON WINTER CREEPER (EUONYMOUS FORTUNEI) 15 GAL
- CHASTE TREE (VITUS AGNUS-CASTUS) 15 GAL

KEYNOTES

1. GROUNDCOVER: GRANITE MULCH

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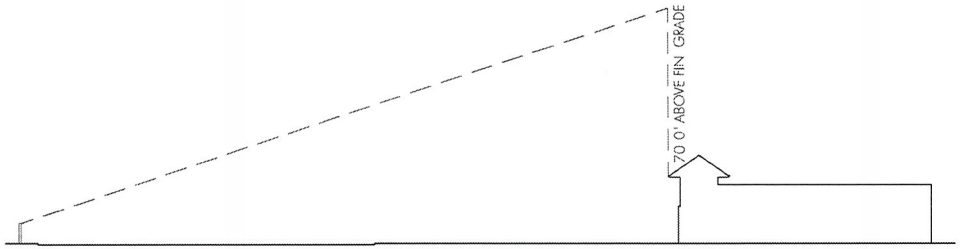
APR 13 2010

SDR-37940

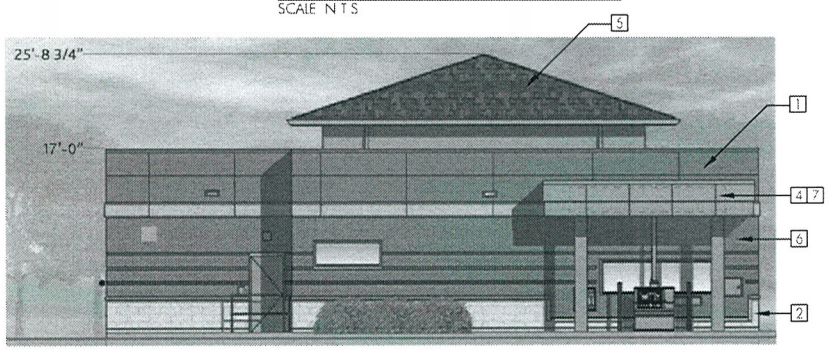
LANDSCAPE PLAN SCALE: 1"=40'-0"

BANK - 7204 W CRAIG RD - LAS VEGAS, NV

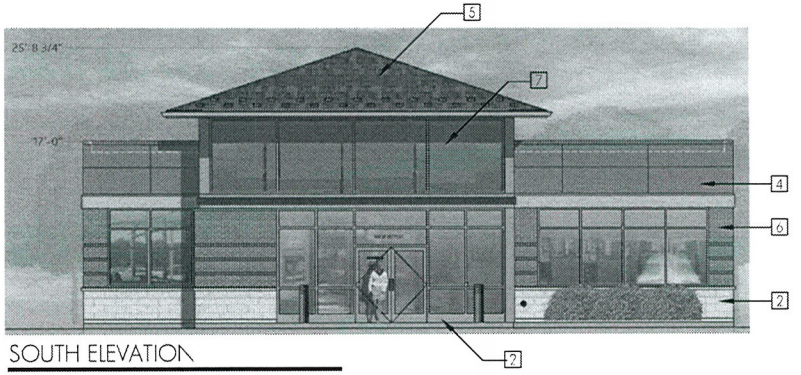
CT-1, LLC | RBA ARCHITECTURE
April 6, 2010



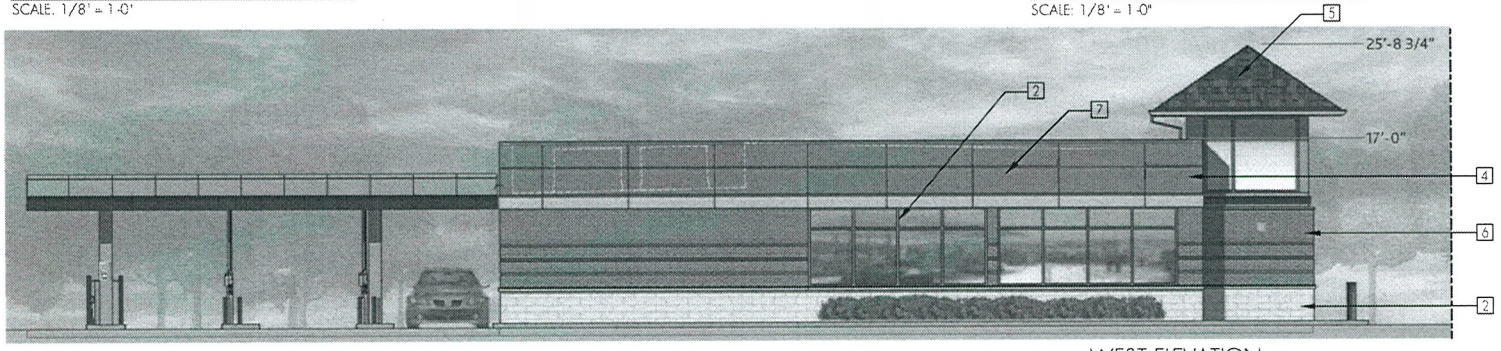
3:1 SITELINE DIAGRAM
SCALE: N.T.S.



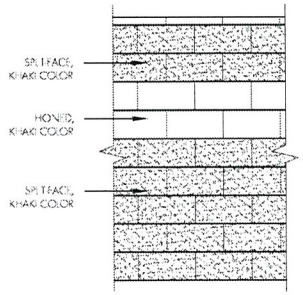
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



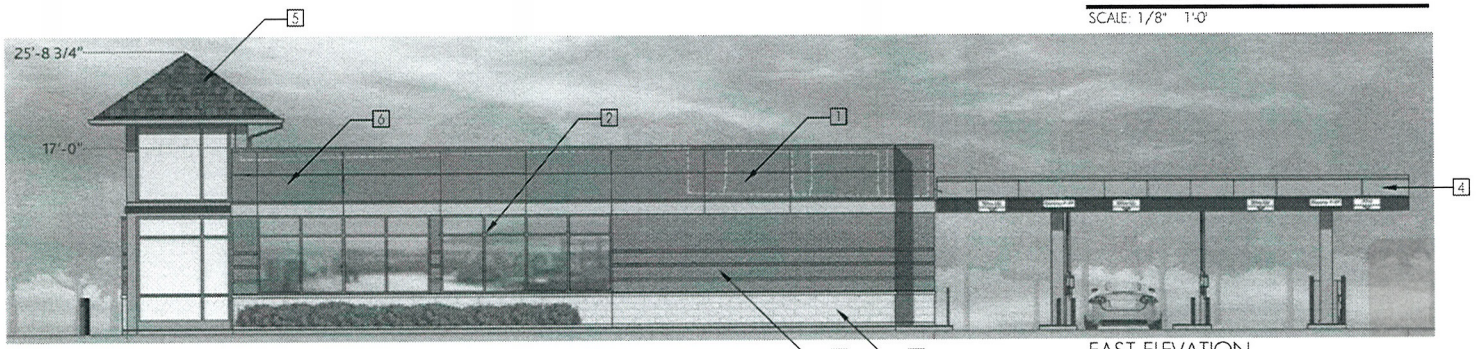
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



TYPICAL PERIMETER CMU WALL ELEV
SCALE: 1/2" = 1'-0"



EXTERIOR ELEVATIONS SCALE: AS NOTED

EAST ELEVATION
SCALE: 1/8" = 1'-0"

KEYNOTES

1	EXTERIOR CEMENT PLASTER PAINTED RUST
2	ALUMINUM STOREFRONT SILVER
3	TILE VENEER TAN BRICK
4	EXTERIOR CEMENT PLASTER PAINTED GREY
5	CONCRETE ROOF TILE BROWN
6	TILE VENEER RED BRICK
7	SIGNAGE

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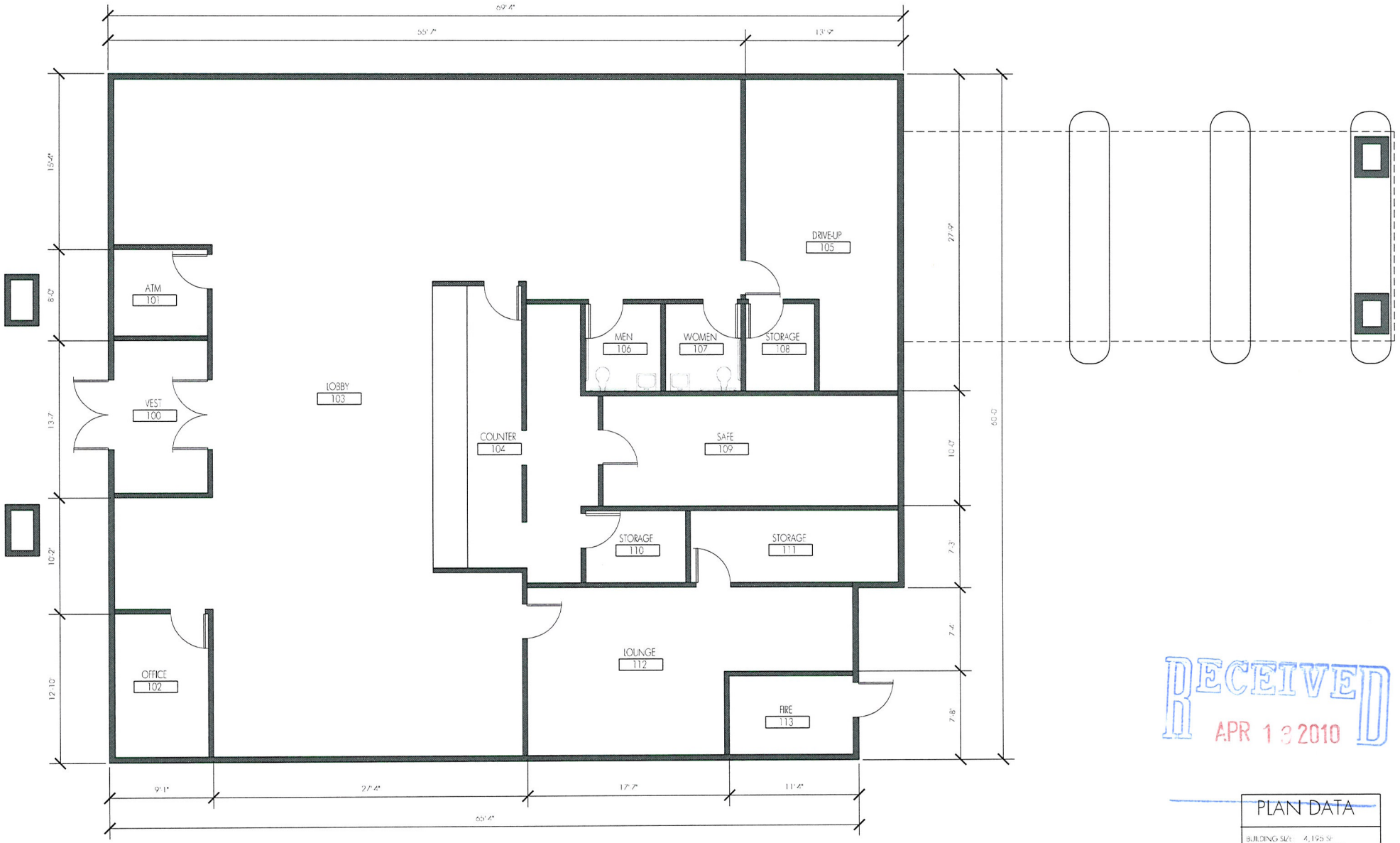
APR 13 2010

SDR-37940

BANK - 7204 W CRAIG RD - LAS VEGAS, NV

CT-1, LLC | RBA ARCHITECTURE
Apr' 6, 2010



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APR 13 2010

PLAN DATA

BUILDING SIZE: 4,195 SF
OCCUPANCY: 42 PERSONS

SDR-37940

FLOOR PLAN SCALE: 1/8" = 1'-0"

BANK - 7204 W CRAIG RD - LAS VEGAS, NV

CT-1, LLC | RBA ARCHITECTURE
April 6, 2010



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09



GPA-37823, ZON-37824 & SDR-37940 - APPLICANT/OWNER: CT-1, LLC
7204 WEST CRAIG ROAD

09/18/09

THE HARDY CONSULTING GROUP

GOVERNMENT AFFAIRS • PUBLIC RELATIONS • LEGISLATIVE STRATEGIES

5070 ARVILLE STREET
SUITE 4B
LAS VEGAS, NEVADA 89118

702.889.3024 OFFICE
702.408.6666 CELL
702.543.4093 FAX

March 31, 2010

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Subject: **Justification Letter for Rezoning, Site Development Review and General Plan Amendment on 1 acre lot at Tenaya and Craig Rd APN: 138-03-201-009**

To whom it may concern;

On behalf of our Client, CT-1, LLC, we respectfully request to rezone APN: 138-03-201-009 (Approx 1 acre) from R-E to C-1. In addition, we request the current General Plan Designation of Low Density Residential be amended to a designation of Service Commercial. Finally, per the requirements of Title 19 and the City of Las Vegas Staff, we also request a Site Development Review.

The proposed use of this property is a full service bank facility at 4195 Square Feet with a drive through. It is planned as a traditional neighborhood bank operation with normal hours of operation. The principles on CT-1 LLC have successfully developed these types of projects in the past.

We believe the property is not viable for development under its current zoning and general plan designation, as the parcel is directly adjoining a Pet Cemetery. In addition, the property located on the adjacent north and southeast corners at Tenaya and Craig Road are currently zoned C-1 with a general plan designation of Service Commercial.

The only residential development near the area is on the southwest corner of Tenaya and Craig Road and that development is fully separated by a block wall running the length of the development. Accordingly, we feel an office use designation on the subject property on the Northwest corner will complement the current zoning and general plan designations on the north and southeast corners.

Finally, we believe our submittal meets all the zoning, design and landscape requirements of Title 19.

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APR 13 2010
GPA-37823
ZON-37824
SDR-37940

Thank you for considering our request. Should you have any questions regarding this request, or require additional information, please do not hesitate to contact me at 702-408-6666.

Sincerely,

W-3HS

Warren B Hardy II
The Hardy Consulting Group

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APR 13 2010

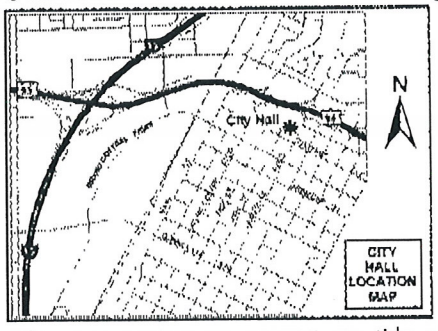
GPA-37823
ZON-37824
SDR-37940

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



please Do your JoB. This is CrAzy. what happened to oFFice Designation. Quit Fucking Around office only or nothing. You People must be following The OBoma Admin !!!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37823, ZON-37824 & SDR-37940
City Council Meeting of 7/21/2010

EMERSON JOHN M & CLENIA
7301 BUSH GARDEN AVE
LAS VEGAS NV 89129-5946

APN#13803215008

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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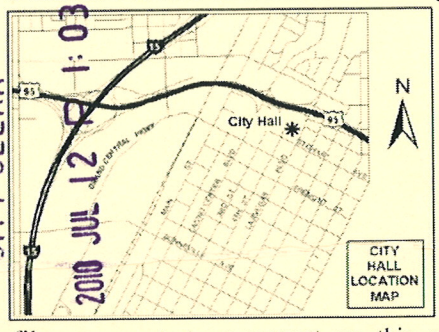
0004279218 JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED CITY CLERK 2010 JUL 12 1:03



To even consider this vile request violates sensible custodianship of public trust in its representatives. Neighborhood residents and families of those buried in the cemetary deserve more responsible representation. there is no need for such intrusion, especially when the new shopping center across the street is in desperate need of occupants. what is the purpose of zoning and planning if not to provide reasonable separation between the residential and commercial?

Sincerely
Silverman

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37823, ZON-37824 & SDR-37940
City Council Meeting of 7/21/2010

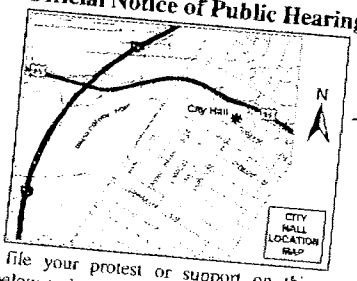
SILVERMAN ALAN A & S LIV TR
7208 SLEEK AVE
LAS VEGAS NV 89129-5985

APN#13803217027

07/12/2010 MON 14:54 [TX/RX NO 8073] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004279218
$ 00.41⁴
JUL 12 2010
MAILED FROM ZIPCODE 89101

There are plenty empty buildings on the other side of the street Tenaya is busy enough

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37823, ZON-37824 & SDR-37940
City Council Meeting of 7/21/2010

DAY PATRICIA L REVOCABLE LIV TR
DAY PATRICIA L TRS
7109 GOLDEN DESERT AVE
LAS VEGAS NV 89129-7118

APN#13803610031

RECEIVED
CITY CLERK
2010 JUL 12 P 3:54

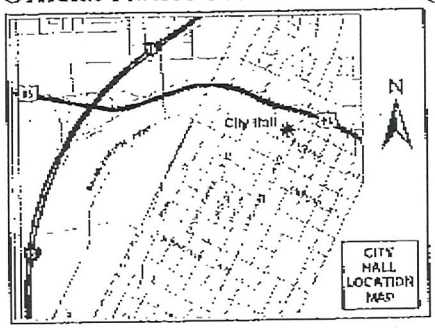
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

APR-13-2010 07:05 FROM-NTS HQ +2956607 T-688 P.001/001 F-775

lning & Development Department
elopment Services Center
S. Fourth Street
Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

ase use available blank space on card for your comments.

A-37823 & ZON-37824

ning Commission Meeting of 4/22/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAL SERVICE PITNEY BOWES

02 1M $ 00.41⁴

0004279218 APR 09 2010

MAILED FROM ZIPCODE 89101

Case: GPA-37823

13803217025
MONTY JEFFREY A & CAROLYN L
7200 SLEEK AVE
LAS VEGAS NV 89129-5985

RECEIVED
APR 13 2010

29-30 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
APR 13 2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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APR 09 2010
MAILED FROM ZIP CODE 89101

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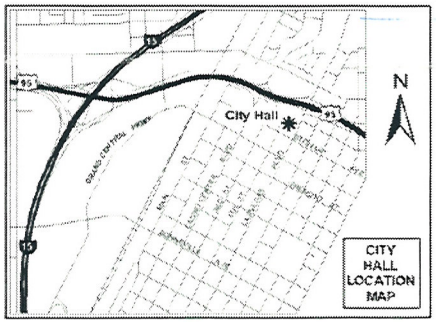

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37823 & ZON-37824

Planning Commission Meeting of 4/22/2010

This would be a vile outrage, an insult to the neighborhood residents and those with relatives and pets buried in the cemetary. Furthermore, the new shopping center across the street provides more than sufficient facilities for business opportunities.

Case: GPA-37823
13803217027
SILVERMAN ALAN A & S LIV TR
7208 SLEEK AVE
LAS VEGAS NV 89129-5985

If this were to pass, I will vigorously contribute to, defeat every political candidate who failed to kill this insult

Alan A Silverman

M-30
P

Carman Burney

From: Chrystal L. Jacobs
Sent: Thursday, April 15, 2010 11:38 AM
To: Carman Burney
Subject: FW: Internet Submission - GPA 37823

This is the first protest I've seen come through internet submission

-----Original Message-----
From: va2vegas@cox.net [mailto:va2vegas@cox.net]
Sent: Thursday, April 15, 2010 11:34 AM
To: Planning Internet Email
Subject: Internet Submission - GPA 37823

Citizen Name: Julie Chadburn

Email: va2vegas@cox.net

IP Address: 24.234.24.22

Comments: Please deny this application. There are plenty of opportunities for commercial development along Craig, east of Tenaya. By changing this parcel to commercial, it opens up for more development along Craig, west of Tenaya. There is mostly RE zoning in this area, and commercial zoning or more dense zoning is not appropriate in this area. Please leave this parcel as residential, as it is currently zoned. When this parcel was annexed into the City, it was done so without promise of zone change. Please abide by that decision and do not approve this change. Thank you

Date: 4/15/2010 11:34:04 AM

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/16/10 Item 29-30 P

May 25, 2010

Protest

City of Las Vegas Planning Commission
400 Stewart Ave.
Las Vegas, NV

Commissioners:

I would like to go on record that I strongly oppose GPA-37823, the proposed re-zoning of 7204 W. Craig Rd. Las Vegas, NV. As a member of the Lone Mountain Citizens Advisory Council we had a historic meeting where BOTH the Clark County and City of Las Vegas came together to adopt a new master plan for the Northwest area. In addition to creating Desert Rural areas and Beltway alignment, we agreed on new zoning areas. It was agreed that there would be no commercial zoning West of Tenaya Rd.

When I was President of the Northwest Citizens Association we fought many times to keep that area from going commercial and in fact the area East of Tenaya was converted to commercial for that purpose.

When Larry Brown was the Commissioner for that area he made that one of his pledges that there would be no commercial zoning in that area. Please take the time to contact him and find out what was promised to us.

There is more than enough commercial property available just on the other side of Tenaya. There is a half empty commercial complex and a sign advertising 81,000 square feet of commercial land for sale. With all this available land it does not make sense to invade a residential area.

It is true that there is a Pet Cemetery located next to this property. This however has been there since there was sand in Las Vegas and therefore Grandfathered. I don't think any of the neighbors will complain about any noise that their "customers" make.

The sole purpose of this re-zoning is GREED. They hope to buy a residential property and flip it to commercial thus making its value four times what they paided for it. They will never have lived there or occupy the property but the residents and future residents will have to put up with it for the rest of the time they live near there.

Lee Dusbabek
9355 W. Helena Ave.
Las Vegas, NV 89129

RECEIVED
MAY 27 2010

Submitted after final agenda
Date Item 25 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
MAY 19 2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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MAY14 2010
MAILED FROM ZIPCODE 89101

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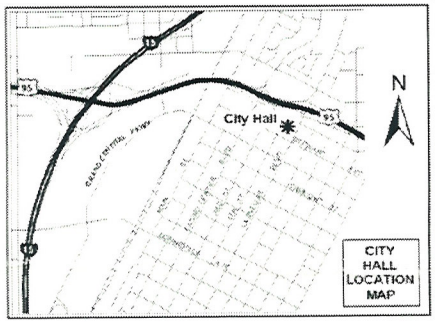
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37940

Planning Commission Meeting of 5/27/2010

this proposal is an insult to neighborhood residents and those with friends and family buried in the cemetary. There is more than sufficient facilities for new business in the two centers on the east side of Craig. Only an insensitive and probably corrupt politician would be in support.

Case: SDR-37940
13803217027
SILVERMAN ALAN A & S LIV TR
7208 SLEEK AVE
LAS VEGAS NV 89129-5985

Alan A Silverman

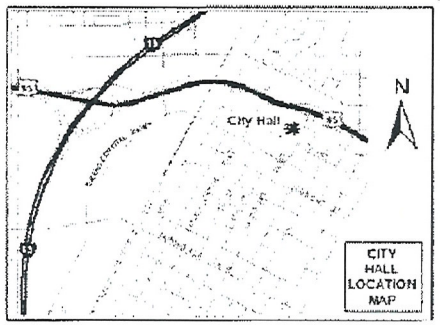
CROSS REF

27

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-37940

Planning Commission Meeting of 5/27/2010

Case: SDR 37940

13803217033
HOBBS VIVIAN
7232 SLEEK AVE
LAS VEGAS NV 89129-5985

RECEIVED
MAY 17 2010

27A

May 17 10 11:51a Antonio Inserra *

April 19, 2010

City of Las Vegas Planning Commission
400 Stewart Ave.
Las Vegas, NV

Commissioners:

I would like to express my concerns over the proposed zoning changes for the parcel located at 7204 W Craig Rd. Las Vegas, NV. It has long been held that Tenaya Rd was the dividing line between commercial, residential, and just because parcel is the last vacant piece in the area is not reason to allow commercial use. While I understand the present owner's dilemma and their desire to proceed with the development they should have made their offer to purchase contingent upon receiving a zoning change so as not to be caught in the position of trying push something through that the neighborhood opposes.

To allow this change will only set dangerous precedent for future changes and where does it stop. I can remember in my short 22 years of residency here in Clark County when everything north of Ann Rd was to remain rural estates and we all know what happened there.

This change will increase traffic, cause a hazard to schoolchildren and further destroy the rural feel of the area. The pet cemetery west of this location will also suffer with a large wall ruining the tranquil nature. The drive through teller being located on the north end will be a disturbance at all hours of the day to the homes that border it and the additional traffic entering and exiting on Tenaya will create more traffic congestion for the area especially with cars crossing Tenaya

The last thing we need is another bank in the area there are already 4+ major banks between 1-2 ½ miles of this location so again the last thing we need is another bank.
In closing to allow a zoning change of this property is just wrong. There is no value to the neighborhood in allowing this change in fact the only ones benefitting are the owners who should have done their due diligence before committing to the purchase and now want the neighborhood pay for their mistake. This change will set a precedent that will only further deteriorate the rural feel that all of us sought when we moved to what was once the outskirts of our city we wanted to get away from all this signifies.
Thank you for taking my thoughts into consideration and hopefully you will not allow this change.

Robert L Jorden
4804 Conough Lane
Las Vegas, NV 8914

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

May 25, 2010

TO Chair TRUESDELL, Vice Chair ELLSWORTH, GOYNES, EVANS, TROWBRIDGE, QUINN, and FLANGAS.
FROM: CNP
RE: Planning Commission Agenda for 5/27/10 SELECTED ITEMS

#14—SUP-37905 This sounds like ONE HOUR rentals to the majority of our board.

#15—SUP 37922 From our perspective, this seems to be an asset for growth!

#18—1st Street obliterated? Absolutely not!

#27—SDR-37940 **"financial institution"**, wonder why the specific class is not shared, lemonade stand. 'fast cash for desperate causes', or a bank company? Please vote NO if this is the 2nd of our guesses, YES if it is the 1st or 3rd.

#39—SUP-37665 NO must be the answer here. Evidently there previously have been peculiar permits/waivers granted in this area. Of course we know YOU aren't the culprits, but those today are hampered because of former poor/bad vote(s).

#55—365 HAPPY FATHER'S DAYS to each of you qualifying!

President June INGRAM and BOARD

June Ingram
C n P President

RECEIVED
10 MAY 26 AM 8:23
PLANNING AND DEVELOPMENT

Submitted after final agenda
Date Item 27C

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod & Betty Larsen- Gene &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stanclifte-Tim Volz-Marcus Gobel-

MAY-25-2010 16:32 FROM: TO:4740352 P.1/1

24-05-2010 08:57am From-STOCKPILE STEWARDSHIP BN T-957 P.001/001 F-016
702-295-2200

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
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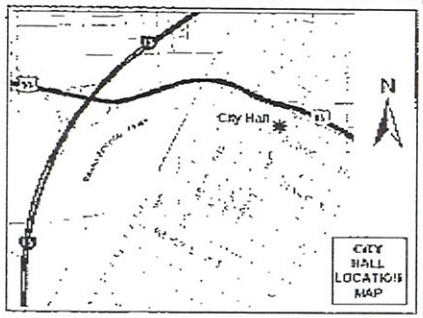

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37940

Planning Commission Meeting of 5/27/2010

ONLY OPPOSITION IS:
I REQUEST A 5' WIDE LANDSCAPE BUFFER ON SOUTHSIDE VS THE PROPOSED 0' BUFFER. I ASSUME EAST SIDE BUFFER IS STILL 15'

Case: SDR-37940

13803218029
BEDSUN DAVID A
4715 N GRAND CANYON
LAS VEGAS NV 89129-2663

RECEIVED
MAY 24 2010

Submitted after final agenda
Date
Item 27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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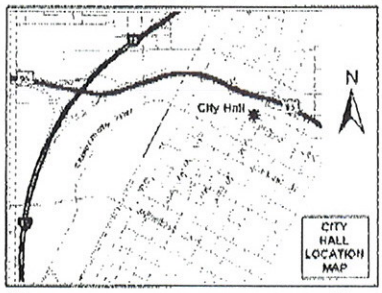

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37940
Planning Commission Meeting of 5/27/2010

Case: SDR-37940
13803215008
EMERSON JOHN M & CLENIA
7301 BUSH GARDEN AVE
LAS VEGAS NV 89129-5946

RECEIVED
MAY 24 2010

Submitted after final agenda
Date Item 27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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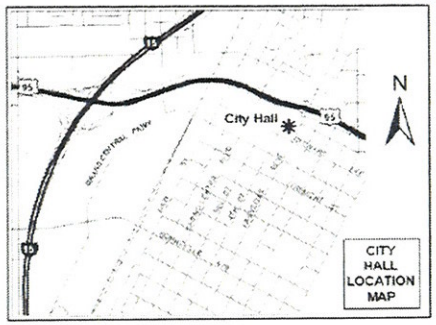

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SDR-37940
13803217015
SOWERS DENNIS B & LAURA A
4421 ORNATE CT
LAS VEGAS NV 89129-5986

SDR-37940
Planning Commission Meeting of 5/27/2010

We oppose any commercial development on that property.

Submitted after final agenda
Date 5/27
Item 117

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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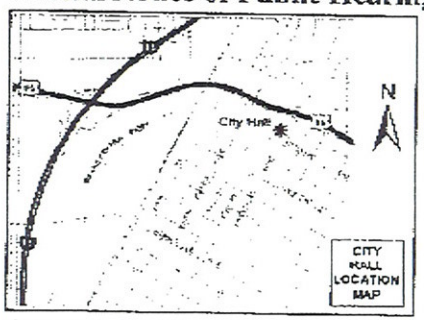

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37940

Planning Commission Meeting of 5/27/2010

Case: SDR-37940
13803314011
KING MELISSA J & KEVIN P
7325 DOLPHINE CREST AVE
LAS VEGAS NV 89129-6098

RECEIVED
MAY 20 2010

Submitted after final agenda
Date
Item 27P

Telephone Protest/ Approval Log

Meeting Date: 05/27/10 **Case Number:** SDR-37940

Date: 05/25/10
Name: Richard & Verla Cripps
Address: 4529 Vogue St
Las Vegas Nv 89129
Phone: 702-655-6201
[X] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date:
Name:
Address:
Phone:
[ ] **PROTEST** [ ] **APPROVE**

Date: RECEIVED
Name: MAY 25 2010
Address: Submitted after final agenda
Date Item 27P
Phone:
[ ] **PROTEST** [ ] **APPROVE**

June 23, 2010

ATTENTION: Planning Commission

June 24, 2010 Meeting Agenda Comments - Public Comment

RE: Public Hearing Items: GPA-37823 – General Plan Amendment – Public Hearing &
ZON-37824 – Rezoning Related to GPA-37823 – Public Hearing

I am unable to attend the Planning Commission's meeting scheduled for Thursday, June 24th but would still like to have my comments heard. These particular agenda items have been up for comment, I believe four times already, although delayed to a later date each time.

I have comments for both my sister and I who live in the affected area.

The property that ourselves and our families purchased was selected in the area it is since it was exclusively zoned for Rural-Estates, west of Tenaya. For this reason in particular and after much more research, my sister and I decided to build a home in this area because it was not zoned for commercial use.

It would be one thing if we blindly purchased property in an area without first verifying what it was zoned for and then being surprised at what is built, but we did not. We were diligent in doing our part to find an area zoned for what we wanted to ensure our property values and more importantly to ensure what was built in our area created an environment we were comfortable with.

Bottom line, if the requested variance is given to build a commercial building west of Tenaya (at Craig Rd), then this opens up the ability for more individuals to do the same. You either allow commercial or you don't.

The thought of allowing a variance may seem like a small item but I have property owner neighbors nearby who have said as soon as someone was given a variance to build commercial, their goal was to get a variance to put in a U-Store It type of business. How would you justify not allowing them a variance if one has already been given to another business?

There is plenty of commercial property to the east of Tenaya (around Craig Rd) for one to purchase and build their business, plus there are numerous other locations within that same area.

It also does not sit well that someone, no doubt, purchased residential property at residential pricing knowing full well their intention was to request and receive a variance.

I'm not sure of the validity of the information, but I had heard that the commercial property was to be used for a fast food restaurant. If this is the case, this just adds insult to injury as there are already plenty of fast food restaurants and still plenty of available space to purchase/lease in the

RECEIVED
JUN 24 2010

Submitted after final agenda
Date 6/24/10 Item 17-18

nearby area. Granted commercial prices would have to be paid, but that is part of doing business.

I appreciate your time in considering our concerns, as again, we did our due diligence prior to purchasing property and building in this area. We did not "...build next to an airport and then complain about the noise..".

If you have any questions, either one of us is available by phone.

Regards,

Kristi Repp
4464 N Dapple Gray
702-557-9352

Rhonda Decker
4464 N Dapple Gray
702-245-0744

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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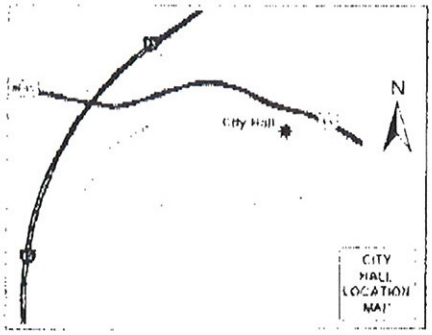

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: SDR-37940

Planning Commission Meeting of 5/27/2010

Case: SDR-37940
13803215033
BERGER 2003 TRUST
4404 OLIVE TREE CIR
LAS VEGAS NV 89129-5949

RECEIVED
MAY 24 2010

Submitted after final agenda
Date Item 21A

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

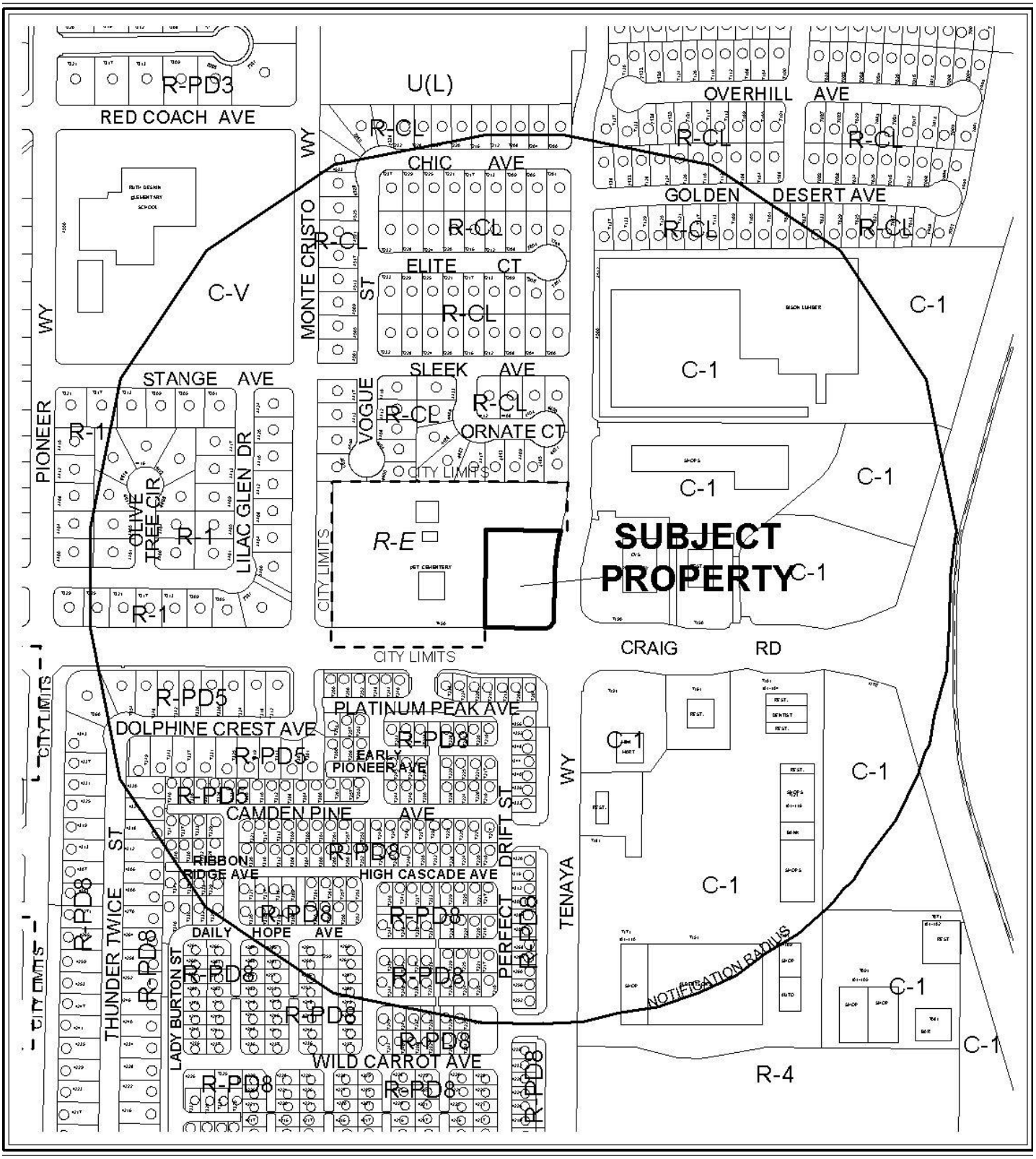
SUBJECT:
ZON-37824 - REZONING RELATED TO GPA-37823 - PUBLIC HEARING - APPLICANT/OWNER: CT-1, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.00 acres at 7204 West Craig Road (APN 138-03-201-009), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	
City Council Meeting	**3**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote/ke) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps – ZON-37824 and SDR-37940
3. Supporting Documentation
4. Protest Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

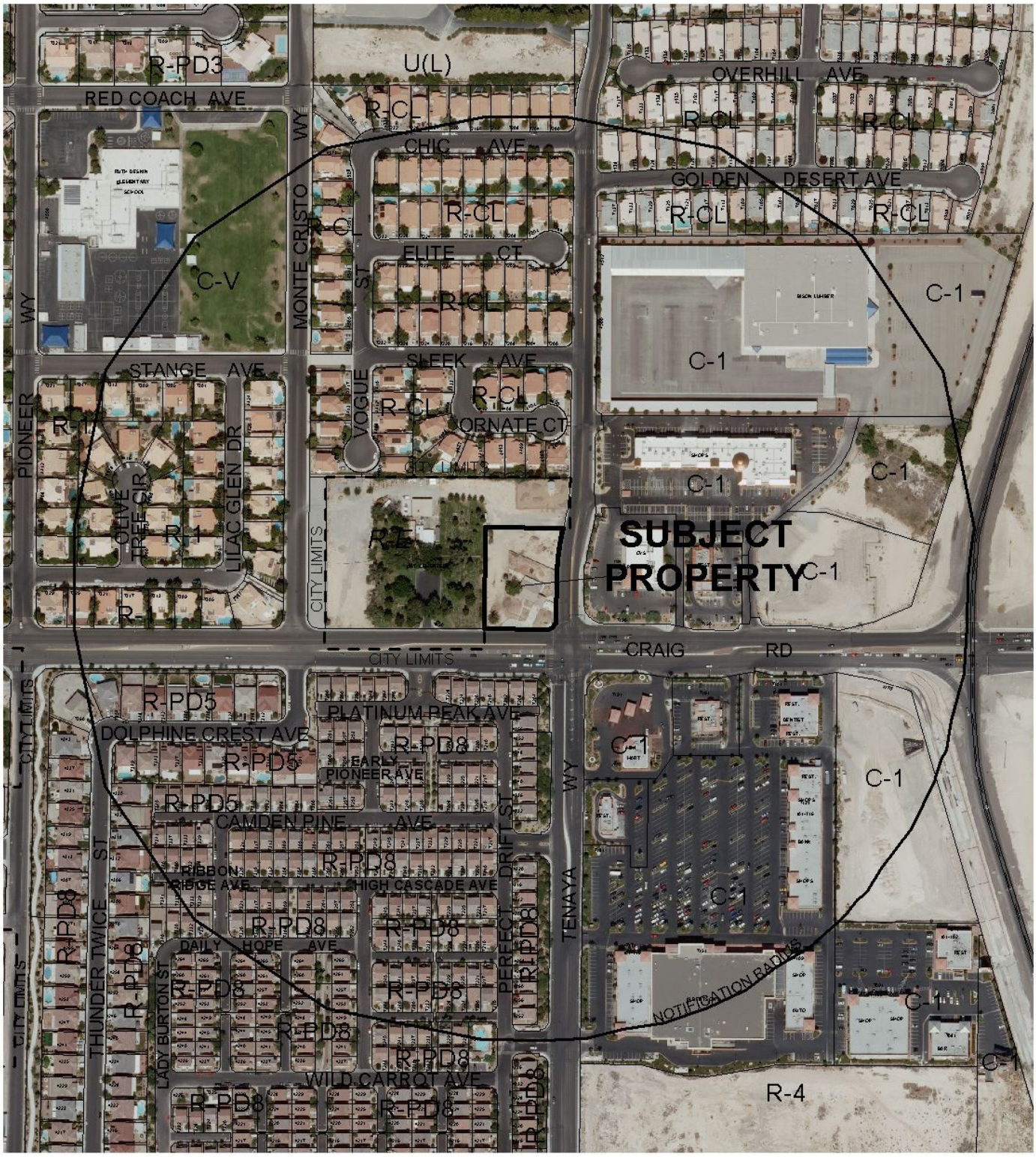
CASE: **ZON-37824 AND SDR-37940**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-37824 AND SDR-37940**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37824** APN: 138-03-201-009

Name of Property Owner: CT-1 LLC

Name of Applicant: CT-1 LLC

Name of Representative: Warren B Hardy II

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: Bradley Shutts

Print Name: Bradley Shutts

Subscribed and sworn before me

This 31 day of March, 20 10

_____

Notary Public in and for said County and State

ALISON M. MILLER
Notary Public State of Nevada
No. 97-0128-1
My appt. exp. Jan. 26, 2013

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Re- Zoning

Project Address (Location) 7204 W. Graig Road

Project Name Financial Institution **Proposed Use** Bank

Assessor's Parcel #(s) 138-03-201-009 **Ward #** 4

General Plan: existing L proposed SC **Zoning:** existing R-E proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** 4195 sf

Gross Acres 1.0 net **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER CT-1, LLC **Contact** Alison Miller

Address 4375 Polaris Ave #4 **Phone:** (702) 304-1936 **Fax:** _____

City Las Vegas **State** Nv **Zip** 89103

E-mail Address alison@crestridgellc.com

APPLICANT CT-1, LLC **Contact** Alison Miller

Address 4375 Polaris Ave #4 **Phone:** (702) 304-1936 **Fax:** _____

City Las Vegas **State** Nv **Zip** 89103

E-mail Address _____

REPRESENTATIVE The Hardy Consulting Group **Contact** Warren Hardy

Address 5070 Arville Street, Suite 4a **Phone:** (702) 408-6666 **Fax:** (702) 543-4098

City Las Vegas **State** Nv **Zip** 89118

E-mail Address wbhardy2@gmail.com

Property Owner Signature* Bradley Shultis

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bradley Shultis

Subscribed and sworn before me

This 22 day of April, 20 10.

Notary Public in and for said County and State

ALISON M. MILLER
Notary Public State of Nevada
No. 97-0128-1
My appt. exp. Jan. 26, 2013

FOR DEPARTMENT USE ONLY

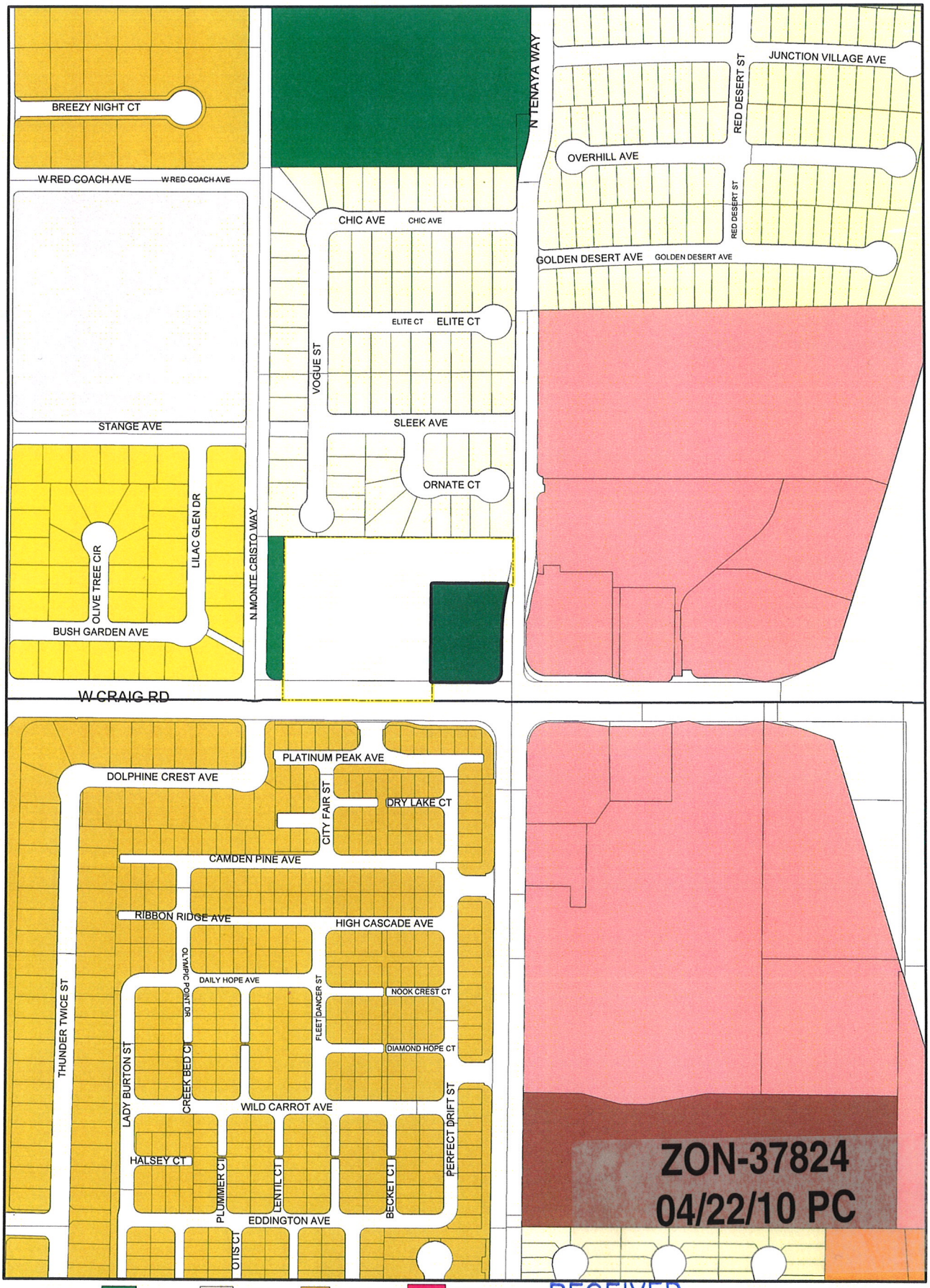
Case #	ZON-37824
Meeting Date:	4-22-10
Total Fee:	1,200
Date Received:*	4-2-10
Received By:	

*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

REZONING Parcel: 138-03-201-009



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	
R-PD	R-4	C-D	C-M	
R-1	R-5	C-1	M	
C-V				
C-PB				
P-C				

RECEIVED
APR 02 2010

From R-E to C-1

Data Current as of: April 2, 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

Please refer to GPA-37823 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37940 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37823 AND ZON-37824 – PUBLIC HEARING - APPLICANT/OWNER: CT-1, LLC - Request for a Site Development Plan Review FOR A PROPOSED 4,195 SQUARE-FOOT FINANCIAL INSTITUTION, GENERAL (WITH DRIVE-THRU) WITH A WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A ZERO-FOOT WIDE LANDSCAPE BUFFER ALONG THE SOUTH PROPERTY LINE WHERE 15 FEET IS REQUIRED on 1.0 acres at 7204 West Craig Road (APN 138-03-201-009), Ward 4 (Anthony). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**2**
City Council Meeting	**3**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (6-1 vote/vq) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards for GPA-37823, ZON-37824 and SDR-37940

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-37940** APN: 138-03-201-009

Name of Property Owner: CT-1, LLC

Name of Applicant: CT-1, LLC

Name of Representative: Warren B Hardy

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: Bradley Shultis

Print Name: Bradley Shultis

RECEIVED
APR 13 2010

Subscribed and sworn before me

This 13 day of April, 20 10

ALISON M. MILLER
Notary Public State of Nevada
No. 97-0128-1
My appt. exp. Jan. 26, 2013

Notary Public in and for said County and State

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan

Project Address (Location) 7204 W. Craig Rioad

Project Name Financial Institution **Proposed Use** Neighborhood Bank

Assessor's Parcel #(s) 138-03-201-009 **Ward #** 4

General Plan: existing I proposed SC **Zoning:** existing R-E proposed C-1

Commercial Square Footage 4195 sf **Floor Area Ratio**

Gross Acres 1.0 net **Lots/Units** **Density**

Additional Information

PROPERTY OWNER CT-1, LLC **Contact** Alison Miller

Address 4375 Polaris Ave #4 **Phone:** (702) 304-1936 **Fax:**

City Las Vegas **State** Nevada **Zip** 89103

E-mail Address alison@crestridgellc.com

APPLICANT CT-1, LLC **Contact** Alison Miller

Address 4375 Polaris Ave, #4 **Phone:** (702) 304-1936 **Fax:**

City Las Vegas **State** Nevada **Zip** 89103

E-mail Address alison@crestridgellc.com

REPRESENTATIVE The Hardy Consulting Group, LLC **Contact** Warren Hardy

Address 5070 Arville Street, Suite 4a **Phone:** (702) 408-6666 **Fax:**

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address wbhardy2@gmail.com

Property Owner Signature* Bradley Shultis

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bradley Shultis

Subscribed and sworn before me

This 12 day of April, 20 10.

Notary Public in and for said County and State

ALISON M. MILLER
Notary Public State of Nevada
No. 97-0128-1
My appt. exp. Jan. 26, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-37940
Meeting Date:	5-27-10
Total Fee:	1030
Date Received:*	4.12.10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

SDR 37940
CT-1, LLC

7204 W. Craig Rd.

Proposed 4.195 thousand square foot bank with drive-through.

Traffic produced by proposed development:

Previous Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	DRIVE-IN BANK [1000 SF]	4.195	148.15	621
AM Peak Hour			12.35	52
PM Peak Hour			25.82	108

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Craig Rd.	
Average Daily Traffic (ADT)	20,525
PM Peak Hour	1,642

(heaviest 60 minutes)

Tenaya Way	
Average Daily Traffic (ADT)	9,575
PM Peak Hour	766

(heaviest 60 minutes)

Traffic Capacity of adjacent streets

	Adjacent street ADT Capacity
Craig Rd.	51,800
Tenaya Way	32,775

This project is expected to add approximately 621 trips per day on Craig Rd. and Tenaya Way. This will increase the existing volumes by about 3 percent on Craig and by about 6 percent on Tenaya. Currently, Craig is at about 40 percent of capacity and Tenaya is at about 29 percent of capacity.

Based on Peak Hour use, this development will add roughly 108 additional cars into the area; or about 2 every minute.

Note that this report assumes all traffic from this development uses all named streets.

Please refer to GPA-37823 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37946 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL - Request for a Site Development Plan Review FOR PROPOSED FACADE MODIFICATIONS AND THE ADDITION OF A SERVICE YARD, A PORTE COCHERE, A SURFACE PARKING LOT AND A 25-FOOT ADDITION ON THE ROOF OF AN EXISTING HOTEL/CASINO WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN STREETSCAPE, UTILITY AND PARKING LOT LANDSCAPING AND SCREENING REQUIREMENTS on 3.94 acres at 220 North 4th Street (APNs 139-34-501-009; 139-34-510-019 and 139-34-514-007 through 009), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

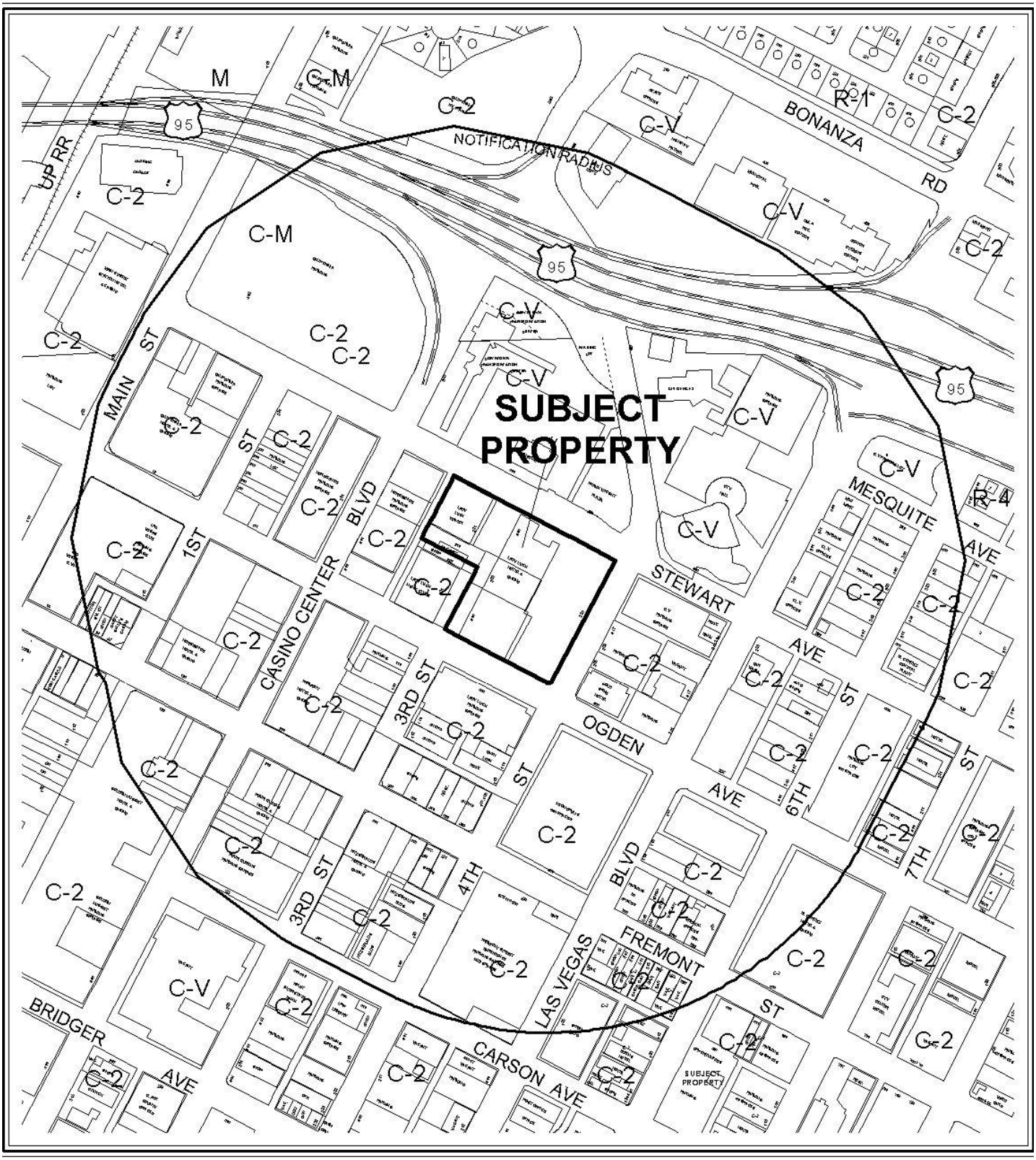
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (6-0-1 vote/rt) 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 June 24, 2010 Planning Commission Meeting for SDR-37946



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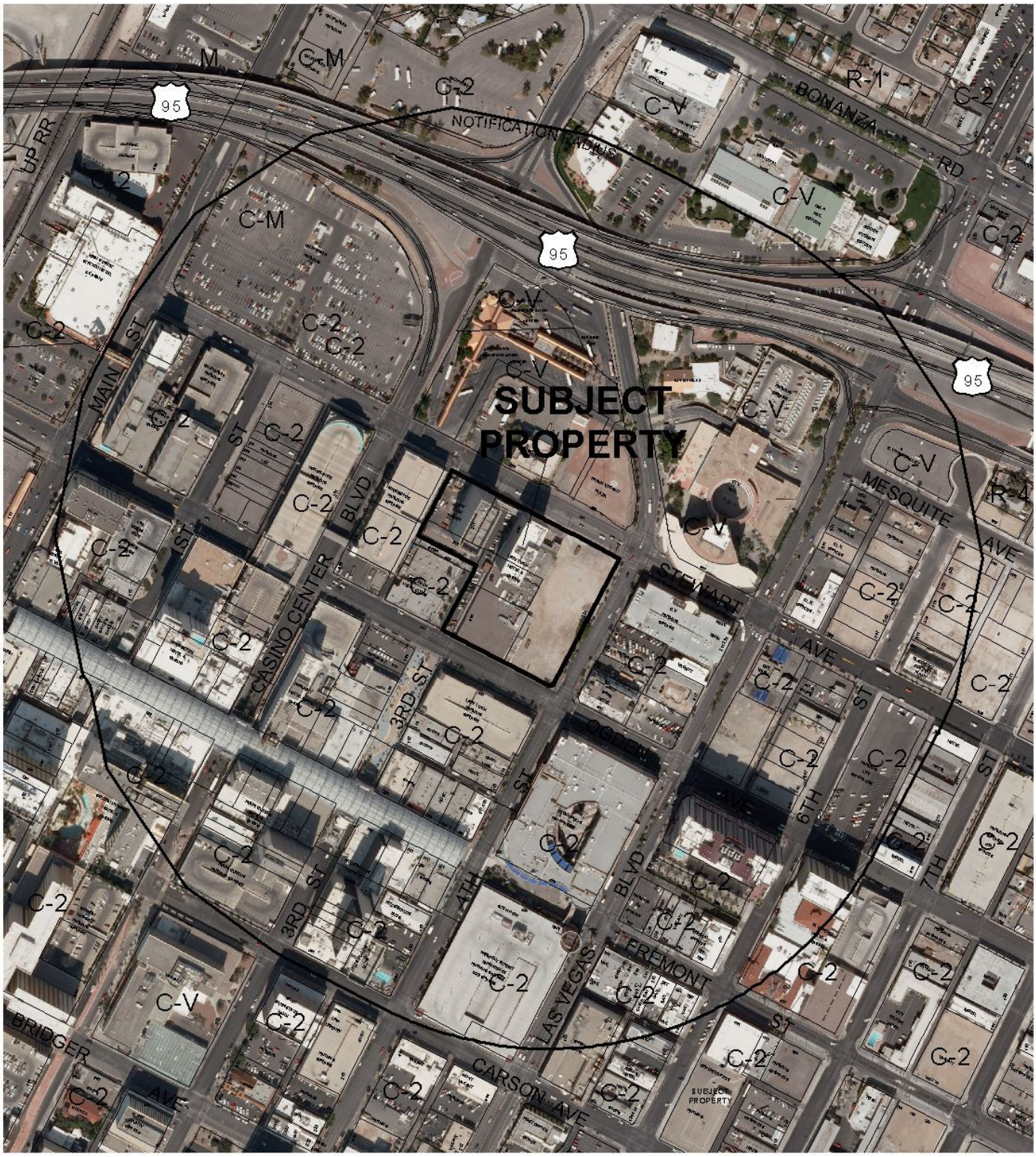
CASE: **SDR-37946**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 400 800 Feet

CASE: **SDR-37946**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-37946	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SDR-37946 CONDITIONS

Planning and Development

1. APN 139-34-510-014, also known as 215 N. 3rd Street, is not a part of this application.

2. This Site Development Plan Review (SDR-37946) does not modify the previously approved Site Development Plan Review (SDR-4835) with regard to travel lanes and on-street parking for the vacated 3rd Street. An application to modify SDR-4835, with signatures from all affected property owners, or full compliance with all plans and conditions of approval of Site Development Plan Review (SDR-4835) and Vacation (VAC-3926), as implemented by civil plan review #107V4327 approved on 03/31/05, shall be required prior to issuance of any building permits associated with SDR-37946.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan and landscape plan, date stamped 06/22/10 and building elevations, date stamped 04/13/10, except as amended by conditions herein.

5. Prior to approval of a final inspection, the proposed alterations to the Third Street pedestrian bridge to reduce the parapet and soffit materials to a minimum and to replace the existing materials with a clear glazing system shall be completed in conformance with the building elevations date stamped 04/13/10.

6. A Waiver from Downtown Centennial Plan Section VII.B.1.e is hereby approved, to allow utilities to remain above ground where required to be underground along Stewart Avenue.

7. A Waiver from Downtown Centennial Plan Section VII.B.3.d is hereby approved, to allow block wall screening adjacent to the service yard where ornamental iron screening is required.

8. A Waiver from Downtown Centennial Plan Section VII.B.4.a is hereby approved, to allow a zero-foot amenity zone where a five-foot amenity zone is required along portions of Stewart Avenue between 3rd Street and east to the parking lot entrance.

9. A Waiver from Downtown Centennial Plan Section VII.B.4.c is hereby approved, to allow no additional trees along Stewart Avenue.

10. Prior to occupancy, the required number of handicap parking spaces shall be provided, in the existing parking structure, in the proposed parking lot, or a combination of structure and lot, in conformance with Title 19.10 requirements.

11. 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.

12. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

13. 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 be revised to include irrigation specifications.

14. 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.

15. All proposed signage shall be subject to approval by the Downtown Design Review Committee prior to issuance of sign permits.

16. 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).

17. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

18. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

19. 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.

20. 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.

21. 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.

22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

23. Provide a copy of a recorded joint access and parking agreement between this site and Assessor's Parcel #139-34-510-014 [Ace Loan Company, 215 N. Third Street] within the Third Street alignment prior to the issuance of any permits for this site.

24. Coordinate with the Building and Safety Department to determine if existing lot lines are in conflict with existing or the new proposed structures. If it is determined that a mapping or other lot consolidation is required, coordinate with the City Surveyor to determine the most appropriate lot consolidation method.

25. Dedicate a 10 foot radius on the southwest corner of Stewart Avenue and 4th Street prior to the issuance of any permits.

26. A Petition of Vacation to vacate the existing public sewer easement, such as VAC-27995, shall record prior to the issuance of any permits for improvements abutting or overlying the sewer easement.

27. Remove all substandard public street improvements and unused driveway cuts adjacent to this site and replace with new improvements meeting Downtown Centennial Plan Standards modified as necessary to accommodate existing physical obstructions and as amended by conditions herein per the approved Site Plan concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

28. Prior to the approval of Construction drawings for this site, sign a Covenant Running with Land agreement for the possible future undergrounding of all existing overhead utility lines adjacent to this site not placed underground per requirements of the Downtown Centennial Plan. The Covenant agreement must be recorded with the County Recorder and a copy of the recorded document must be provided to the City prior to the issuance of building permits for this site.

29. Unless otherwise allowed by the City Engineer, construct sidewalk, where such does not exist, on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

30. Contact the City Engineer's Office (Lorrie Dunford) at 229-6272 to coordinate the development of this project with the Stewart Avenue Phase II project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

31. Landscape and maintain all unimproved rights-of-way, if any, on 4th Street, Ogden Avenue and Stewart Avenue adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

32. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Ogden Avenue, Stewart Avenue and (where applicable) 4th Street public rights-of-way adjacent to this site prior to issuance of permits for this site.

33. Coordinate all driveway geometrics with the Traffic Engineer to determine final allowable widths and depths prior to the submittal of construction drawings or issuance of permits whichever occurs first.

34. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. Alternatively, meet with the Flood Control Section of the Department of Public Works to determine an acceptable alternative, if any, to the Drainage Plan and Technical Drainage Study.

** STAFF REPORT **

PROJECT DESCRIPTION

This project request is for modifications to an existing hotel and casino located at the southwest corner of Stewart Avenue and Fourth Street. Façade improvements to the existing buildings are proposed along Stewart Avenue, Ogden Avenue, Fourth Street and the interior of the property. Along Fourth Street, a new access into the property and new surface parking area containing 54 spaces are proposed, along with a new porte cochere and building entrance. A new central plant that will contain the majority of the hotel's mechanical equipment will also be located along Fourth Street. Along Stewart Avenue, the existing loading dock is proposed to be rebuilt and reconfigured with screening. The existing pedestrian bridge across Third Street is proposed to be modified to replace the existing glass with transparent glass and to reduce the bulk of the structure. The existing mechanical building adjacent to the west side of the west tower will be demolished to allow for a one-way entry into the property. Along Ogden Avenue, a new pool and deck is proposed to be added to the roof of the existing eastern building, as well as a 25-foot tall building extension that is intended to include meeting rooms. The casino will not be expanded.

The overall project is subject to the standards of the Downtown Centennial Plan. The applicant has requested several Waivers; however, these Waiver requests are minor in nature and will be mitigated by the public improvements currently underway along Stewart Avenue, leaving the project in substantial compliance with the standards of the Downtown Centennial Plan. Therefore, staff is recommending approval. If denied, the existing hotel and casino would remain and a new Site Development Plan Review would be required for future development of the site.

ISSUES

- A deceleration lane is proposed along the west side of Fourth Street into the site to eliminate disruption of traffic flow. A portion of the existing sidewalk and amenity zone would be used for the deceleration lane.
- As a result of the proposed site modifications, 54 parking spaces are proposed to be added; however, the number of hotel rooms is proposed to be reduced by 162, thereby reducing the overall parking demand. Title 19 parking requirements are not automatically applied in the Downtown Centennial Plan area.
- The existing service yard area is proposed to be expanded to permit large service vehicles to enter and exit the site without obstructing Stewart Avenue. A 20-foot driveway is proposed that will allow for easier egress from the service yard.

- Waivers of Downtown Centennial Plan streetscape, utility, parking lot landscaping and screening requirements are required for approval of the project as proposed; these have been requested by the applicant. Staff can support these requests, as the requested Waivers are minor in nature and will be mitigated by the public improvements currently underway along Stewart Avenue.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/26/62	The Board of City Commissioners approved Ordinance #1014, which adopted an official Zoning Map reaffirming the C-2 (General Commercial) Zone on the subject property.
01/09/79	The Board of Zoning Adjustment approved a Variance (V-0112-78) to allow a proposed illuminated sign over the public right-of-way that will project to within one foot (1') of the curb where a three-foot (3') setback is required on property located at 206 North Third Street. Staff recommended approval.
11/19/80	The Board of City Commissioners approved an Aesthetic Review (AR-0008-80) for a proposed 21-story, 360-unit tower to be located on the east side of Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
12/04/85	The City Council approved an Aesthetic Review (AR-0008-80) for Phase I of a proposed expansion to an existing hotel and casino, including a proposed 21-story, 360-unit tower to be located on the east side of Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
09/14/98	The City Council approved a Petition (VAC-0030-98) to Vacate Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval. The approval expired 09/14/02 after three Extensions of Time [VAC-0030-98(1), (2) and (3)] were administratively approved by the Department of Planning and Development.
01/05/00	The City Council approved a Site Development Plan Review (SD-0030-99) for a proposed pedestrian mall on Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
12/06/01	The Planning Commission approved a Site Development Plan Review (SD-0071-01) for a proposed 14,765 square-foot banquet hall at 206 North Third Street. This review included the removal of the temporary tent and trailer structures. Staff recommended approval. A condition of that approval required a separate submittal for a Site Development Plan Review for general site improvements, including a proposed pedestrian mall in the portion of Third Street to be vacated prior to recordation of the Order of Vacation.
02/20/02	The City Council approved a Special Use Permit (U-0158-01) to allow the conversion of a resort hotel into a timeshare development. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/05/04	The City Council approved a Petition (VAC-3926) to Vacate Third Street between Ogden Avenue and Stewart Avenue. The Planning Commission and staff recommended approval. The Order of Vacation was recorded on 11/19/04.
08/26/04	The Planning Commission approved a Site Development Plan Review (SDR-4835) for a proposed valet parking operation within the right-of-way area of Third Street proposed to be vacated. Staff recommended approval. A condition of approval required a City Council review in one year. No review has yet been considered by the City Council.
09/15/04	The City Council approved a Special Use Permit (SUP-4739) for a proposed 10,000 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 201 North Third Street. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a Special Use Permit (SUP-4741) for a proposed 5,500 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 207 North Third Street. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a Special Use Permit (SUP-4742) for a proposed 6,000 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 207-A North Third Street. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a Special Use Permit (SUP-4743) for a proposed 4,050 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 207-A North Third Street. The Planning Commission and staff recommended approval.
08/25/05	The Planning Commission approved a Tentative Map (TMP-8072) for a one-lot commercial subdivision on the subject property. Staff recommended approval.
10/06/05	The Downtown Design Review Committee approved an amendment (ARC-9395) to an existing Master Sign Plan for nightclub establishments at 201 and 217 North Third Street.
02/09/06	The Planning Commission approved a Tentative Map (TMP-11015) for a 262-unit Hotel/Condominium subdivision on Floors 6 through 25 of an existing Hotel/Casino complex at 221 North Third Street. Staff recommended approval.
02/13/06	Two Reversionary Final Maps (FMP-8941 and FMP-8943) of a portion of Clark's Las Vegas Townsite, totaling 0.93 acres, were recorded in the Office of the Clark County Recorder. A portion of the subject site is included within this area.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/15/06	The City Council approved a Special Use Permit (SUP-10491) and Site Development Plan Review (SDR-10490) for a proposed 8,700 square-foot expansion of an existing Non-Restricted Gaming Facility with Waivers of Downtown Centennial Plan Streetscape requirements, required parking structure setback along Fourth Street, and building frontage requirement along Ogden Avenue on 3.12 acres at 206 North Third Street and 220 North Fourth Street. The Planning Commission and staff recommended approval. The Special Use Permit and Site Development Plan Review approvals expired 02/15/08.
05/08/06	A Final Map (FMP-9824) of the Lady Luck for a one-lot commercial subdivision containing 3.07 acres was recorded in the Office of the Clark County Recorder. A portion of the subject site includes this subdivision.
09/21/06	The Planning Commission voted to table requests for a Special Use Permit (SUP-15382) for a proposed expansion of an existing Non-Restricted Gaming Facility and a Site Development Plan Review (SDR-15380) for a proposed 16,000 square foot expansion of an existing non-restricted gaming facility with Waivers of the Downtown Centennial Plan standards related to sidewalk width and reflective glass. Staff recommended approval.
04/02/08	The City Council approved an Extension of Time (EOT-26872) of a previously approved Site Development Plan Review (SDR-10490) for a proposed 8,700 square-foot expansion of an existing Hotel/Casino with a Waiver of Streetscape Requirements, required parking structure setback along Fourth Street, and building frontage requirement along Ogden Avenue on 3.12 acres at 206 North Third Street and 220 North Fourth Street. Staff recommended approval. The approval expired 02/15/10.
04/02/08	The City Council approved an Extension of Time (EOT-26873) of a previously approved Special Use Permit (SUP-10491) for a proposed 8,700 square-foot expansion of an existing Non-Restricted Gaming Facility at 206 North Third Street and 220 North Fourth Street. Staff recommended approval. The approval expired 02/15/10.
07/16/08	The City Council approved a Petition to Vacate (VAC-27995) a Public Sewer Easement generally located at the northwest corner of Ogden Avenue and Fourth Street. The Planning Commission and staff recommended approval.
08/14/09	The Planning and Development Department administratively approved an Extension of Time (EOT-35237) of a previously approved Petition of Vacation (VAC-27995) to vacate a Public Sewer Easement generally located at the northwest corner of Ogden Avenue and Fourth Street. The approval will expire 07/16/10.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/27/10	The Planning Commission held this request (SDR-37946) in abeyance to the 06/24/10 Planning Commission meeting to allow the applicant to meet with an adjacent property owner.
06/24/10	The Planning Commission (6-0-1 vote/rt) recommended APPROVAL.

Most Recent Change of Ownership	
05/08/06	A deed was recorded for a change in ownership on APN 139-34-514-007.
10/08/07	A deed was recorded for a change in ownership on APN 139-34-514-008 and 009 and 139-34-501-009 and 010.
04/16/08	A deed was recorded for a change in ownership on APN 139-34-510-019.

Related Building Permits/Business Licenses	
Pre-1991	A business license (L16-00098) was issued for a tavern at 206 North Third Street. The license is still active.
08/04/98	Business licenses (C30-00984 and G08-00039) were issued for a race and sports book at 206 North Third Street. The licenses were marked out of business on 12/14/07.
09/04/03	A business license (G08-00056) was issued for non-restricted gaming at 206 North Third Street. The license is still active.
09/09/06	A business license (M18-03714) was issued for a promoter at 206 North Third Street. The license is still active.
02/07/07	A business license (A01-01253) was issued for an administrative office at 206 North Third Street. The license is still active.
02/13/07	A business license (M18-03870) was issued for a gaming research consultant at 206 North Third Street. The license was marked out of business on 12/17/07.
06/29/07	A business license (Q01-00470) was issued for a real estate business at 206 North Third Street. The license is still active.
03/12/09	A business license (M18-04657) was issued for a casino owners association at 206 North Third Street. The license is still active.

Pre-Application Meeting	
03/29/10	A pre-application meeting was held with the applicant to discuss the issues related to the project and to prepare the applicant for submittal of a Site Development Plan Review application. The following topics were discussed: • Traffic Engineering assisted the applicant in designing an entry into the property that preserves most of the streetscaping and sidewalk and queues approaching traffic out of the right-of-way; • Applicant proposes to add meeting space, but also will be removing floor area elsewhere, resulting in net change of near zero and minimal change in parking requirements; • Downtown Centennial Plan Threshhold (Type II) requirements will apply to the project; • Signage will be subject to DDRC review. A waiver may be needed; • Fire safety issues are being addressed separately with Fire and Rescue; • Applications and Statements of Financial Interest will be required from all owners, with documents linking signees to property ownership; • Encroachment agreement will be required for façade popouts along Stewart Avenue and landscaping in right-of-way; • Waivers of streetscaping, utilities (undergrounding) and parking lot screening (wrought iron fencing) will be required. Amenities in right-of-way already exist on 4th Street.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	A field check of the subject site revealed the following: • The portion of the site along Fourth Street is vacant, with the exception of two construction trailers, construction equipment, portable facilities, parked vehicles and two refuse dumpsters; • The vacant area is enclosed by screened chain link fencing; • The hotel is not operational at this time; • Fourth Street contains seven sets of palm trees within the amenity zone, Ogden contains one pair of palm trees, and Stewart contains three existing shade trees in the sidewalk; • Power poles are located in the sidewalk along Stewart Avenue

Details of Application Request	
Site Area	
Net Acres	3.94

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel, Gaming Establishment, Non-Restricted	C (Commercial)	C-2 (General Commercial)
North	Museum (Public)	PF (Public Facilities)	C-V (Civic)
South	Parking Garage	C (Commercial)	C-2 (General Commercial)
East	Hotel, Gaming Establishment, Non-Restricted, Tavern	C (Commercial)	C-2 (General Commercial)
	Government Facility Parking Garage	PF (Public Facilities)	C-2 (General Commercial)
West	Taverns, Parking Garage	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (Downtown Gateway District)	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		N
A-O (Airport Overlay) District (200 Feet)	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Las Vegas Redevelopment Plan Area	X		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060 and the Downtown Centennial Plan (Downtown Gateway District), the following development standards apply to the subject proposal:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	3,500 SF	N/A
Min. Lot Width	N/A	25 Feet	N/A
Min. Setbacks:			
• Front (Fourth Street)	70% of the first story façade shall align along the front property line	0%	Y*
• Side (Ogden Avenue)	Not required	0 Feet	Y
• Corner (Stewart Avenue)	70% of the first story façade shall align along the corner side property line	16%	Y*
• Rear	Not required	53 Feet	Y
Max. Lot Coverage	N/A	39%	N/A
Max. Building Height	N/A	237 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened	By condition
Mech. Equipment	Screened	Screened	Y

*The building was constructed to setbacks established at the time of original approval. The proposed improvements to the buildings do not affect the existing setbacks, and therefore compliance with the current standards is not required.

Pursuant to the Downtown Centennial Plan (Downtown Gateway District), the following landscape standards apply to the subject proposal:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area Trees	1 Tree/6 uncovered spaces in islands and/or lot perimeter	9 Trees	9 Trees	Y
Min. Landscaped Surface Area	10 SF/surface parking space provided	540 SF	4,054 SF	Y
Turf Limitations	Max. 25% of total landscaped area		None	Y

Pursuant to the Downtown Centennial Plan (Downtown Gateway District), the following streetscape standards apply:

Streetscape Standards	*Required*	*Provided*	*Compliance*
Minimum Sidewalk width	10 feet	4th St. - 10 feet Ogden Ave. - 5 feet Stewart Ave. - 10 feet	N
Amenity zone (Ogden Ave., Fourth St., Stewart Ave.)	5 feet	4th St. - 5 feet Ogden Ave. – 5 feet Stewart Ave. - 0 feet	N
Right-of-way improvements	Light fixtures, streetlights, benches, trash receptacles, grates	Grates, light fixtures, streetlights, receptacles	Y
East-West Streets (Ogden Ave. and Stewart Ave.)	36" box shade trees at 15-20' intervals (min. 19 trees)	Stewart Ave. - 3 shade trees (existing) Ogden Ave. – 8 shade trees (proposed) and 2 palm tree (existing)	N
North-South Streets (4th St.)	25' date palms or similar at 30' intervals (min. 6 trees)	Existing fan palms at 20' intervals (14 trees)	Y

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	
Hotel	634 rooms	1 space per guest room	634		499		Y
TOTAL SPACES REQUIRED			634		499		Y
TOTAL (With Handicapped)			621	13	488	11	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.

Waivers		
Requirement	***Request***	***Staff Recommendation***
DTCP VII.B.1.e Utilities – Underground utilities required	Utilities along Stewart Ave. to remain above ground	Approval
DTCP VII.B.3.d Parking Screening – Ornamental screening required where parking lots face public streets	Block wall screening adjacent to the service yard	Approval
DTCP VII.B.3.g Parking Lot Development Standards – Min. one shade tree/6 spaces in islands and/or perimeter of parking lot (min. 9 trees)	9 Trees	Waiver is no longer required
DTCP VII.B.4.a Right-of-Way Improvements – 10' sidewalk, 5' amenity zone	Zero-foot amenity zone along a portion of Stewart Ave., adjacent to the service yard; five-foot sidewalk along Ogden Ave., adjacent to the existing building	Approval
DTCP VII.B.4.c East-West Streets – 36" box trees at 15-20' intervals along Stewart Ave. and Ogden Ave.	No additional trees along Stewart Ave.	Approval

ANALYSIS

The entire project is subject to Downtown Centennial Plan standards. Pursuant to Section VIII.A of the Plan, the expansion of the buildings qualifies as a Threshold Category II project, requiring undergrounding of utilities and provision of streetscape improvements. Waivers of Downtown Centennial Plan streetscape, utility, parking lot landscaping and screening requirements were requested; however, revised plans were submitted on 06/09/10 which will minimize the requested waivers.

The most visible changes to the property from public rights-of-way will be along Fourth Street. A deceleration lane is proposed along the west side of Fourth Street providing a left-only turn into the site, in order to eliminate disruption of traffic flow. A portion of the existing sidewalk and amenity zone would be used for the deceleration lane. The east elevation of the east tower will be improved to incorporate façade modifications, a new building entrance and a porte cochere. The building footprint is not proposed to be altered; rather, the new building will extend 25 feet from the roof of the casino and will match the façade improvements on the east side of the east tower. Proposed streetscape along Fourth Street is in compliance with Downtown Centennial Plan standards.

Along Stewart Avenue, the proposed 20-foot driveway access from the service yard area will allow egress for vehicles turning around within the site. An eight-foot tall decorative block wall will be provided around the perimeter of the service yard area. Although this wall does not meet the Downtown Centennial Plan ornamental wrought iron screen fence requirement, it is an acceptable alternative, as the proposed wall will provide better visual and audible screening of the service yard activities from the public right-of-way. Stewart Avenue is undergoing a current capital project improvement that will allow for the future undergrounding of utilities and provide streetscaping adjacent to the site in conformance to the Downtown Centennial Plan where possible. As a result, waivers to allow existing overhead utilities to remain and for streetscape along Stewart Avenue, with the exception of the segment from 4th Street east to the parking lot driveway, can be supported. The proposed façade improvements on the north elevation of the existing west tower will encroach 10 inches into the Stewart Avenue right-of-way, and improvements to the façade of the north elevation of the existing east tower will encroach six inches into Stewart Avenue. These encroachments are addressed as a Public Works condition, in which an encroachment agreement for maintenance will be necessary.

Other revisions to the site and landscape plans include the following:

- Nine 36-inch box street trees have been provided in the amenity zone along Ogden Avenue, with a 10-foot sidewalk provided from 4th Street to the existing building.
- Nine parking lot trees are provided, meeting the requirement of the Downtown Centennial Plan. A waiver is no longer necessary for this item.
- A five-foot amenity zone and a 10-foot sidewalk are provided along Stewart Avenue from 4th Street to the parking lot driveway, in conformance with the Downtown Centennial Plan.
- A decorative wrought iron fence meeting the requirement of the Downtown Centennial Plan is provided along 4th Street and Ogden Avenue.
- Additional trees are provided along the vacated 3rd Street corridor

These revisions bring the proposed site into compliance with the design standards of the Downtown Centennial Plan to the extent that existing conditions allow.

The site is underparked by Title 19 standards; when applied, those standards require a minimum of 634 spaces, and 499 spaces are provided in the existing parking garage and the new surface parking lot. However, the Downtown Centennial Plan takes into account offsite parking, lot size limitations, alternate modes of transportation and a substantial residential element in the area, and Title 19 does not automatically apply Title 19.04 parking requirements for projects within the Downtown Centennial Plan area. As the table below shows, the number of required spaces will decrease due to removal of existing rooms, while the number of spaces provided will increase. This reduces the percentage of underparked spaces on the site from 44% to 21%.

	Existing	Proposed	Change
Number of Rooms/Required Parking Spaces	796	634	-162
Parking Spaces Provided	445	499	+54
Spaces Underparked	351	135	-216

The number of handicap accessible spaces does not meet Title 19.10 requirements. A condition of approval will require the provision of handicap spaces to meet Title 19.10.

All proposed signage will require review and approval by the Downtown Design Review Committee prior to the issuance of sign permits. A portion of the site is located within the Downtown Casino Overlay District, which is governed by Title 19.06. The site is not included in the Special Signage Area; however, the south 80 feet of the site is subject to the standards of the Special Signage Area by virtue of its inclusion within a 125-foot buffer of the Special Signage Area boundary.

The project site lies within the 200-foot height limitation imposed by the Airport Overlay District. Although the existing west tower has a height of 237 feet, no new construction above 200 feet is proposed. The proposed addition to the roof of the hotel and casino is well within the height limitation of the Airport Overlay District. The project will not have any impact on the Live/Work District, in which this site is located.

Staff recommends approval of the Site Development Plan Review, as the requested Waivers are minor in nature and will be mitigated by the public improvements currently underway along Stewart Avenue, and the project substantially complies with Downtown Centennial Plan standards, which will make the site compatible with recent development east of Fourth Street.

FINDINGS (SDR-37946)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with surrounding commercial properties zoned C-2 (General Commercial) and the C-V (Civic) zoned area to the north containing public buildings. Proposed changes to the exterior of the existing hotel and casino will not affect the building footprint.

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 expansion is in substantial compliance with Downtown Centennial Plan streetscape, utility, parking lot landscaping and screening requirements. The existing land uses are consistent with the General Plan for this site.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Access to the site currently exists from Stewart Avenue, an 80-foot Secondary Collector as designated by the Master Plan of Streets and Highways, Ogden Avenue, also a Secondary Collector, and Third Street, a private street within the hotel complex. A new access is proposed from Fourth Street into the property that will reduce disruption of traffic flow on Fourth Street and will lead traffic to either a surface parking area or to through lanes to Ogden Avenue. Two new driveways will provide one way access from the south side of Stewart Avenue: one will provided access to the proposed surface parking area and the other to the existing west tower. Service vehicles may still enter and exit the site from Stewart Avenue, with an additional driveway provided. The proposed expansion of the existing service yard will allow better circulation for large trucks on the property.

4. Building and landscape materials are appropriate for the area and for the City;

Building materials are appropriate for this area. The type of landscape materials are acceptable but are lacking in quantity, especially along Stewart Avenue, Ogden Avenue and the surface parking area.

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 façade improvements will create a more modern look for the existing hotel and are compatible with other developments in the Downtown Centennial Plan area. The design incorporates awnings at building entrances and variations in color and relief.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Proposed development on the site will be subject to permit review and inspection, thereby constituting appropriate measures to protect the public health, safety and general welfare.

PLANNING COMMISSION ACTION

The Planning Commission added conditions 1, 2 and 23 and amended condition #4 as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 112 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37946** APN: 139-34-514-008

Name of Property Owner: 221 North 3rd Street LV, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____ NP

Print Name: Nicholas V. Morosoff

Secretary of Property Owner

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

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Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

12th (Date) day of April (Month), 20 10 (Year), by

(1) Nicholas V. Morosoff (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (✓)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Denise del Rey (Signature of Notary Public)

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37946** APN: 139-34-510-019 & 139-34-514-009

Name of Property Owner: 220 North 4th Street LV, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

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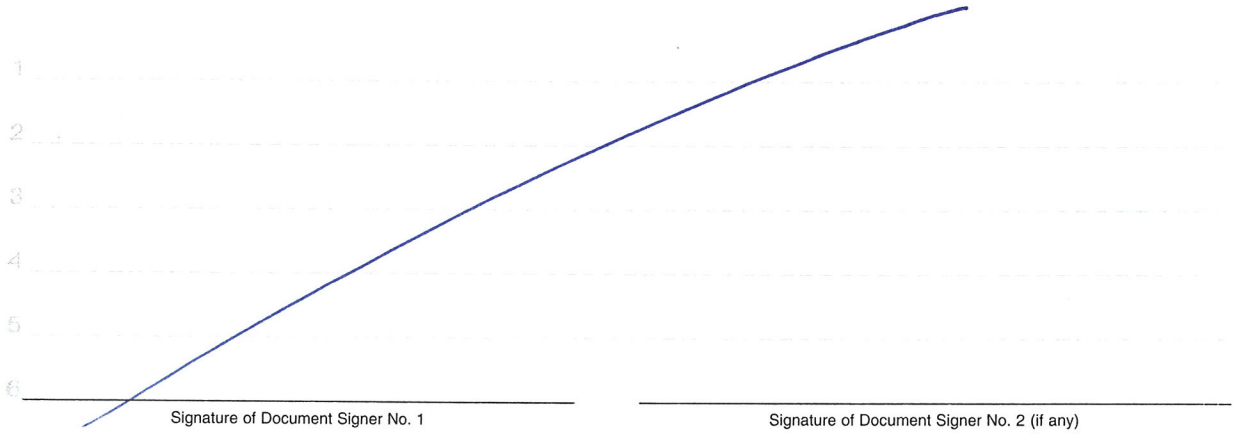

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37946 APN: 139-34-501-009 & 010

Name of Property Owner: 201 North 3rd Street LV, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature] #P

Print Name: Nicholas V. Morosoff
Secretary of Property Owner

Subscribed and sworn before me

This _____ day of _____, 20____

_____
Notary Public in and for said County and State

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37946** APN: 139-34-514-007

Name of Property Owner: CIM/LL Las Vegas, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____ NVF

Print Name: Nicholas V. Morosoff
Secretary of Property Owner

Subscribed and sworn before me

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Signature of Notary Public

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-514-007 **Ward #** 5

General Plan: existing yes proposed ____ **Zoning:** existing yes proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

PROPERTY OWNER CIM/LL Las Vegas, LLC **Contact** Jeff Rosen

Address 6922 Hollywood Blvd. 9th Floor **Phone:** (323) 860-4900 **Fax:** (323) 860-4901

City Los Angeles **State** CA **Zip** 90028

E-mail Address jrosen@cimgroup.com

APPLICANT Resort Gaming Group, LLC **Contact** Todd Kessler

Address 206 N. 3rd St **Phone:** (702) 953-4320 **Fax:** (702) 477-0045

City Las Vegas **State** NV **Zip** 89101

E-mail Address todd@rgglv.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Nicholas V. Manoloff Secretary of Property Owner

Subscribed and sworn before me

This ____ day of ____, 20 ____.

____

Notary Public in and for said County and State

Revised 10/27/08 "Refer to attached for Notary"

FOR DEPARTMENT USE ONLY

Case #	SDR-37946
Meeting Date:	05/27/10
Total Fee:	$1030.00
Date Received:*	04/13/10
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.

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

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☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

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2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th (Date) day of April (Month), 20 10 (Year), by

(1) Nicholas V. Morosoff (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (✓)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Denise del Rey (Signature of Notary Public)

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

Place Notary Seal Above

OPTIONAL

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Title or Type of Document: application / Petition Form

Document Date: April 12th, 2010 Number of Pages: 1

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-501-009 & 010 **Ward #** 5

General Plan: existing yes proposed ____ **Zoning:** existing yes proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

PROPERTY OWNER 201 North 3rd Street LV, LLC **Contact** Jeff Rosen

Address 6922 Hollywood Blvd 9th Floor **Phone:** (323) 860-4900 **Fax:** (323) 860-4901

City Los Angeles **State** CA **Zip** 90028

E-mail Address jrosen@cimgroup.com

APPLICANT Resort Gaming Group, LLC **Contact** Todd Kessler

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City Las Vegas **State** NV **Zip** 89101

E-mail Address todd@rgglv.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

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Print Name Nicholas V. Horcroft Secretary of Property Owner

Subscribed and sworn before me

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Notary Public in and for said County and State

Revised 10/27/08 "Refer to attached for Notary"

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Case #	SDR-37946
Meeting Date:	05/27/10
Total Fee:	$ 1030.00
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Received By:	D. Vale

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State of California

County of Los Angeles

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12th day of april, 2010, by
Date Month Year

(1) Nicholas V. Morosoff,
Name of Signer

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(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Denise del Rey
Signature of Notary Public

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-510-019 & 139-34-514-009 **Ward #** 5

General Plan: existing yes proposed ____ **Zoning:** existing yes proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

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Address 6922 Hollywood Blvd 9th Floor **Phone:** (323) 860-4900 **Fax:** (323) 860-4901

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E-mail Address jrosen@cimgroup.com

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E-mail Address todd@rgglv.com

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Meeting Date:	05/27/10
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State of California

County of Los Angeles

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013
NNA14

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Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013
NNA14

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Signature of Notary Public

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-514-008 **Ward #** 5

General Plan: existing yes proposed ____ **Zoning:** existing yes proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

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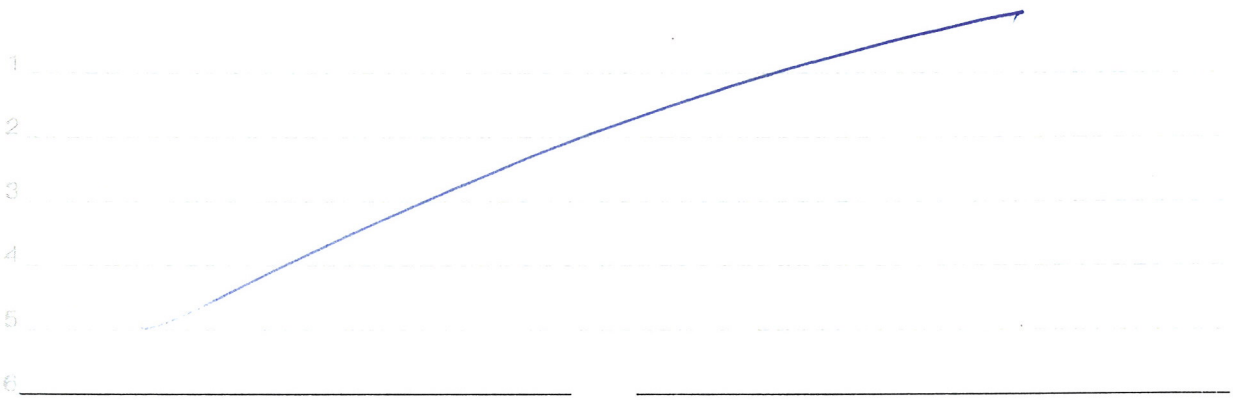

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Signature Denise del Rey
Signature of Notary Public

DENISE DEL REY
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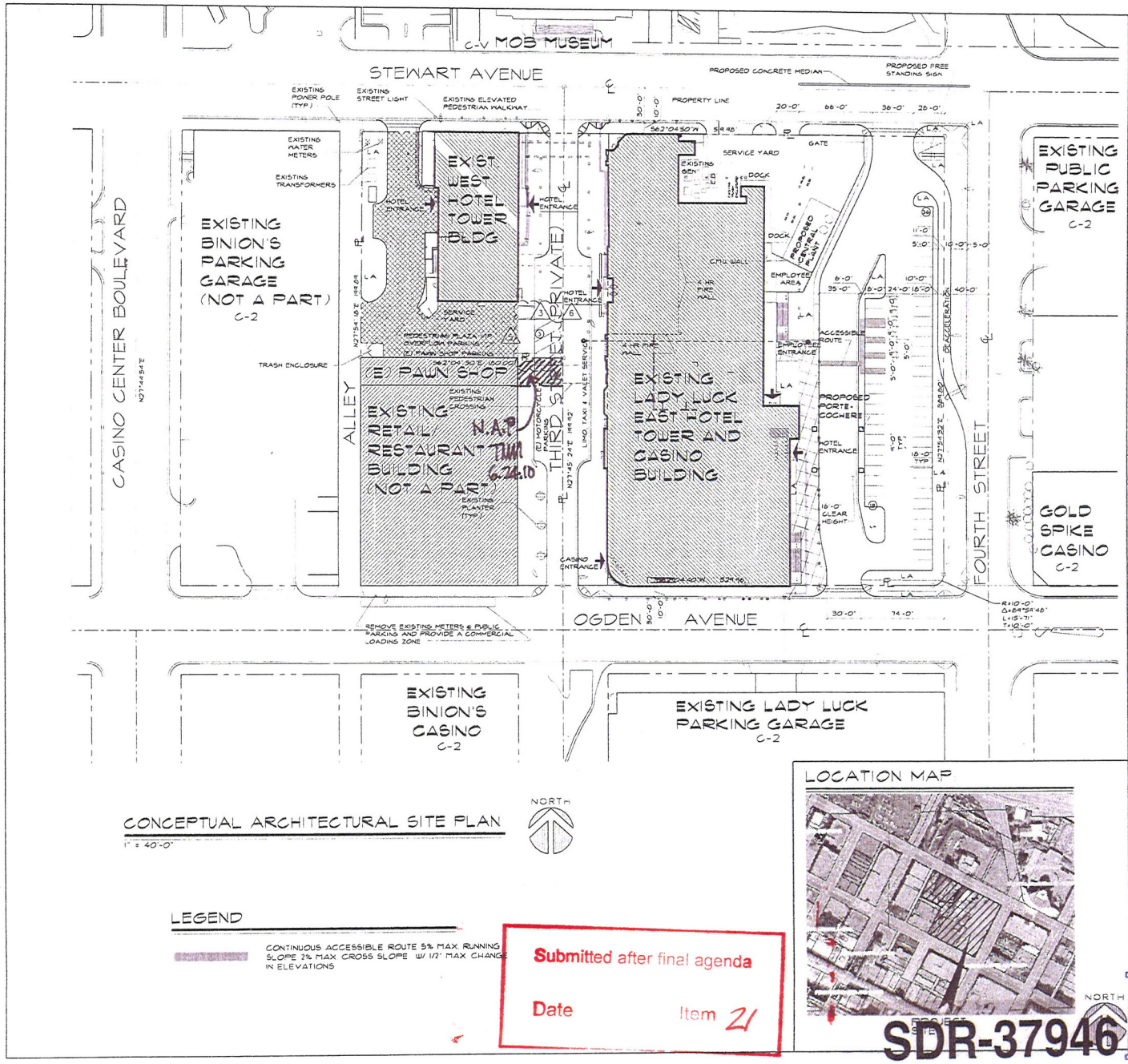


PROJECT DATA

ASSESSORS PARCEL NUMBER(S)	139-34-514-003 139-34-514-006 139-34-514-007 139-34-510-013 139-34-501-005
ACTION REFERENCE NUMBER(S)	
GOVERNING JURISDICTION	CITY OF LAS VEGAS
DEVELOPMENT CODE	TITLE 19
EXISTING LAND USE ZONE	GENERAL COMMERCIAL DISTRICT (C-2)
ZONING OVERLAY DISTRICT(S)	N/A
LAND USE PLAN	DOWNTOWN CENTENNIAL GATEWAY DISTRICT
SITE AREA	3.94 ACRES/ 171,888 SQ. FT

BUILDING AREA
EXISTING EAST TOWER AREA

BASEMENT	8,744 SQ. FT
1ST FLOOR	55,004 SQ. FT
2ND FLOOR	18,451 SQ. FT
3RD FLOOR	42,125 SQ. FT
4TH THROUGH 17 TH FLOOR (11,872 SQ. FT. X 13)	143,936 SQ. FT
EXISTING EAST TOWER TOTAL AREA	268,860 SQ. FT
EXISTING PEDESTRIAN BRIDGE AREA	1,120 SQ. FT

BUILDING AREA
EXISTING WEST TOWER AREA

BASEMENT	9,847 SQ. FT
1ST FLOOR	11,202 SQ. FT
2ND FLOOR	18,456 SQ. FT
3RD FLOOR	8,454 SQ. FT
4TH THROUGH 25TH FLOOR (9,454 SQ. FT. X 21)	198,534 SQ. FT
EXISTING WEST TOWER TOTAL AREA	239,533 SQ. FT
TOTAL BUILDING AREA	508,513 SQ. FT
FLOOR AREA RATIO	2.92

EAST TOWER

BUILDING HEIGHT	168'-0"
NUMBER OF STORIES	17 W/ BASEMENT

WEST TOWER

BUILDING HEIGHT	237'-0"
NUMBER OF STORIES	25 W/ BASEMENT

PARKING ANALYSIS

PARKING RECOMMENDED (1 PER GUEST ROOM (634 X 1)) (1)	634 SPACES
EXISTING PARKING GARAGE (3)	445 SPACES
PROPOSED SURFACE PARKING	56 SPACES
ACCESSIBLE PARKING PROVIDED (INCLUDING ONE VAN & TWO ACCESSIBLE)	
TOTAL PARKING PROVIDED	501 SPACES

CONCEPTUAL ARCHITECTURAL SITE PLAN

1" = 40'-0"

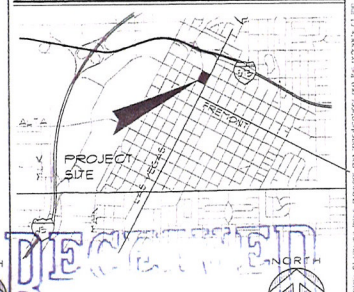
NORTH

LEGEND

CONTINUOUS ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX CROSS SLOPE W/ 1/2" MAX CHANGE IN ELEVATIONS

LOCATION MAP

VICINITY MAP



Submitted after final agenda
Date
Item 21

SDR-37946
REVISED

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JUN 22 2010

HFAI
pacific design concepts, llc
4880 Rainbow Avenue
Las Vegas, California 89139
T 415 397 5534
F 415 397 5534
3400 W. Horizon Ridge Parkway Suite 200
Henderson, Nevada 89052
(702) 454-5842 fax (702) 454-7442
www.hfaiarchitects.com

project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3rd St. LAS VEGAS, NEVADA 89101

PRELIMINARY
NOT FOR CONSTRUCTION
5-11-2010

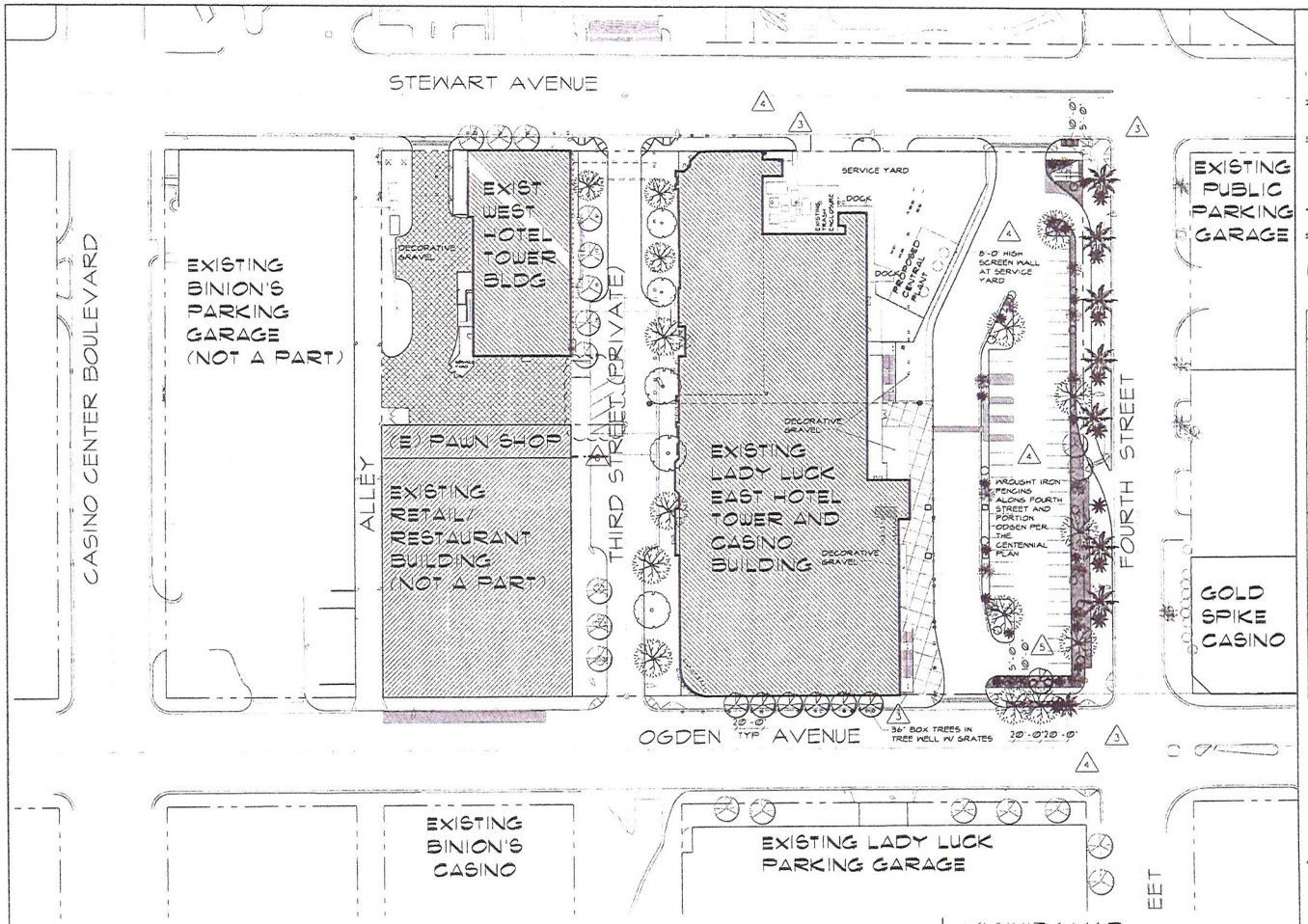
sheet title:
CONCEPTUAL ARCHITECTURAL SITE PLAN
LAND USE SUBMITTAL

issue dates

drawn by: KKC/MS/PT
checked by: RCG
project no: 09-1508
revisions:
5-4-2010
5-12-2010
6-8-2010
6-10-2010
6-16-2010

sheet no: AS1.01

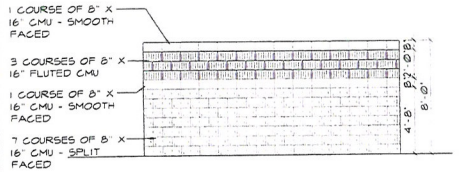
of sheets



CONCEPTUAL LANDSCAPE PLAN

1" = 40'-0"

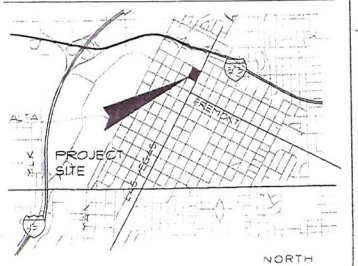
NORTH



PROPOSED SCREEN WALL

SCALE 1/4"=1'-0"

VICINITY MAP



MISCELLANEOUS NOTES

1 ALL EXPOSED SOILS TO RECEIVE 2" THICK LAYER OF DECORATIVE GRAVEL OR DECOMPOSED GRANITE

2 ANY TREE WITHIN 5' OF A SIDEWALK / PAVED SURFACE AND/OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD

3 DECOMPOSED GRANITE COLOR: PALMINO CORAL 1/2" SCREENED
DECORATIVE GRAVEL COLOR: RED SANDSTONE 3/4"
DECOMPOSED GRANITE SOURCE: VISTA ROCK LAS VEGAS, NEVADA
DECORATIVE GRAVEL SOURCE: STAR NURSERY LAS VEGAS, NEVADA

4 ALL LANDSCAPE AREAS TO RECEIVED COMPLETE AUTOMATIC PERMANENT UNDERGROUND DRIP IRRIGATION SYSTEM

5 TREE GRATES OR DECOMPOSED GRANITE IN TREE WELLS ARE ACCEPTABLE. TREE GRATES SHALL COMPLY WITH THE CITY OF LAS VEGAS CENTENNIAL PLAN DESIGN GUIDELINES

PROPOSED LANDSCAPE LEGEND

TREES SYM	SIZE	QU	BOTANICAL NAME	COMMON NAME
	36" BOX	5	CERATONIA SILIQUA	CAROB TREE
	36" BOX	5	QUERCUS VIRGINANA	SOUTHERN LIVE OAK TREE
SHRUBS	**SIZE**		**BOTANICAL NAME**	**COMMON NAME**
	5 GAL	15	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGER
	5 GAL	15	RAPHIOLEPIS INDICA	INDIAN HAWTHORN
	5 GAL.	15	ROSMARINUS OFFICINALIS 'PROSTRATUS'	DWARF ROSEMARY

EXISTING LANDSCAPE LEGEND

EXISTING OAK TREE TO REMAIN

EXISTING MEXICAN FAN PALMS TO REMAIN

ANALYSIS

TOTAL LANDSCAPE BUFFER AREA = 4,054 SQ FT

DENOTES BUFFER AREA

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JUN 22 2010

SDR-37946

REVISED

HFAI
pacific design concepts, llc
4000 Blue Diamond Avenue
Las Vegas, Nevada 89139
t 415.331.5233
f 415.927.5234
www.hfai.com
4000 Blue Diamond Avenue, Suite 200
Las Vegas, Nevada 89139
(702) 454-8282 fax (702) 454-7842

project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3RD ST. LAS VEGAS, NEVADA 89101

PRELIMINARY
NOT FOR CONSTRUCTION
5-11-2010

sheet title:
CONCEPTUAL LANDSCAPE PLAN
LAND USE SUBMITTAL

issue dates

drawn by: KKG/MS/RT
checked by: RGG
project no: 05-158
revisions:
4-4-2010
5-12-2010
6-8-2010
6-9-2010
6-16-2010
6-16-2010
sheet no: AL1.01
of: sheets

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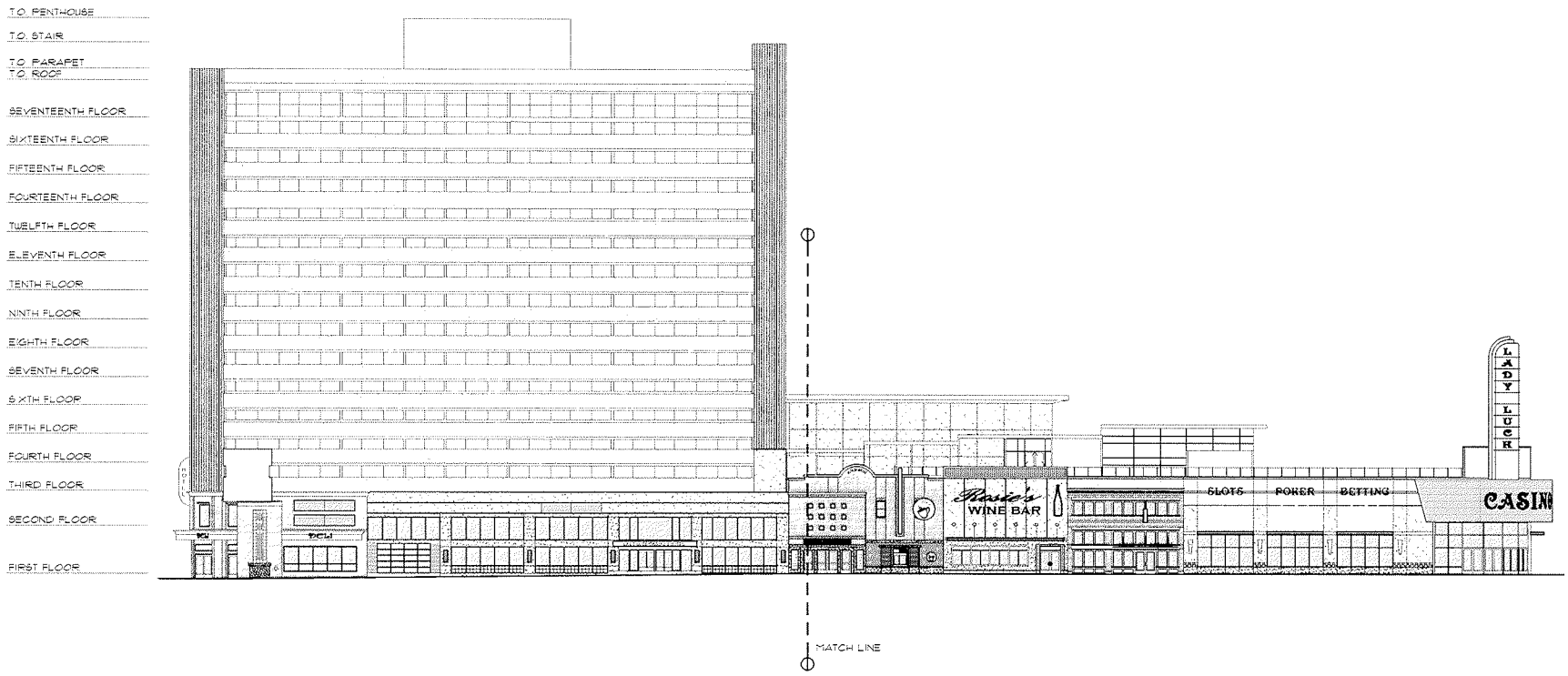
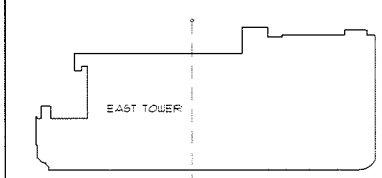


A / A6.11 EAST TOWER OVERALL WEST ELEVATION

SCALE: 1/16"=1'-0"

KEY PLAN



NORTH

SCALE NTS

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SDR-37946

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pacific design concepts, llc

3005 w. horizon ridge parkway, suite 200
henderson, nevada 89052
(702) 454-5842 fax (702) 454-7842

project title:
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RENOVATION / EXPANSION
206 N. 3RD ST LAS VEGAS, NEVADA 89101

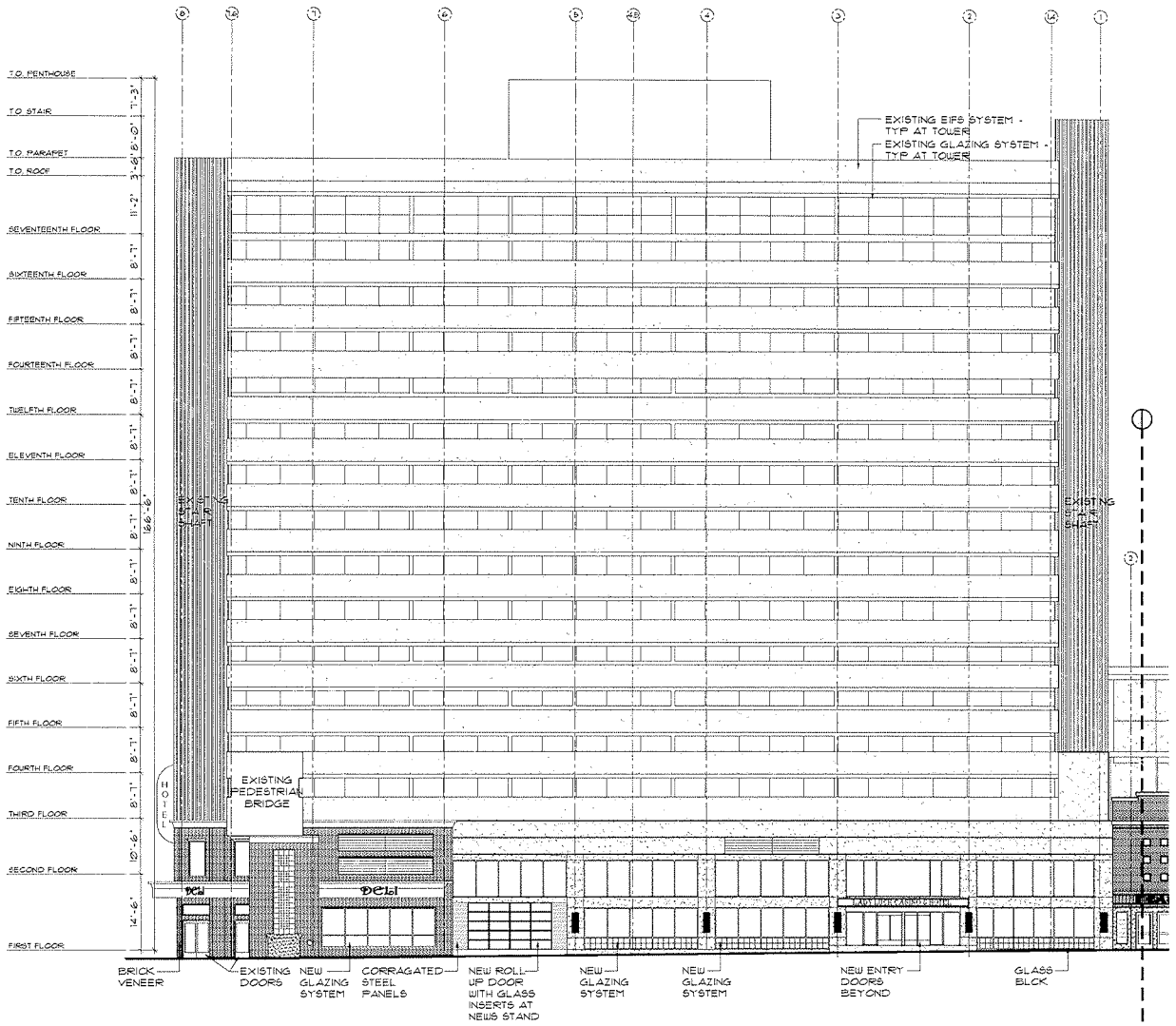
PRELIMINARY
NOT FOR CONSTRUCTION
4-9-2010

sheet title:
EAST TOWER - WEST
EXTERIOR ELEVATION
LAND USE SUBMITTAL

issue dates:

drawn by: KKG/MS/PT/AK
checked by: RCG
project no.: 09-150
revisions:

sheet no.
A6.11
of sheets

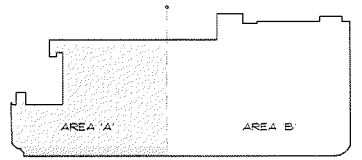


1 / A6.11 EAST TOWER WEST ELEVATION - AREA 'A'

SCALE: 3/32"=1'-0"

RECEIVED
APR 13 2010

KEY PLAN



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4-9-2010

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205 N. 3RD ST. LAS VEGAS, NEVADA 89101

pacific design concepts, llc
3005 w. horizon ridge parkway, suite 200
henderson, nevada 89052
(702) 454-6842 fax (702) 454-7842
HFAI

sheet title:
EAST TOWER - WEST EXTERIOR ELEVATION - AREA 'A' (LUS)

issue dates:

drawn by: KKG/MS/PT/AK
checked by: RCG
project no.: 09-150
revisions:

sheet no.
A6.11.1
of sheets

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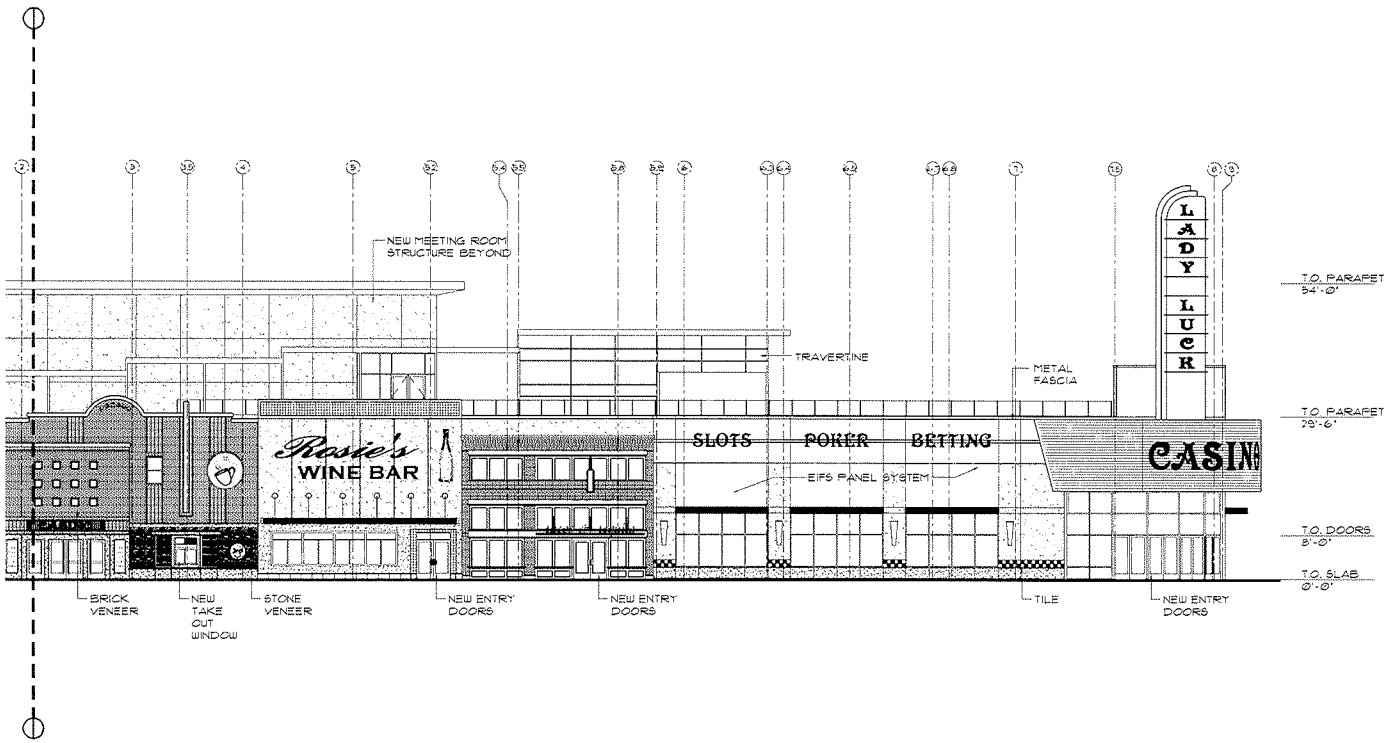

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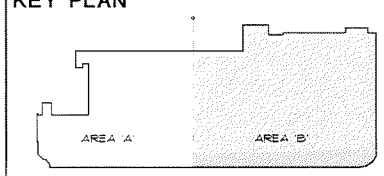
1 A6.11.2 EAST TOWER WEST ELEVATION - AREA 'B'
SCALE: 3/32"=1'-0"

NORTH

KEY PLAN



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project title:
Lady Luck
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206 N. 3RD ST. LAS VEGAS, NEVADA 89101

sheet title:
EAST TOWER - WEST EXTERIOR ELEVATION - AREA 'B' (LUS)

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checked by: RCG
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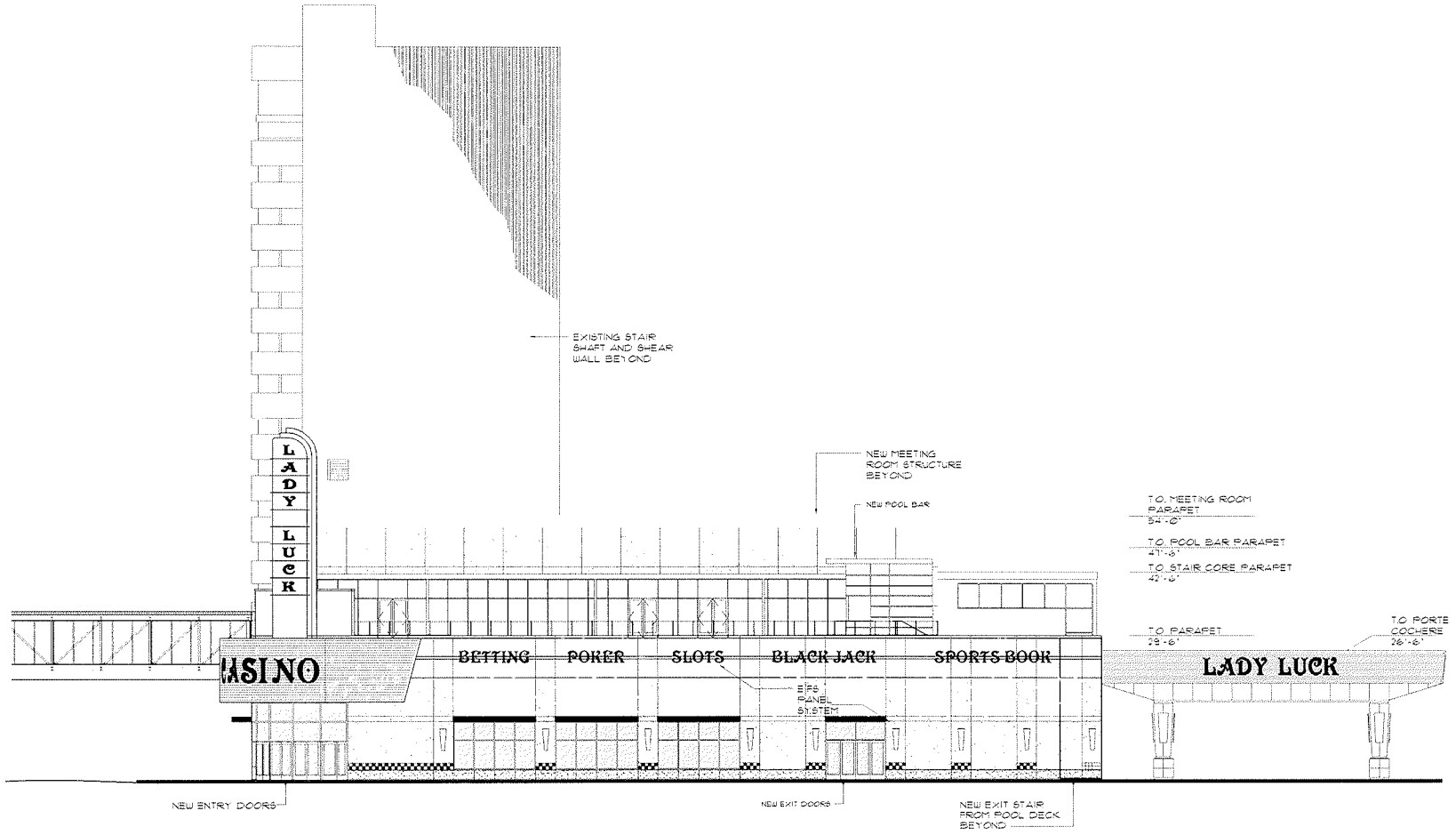

1 A6.12 EAST TOWER SOUTH ELEVATION

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LAND USE SUBMITTAL

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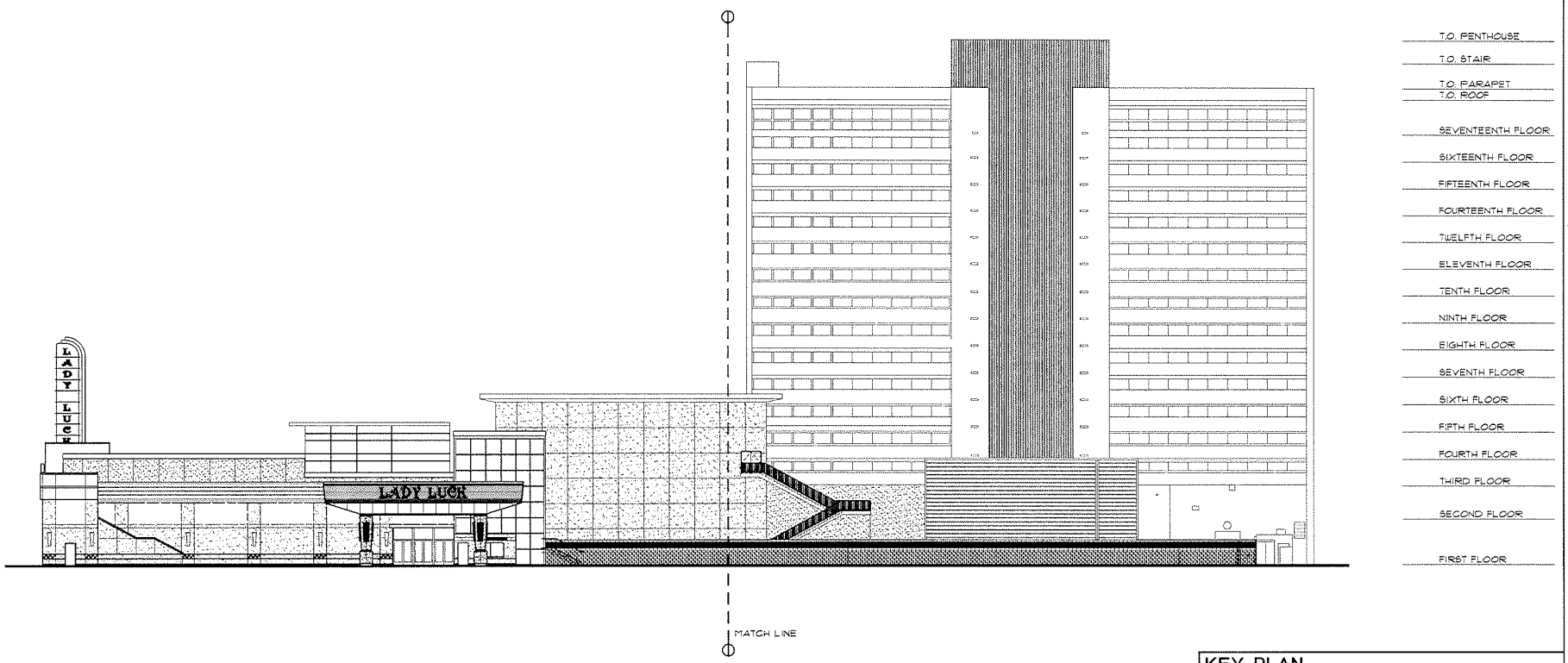

A / A6.13 EAST TOWER OVERALL EAST ELEVATION

SCALE: 1/16"=1'-0"

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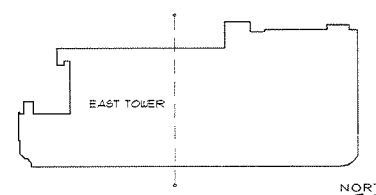

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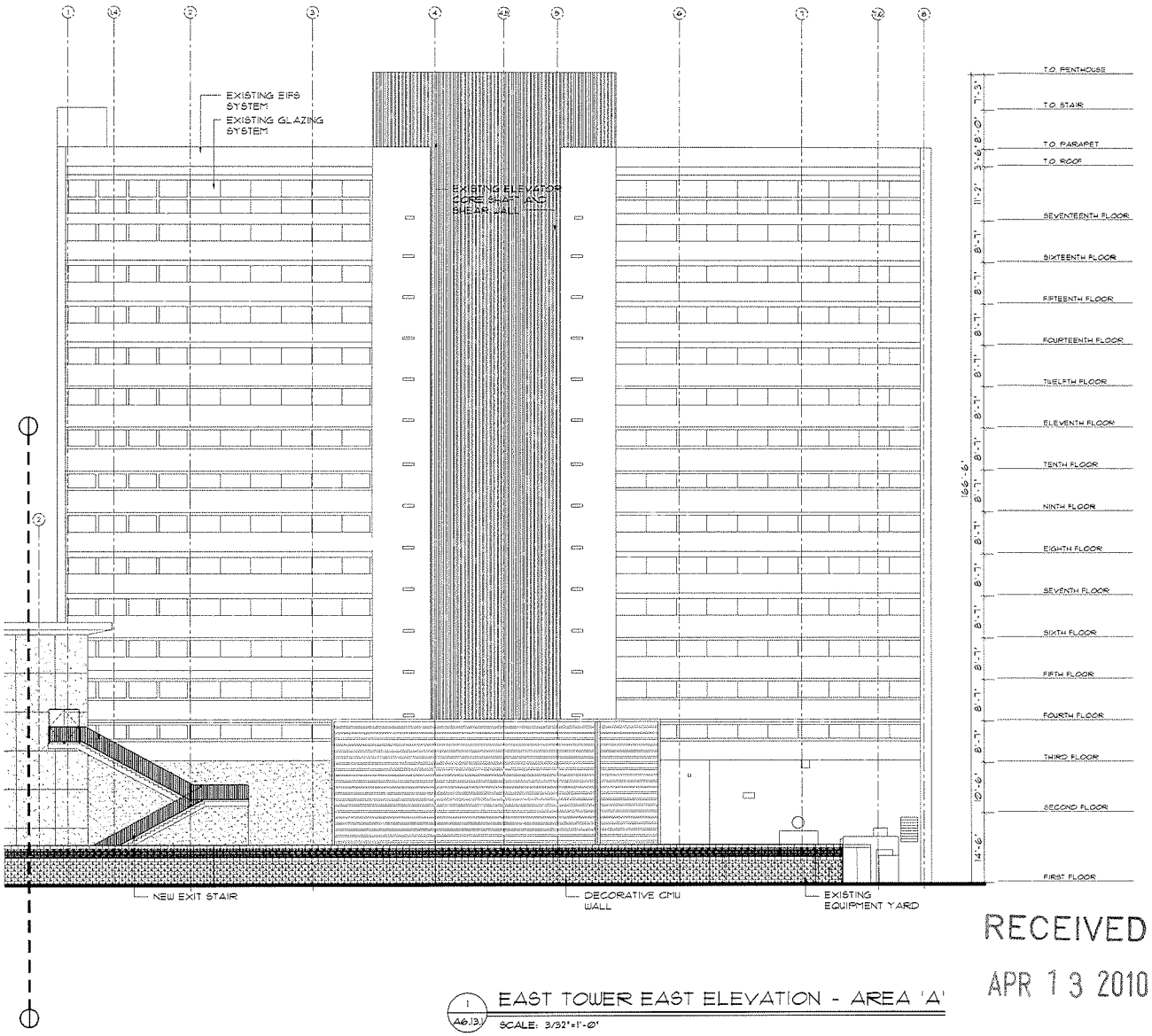

1 A6.13.1 EAST TOWER EAST ELEVATION - AREA 'A'

SCALE: 3/32"=1'-0"

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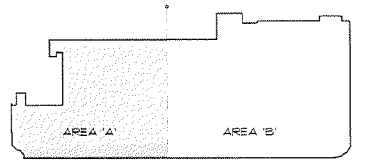
KEY PLAN



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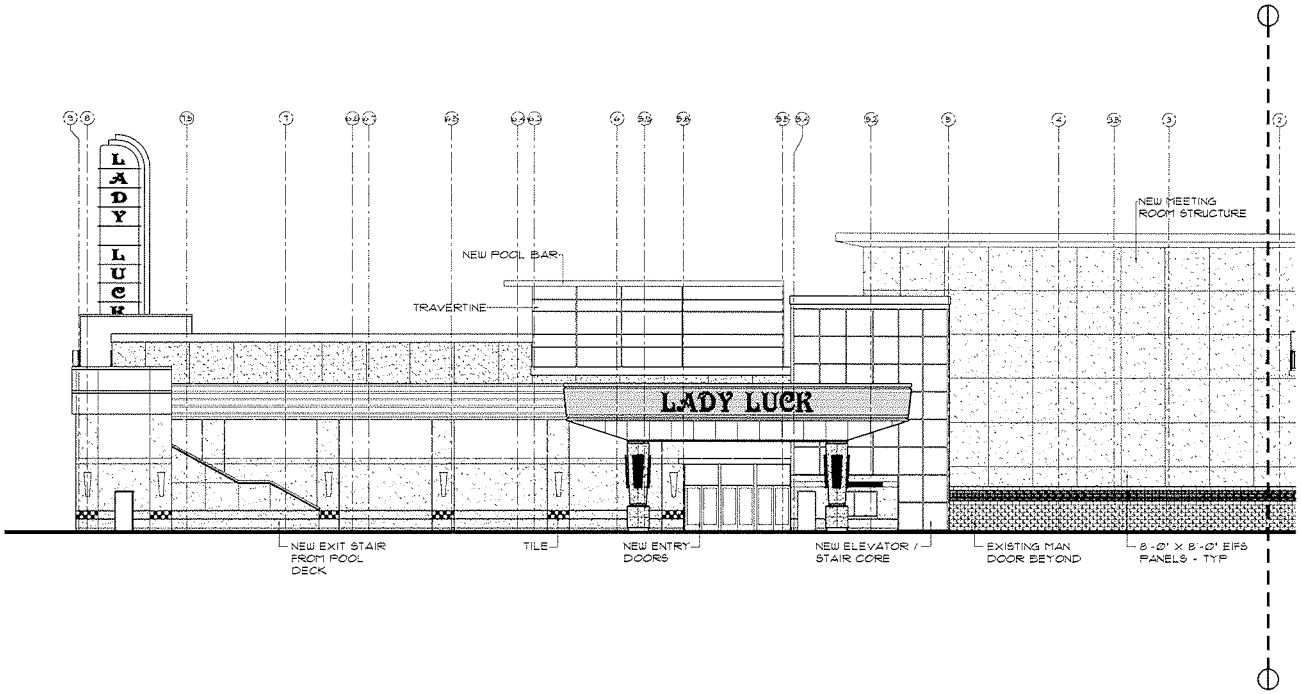

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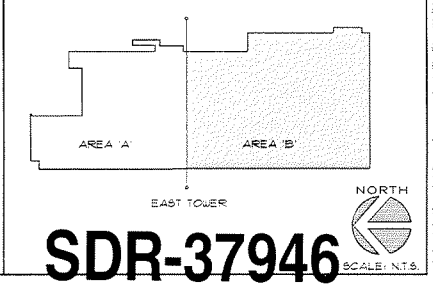
1 A6.13.2 EAST TOWER EAST ELEVATION - AREA 'B'

SCALE: 3/32"=1'-0"

KEY PLAN



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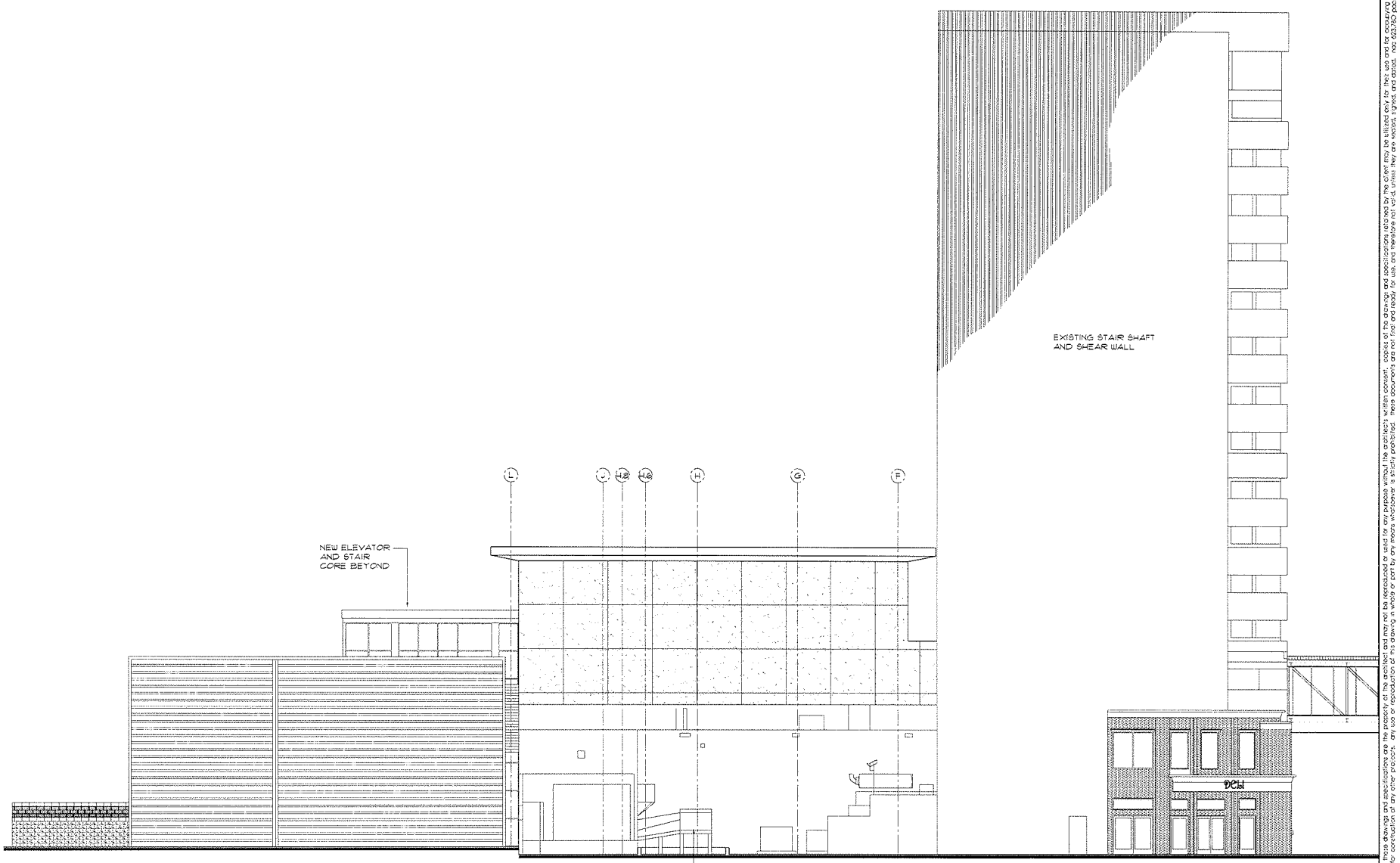

1 / A6.14 EAST TOWER NORTH ELEVATION

SCALE: 1/8"=1'-0"

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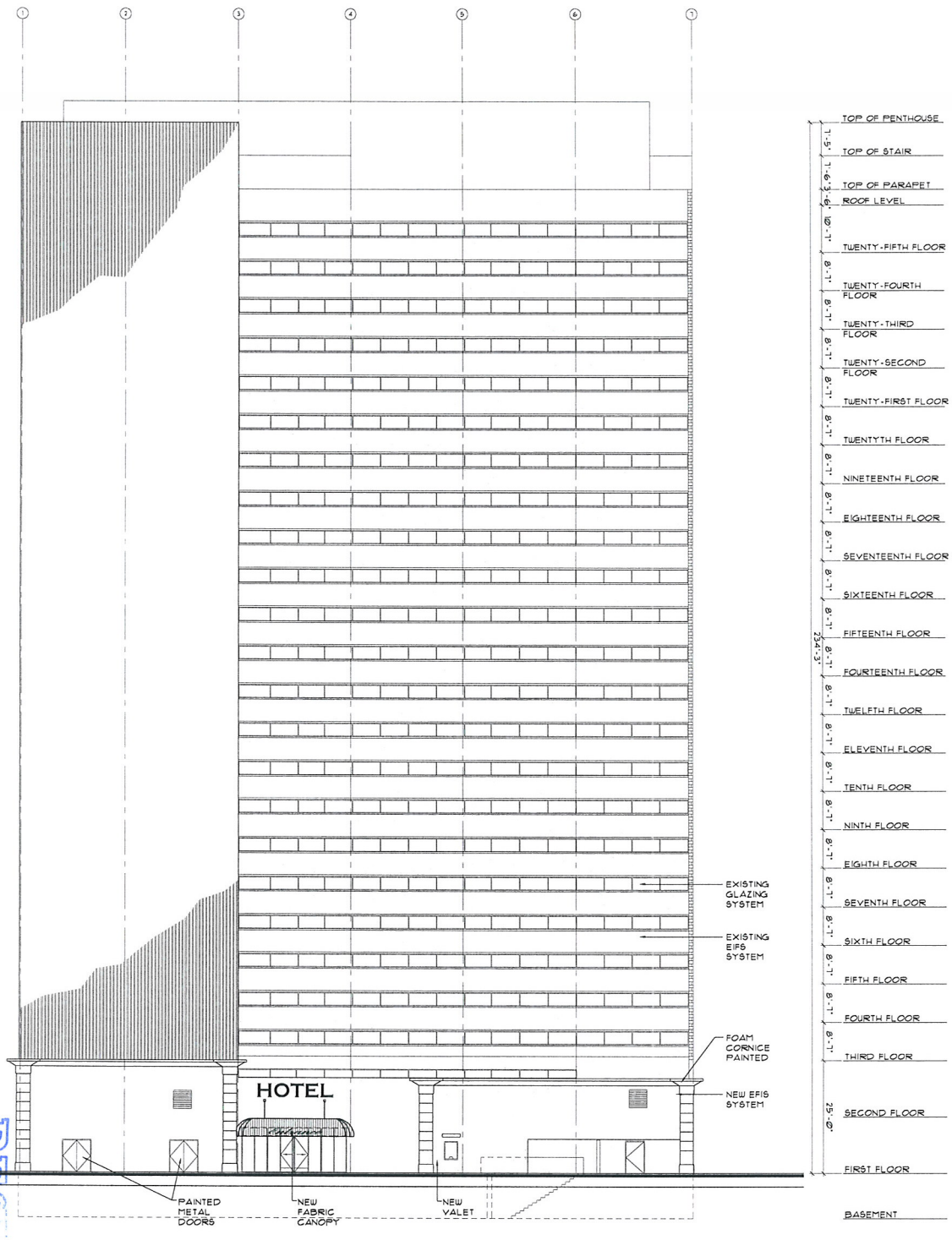

1 A6.02 WEST ELEVATION
SCALE: 3/32"=1'-0"

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of
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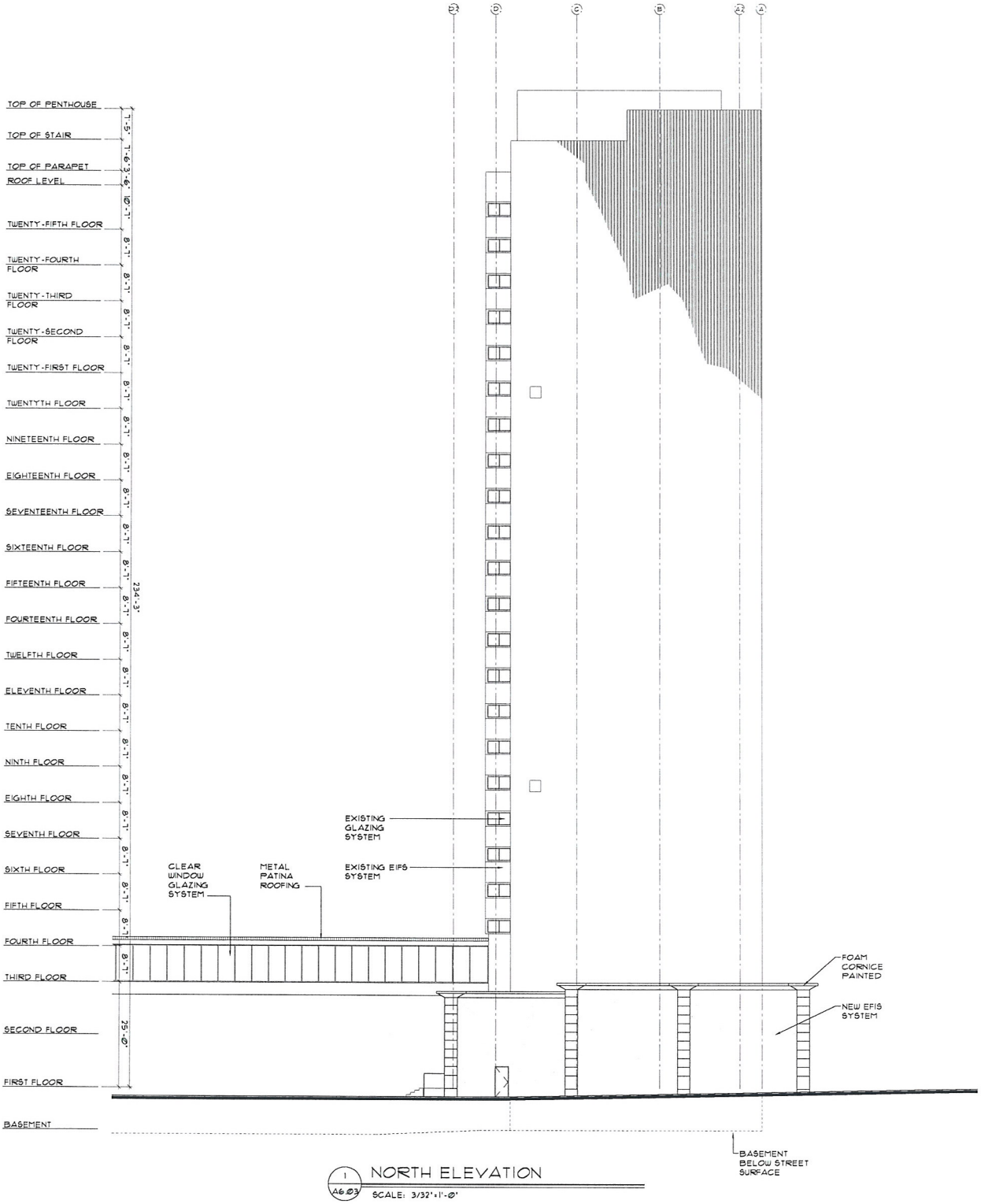

1 A6.03 NORTH ELEVATION

SCALE: 3/32"=1'-0"

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revisions
project no. 09-146
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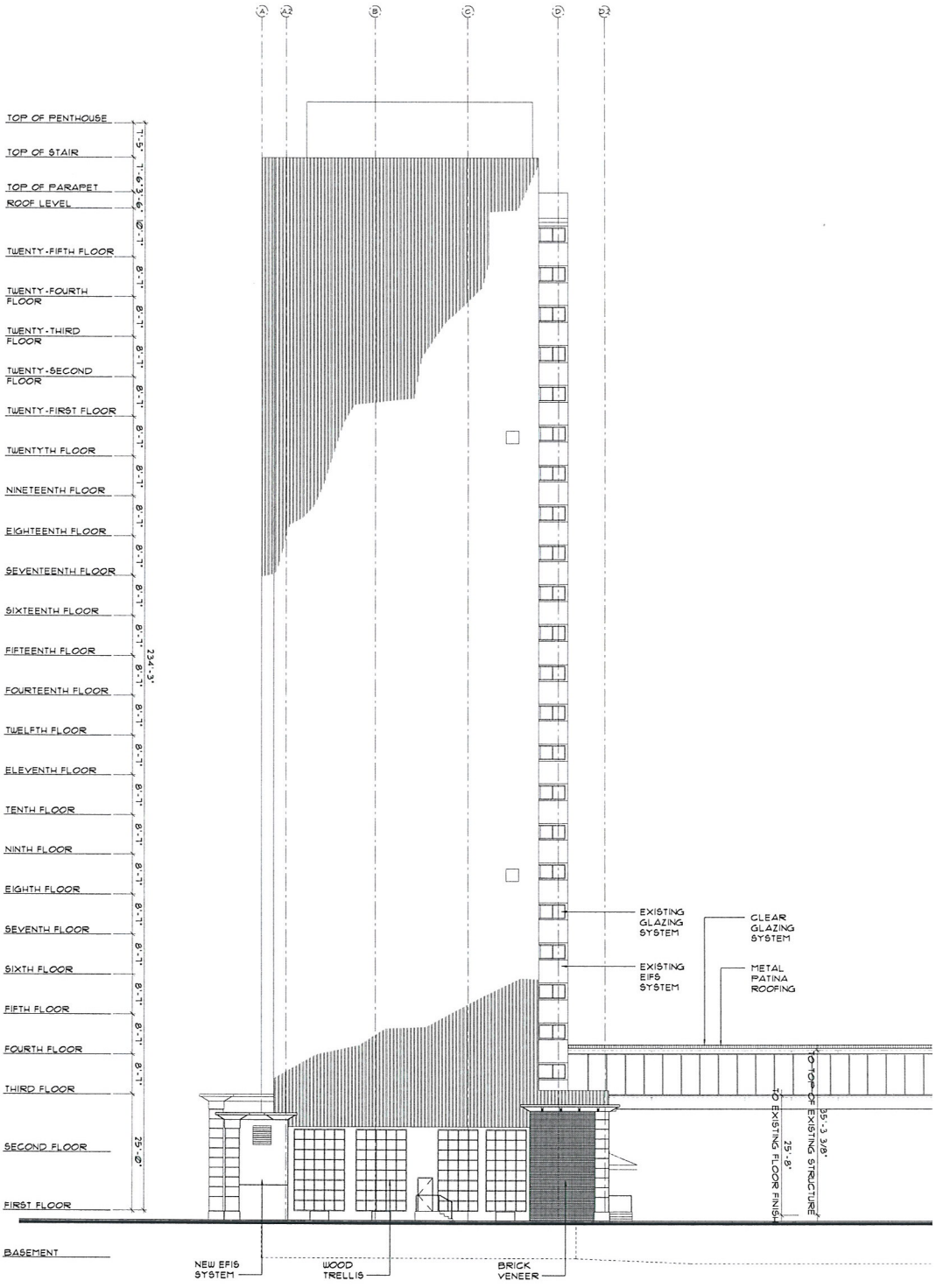

1 A6.04 SOUTH ELEVATION

SCALE: 3/32"=1'-0"

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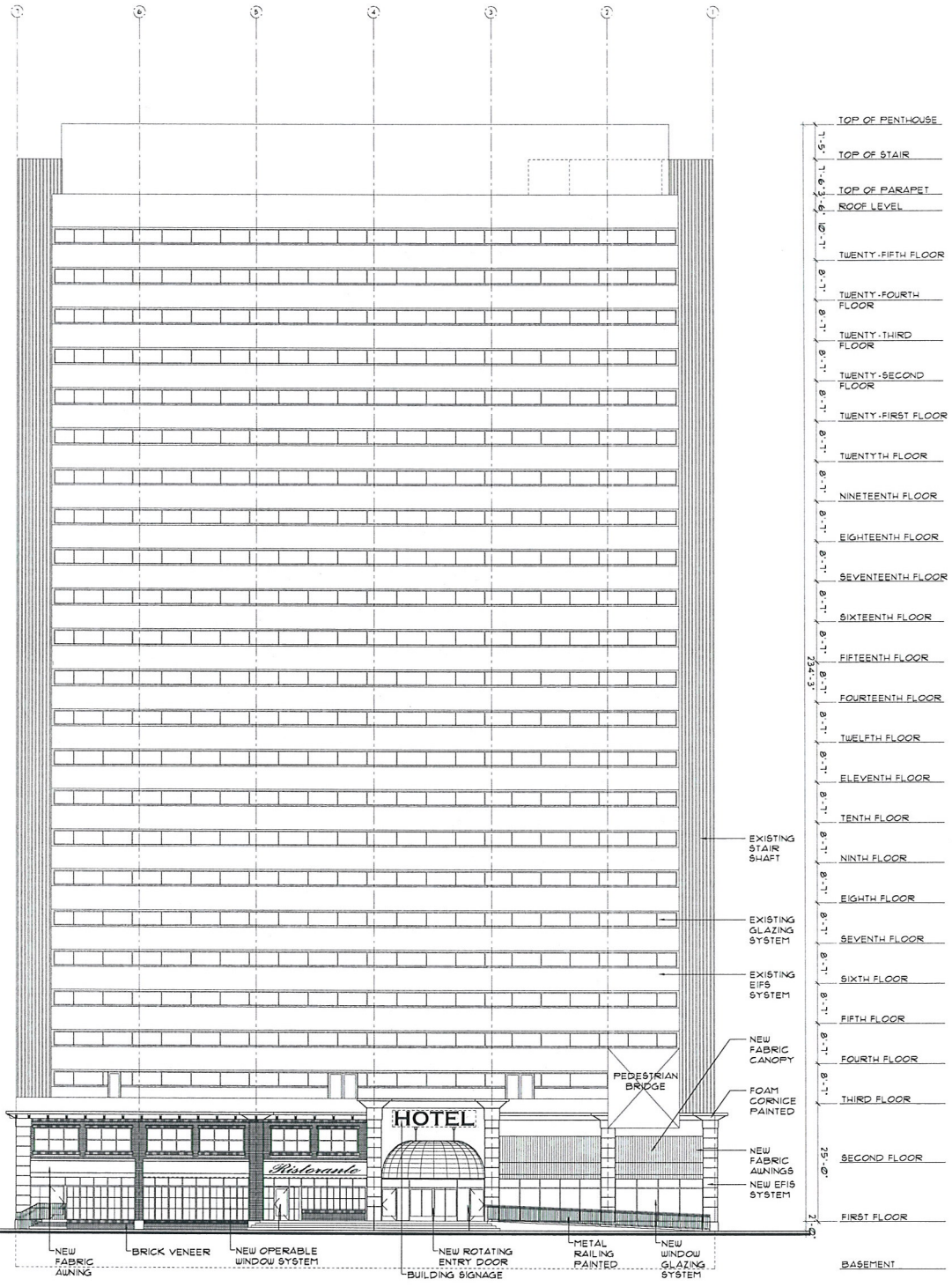

1 A6.01 EAST ELEVATION

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project no. 09-06-10
revisions:

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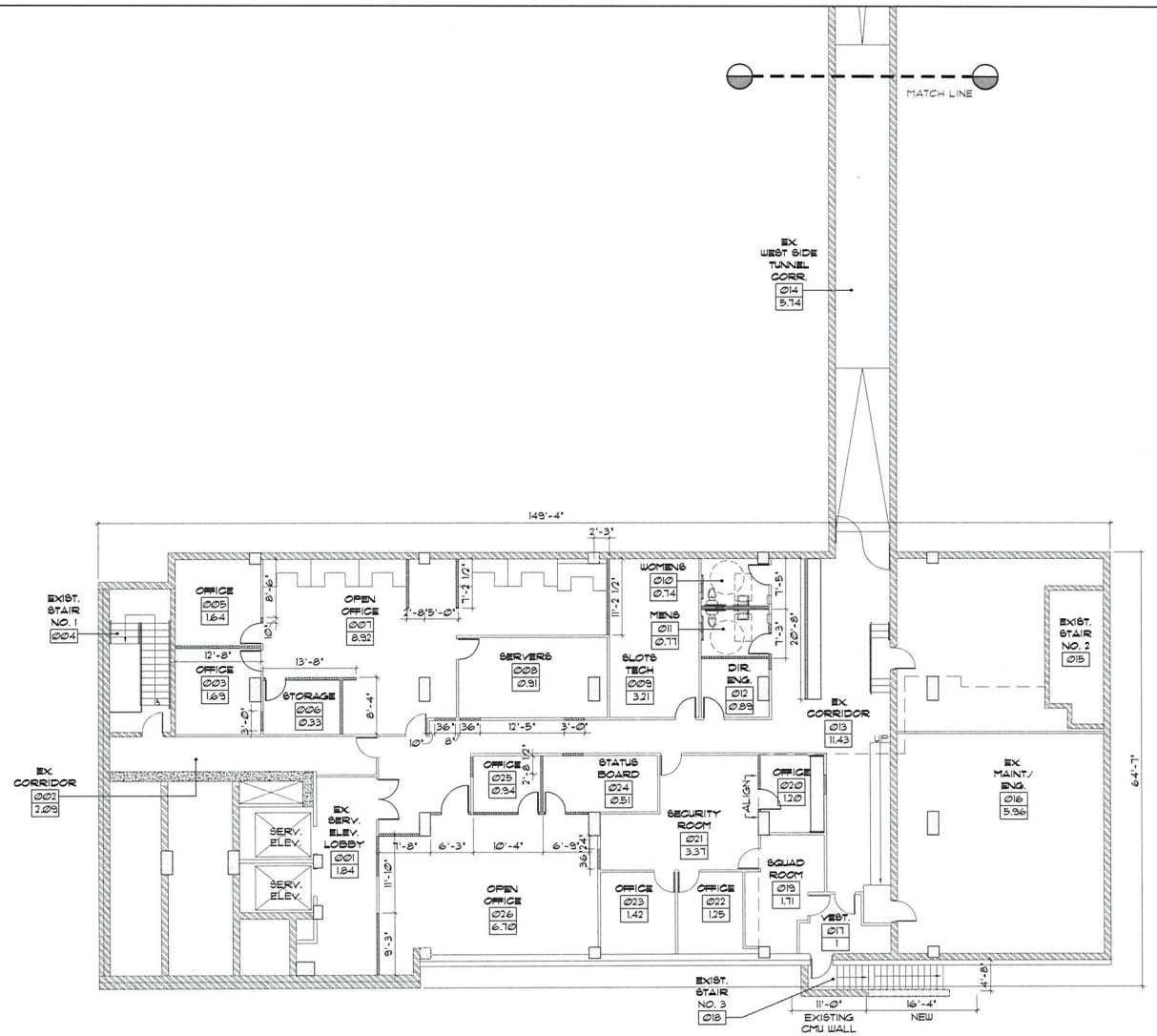

A A1.00 WEST TOWER BASEMENT FLOOR PLAN
SCALE: 1/8"=1'-0"
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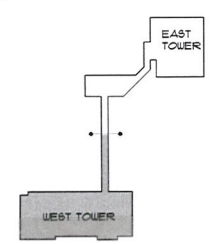

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BASEMENT FLOOR PLAN
LAND USE SUBMITTAL

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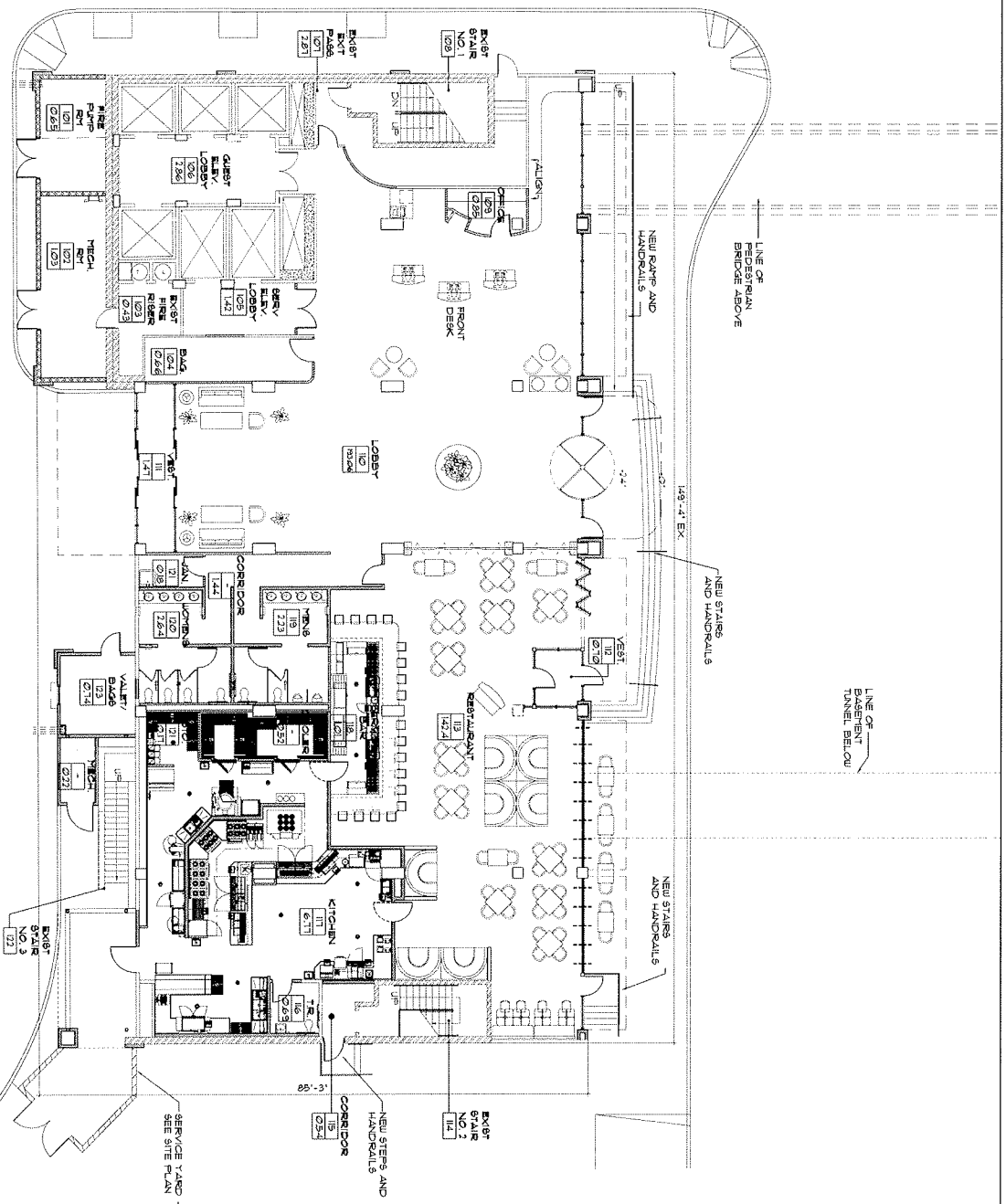

A1.01 WEST TOWER 1ST FLOOR PLAN

SCALE: 1/8"=1'-0"

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approved by: RGG

issue status:

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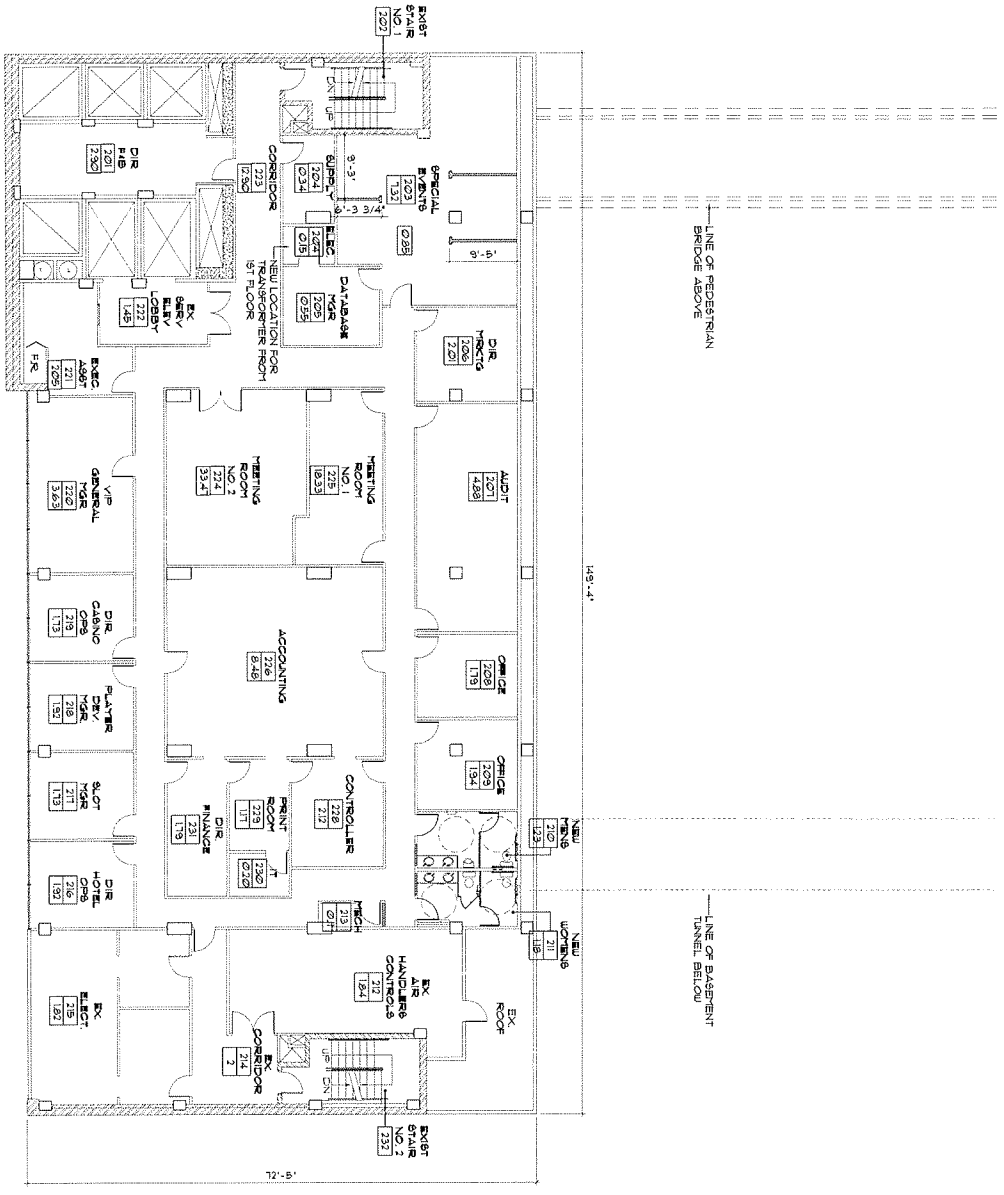

A1.02 WEST TOWER 2ND FLOOR PLAN
SCALE: 1/8"=1'-0"

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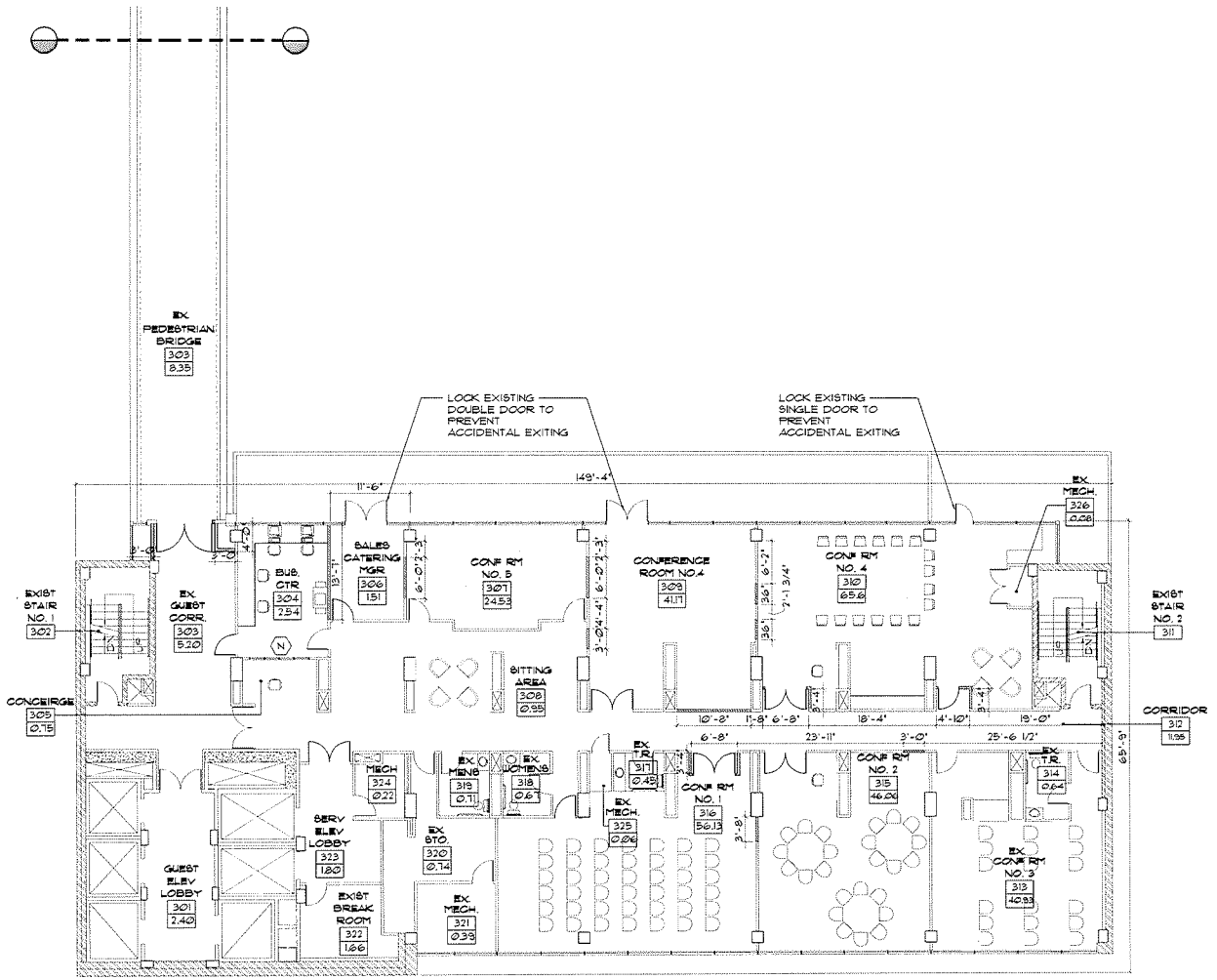
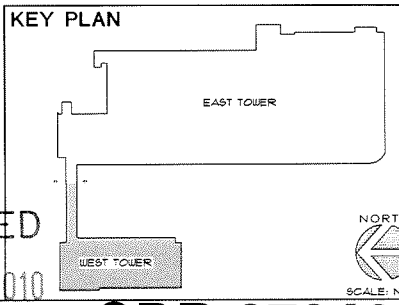


A1.03 WEST TOWER 3RD FLOOR PLAN

SCALE: 1/8"=1'-0"

NORTH

KEY PLAN



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project title: Lady Luck RENOVATION / EXPANSION 206 N. 3RD ST, LAS VEGAS, NEVADA (8901)

PRELIMINARY NOT FOR CONSTRUCTION 4-9-2010

sheet title: WEST TOWER 3RD FLOOR PLAN LAND USE SUBMITTAL

issue dates:

drawn by: RDG/RB/RPT/AK

checked by: RDG

project no.: 09-150

revisions:

sheet no. A1.03

of sheets

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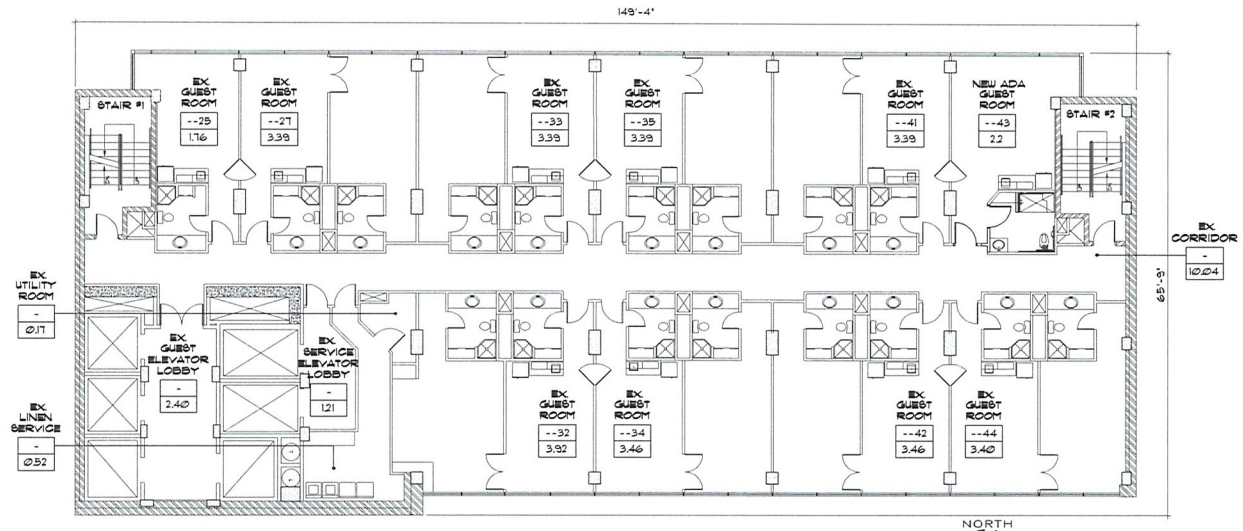
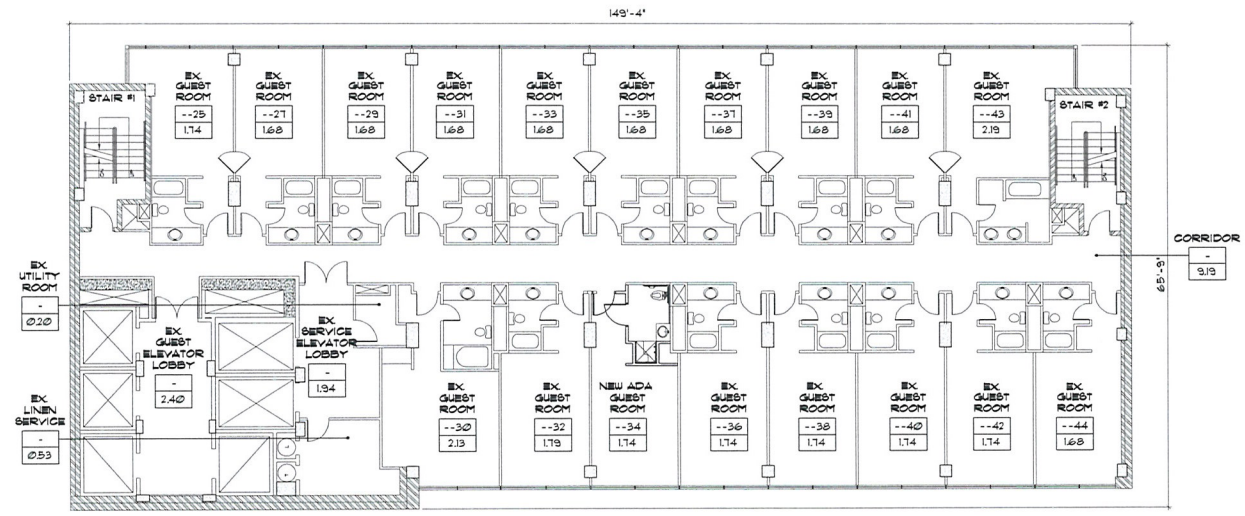


A / A1.04 WEST TOWER 4TH AND 5TH FLOOR PLAN

SCALE: 1/8" = 1'-0"



B / A1.04 WEST TOWER 6TH THRU 24TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

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project title:
Lady Luck
RENOVATION / EXPANSION
200 N. 3RD ST. LAS VEGAS, NEVADA 89101

PRELIMINARY
NOT FOR CONSTRUCTION
4-9-2010

sheet title:
WEST TOWER- 4TH, 5TH AND 6TH THRU 24TH FLOOR PLANS
LAND USE SUBMITTAL

issue dates:

drawn by: KKG/MB/PT/AK
checked by: RCG
project no.: 09-150
revisions:

sheet no.
A1.04
of sheets

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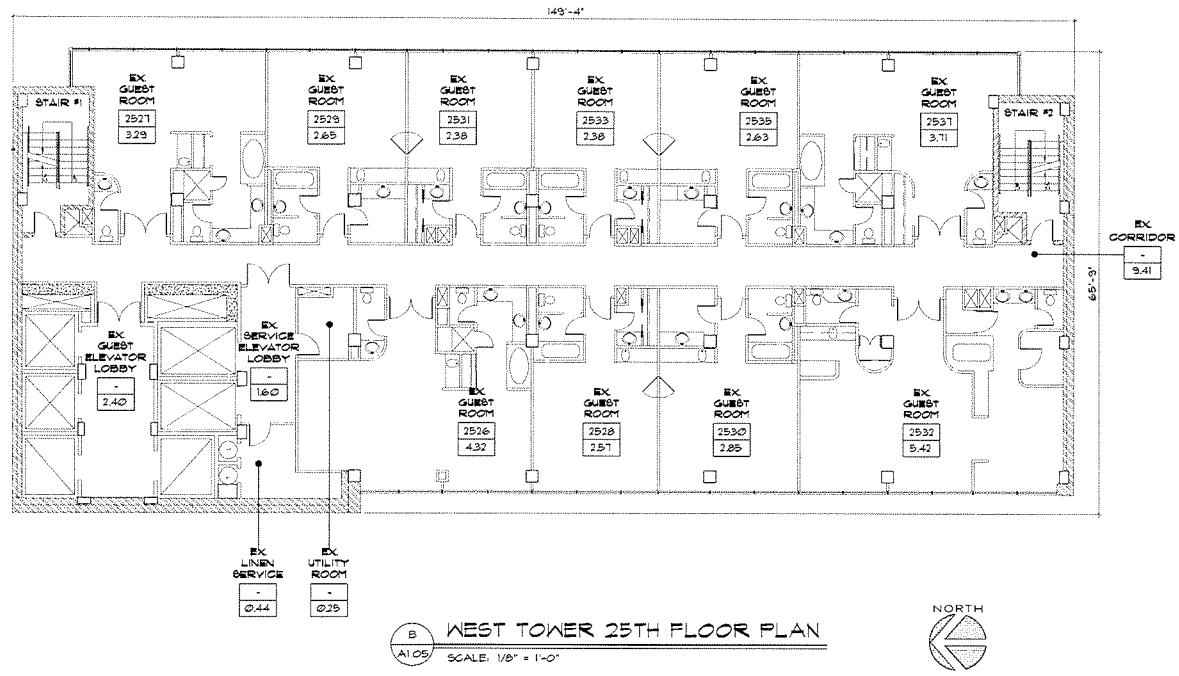

B / A1.05 WEST TOWER 25TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

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WEST TOWER

25TH FLOOR PLAN

LAND USE SUBMITTAL

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revisions:

sheet no.

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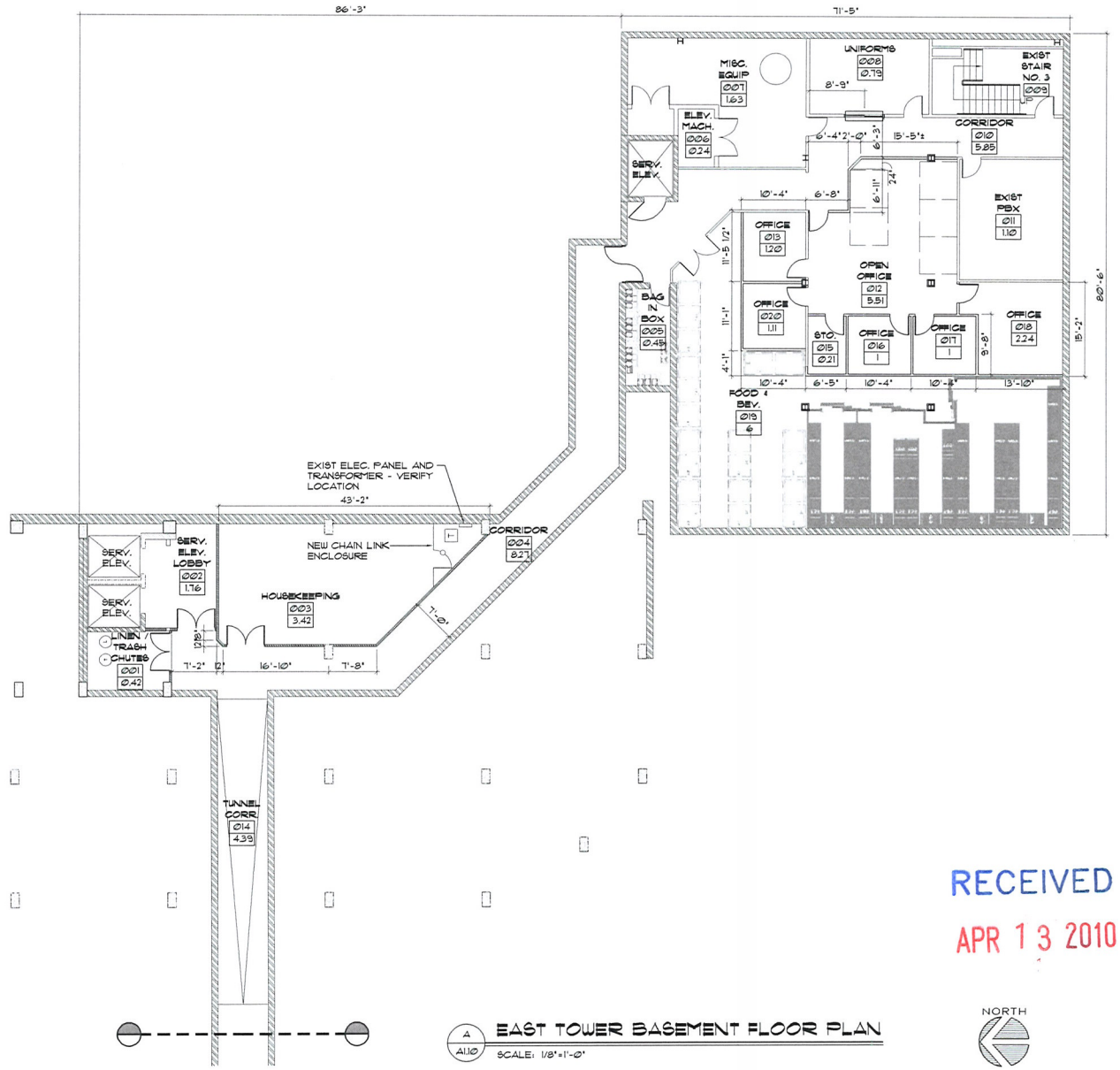

A / A1.10 EAST TOWER BASEMENT FLOOR PLAN
SCALE: 1/8"=1'-0"

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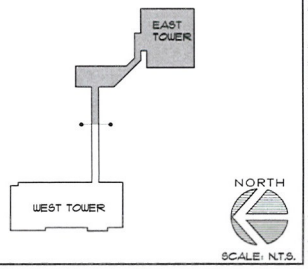
KEY PLAN



SCALE: N.T.S.

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project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3RD ST. LAS VEGAS, NEVADA 89101

PRELIMINARY
NOT FOR CONSTRUCTION
4-9-2010

sheet title:
EAST TOWER
BASEMENT FLOOR PLAN
LAND USE SUBMITTAL

issue dates:
drawn by: KKG/MB/PT/AK
checked by: RCG
project no.: 09-150
revisions:

sheet no.
A1.10
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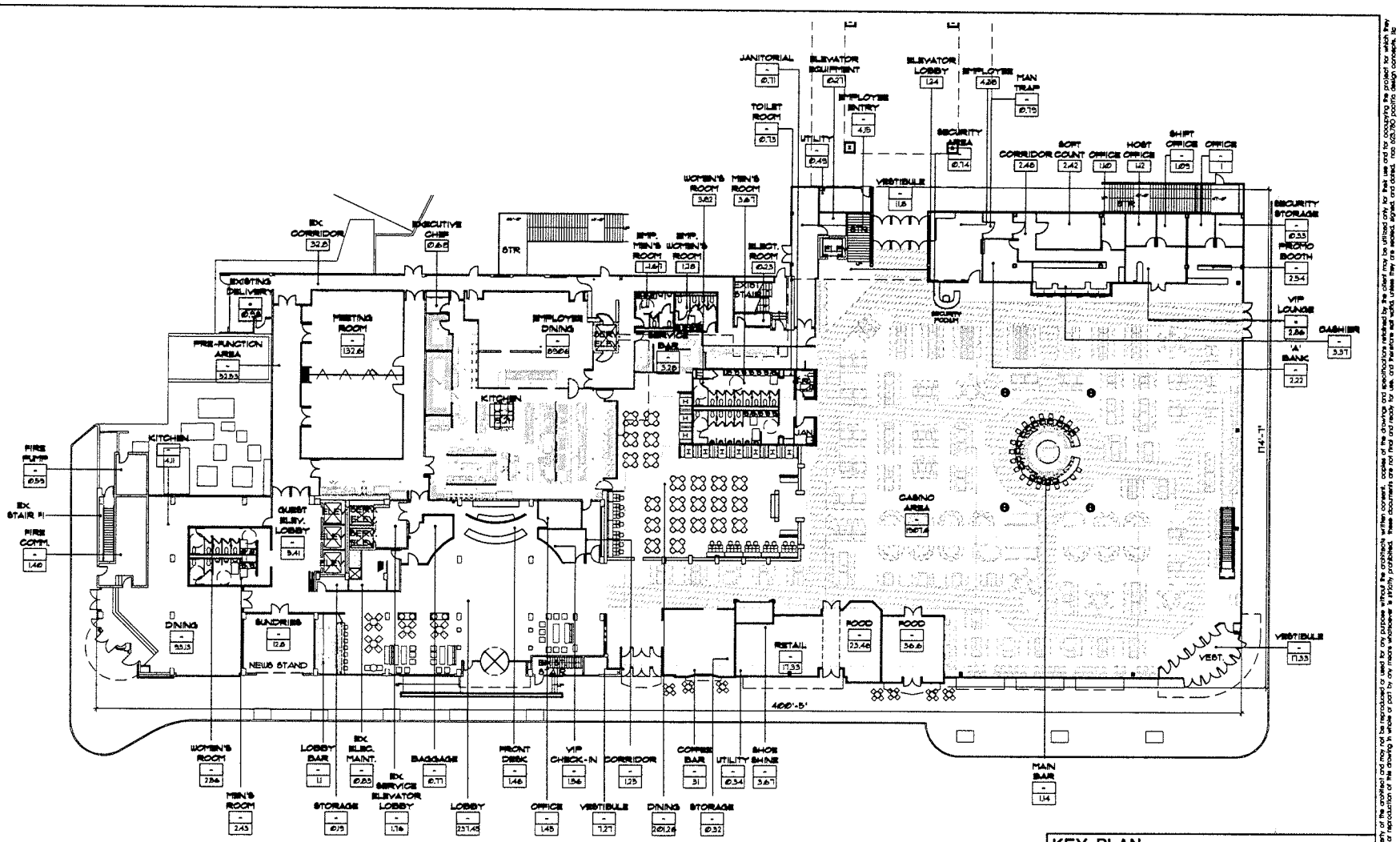

A1.11 EAST TOWER OVERALL 1ST FLOOR PLAN

SCALE: 1/16"=1'-0"

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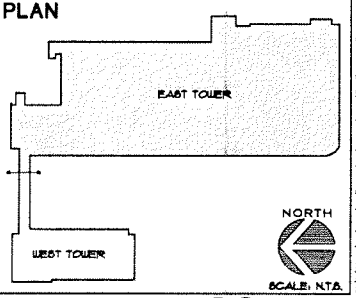
KEY PLAN



SCALE: N.T.S.

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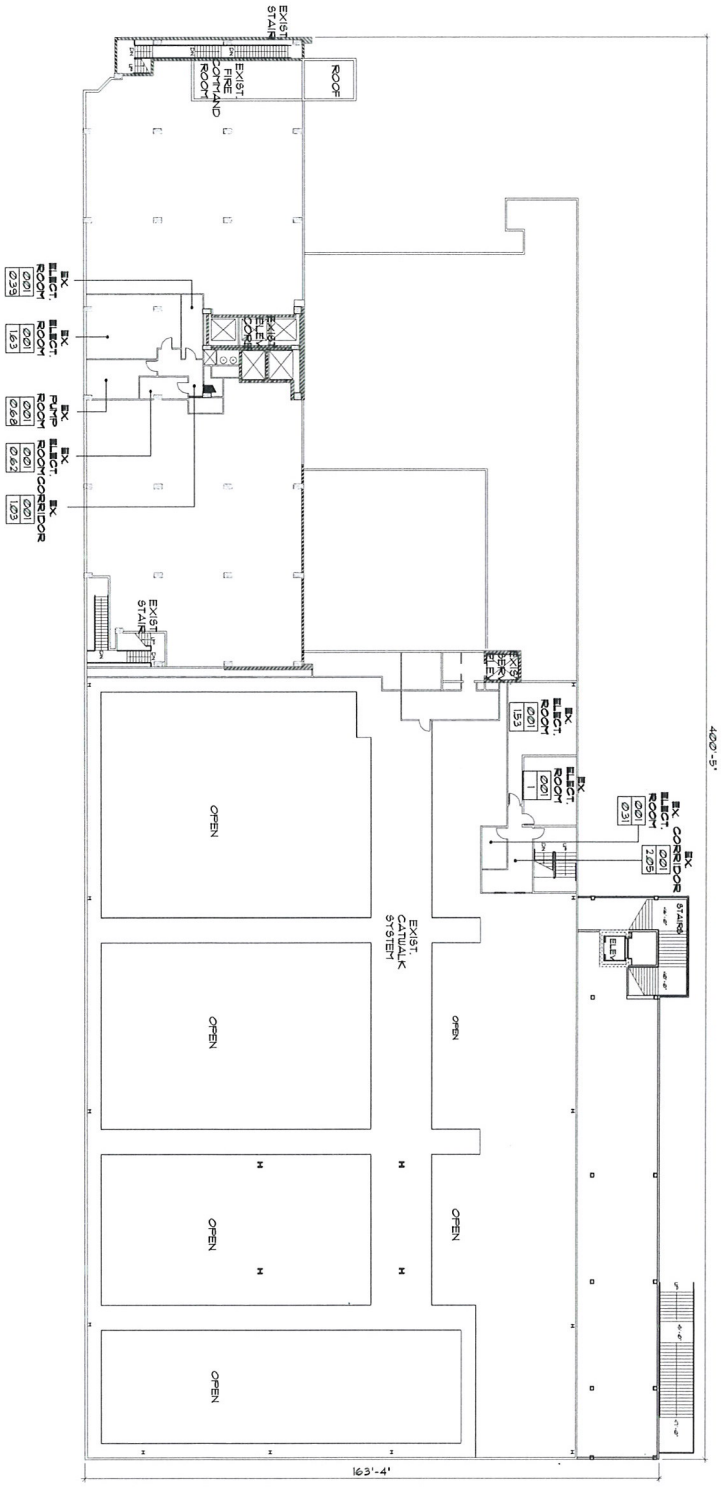
Suite 200
Suite 200
Suite 200



A A1.12 EAST TOWER OVERALL 2ND FLOOR PLAN
SCALE: 1/16"=1'-0"

NORTH

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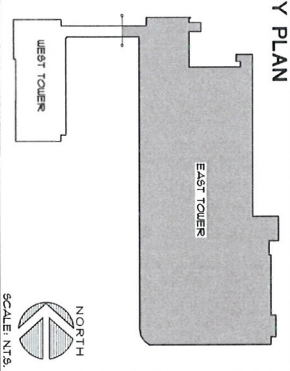
APR 13 2010

SDR-37946

KEY PLAN



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sheet no. A1.12 of sheets
issue status:
drawn by: AGG/MB/MT/JAC
checked by: RCG
project no.: 09-150
revisions:

sheet title: EAST TOWER OVERALL 2ND FLOOR PLAN LAND USE SUBMITTAL

PRELIMINARY
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4-9-2010

project title: Lady Luck RENOVATION / EXPANSION
206 N. 3RD ST. LAS VEGAS, NEVADA 89101

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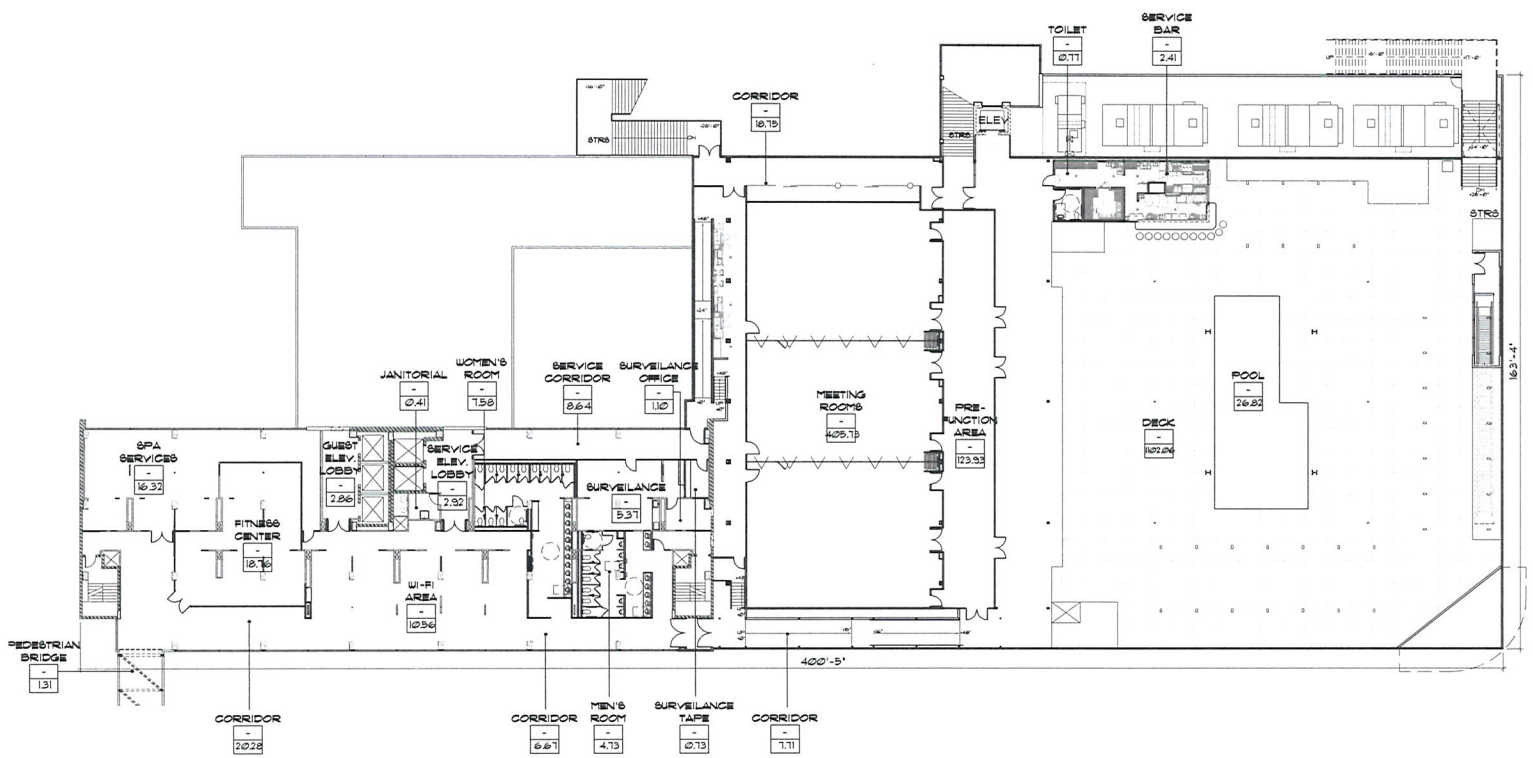

A1.13 EAST TOWER OVERALL 3RD FLOOR PLAN

SCALE: 1/16"=1'-0"

NORTH

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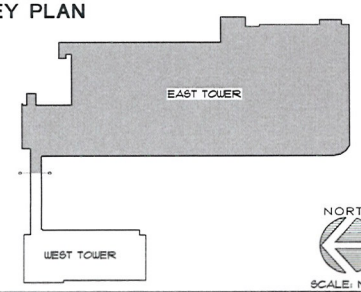
KEY PLAN



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PRELIMINARY
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4-9-2010

sheet title •
EAST TOWER
OVERALL 3RD FLOOR PLAN
LAND USE SUBMITTAL

issue dates •

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KDG/MTB/PT/AK
checked by •
RCG
project no. •
09-180
revisions •

sheet no.
A1.13
of sheets

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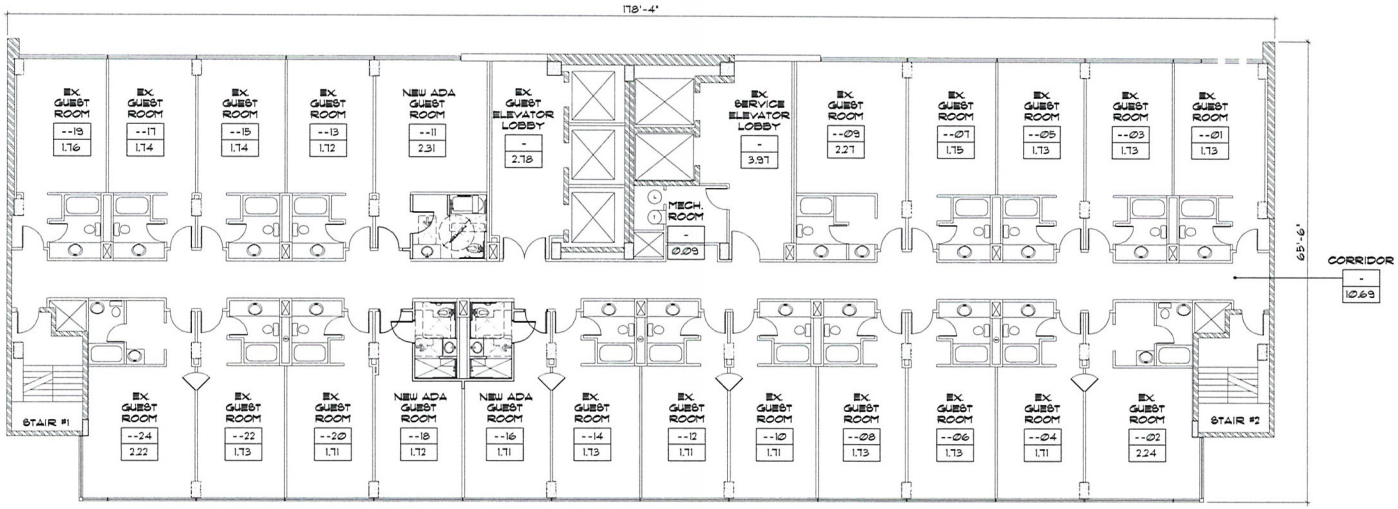
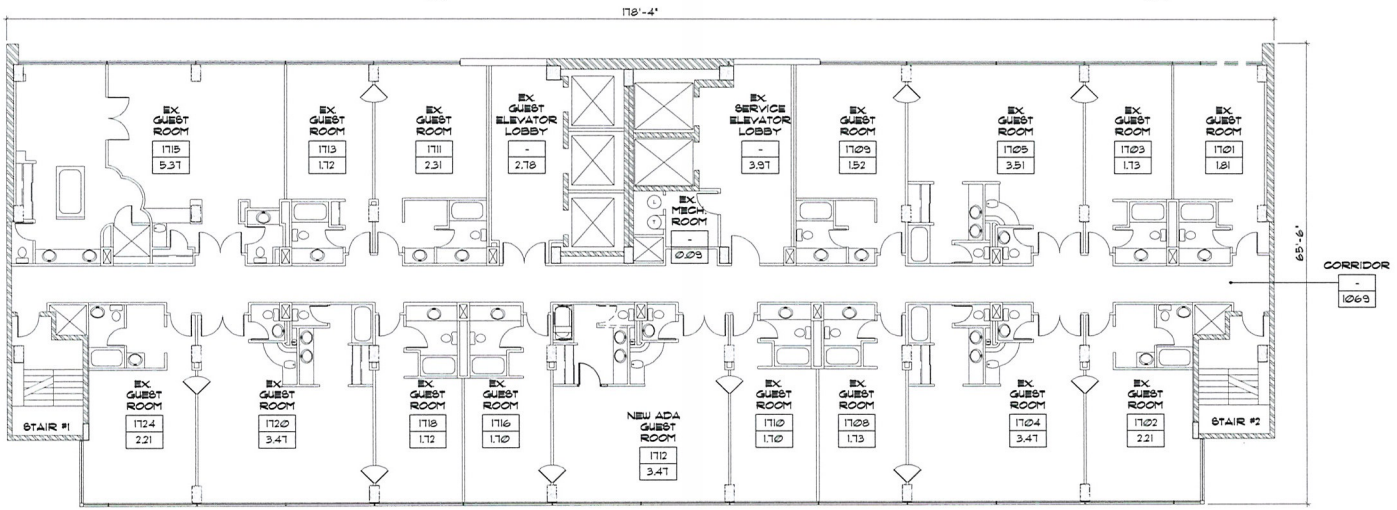


A A1.14 EAST TOWER 4TH THRU 16TH AND 17TH FLOOR PLAN

SCALE: 1/8" = 1-0"

NORTH



B A1.14 EAST TOWER 17TH FLOOR PLAN

SCALE: 1/8" = 1-0"

NORTH

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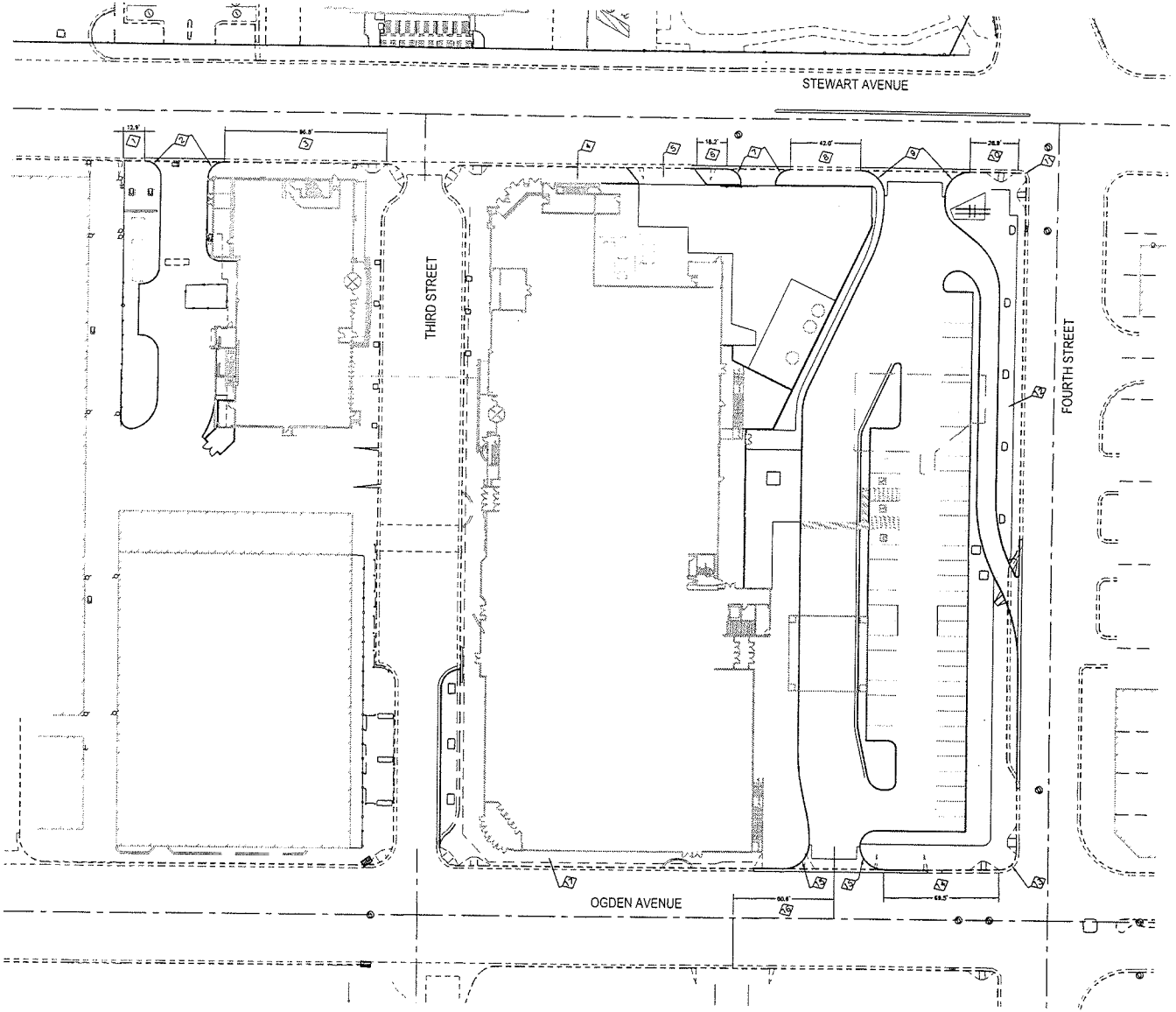
sheet title:
EAST TOWER-4TH THRU 16TH AND 17TH FLOOR PLANS
LAND USE SUBMITTAL

issue dates:

drawn by: KGG/MB/APT/AK
checked by: RCG
project no.: 09-150
revisions:

sheet no.
A1.14
of sheets



SCALE: 1"=40'

40 20 0 40

WAIVER NOTES:

1. WAIVER FOR MINIMUM DISTANCE FROM ALLEY TO DRIVEWAY. CURRENTLY PROPOSED 12.9'.
2. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 8.3' FOR BOTH EGRESS AND INGRESS.
3. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO STREET INTERSECTION. CCAUSD §222A REQUIRES 150' MINIMUM. CURRENTLY PROPOSED 86.8'.
4. WAIVER FOR SIDEWALK WIDTH. LAS VEGAS DOWNTOWN CENTENNIAL PLAN REQUIRES 10' WIDE SIDEWALK WITH 5' WIDE LANDSCAPE/AMENITY AREA ADJACENT TO ROW. CURRENTLY EXISTING 9.4' TOTAL WIDTH.
5. WAIVER FOR CURB RETURN DRIVEWAY PER CCAUSD §222A. CURRENTLY PROPOSED 42' ANGULAR CUT DRIVEWAY FOR LOADING AREA.
6. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO DRIVEWAY. CURRENTLY PROPOSED 18.2'.
7. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 8.5' FOR BOTH EGRESS AND INGRESS FOR LOADING AREA.
8. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO DRIVEWAY. CURRENTLY PROPOSED 42'.
9. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 14.5' FOR BOTH EGRESS AND INGRESS.
10. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO STREET INTERSECTION. CCAUSD §222A REQUIRES 150' MINIMUM. CURRENTLY PROPOSED 28.8'.
11. WAIVER FOR STREET INTERSECTION CURB RETURN PER THE LAS VEGAS DOWNTOWN CENTENNIAL PLAN.
12. WAIVER FOR SIDEWALK WIDTH. LAS VEGAS DOWNTOWN CENTENNIAL PLAN REQUIRES 10' WIDE SIDEWALK WITH 5' WIDE LANDSCAPE/AMENITY AREA ADJACENT TO ROW. CURRENTLY PROPOSED 14' TOTAL WIDTH.
13. WAIVER FOR STREET INTERSECTION CURB RETURN PER THE LAS VEGAS DOWNTOWN CENTENNIAL PLAN.
14. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO STREET INTERSECTION. CCAUSD §222A REQUIRES 150' MINIMUM. CURRENTLY PROPOSED 69.5'.
15. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 14.5' FOR BOTH EGRESS AND INGRESS.
16. WAIVER FOR 150' MINIMUM DISTANCE FROM CENTERLINE OF OPPOSING DRIVEWAYS. CURRENTLY PROPOSED 60.8'.
17. WAIVER FOR SIDEWALK WIDTH. LAS VEGAS DOWNTOWN CENTENNIAL PLAN REQUIRES 10' WIDE SIDEWALK WITH 5' WIDE LANDSCAPE/AMENITY AREA ADJACENT TO ROW. CURRENTLY EXISTING 9.2' TOTAL WIDTH.

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WAIVER EXHIBIT
LADY LUCK RENOVATION
CIM / RESORT GAMING
CITY OF LAS VEGAS

NO.	DATE	DESCRIPTION	BY
1			

DATE	03-23-2010
DRAWN	RAS
DESIGNED	RAS
CHECKED	DML
PROJECT #	21080M500

SHEET TITLE: WAIVER EX.

SHEET NUMBER: EX-2

LAND USE #: —

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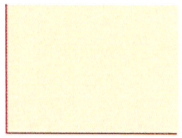


EFIS



Window Glazing



Canopy



Brick Veneer



Stone Veneer

Limestone

Window Glazing



Hardware



Metal Patina



Awning



Pavers



Tile



Tile



Glass Block



Metal Fascia

Awning

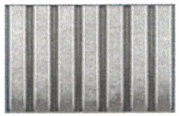
Travertine



Wood



Tile



Galvanized



Signage



Signage



Brick



Marble

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Lady Luck Exterior Color & Materials

BRESLIN BUILDERS
DESIGN-BUILD GENERAL CONTRACTOR

pacificdesignconcepts PDC
architecture & planning

HFAI
HFA International



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220 NORTH 4TH STREET

04/22/10



SDR-37946 - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL
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220 NORTH 4TH STREET

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220 NORTH 4TH STREET

04/22/10



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220 NORTH 4TH STREET

04/22/10



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220 NORTH 4TH STREET

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04/22/10

RESORT
GAMING GROUP

April 13, 2010

Flynn Fagg
City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: **JUSTIFICATION LETTER**
SDR Application re APN's 139-34-510-019, 139-34-514-007 & 008 & 009, 139-34-501-009 &010

Dear Mr. Fagg:

Please accept this as our official justification letter for the SDR encompassing the expansion and remodel of the Lady Luck Hotel & Casino located at 3rd Street & Ogden. The Applications are FOR A SDR FOR A PROPOSED RENOVATION OF AN EXISTING NON-RESTRICTED GAMING FACILITY HOTEL/CASINO WITH A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE REQUIREMENTS; WAIVER OF THE PARKING SCREENING STANDARD; AND A WAIVER OF THE BUILD-TO-REQUIREMENT ALONG OGDEN AVENUE AND ALONG 4TH STREET on 3.12 acres at 206 North 3rd Street and 220 North 4th Street zoned C-2 (General Commercial).

The proposed renovation will further enhance the revitalization of Downtown by making it a destination that attracts tourists and locals as well as assist in the success of the Mob Museum. This expansion will not change the history and culture that has been well established in Downtown, but will rather create more energy and help enhance the attractiveness of the Downtown Renaissance. We believe our waivers and the proposed expansion and renovation are 'in-line' with the vision of the Centennial Plan and will further help change the face of downtown and spark the Renaissance that is currently stalled. Our renovation will be a crucial part of Downtown Las Vegas and will further enhance the beautification and revitalization of Downtown.

The following is a summary of the highlights of the renovation we will undertake:

1. Adding approximately 8,533 SF of meeting space and 17,250 SF of pool/deck space on the roof of the existing casino on the corner of Ogden and 3rd St.

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2. We have demolished the 112 rooms that existed along 4th St which resulted in a reduction of approximately 41,000 SF and we will be removing 50 rooms in the 2 towers from its original construction and replacing it with a spa, a fitness room, bathrooms, public corridors and office space.
3. Renovating the remaining 634 rooms, casino and new retail to a much higher standard than previously existed.
4. Adding a new central plant.
5. Redesigning the existing loading dock along Stewart Ave so that trucks will no longer be required to back in from Stewart and now have a built in turn around.
6. Stripping the existing bridge between the east and west towers down to its structural elements. This includes trimming the parapet and soffit to minimal dimensions and changing the glass to a clear system so that it can be see through.
7. Adding a controlled surface parking lot with 54 spaces along 4th St., a porte-cochere along 4th St, a drop off/valet zone behind the west tower, per city request – changing the direction of the alley between 3rd St. and Casino Center and a request that the parking meters along Ogden b/w 3rd St. be returned to a Commercial Loading Zone during the day. This is all done in an attempt to alleviate some of the anticipated downtown traffic burdens given the impact of our re-opening. From a parking perspective, we have added 54 parking spaces while reducing the existing room base by 162 rooms.

As part of this justification letter, we would like to formally request three waivers to the Downtown Centennial Plan ("DCP"). They are as follows:

1. Downtown Gateway District Streetscape Design Standards, Sections A, B & C.

   We are requesting a waiver to the East/West and North/South street tree requirements as well as the requirement for a 5 foot amenity zone portion of the sidewalk along the north side of Ogden Avenue, the east side of 4th St. and the south side of Stewart Ave. Our request is based on the fact that the pre-existing conditions on Ogden and Stewart do not allow for expansion of the sidewalks or tree requirements due to fact that existing conditions conflict with trees/tree pits/tree canopies. Along 4th St. we are seeking a waiver of the tree distance requirements due to the fact that the existing tree distances are more than 30 feet and are not the species identified in the DCP. Please note that the overall renovation, in its entirety, provides the pedestrian environment required and spirit of the DCP

   Additionally, there are other numerous minor civil waivers based on the new site plan that are identified and noted on the attached Civil Waiver Exhibit. Please note we have included a full size copy with our submittal.

SDR-37946
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2. Downtown Gateway District Site Planning Standards, Sections A, E and G.

   We are requesting 2 minor encroachments along the south side of Stewart. A 10 inch encroachment on a small portion of the existing building between 3rd St and the alley to the west and a 6 inch encroachment on a small portion of the existing building between 4th St. and 3rd St. Our request will help the building frontage along Stewart Ave. conform to the architectural style/elements on 3rd St. Additionally, this will enhance the view for pedestrians who will be exiting and entering the Mob Museum.

   We are also requesting a waiver to the undergrounding of utilities/power lines based on the existing conditions that exist along Stewart Ave. and other property lines.

3. Downtown Gateway District Parking and Related Standards, Section D.

   We are requesting a waiver of the Parking Screening requirement along 4th St. due to its architectural non-conformity with our overall design as well as the fact that we will be installing landscaping along the buffer zone. Please note that the square footage of the landscape area of the surface parking lot along the street frontage at Ogden, 4th, and up to Stewart is 4,054 SF (Ogden along 4th to the turn in).

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler

Todd Kessler

SDR-37946
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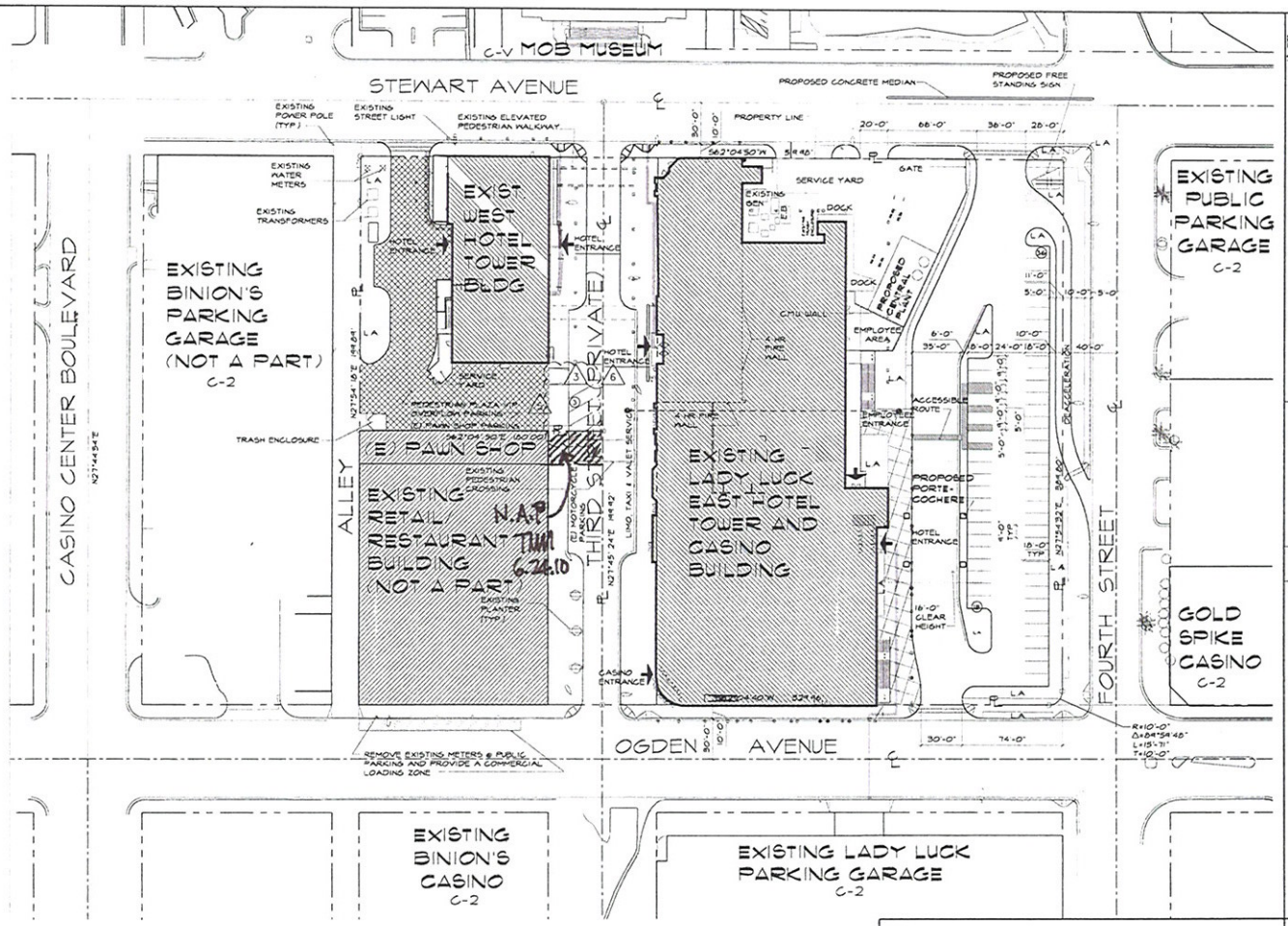
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL



CONCEPTUAL ARCHITECTURAL SITE PLAN

1" = 40'-0"

NORTH

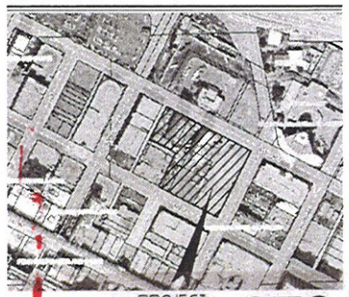
LEGEND

CONTINUOUS ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX CROSS SLOPE W/ 1/2" MAX. CHANGE IN ELEVATIONS

PROJECT DATA:

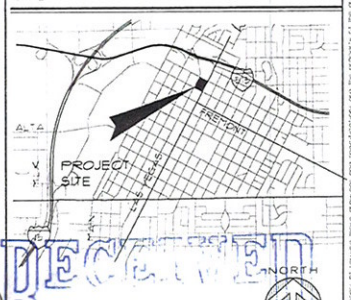
ASSESSORS PARCEL NUMBER(S):	139-34-514-005 139-34-514-006 139-34-514-007 139-34-510-019 139-34-501-005
ACTION REFERENCE NUMBER(S):	-
GOVERNING JURISDICTION:	CITY OF LAS VEGAS
DEVELOPMENT CODE:	TITLE 19
EXISTING LAND USE ZONE:	GENERAL COMMERCIAL DISTRICT (C-2)
ZONING OVERLAY DISTRICT(S):	N/A
LAND USE PLAN:	DOWNTOWN CENTENNIAL GATEWAY DISTRICT
SITE AREA:	3.94 ACRES/ 171,888 SQ. FT.
BUILDING AREA:	
EXISTING EAST TOWER AREA:	
BASEMENT	8,744 SQ. FT.
1ST FLOOR:	55,084 SQ. FT.
2ND FLOOR:	18,451 SQ. FT.
3RD FLOOR:	42,725 SQ. FT.
4TH THROUGH 17 TH FLOOR: (11,812 SQ. FT. X 13) =	143,936 SQ. FT.
EXISTING EAST TOWER TOTAL AREA:	268,868 SQ. FT.
EXISTING PEDESTRIAN BRIDGE AREA:	1,128 SQ. FT.
BUILDING AREA:	
EXISTING WEST TOWER AREA:	
BASEMENT	9,847 SQ. FT.
1ST FLOOR:	11,202 SQ. FT.
2ND FLOOR:	18,496 SQ. FT.
3RD FLOOR:	9,454 SQ. FT.
4TH THROUGH 25TH FLOOR: (9,454 SQ. FT. X 21) =	198,534 SQ. FT.
EXISTING WEST TOWER TOTAL AREA:	239,533 SQ. FT.
TOTAL BUILDING AREA:	508,513 SQ. FT.
FLOOR AREA RATIO:	2.92
EAST TOWER:	
BUILDING HEIGHT:	168'-0"
NUMBER OF STORIES:	17 W/ BASEMENT
WEST TOWER:	
BUILDING HEIGHT:	237'-10"
NUMBER OF STORIES:	25 W/ BASEMENT
PARKING ANALYSIS:	
PARKING RECOMMENDED: 1 PER GUEST ROOM (634 X 1) =	1 634 SPACES
EXISTING PARKING GARAGE:	3 445 SPACES
PROPOSED SURFACE PARKING:	56 SPACES
ACCESSIBLE PARKING PROVIDED: (INCLUDING ONE VAN + TWO ACCESSIBLE)	
TOTAL PARKING PROVIDED:	501 SPACES

LOCATION MAP:



NORTH

VICINITY MAP



Submitted after final agenda

Date 6/24/10 Item 21

Submitted after final agenda

Date Item 21

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San Francisco, California 94107
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project title:
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RENOVATION / EXPANSION
206 N. 3RD ST., LAS VEGAS, NEVADA 89101

PRELIMINARY
NOT FOR CONSTRUCTION
5-11-2010

sheet title:
CONCEPTUAL ARCHITECTURAL SITE PLAN
LAND USE SUBMITTAL

issue dates

drawn by: KKG/MS/APT
checked by: RCG
project no.: 09-158
revisions:
5-4-2010
5-12-2010
6-8-2010
6-10-2010
6-16-2010

sheet no.: AS1.01 (2)
of sheets

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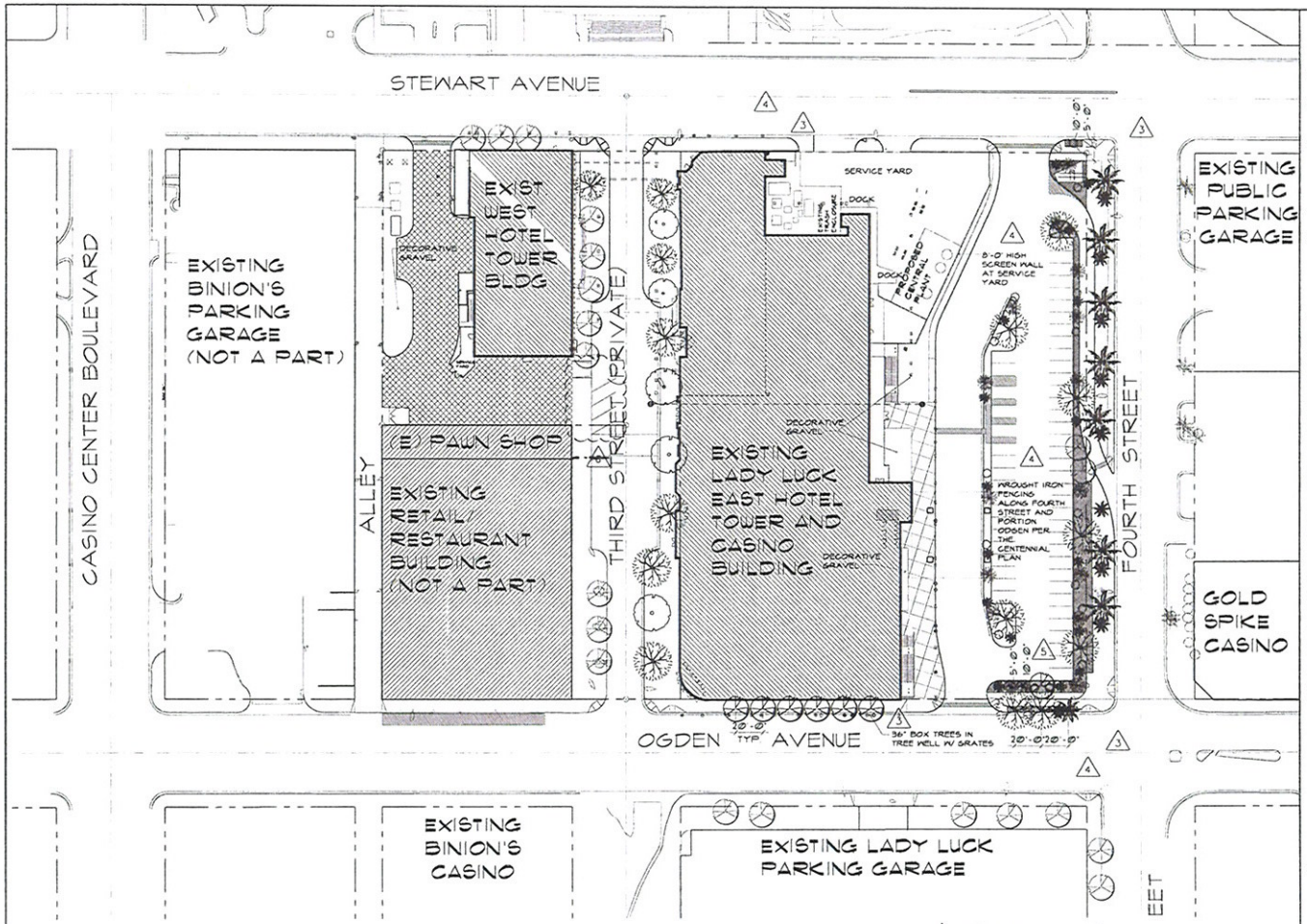
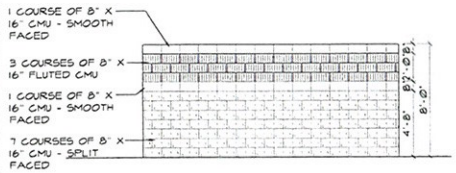


CONCEPTUAL LANDSCAPE PLAN

1" = 40'-0"

NORTH



PROPOSED SCREEN WALL

SCALE 1/4"=1'-0"

VICINITY MAP



MISCELLANEOUS NOTES

1. ALL EXPOSED SOILS TO RECEIVE 2" THICK LAYER OF DECORATIVE GRAVEL OR DECOMPOSED GRANITE
2. ANY TREE WITHIN 5' OF A SIDEWALK / PAVED SURFACE AND/OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD
3. DECOMPOSED GRANITE COLOR: PALAMINO CORAL 1/2" SCREENED
   DECOMPOSED GRANITE SOURCE: VISTA ROCK, LAS VEGAS, NEVADA
   DECORATIVE GRAVEL COLOR: RED SANDSTONE 3/4" 3/4"
   DECORATIVE GRAVEL SOURCE: STAR NURSERY, LAS VEGAS, NEVADA
4. ALL LANDSCAPE AREAS TO RECEIVED COMPLETE AUTOMATIC PERMANENT UNDERGROUND DRIP IRRIGATION SYSTEM
5. TREE GRATES OR DECOMPOSED GRANITE IN TREE WELLS ARE ACCEPTABLE. TREE GRATES SHALL COMPLY WITH THE CITY OF LAS VEGAS CENTENNIAL PLAN DESIGN GUIDELINES (3)

PROPOSED LANDSCAPE LEGEND

TREES SYM	SIZE	QU	BOTANICAL NAME	COMMON NAME
	36" BOX	5 (4)	CERATONIA SILIQUA	CAROB TREE (3)
	36" BOX	5	QUERCUS VIRGINANA	SOUTHERN LIVE OAK TREE

SHRUBS	SIZE		BOTANICAL NAME	COMMON NAME
	5 GAL	15	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGER
	5 GAL.	15	RAPHIOLEPIS INDICA	INDIAN HAWTHORN
	5 GAL.	15	ROSMARINUS OFFICINALIS 'PROSTRATUS'	DWARF ROSEMARY

EXISTING LANDSCAPE LEGEND

EXISTING OAK TREE TO REMAIN

EXISTING MEXICAN FAN PALMS TO REMAIN

ANALYSIS

TOTAL LANDSCAPE BUFFER AREA = 4,054 SQ FT

DENOTES BUFFER AREA (1)

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JUN 22 2010

SDR-37946

REVISED

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project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3rd St. LAS VEGAS, NEVADA 89101

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6 6-16-2010

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City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: JULY 21, 2010

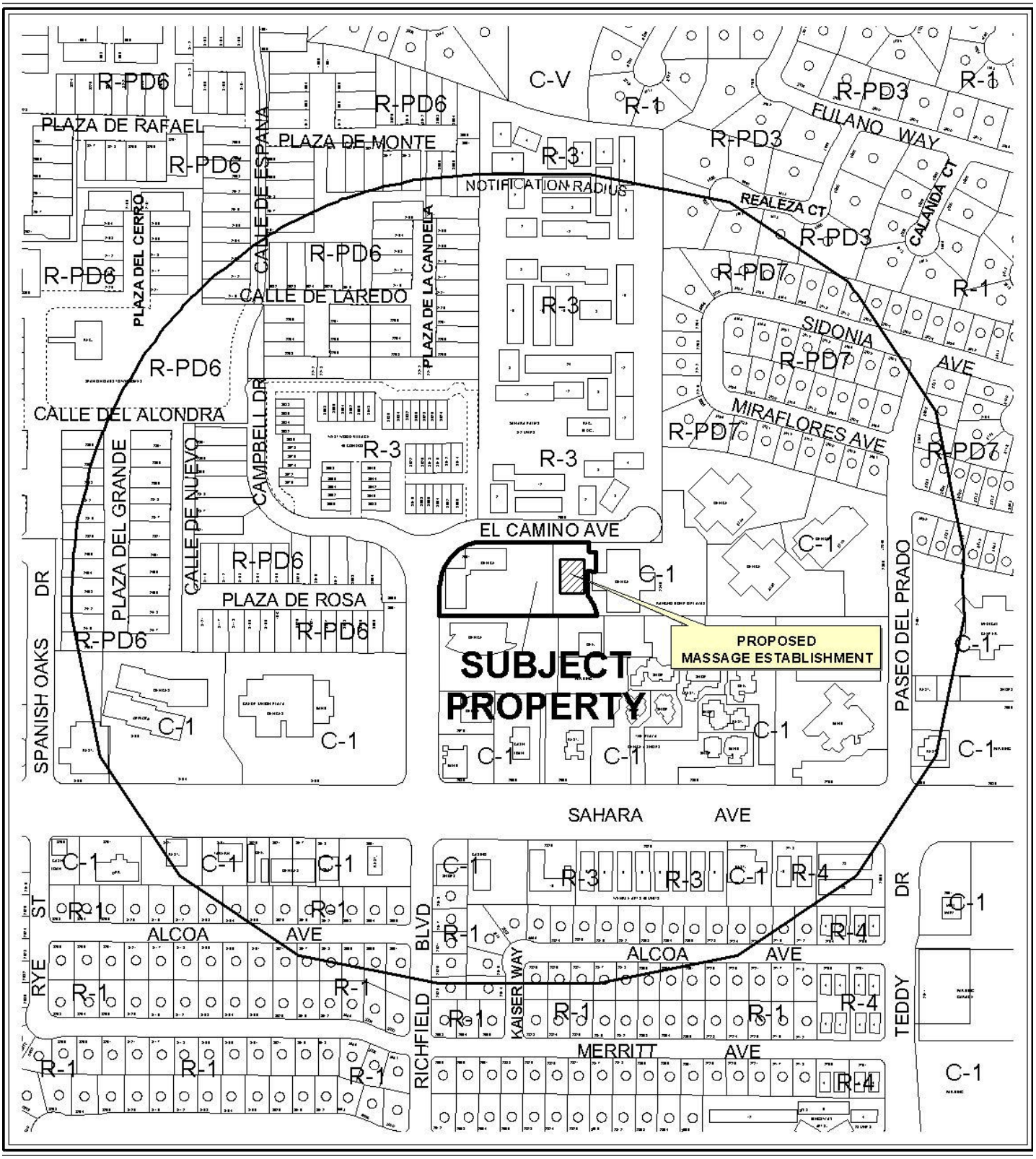
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-38195 - VARIANCE - PUBLIC HEARING - APPLICANT: STEVEN KOZMARY, M.D. - OWNER: LA JOLLA PLAZA II, LLC - Request for a Variance TO ALLOW 26 PARKING SPACES WHERE 45 PARKING SPACES ARE REQUIRED at 2851 El Camino Avenue (APN 162-05-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**1**
City Council Meeting	**8**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps – VAR-38195 and SUP-38194
2. Conditions and Staff Report – VAR-38195 and SUP-38194
3. Supporting Documentation
4. Photos – VAR-38195 and SUP-381294
5. Justification Letter – VAR-38195 and SUP-38194
6. Protest Postcards for VAR-38195 and SUP-38194
7. Backup referenced from the June 24, 2010 Planning Commission Meeting for VAR-38195 and SUP-38194



0 300 600 Feet

CASE: **VAR-38195 AND SUP-38194**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



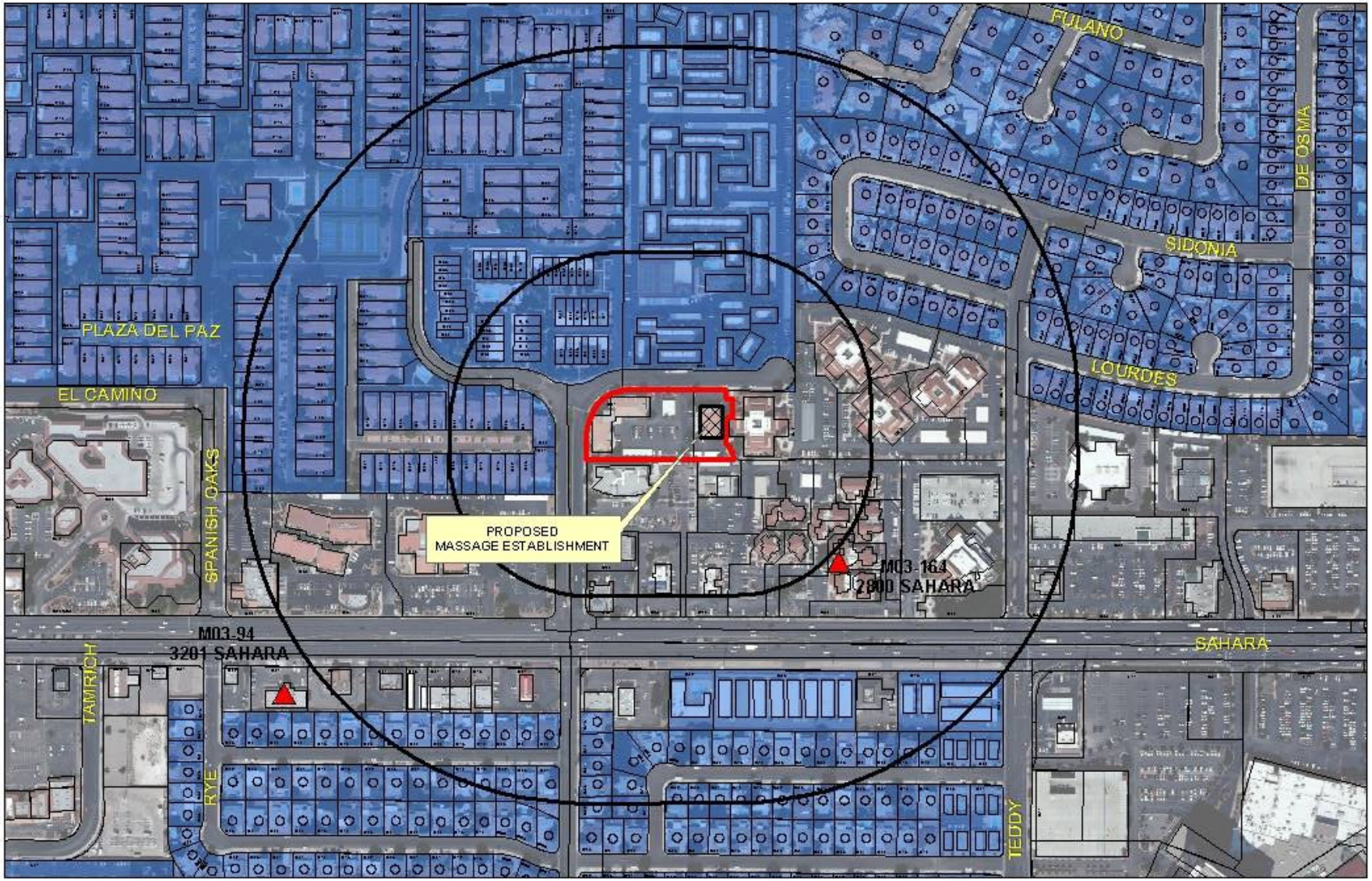
0 300 600 Feet

CASE: **VAR-38195 AND SUP-38194**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



VAR-38195 AND SUP-38194

Business Licenses

- Massage Establishment
- Child Care/ Children Facility

Protected Landuses

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- Residential Property
- 400' & 1000' Buffer

0 245 490 980 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: STEVEN KOZMARY, M.D. - OWNER: LA JOLLA PLAZA II, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-38195	Staff recommends DENIAL, if approved subject to conditions:	
SUP-38194	Staff recommends DENIAL, if approved subject to conditions:	VAR-38195

** CONDITIONS **

VAR-38195 CONDITIONS

Planning and Development

1. Striping shall be painted within six months and maintained thereafter.

2. Approval of and conformance to the conditions for Special Use Permit (SUP-38194) if approved.

3. This approval shall be void two years 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. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-38194 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Massage Establishment use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-38195) shall be required.

3. This approval shall be void two years 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. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

5. 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 Massage Establishment within an existing 8,001 square-foot building at 2851 El Camino Avenue. The existing building has current business licenses for a Clinic, Medical Office, and Accessory Massage. The applicant is proposing to utilize three massage rooms with a total area of 473 square feet, which exceeds the maximum floor area of 150 square feet that is allowed for the Accessory Massage use; therefore, a Special Use Permit is required for a Massage Establishment use. The applicant is requesting Waivers of the minimum distance separation requirements, as well as a Variance for parking. The subject location is not suitable for the intensity of the proposed use, due to the proximity of the subject site to residential property to the north combined with the parking Variance request; therefore, staff recommends denial. If denied, the use would not be permitted at the subject location.

ISSUES

- Approval of a companion Variance (VAR-38195) to allow 26 parking spaces where 45 parking spaces are required is necessary for this request to be approved.
- A Waiver is required to allow a 60-foot distance separation from a residentially zoned property where 400 feet is the minimum distance required.
- A Waiver is required to allow a 362-foot distance separation from another Massage Establishment where 1,000 feet is the minimum distance required.
- A Waiver is required to allow access to the site from a 60-foot right-of-way where an 80-foot right-of-way or larger is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/26/63	The Board of City Commissioners approved a request to Rezone (Z-0108-63) property fronting Sahara Avenue, running from Rancho Drive to Richfield Boulevard. Planning Commission and staff recommended approval.
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL of companion items VAR-38195 and SUP-38194 concurrently (PC agenda Items 23-24/gk).

Most Recent Change of Ownership	
05/06/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/19/96	A building permit (96022950) was issued for a new shell building at 2851 El Camino Avenue. The permit was finaled on 04/30/98.
04/08/97	A building permit (97006973) was issued for plumbing work in a new shell building at 2851 El Camino Avenue. The permit was finaled on 03/11/98.
06/16/97	A building permit (97012184) was issued for block walls at 2851 El Camino Avenue. The permit was finaled on 04/30/98.
12/16/97	A building permit (97024951) was issued for a tenant improvement at 2851 El Camino Avenue, suite #200. The permit was finaled on 05/14/98.
04/01/98	A building permit (98006737) was issued to extend the length of a masonry wall at 2851 El Camino Avenue. The permit was finaled on 04/16/98.
06/12/98	A building permit (98012432) was issued for a tenant improvement at 2851 El Camino Avenue, suite #101. The permit expired on 06/19/99.
06/12/98	A building permit (98012433) was issued for a tenant improvement at 2851 El Camino Avenue, suite #102. The permit expired on 05/15/99.
06/12/98	A building permit (98012434) was issued for a tenant improvement at 2851 El Camino Avenue, suite #103. The permit expired on 05/15/99.
12/22/98	A building permit (98024934) was issued for a Non-Work Certificate of Occupancy at 2851 El Camino Avenue, Suite #101. The permit was finaled on 01/04/99.
04/06/99	A business license (Q07-00391) was issued for a medical firm at 2851 El Camino Avenue, Suite #101. The license is still active.
11/21/00	A building permit (21248) was issued for a tenant improvement and certificate of occupancy at 2851 El Camino Avenue, suite #101. The permit was finaled on 03/07/01.
08/13/07	A business license (C14-00527) was issued for a Clinic use at 2851 El Camino Avenue, Suite #200. The license is still active.
10/25/07	A building permit (7002980) was issued for a wall sign at 2851 El Camino Avenue. The permit expired on 06/07/08.
05/14/09	A business license (M12-01761) was issued for a Massage Therapist at 2851 El Camino Avenue, Suite #200. The license is still active.
11/04/09	A business license (M11-00023) was issued for a Massage, Accessory use at 2851 El Camino Avenue, Suite #200. The license is still active.
11/13/09	A business license (M12-01825) was issued for a Massage Therapist at 2851 El Camino Avenue. Suite #200. The license is still active.

Pre-Application Meeting	
04/29/10	The following items were discussed at the pre-application meeting: • A Massage Establishment requires a Special Use Permit in the C-1 (Limited Commercial) zoning district. The submittal requirements for a Special Use Permit were discussed. • The subject site is only 60 feet away from existing residential uses where 400 feet is the minimum distance required. Also, the use is only 362 feet away from another Massage Establishment where 1,000 feet is the minimum distance required. Waivers must be requested. • The site is accessed from El Camino Avenue, designated as a 60-Foot Right-of-way. A Massage Establishment must be accessed by an 80-Foot right-of-way or larger. A Waiver must be requested. • The subject parcel has a cross access agreement with the adjacent property to the west, but does not have a parking agreement. Please provide a parking agreement or submit a parking analysis. • A parking Variance will be required if no parking agreement can be obtained. The submittal requirements for a Variance were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/20/10	A field check was completed on the indicated date. Staff observed a well maintained commercial development.

Details of Application Request	
Site Area	
Net Acres	0.48

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Clinic	SC (Service Commercial)	C-1 (Limited Commercial)
North	Condominiums	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)

East	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 200 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

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	
Massage Establishment	3 rooms	2 spaces for each massage room	6				
Clinic	3,524 SF	1:200 up to 2,000 SF, then 1:250	17				
Office, Medical	4,004 SF	1:200 up to 2,000 SF, then 1:175	22				
TOTAL SPACES REQUIRED			45		26		N
TOTAL (With Handicapped)			43	2	24	2	N
Percent Deviation			42%				

GK

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 1000-foot distance separation from another Massage Establishment.	362 Feet	Denial
A 400-foot distance separation from a residentially zoned property.	60 Feet	Denial
The use must be located on a secondary thoroughfare or larger	60-foot right-of-way	Denial

ANALYSIS

The subject site contains an existing 8,001 square-foot clinic and medical office with an active business license for Accessory Massage, which allows up to 150 square feet of floor area to be dedicated to the use. The applicant is proposing to utilize three rooms with a total floor area of 473 square feet for the massage use, which requires the approval of this Special Use Permit. The proposed use will be conducted in conjunction with the medical office and clinic, with hours of operation from 8:00 a.m. to 6:00 p.m.

As part of this request, Waivers are required to allow a 362-foot distance separation from another Massage Establishment where 1,000 feet is required and a 60-foot distance separation from a residentially zoned property where 400 feet is required. An additional Waiver is required to allow access to the site by a 60-foot right-of-way where an 80-foot secondary collector or larger is required.

An additional request has been made by the applicant for a parking variance (VAR-38195). The Variance request is to allow 26 parking spaces where 45 spaces are required. Staff recommends denial of the waiver and variance requests, as the proposed use cannot be conducted in a manner that is compatible with the surrounding uses, most notably the residentially zoned properties to the north of the subject site. The applicant has provided no evidence of a unique or extraordinary circumstance that would substantiate the Variance request; staff is therefore recommending denial of this request.

FINDINGS (VAR-38195)

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;

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 introducing a use on the site that requires additional parking spaces without providing additional spaces for that use. 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-38194)

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 applicant has requested Waivers of the minimum distance separation requirements to allow a 60-foot distance separation from any residentially zoned parcel where 400 feet is required, a 362-foot distance separation from another massage establishment where 1,000 feet is required and a waiver to allow access to the site from a 60-foot right-of-way where an 80-foot right-of-way or larger is required. The use is not appropriate within the subject site due to the close proximity to residential uses. The use is not compatible and harmonious with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of the use, as it will be located in close proximity to residential uses. Additionally, the applicant is seeking

approval of a parking variance. The site cannot accommodate the additional required parking as a result of the added Massage Establishment use to the 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 ingress and egress will be from El Camino Avenue, a 60-foot Local Street, which does not meet the minimum Special Use Permit requirement for access from a Secondary Thoroughfare or larger.

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 or the overall objectives of the General Plan, as the proposed Massage Establishment use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use fails to meet Minimum Special Use Requirements as listed in Title 19.04 for a Massage Establishment use, as evidenced by the requested Waivers.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 269 (By City Clerk)

APPROVALS 1

PROTESTS 13

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-38195** APN: 162-05-801-011

Name of Property Owner: La Jolla Plaza II LLC

Name of Applicant: Steven Kozmary

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Steven Kozmary

Subscribed and sworn before me

This 30th day of April, 2010

_____

Notary Public in and for said County and State

T.J. THERIAULT
Notary Public, State of Nevada
Appointment No. 04-90093-1
My Appt. Expires Dec 1, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Parking Variance

Project Address (Location) 2851 El Camino Avenue #200, Las Vegas NV 89102

Project Name Kozmary Center for Pain Management **Proposed Use** Massage - Medical

Assessor's Parcel #(s) 162-05-801-011 **Ward #** _____

General Plan: existing S-C proposed _____ **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 8,860 **Floor Area Ratio** _____

Gross Acres 0.47 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER La Jolla Plaza II LLC **Contact** Steven Kozmary

Address 2851 El Camino Avenue **Phone:** (702) 567-4810 **Fax:** (702) 380-3212

City Las Vegas **State** NV **Zip** 89102

E-mail Address md@kozmary.com

APPLICANT Steven Kozmary MD **Contact** Steven Kozmary

Address 2851 El Camino Avenue **Phone:** (702) 567-4810 **Fax:** (702) 380-3212

City Las Vegas **State** NV **Zip** 89102

E-mail Address md@kozmary.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** NV **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 Steven Kozmary

Subscribed and sworn before me

This 30th day of April, 20 10.

_____

Notary Public in and for said County and State

T.J. THERIAULT
Notary Public, State of Nevada
Appointment No. 04-90093-1
My Appt. Expires Dec 1, 2012

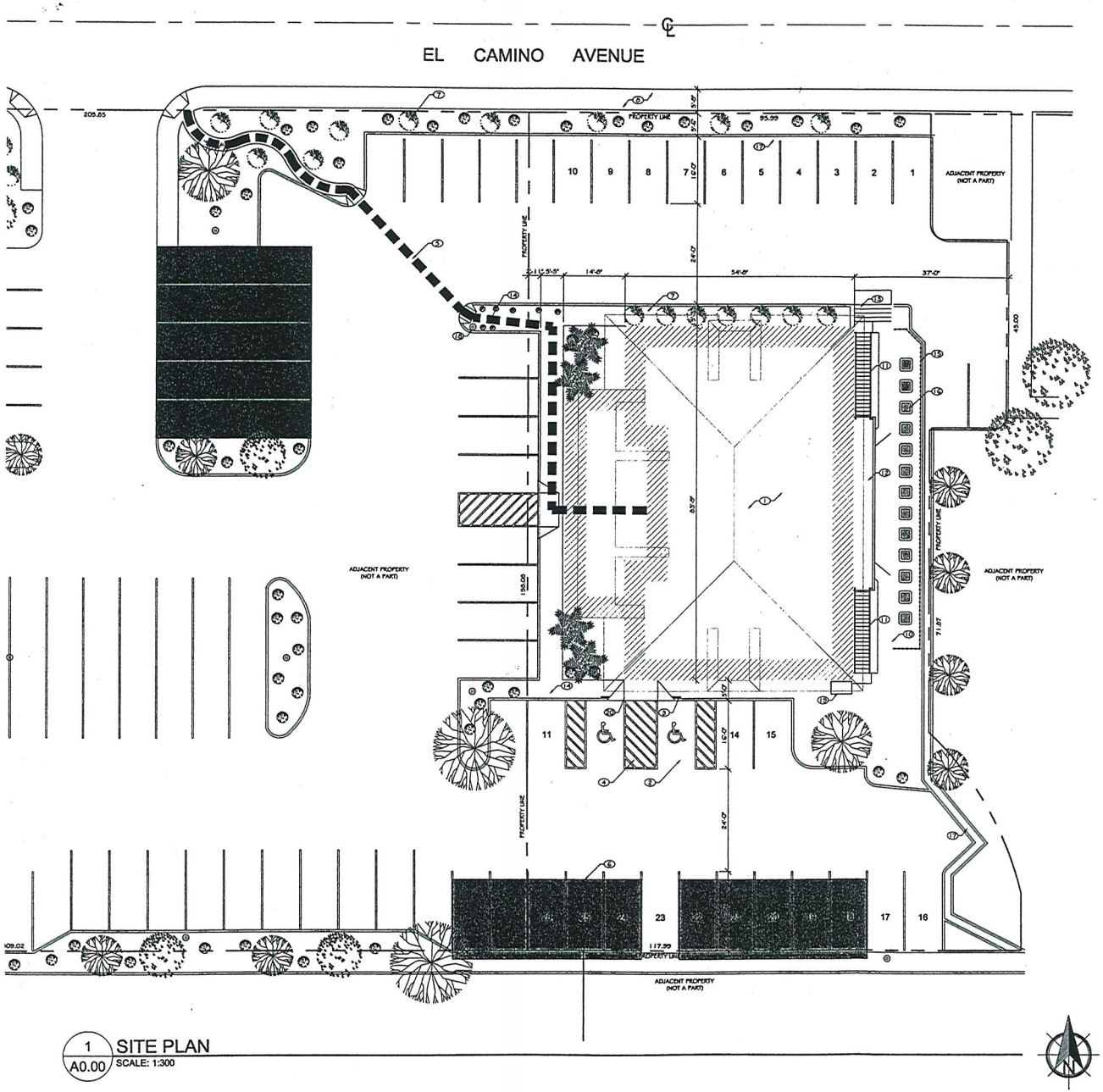
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-38195
Meeting Date:	6/2/2010
Total Fee:	$1830.00
Date Received:*	5/5/10
Received By:	M ROX

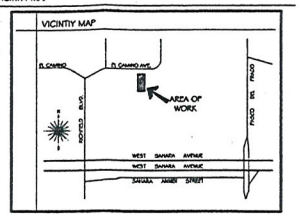
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



1 SITE PLAN
A0.00 SCALE: 1:300

VICINITY MAP



BUILDING CODE DATA

BUILDING OCCUPANCY:	B - OFFICE / OTHER THAN LISTED	
ASSESSORS PARCEL #:	162-05-801-011	
JURISDICTION:	CITY OF LAS VEGAS	
ZONING:	C-1	
LOT ACREAGE:	0.47 ACRES	
BUILDING SQUARE FOOTAGE:	1ST FLOOR:	4,004 SF
	2ND FLOOR:	4,430 SF
TOTAL:		8,001 SF
LOT COVERAGE:	39%	

PARKING CALCULATIONS (PER TITLE 19.04-TABLE 19.10)

OCCUPANCY BREAKDOWN:		
MEDICAL OFFICE:	1:200 = 2,000 SF / 1:175 THERE AFTER	
CLINICAL OFFICE:	1:200 = 2,000 SF / 1:175 THERE AFTER	
MASSAGE ROOM:	2 SPACES PER MASSAGE ROOM	
TOTAL LIVABLE SQUARE FOOTAGE PER ROOM:		
MEDICAL OFFICE (1ST FLR):	4,004 SF =	21 SPACES
CLINICAL OFFICE (2ND FLR):	3,524 SF =	16 SPACES
MASSAGE ROOM (2ND FLR):	3 ROOMS (473 SF)=	6 SPACES
TOTAL PARKING REQUIRED:		
	STANDARD:	41 SPACES
	HANDICAP:	02 SPACES
	TOTAL:	43 SPACES
TOTAL PARKING PROVIDED:		
	STANDARD:	24 SPACES
	HANDICAP:	02 SPACES
	TOTAL:	26 SPACES

KEYNOTES	
1	EXISTING TWO-STORY OFFICE
2	PROPOSED HANDICAP PARKING STALL
3	PROPOSED HANDICAP PARKING SIGN
4	PROPOSED HANDICAP STRIPPING
5	EXISTING ACCESS PATH OF TRAVEL TO PUBLIC WAY
6	EXISTING OVERHEAD PARKING CANOPY
7	EXISTING LANDSCAPE
8	EXISTING SIDEWALK
9	EXISTING STANDARD PARKING
10	EXISTING CMU WALL
11	EXISTING EXTERIOR STAIR CASE
12	EXISTING WALKWAY ON SECOND FLOOR
13	EXISTING CONCRETE STEPS
14	EXISTING WALKWAY
15	EXISTING WROGHT IRON FENCE
16	EXISTING AIR CONDITION UNIT
17	EXISTING GUTTER
18	EXISTING LIGHT POLE
19	EXISTING ELECTRICAL PANEL
20	PROPOSED ADA ACCESSIBLE RAMP

DESIGNER:
STREAMLINE CONCEPT
Streamline Concepts
Design Solutions
8011 Maple Park Street
Las Vegas, NV 89131
PHN: 702-416-0715
FAX: 702-522-0652
EMAIL: info@slcdsd.com

PREPRARED FOR:
Kozmary Center for Pain Management
Experience • Compassion • Results

PROJECT: KOZMARY CENTER FOR PAIN MANAGEMENT
2851 EL CAMINO AVENUE SUITE 101
LAS VEGAS, NEVADA 89102
PHONE:702-380-3210

SHEET TITLE: SITE PLAN

DELTA	REVISION	DATE

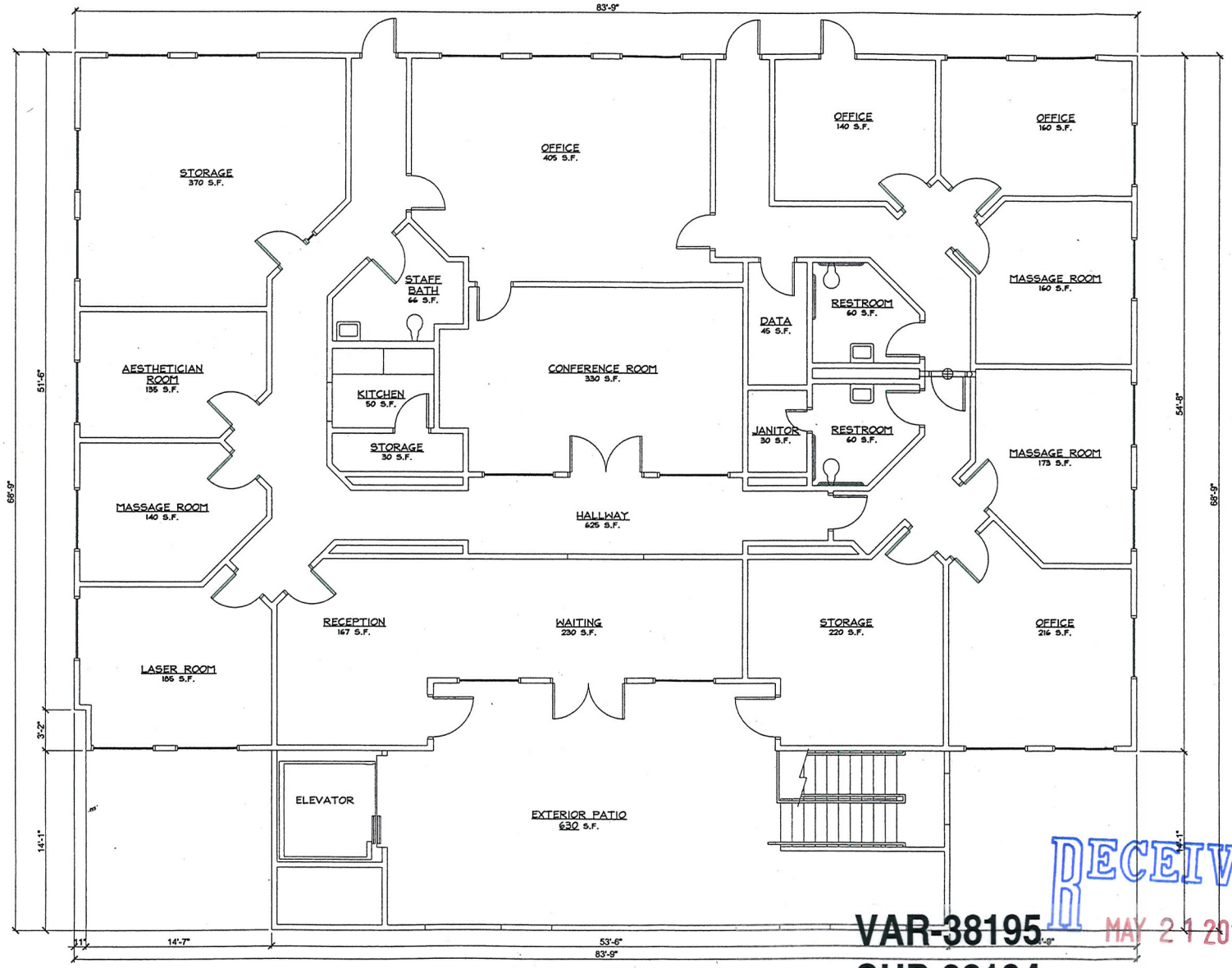
SHEET INFORMATION:

PROJECT NUMBER:	10-004
DRAWN BY:	DYLAN YORKE
LAST MODIFIED:	MARCH 16, 2010
SCALE:	1:300

SHEET NUMBER:
A0.00

VAR-38195
SUP-38194
REVISED

RECEIVED
MAY 21 2010



1 A1.01 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

VAR-38195
SUP-38194
REVISED

RECEIVED
MAY 21 2010

DESIGNER:

STREAMLINE CONCEPT
Streamline Concepts
Design Solutions
8011 Maple Park Street
Las Vegas, NV 89131
PHN: 702-416-0795
FAX: 702-522-0652
EMAIL: info@slcdad.com

PREPRARED FOR:

Kozmary Center for Pain Management
Experience • Compassion • Results

PROJECT:
KOZMARY CENTER FOR PAIN MANAGEMENT
2851 EL CAMINO AVENUE SUITE 101
LAS VEGAS, NEVADA 89102
PHONE: 702-380-3210

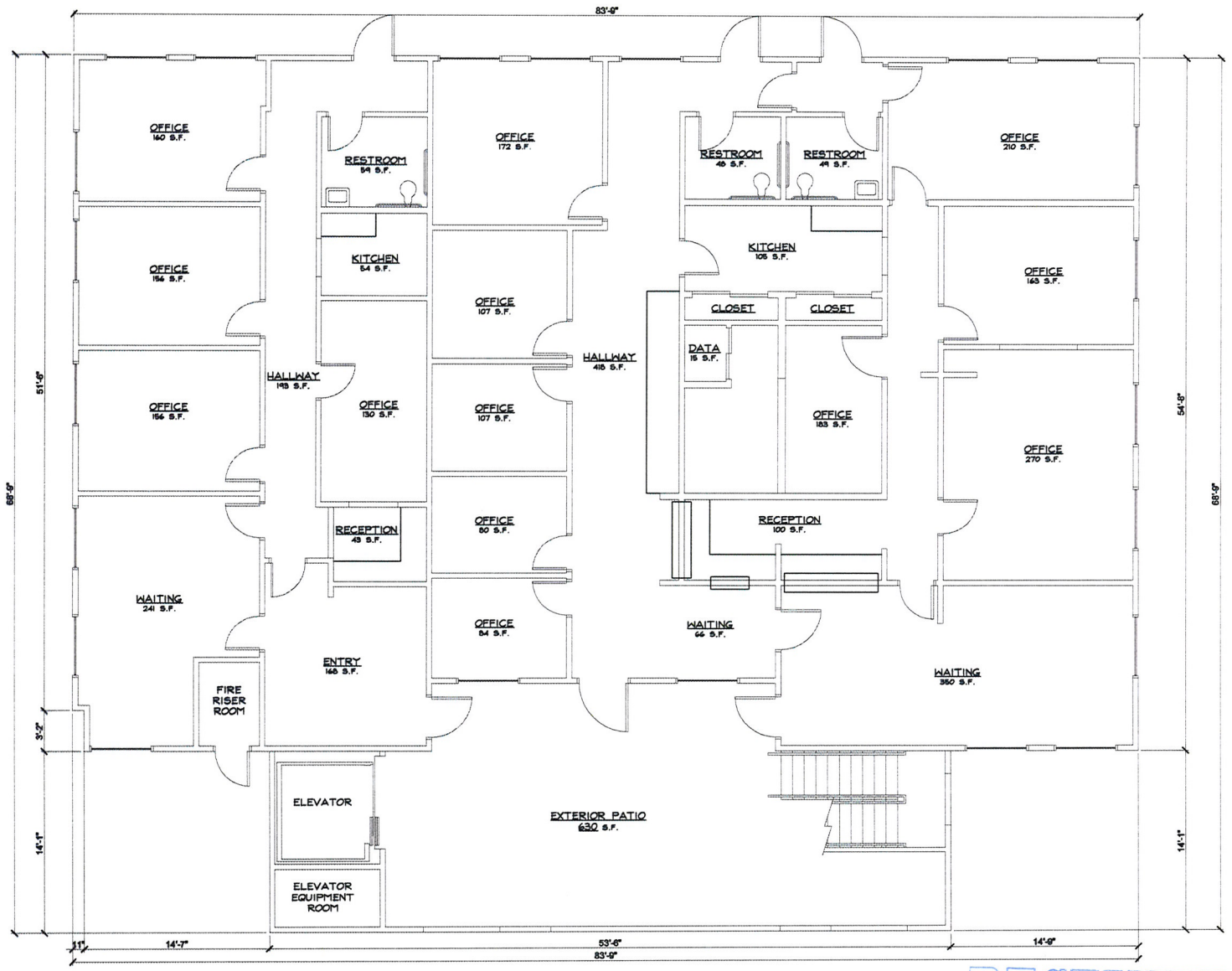
SHEET TITLE:
SECOND FLOOR PLAN

DELTA	REVISION	DATE

SHEET INFORMATION:

PROJECT NUMBER:	10-004
DRAWN BY:	DYLAN YORKE
LAST MODIFIED:	MARCH 16, 2010
SCALE:	1/8" = 1'-0"

SHEET NUMBER:
A1.01



1 / A1.00 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

DESIGNER:

Streamline Concepts
Design Solutions
8011 Maple Park Street
Las Vegas, NV 89131
PHN: 702-416-0748
FAX: 702-522-0462
EMAIL: info@slcdsd.com

PREPRARED FOR:

Kozmary Center for Pain Management
Experience • Compassion • Results

PROJECT:
KOZMARY CENTER FOR PAIN MANAGEMENT
2851 EL CAMINO AVENUE SUITE 101
LAS VEGAS, NEVADA 89102
PHONE:702-380-3210

SHEET TITLE:
FIRST FLOOR PLAN

DELTA	REVISION	DATE

SHEET INFORMATION:

PROJECT NUMBER:	10-004
DRAWN BY:	DYLAN YORKE
LAST MODIFIED:	MARCH 16, 2010
SCALE:	1/8" = 1'-0"

SHEET NUMBER:
A1.00

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MAY 05

VAR-38195
SUP-38194



VAR-38195 & SUP-38194 – APPLICANT: STEVE KOZMARY, M.D. – OWNER: LAJOLLA PLAZA II, LLC
2851 EL CAMINO AVENUE

05/20/10



VAR-38195 & SUP-38194 – APPLICANT: STEVE KOZMARY, M.D. – OWNER: LAJOLLA PLAZA II, LLC
2851 EL CAMINO AVENUE

05/20/10

Kozmary Center
for Pain Management
Experience • Compassion • Results

Steven V. Kozmary, MD-
Board-Certified: American Board of Anesthesiology, Subspecialty Certification in Pain Management, American Academy of Pain Management

Compassionate, leading-edge care:
- Advanced diagnosis & treatment for spinal injuries
- Back & neck pain
- Hip, knee & shoulder pain
- Disc injuries
- Sports injuries
- Work-related injuries
- Cancer pain
- Headaches & migraines
- Diabetes-related pain
- Chronic pain
- Painful neuropathies
- Postsurgical pain
- Multiple sclerosis-related pain
- Arthritis & rheumatoid arthritis
- Age-related disorders
- Personal injury/motor vehicle accident
- Fibromyalgia

Advanced treatments & technology:
- Diagnostic & therapeutic spinal injection therapy
- Radiofrequency nerve lesioning
- Spinal infusion pumps
- TENS therapy
- Trigger-point injections
- Epidural injections
- Spinal cord stimulators

The convenience you deserve:
- Thorough, unhurried evaluations
- Flexible appointments
- Caring, helpful staff
- Timely progress reports to referring physicians
- Most insurances accepted

Las Vegas:2851 El Camino Ave.
Suite 101
Las Vegas, NV 89102

Henderson: Del Webb Building
10001 S. Eastern Avenue
Suite 208
Henderson, NV 89052

866.536.6401
702.380.3210
Fax: 702.380.3212
Visit www.Kozmary.com

March 22, 2010

Planning and Development Department
City of Las Vegas

RE: APN 162-05-801-011

To Whom It May Concern:

We are applying for a massage therapy license to enable us to use multiple rooms for massage therapy. Hours of operation are Monday thru Friday 8:00am to 6:00pm. The use of massage therapy is limited to our medical patients. There is no outside advertising for massage therapy and there is no signage on the building regarding massage therapy. In fact, the only signage relates to Kozmary Center. The patients for massage therapy are all patients of the Kozmary Center for Pain Management and the massage therapy is used on a medical basis to reduce muscle spasm and promote healing of painful areas as part of a medical regimen prescribed by Dr. Kozmary. Typically patients are seen for their monthly or bimonthly appointments and at the same visit are seen for massage therapy. Because of this arrangement, I do not believe that the parking is an issue with the current spaces that we have allotted for our patients at the 2851 El Camino Avenue location.

For any questions you may have regarding this matter, please feel free to contact me.

Sincerely,

STEVEN V. KOZMARY, M.D.
Director, Kozmary Center for Pain Management

SVK/ljh
job #: 0115-3222010
DOT: 03/23/10

VAR-38195
SUP-38194
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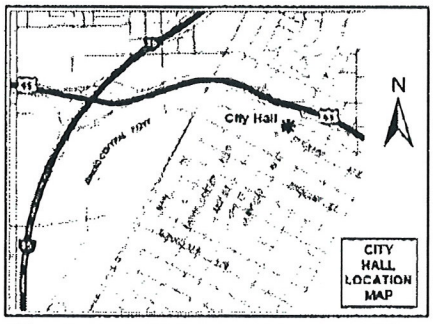
MAY 21 2010

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



BECAUSE HE IS AN M.D. IS he RECEIVING SPECIAL TREATMENT? HE JUST WANTS 4 ZONING CHANGES - GIVE ME A BREAK! IT'S TOO CLOSE TO RESIDENCES AND ONE MASSAGE "ESTABLISHMENT" IS ENOUGH

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
City Council Meeting of 7/21/2010

CUMMINGS FAMILY TRUST
CUMMINGS PETER & KAREN M TRS
3025 PLAZA DE ROSA
LAS VEGAS NV 89102-4048

APN#16205416025

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2010 JUL -9 P 12:34

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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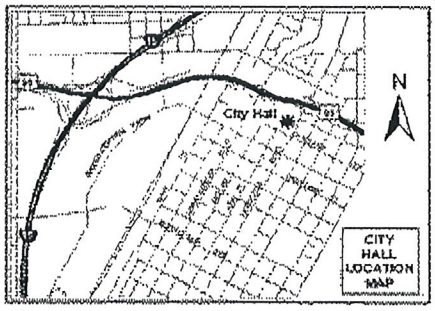

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
City Council Meeting of 7/21/2010

LEA JAMES B & JOY J
11001 PINE KNOLLS CT
LAS VEGAS NV 89144-1652

APN#16208111009

RECEIVED
CITY CLERK
2010 JUL 12 A 8:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

No

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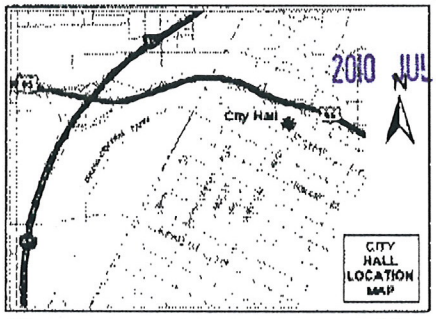
Official Notice of Public Hearing

2010 JUL -9 P 2:35



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
City Council Meeting of 7/21/2010

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MAILED FROM ZIPCODE 89101

We already sent in opposing your suggestion - we don't need another place that attracts a bad element around our kids - are you out of your minds?

PEARSON ROBERT & KATHLEEN
2725 MIRAFLORES AVE
LAS VEGAS NV 89102-4260

APN#16205812007

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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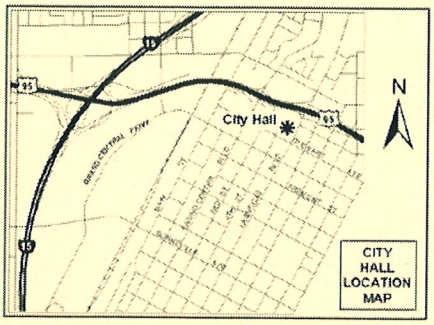
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
City Council Meeting of 7/21/2010

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2010 JUL 12 P 1:17
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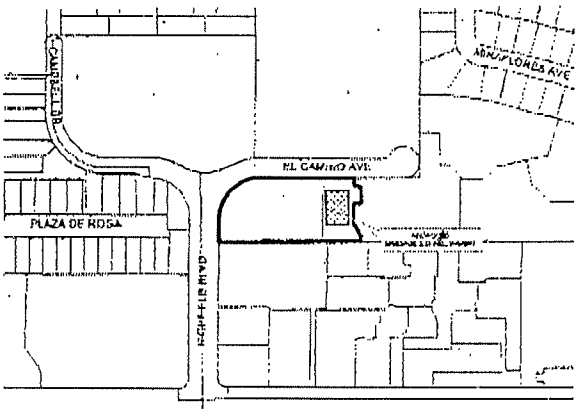
FLIPPIN ALFRED B FAMILY TRUST
3645 MOUNTCREST DR
LAS VEGAS NV 89121-4917

APN#16205415022

VAR-38195 - APPLICANT: STEVEN KOZMARY, M.D. - OWNER: LA JOLLA PLAZA II, LLC - Request for a Variance TO ALLOW 26 PARKING SPACES WHERE 45 PARKING SPACES ARE REQUIRED at 2851 El Camino Avenue (APN 162-05-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).

SUP-38194 - APPLICANT: STEVEN KOZMARY, M.D. - OWNER: LA JOLLA PLAZA II, LLC - Request for a Special Use Permit FOR A PROPOSED 473 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL ZONE WHERE 400 FEET IS THE MINIMUM REQUIRED, A 362-FOOT DISTANCE SEPARATION FROM AN EXISTING MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS THE MINIMUM REQUIRED AND FOR ACCESS TO THE SITE FROM A 60-FOOT RIGHT-OF-WAY WHERE AN 80-FOOT WIDE RIGHT-OF-WAY IS THE MINIMUM REQUIRED at 2851 El Camino Avenue (APN 162-05-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***July 21, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

Too much congestion, blocks driveways, and allows parking in adjacent property. Many in- and- out travelers, potential for accidents and conflicts

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2010 JUL 12 P 12:39

BAILES FAMILY TRUST ETAL
BAILES LEONARD B & GEORGINA TRS
%BAILES & ASSOC
11911 SAN VICENTE BLVD #325
LOS ANGELES CA 90049-6611

APN#16205801010

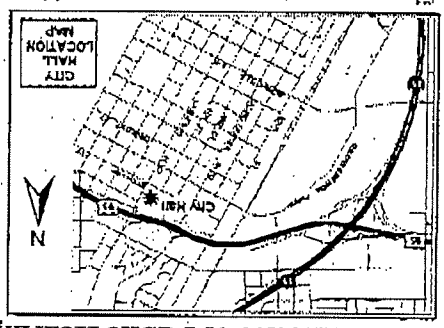
Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
City Council Meeting of 7/21/2010

☐ I SUPPORT this Request

☒ I OPPOSE this Request

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.



Official Notice of Public Hearing
Return Service Requested

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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TOTAL P.01

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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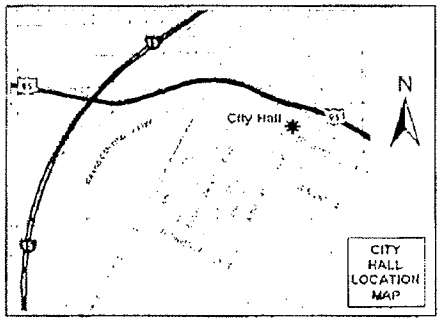
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
City Council Meeting of 7/21/2010

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CITY CLERK
2010 JUL -9 P 2:35

JENKINS E & S 1990 LIV TR AGMT
3010 EL CAMINO AVE
LAS VEGAS NV 89102-4056

APN#16205415021

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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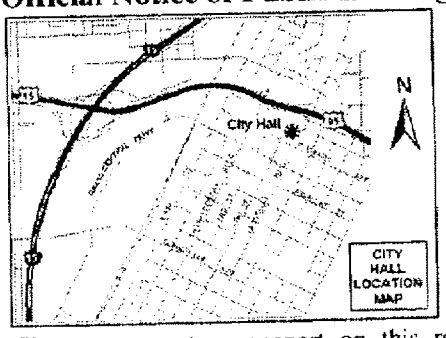

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-37949
City Council Meeting of 7/21/2010

YILMAZ ISMAIL
5309 WASHOE LN
LAS VEGAS NV 89107-1761

APN#13921612058

FROM :TIMON S. GREENE FAX NO. :7028715924 Jul. 12 2010 12:25PM P1

07/12/2010 MON 12:17 [TX/RX NO 8068] 001

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2010 JUL 12 P 3:05

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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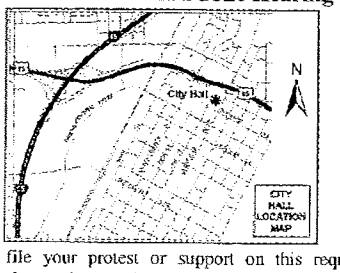
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
City Council Meeting of 7/21/2010

GREENE TIMON S
3022 EL CAMINO AVE #27
LAS VEGAS NV 89102-4056

APN#16205415027

ENCLOSE

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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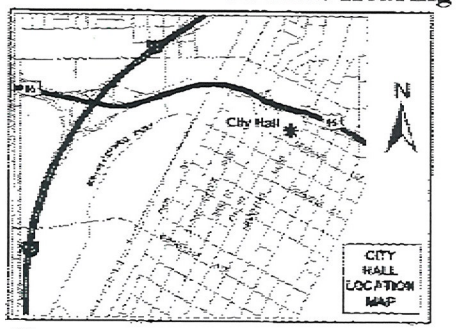

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194

Planning Commission Meeting of 6/24/2010

Case: VAR-38195
16205415027
GREENE TIMON S
3022 EL CAMINO AVE #27
LAS VEGAS NV 89102-4056

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P 6-24

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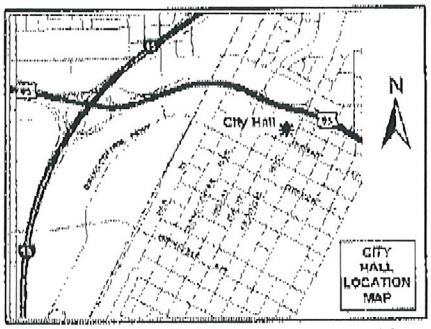

We do Not Need another massage parlour in this area.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194

Planning Commission Meeting of 6/24/2010

Case: VAR-38195
16208511034
CLINE RACHAEL A LIVING TRUST
3308 CALLE DEL TORRE
LAS VEGAS NV 89102-3906

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23-24
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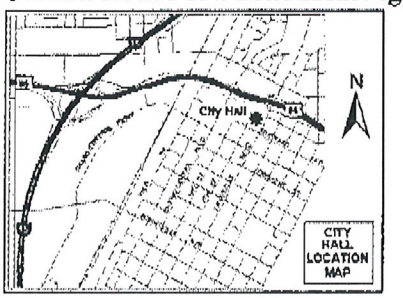

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194

Planning Commission Meeting of 6/24/2010

We have policies & regulations for a reason. Good reasons might support a variance. I see no justifiable reason to reduce the distance between a "massage" business and residential or to reduce parking.

Case: VAR-38195

16205310017
TYRE R & C LIVING TRUST
2777 PARADISE RD #3502
LAS VEGAS NV 89109-0403

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JUN

23-24
P

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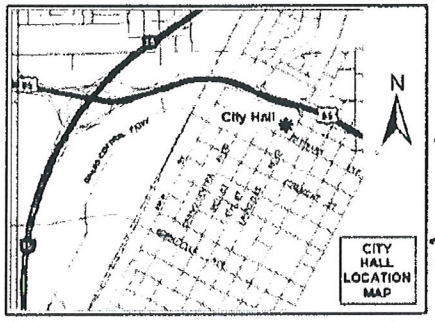

I OPPOSE! WHO DOE THIS "DOCTOR" THINK HE IS! IT'S TOO CLOSE TO RESIDENCE TOO CLOSE TO ANOTHER "MASSAGE PARLOR" AND THE RIGHT OF-WAY IS TOO NARROW. IS THERE ANYTHING ELSE HE WOULD LIKE? YOU NEED TO TELL THIS JERK "NO"!!

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Case VAR-38195

16205416025
CUMMINGS FAMILY TRUST
3025 PLAZA DE ROSA
LAS VEGAS NV 89102-4048

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 15 2010

23-24
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

NO

NO

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UNITED STATES POSTAGE PITNEY BOWES
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$ 00.41⁴
JUN 11 2010
MAILED FROM ZIP CODE 89101

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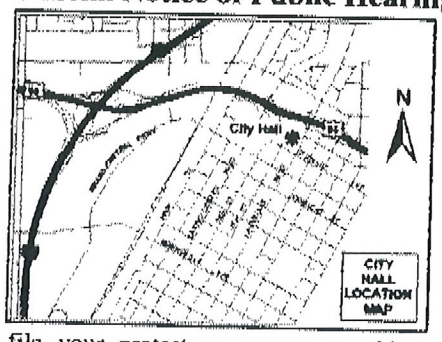
NO



NO

Are you nuts?

NO!

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NO NO!!

☐ I SUPPORT this Request

☒ I OPPOSE this Request

NO NO!!

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194

Planning Commission Meeting of 6/24/2010

NO, NO, NO, NO NO

16205812007 Case: VAR-38195
PEARSON ROBERT & KATHLEEN
2725 MIRAFLORES AVE
LAS VEGAS NV 89102-4260

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JUN 14 2010

23-24P

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Planning & Development Department
Development Services Center
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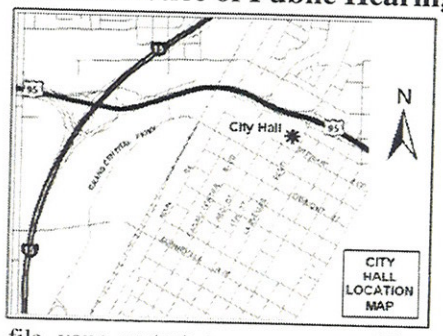

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194

Planning Commission Meeting of 6/24/2010

Case: VAR-38195

16208511013
BURNS JUDITH T TRUST
2804 ALCOA AVE
LAS VEGAS NV 89102-6023

Submitted after final agenda
Date 6/24/10 Item 23-24 P

City of Las Vegas
Planning & Development Department
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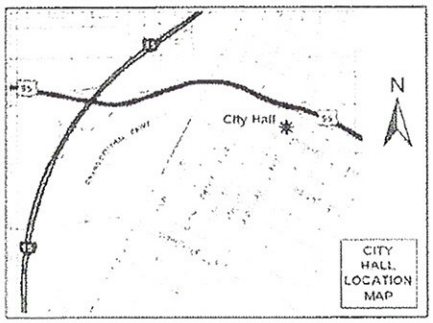

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-38195 & SUP-38194
Planning Commission Meeting of 6/24/2010

Case. VAR-38195
16208510002
GEVORKIAN GRIGOR & AGHAVNI
8609 LAKERIDGE CIR
LAS VEGAS NV 89117-5828

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JUN 24 2010

Submitted after final agenda
Date Item 23-24 P

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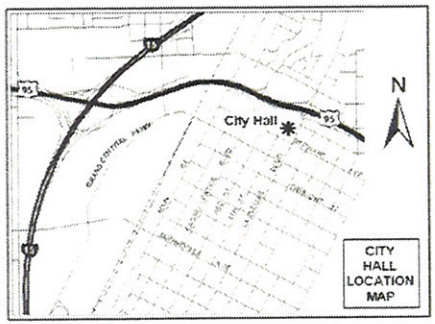

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
Planning Commission Meeting of 6/24/2010

Leonard Bailes
310-445-4300

I own the adjacent bldg @ 2901 El Camino, and if the variance is allowed the congestion in and out of parking lot that is in conjunction with my parking would greatly increase. He will have people than 16, therefore creating congestion and since there is no barrier I will be forced to tow cars of his patients. He needs more parking to accomodate patients.

Case: VAR-38195
16205801010
BAILES FAMILY TRUST ETAL
%BAILES & ASSOC
11911 SAN VICENTE BLVD #325
LOS ANGELES CA 90049-6611

RECEIVED JUN 17 2010

Submitted after final agenda
Date
Item 23-24

PAGE 01/01
TECHNOBAKE
06/18/2010 09:24 7326560899

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Las Vegas, Nevada 89101-2986

(PRESORTED FIRST CLASS)

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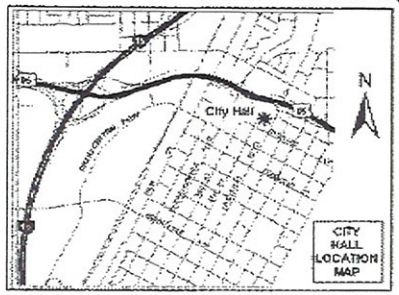

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-38195 & SUP-38194
Planning Commission Meeting of 6/24/2010

Submitted after final agenda
Date
Item 23-24

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JUN 18 2010

XX LAS VEGAS NV 890 06-12-10

Case: VAR-38195
16205413007
FEINER ELIANE
224 SAYRE DR
PRINCETON NJ 08540-5852

City of Las Vegas
Planning & Development Department
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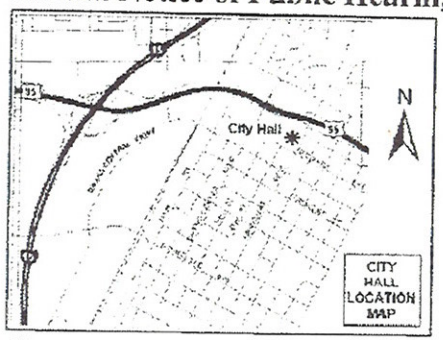

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-38195 & SUP-38194

Planning Commission Meeting of 6/24/2010

Case: VAR-38195

16205415035
BARTON H KEITH
3054 EL CAMINO AVE
LAS VEGAS NV 89102-4037

Submitted after final agenda
Date
Item 23-24 P

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JUN 17 2010

Jun 16 10 05:01p

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Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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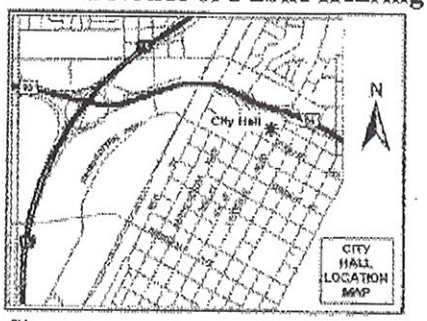

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
Planning Commission Meeting of 6/24/2010

Case: VAR-38195
16208111009
LEA JAMES B & JOY J
11001 PINE KNOLLS CT
LAS VEGAS NV 89144-1652

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JUN 21 2010

Submitted after final agenda
Date Item 23-24 P

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Development Services Center
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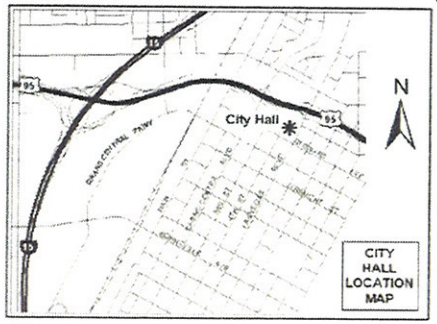

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-38195 & SUP-38194
Planning Commission Meeting of 6/24/2010

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10 JUN 21 P 4:16
PLANNING AND DEVELOPMENT

Case: VAR-38195
16208104008
ROSS & ROSS L L C
2488 OLD CASH RD
CHERAW SC 29520-5729

Submitted after final agenda
Date
Item 23-24 P



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

DATE: June 21, 2010
TO: CLV PLANNING COMMISSIONERS!
FROM: Charleston Neighborhood Preservation
RE: Selected items from June 24, 2010 CLV Planning Commission Agenda

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas, Nevada boundaries, therefore imposing a direct impact upon ALL wards.

#24. SUP-38194 related to VAR-38 – We ask that NO be the vote on this SUP because of the THREE waivers:
1) the 340 ft. distance from a residential zone where residents are assured of a 400 ft. distance,
2) the 638 ft. variance from code in the distance required from an existing massage establishment, AND
3) the 20 ft. variance requested from the required distance of 80 ft from access to the site!
We know these measurements were not arbitrarily established for the protection of residents as well as the business person and ask that we respect them.

#28. SUP-38137 – NO is the vote we request for this business in this location because of the permanent effect such waivers have throughout the city. Does money override code and ordinances? Can a homebuyer trust such?
1)The 140 ft. waiver in separation distance from residential use is good governing?
2)the 180 ft. waiver from a Financial Institution surely is a detriment to the established business, AND
3) the 600 ft variance in the required square feet of floor area will forever, within our city boundaries, encourage even smaller, 'hole in the wall' Financial Institutions.

With both #24 and #28, the door is open for 4 plus waivers which certainly is lowering the standards of the "WORLD CLASS" image mentioned as a quality for our city.

Appreciating your challenging position,

June Ingram, President and BOARD

June
C N P

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10 JUN 22 AM 8:22
PLANNING AND DEVELOPMENT

Submitted after final agenda
Date Item 24

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erma Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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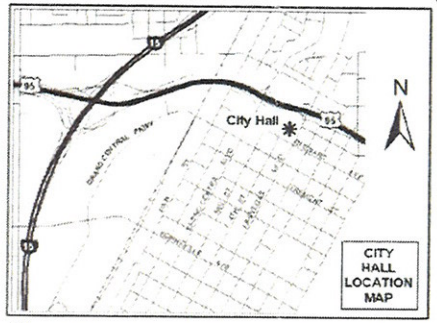

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38195 & SUP-38194
Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:13
PLANNING AND DEVELOPMENT

Case: VAR-38195

16205416001
FAUST SUZANNE
2301 CALLE DE NUEVO
LAS VEGAS NV 89102-4039

Submitted after final agenda
Date
Item 23-24
A

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38194 - SPECIAL USE PERMIT RELATED TO VAR-38195 - PUBLIC HEARING - APPLICANT: STEVEN KOZMARY, M.D. - OWNER: LA JOLLA PLAZA II, LLC - Request for a Special Use Permit FOR A PROPOSED 473 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL ZONE WHERE 400 FEET IS THE MINIMUM REQUIRED, A 362-FOOT DISTANCE SEPARATION FROM AN EXISTING MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS THE MINIMUM REQUIRED AND FOR ACCESS TO THE SITE FROM A 60-FOOT RIGHT-OF-WAY WHERE AN 80-FOOT WIDE RIGHT-OF-WAY IS THE MINIMUM REQUIRED at 2851 El Camino Avenue (APN 162-05-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**1**
City Council Meeting	**8**	**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. Supporting Documentation
3. Protest Postcards for VAR-38195 and SUP-38194

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: SUP-38194 APN: 162-05-801-011

Name of Property Owner: La Jolla Plaza II LLC

Name of Applicant: Steven Kozmary

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: STEVEN KOZMARY

Subscribed and sworn before me

This 30th day of April, 2010

_____

Notary Public in and for said County and State

T.J. THERIAULT
Notary Public, State of Nevada
Appointment No. 04-90093-1
My Appt. Expires Dec 1, 2012

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
MAY 05 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit - Massage Establishment

Project Address (Location) 2851 El Camino Avenue #200, Las Vegas NV 89102

Project Name Kozmary Center for Pain Management **Proposed Use** Massage - Medical

Assessor's Parcel #(s) 162-05-801-011 **Ward #** _____

General Plan: existing S-C proposed _____ **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 8,860 **Floor Area Ratio** _____

Gross Acres 0.47 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER La Jolla Plaza II LLC **Contact** Steven Kozmary

Address 2851 El Camino Avenue **Phone:** (702) 567-4810 **Fax:** (702) 380-3212

City Las Vegas **State** NV **Zip** 89102

E-mail Address md@kozmary.com

APPLICANT Steven Kozmary MD **Contact** Steven Kozmary

Address 2851 El Camino Avenue **Phone:** (702) 567-4810 **Fax:** (702) 380-3212

City Las Vegas **State** NV **Zip** 89102

E-mail Address md@kozmary.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** NV **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 Steven Kozmary

Subscribed and sworn before me

This 30th day of April, 20 10.

_____

Notary Public in and for said County and State

T.J. THERIAULT
Notary Public, State of Nevada
Appointment No. 04-90093-1
My Appt. Expires Dec 1, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-38194
Meeting Date:	6/24/10
Total Fee:	1030.00
Date Received:*	5/5/10
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

Please refer to VAR-38195 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

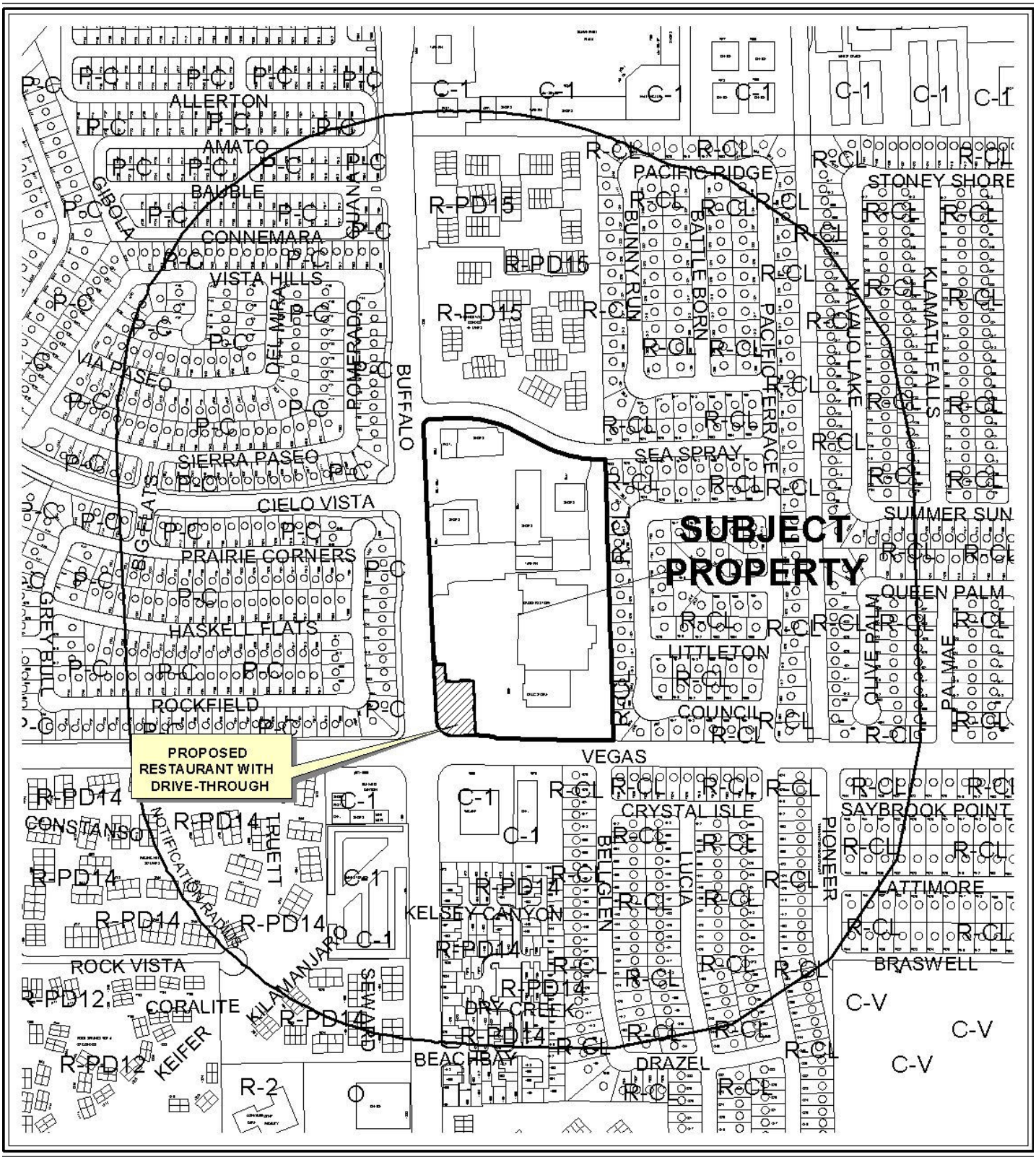
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-38114 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Variance TO ALLOW A NINE-FOOT TALL MENU BOARD WHERE SEVEN FEET IS THE MAXIMUM HEIGHT ALLOWED AND TO ALLOW AN INCIDENTAL SIGN (CLEARANCE ARM) THAT IS 13 FEET TALL, 27 SQUARE FEET IN AREA AND CONTAINS A LOGO MAKING UP 67 PERCENT OF THE SIGN AREA WHERE SEVEN FEET IN HEIGHT, 12 SQUARE FEET IN AREA AND 50 PERCENT LOGO COVERAGE ARE ALLOWED on 0.52 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**14**	**Planning Commission Mtg.**	**2**
City Council Meeting	**4**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-38114 and MSP-38116
2. Conditions and Staff Report - VAR-38114 and MSP-38116
3. Supporting Documentation
4. Photos - VAR-38114 and MSP-38116
5. Justification Letter
6. Protest/Support Postcards for VAR-38114 and MSP-38116
7. Backup referenced from the June 24, 2010 Planning Commission Meeting Items VAR-38114 and MSP-38116



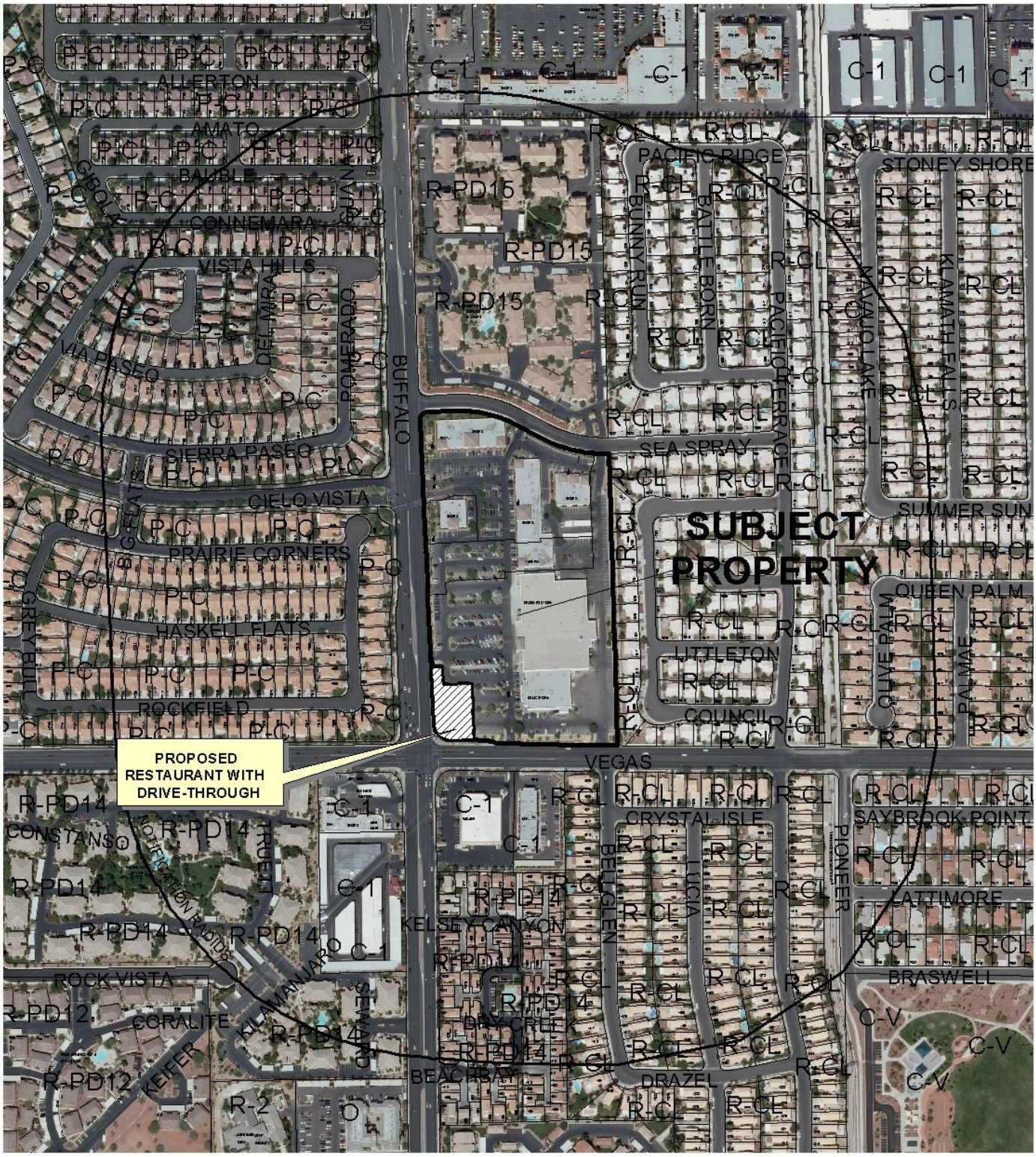
CASE: **VAR-38114 AND MSP-38116**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **VAR-38114 AND MSP-38116**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-38114	Staff recommends DENIAL, if approved subject to conditions:	
MSP-38116	Staff recommends DENIAL, if approved subject to conditions:	VAR-38114

** CONDITIONS **

VAR-38114 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Master Sign Plan (MSP-38116) shall be required.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

MSP-38116 CONDITIONS

Planning and Development

1. Conformance to the conditions of approval for Master Sign Plans MSP-0006-02 and MSP-2619, except as amended herein.

2. Conformance to the sign elevations and documentation as submitted in conjunction with this request, date stamped 04/27/10, except as amended by conditions herein.

3. All signage shall have proper permits obtained through the Building and Safety Department.

4. Any future amendments to the approved signage within the Master Sign Plan in conformance with Title 19 standards may be reviewed and approved administratively by the Planning and Development Department.

Public Works

5. The proposed signs shall not be located within the public right-of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted bases shall not be located within existing or proposed public sewer or drainage easements.

** STAFF REPORT **

PROJECT DESCRIPTION

A shopping center is located on the subject site, which is located at the northeast corner of Buffalo Drive and Vegas Drive. An approved restaurant with drive-through is currently under construction at the southwest corner of this shopping center. This request would amend the previously approved Master Sign Plan (MSP-0006-02) for the shopping center to permit signage for the restaurant with drive-through. Eleven outdoor signs are proposed, including a monument sign along Buffalo Drive, four wall signs, two standard directional signs, a clearance arm directional sign to restrict the height of vehicles passing through the drive-through, a menu board, order confirmation pedestal and an LED border around the upper portion of the building façade. Signage is in compliance with Title 19.14 sign standards with the exception of the menu board, which exceeds the allowed height for menu board signs, and the clearance arm, which exceeds the allowed height, area and logo coverage for directional signs. As there is no hardship associated with the physical characteristics of the site that would warrant the requested deviations from Title 19, staff recommends denial of the Variance and the amendment to the existing Master Sign Plan. If denied, the existing Master Sign Plan would remain and approval of a new amendment would be necessary to allow signage on the restaurant with drive-through and its surrounding property.

ISSUES

- Approval of a Variance to allow a height of nine feet for the menu board where seven feet is the maximum height allowed and to allow a directional incidental sign that is 13 feet tall, 27 square feet in area and contains a logo making up 67 percent of the sign area where seven feet in height, 12 square feet in area and 50 percent logo coverage are allowed is required for approval of the master sign plan amendment.
- The subject property is located within 200 feet of single family residences; therefore, Title 19.14.070 residential protection standards apply.
- If the menu board and clearance arm signage were to be reduced to meet the standards of Title 19.14, staff would recommend approval of the Master Sign Plan.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/07/90	The City Council approved a Rezoning (Z-0097-90) from N-U (Non-Urban) to R-CL (Single Family Compact-Lot), R-PD15 (Residential Planned Development – 15 Units per Acre) and C-1 (Limited Commercial) on property located on the east side of Buffalo Drive between Vegas Drive and Lake Mead Boulevard. The Planning Commission recommended approval; staff recommended denial.
03/09/98	The City Council approved a Site Development Plan Review [Z-0097-90(5)] for a proposed 142,352 square-foot Retail Center and a Special Use Permit (U-0138-97) to allow Packaged Liquor sales in conjunction with a proposed 17,157 square-foot General Retail Store on property located on the northeast corner of Vegas Drive and Buffalo Drive. The Planning Commission and staff recommended approval.
03/23/98	The City Council approved a Special Use Permit (U-0012-98) for the sale of Packaged Liquor for off-premise consumption in conjunction with a proposed 61,860 square-foot Grocery Store located at the northeast corner of Vegas Drive and Buffalo Drive. The Planning Commission and staff recommended approval.
06/14/99	The City Council accepted the withdrawal without prejudice of a Special Use Permit (U-0053-99) to allow gasoline sales, an Automotive Repair Garage, Minor with a Waiver to allow service bays facing the public right-of-way, and a car wash in conjunction with a proposed Convenience Store and a Special Use Permit (U-0054-99) for the Off-Premise Sale of Beer and Wine in conjunction with a proposed 3,200 square-foot convenience Store on property located on the southeast corner of Buffalo Drive and Sea Spray Avenue. The Planning Commission and staff had recommended denial.
05/30/00	The Planning and Development Department administratively approved a Site Development Plan Review [Z-0097-90(6)] for a proposed Garden Supply/Plant Nursery in conjunction with a proposed Grocery Store on the northeast corner of the intersection of Buffalo Drive and Vegas Drive.
07/05/00	The City Council approved a request for a Reinstatement and Extension of Time [U-0012-98(2)] of an approved Special Use Permit for the Off-Premise sale of package liquor in conjunction with a proposed Grocery Store on the northeast corner of the intersection of Buffalo Drive and Vegas Drive. The Planning Commission and staff recommended approval of this request.
06/06/01	The Planning and Development Department administratively approved a Site Development Plan Review [Z-0097-90(7)] to modify the approved retail commercial center by reducing the square footage from 142,352 square feet to 130,643 square feet.

08/15/01	The City Council approved a Site Development Plan Review [Z-0097-90(8)] for a proposed Fueling Station and a Special Use Permit (U-0094-01) for a Service Station in conjunction with a proposed Fueling Station on the northeast corner of Vegas Drive and Buffalo Drive. The Planning Commission and staff recommended approval of these requests.
10/16/02	The City Council approved a Master Sign Plan (MSP-0006-02) for the development. The Planning Commission and staff recommended approval.
01/22/03	The City Council approved a Variance (V-0054-02) to allow 652 parking spaces where 729 parking spaces are required on property located adjacent to the northeast corner of Buffalo Drive and Vegas Drive. The Planning Commission recommended approval of this request; staff recommended denial.
09/17/03	The City Council approved a request for a Major Amendment (MSP-2619) of an approved Master Sign Plan (MSP-0006-02) for an existing retail/office complex at the northeast corner of Buffalo Drive and Vegas Drive. The amendment allowed one additional 20-foot freestanding sign along the Buffalo Drive frontage. The Planning Commission and staff recommended approval.
01/21/04	The City Council approved a Required Review (RQR-3543) of an approved Variance (V-0054-02) to allow 652 parking spaces where 729 spaces are required on property located adjacent to the northeast corner of Buffalo Drive and Vegas Drive. Staff recommended approval of this request.
02/08/07	The Planning Commission approved a request for a Site Development Plan Review (SDR-15357) for a 5,000 square-foot bank on the northeast corner of Vegas Drive and Buffalo Drive. Staff recommended denial of this request.
04/23/09	The Planning Commission approved a request for a Site Development Plan Review (SDR-33756) for a 2,783 square-foot restaurant with drive-through at the northeast corner of Buffalo Drive and Vegas Drive. Staff recommended approval.
06/24/10	The Planning Commission (7-0 vote) recommended APPROVAL of companion items VAR-38114 and MSP-38116 concurrently (PC Agenda Items 25-26/ss).

Most Recent Change of Ownership	
07/05/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/05/10	A building permit (141471) was issued for a restaurant at 7598 Vegas Drive. A final inspection has not yet been completed.
01/05/10	A building permit (141472) was issued for on-site improvements at 7598 Vegas Drive. A final inspection has not yet been completed.
01/05/10	A building permit (141473) was issued for a trash enclosure at 7598 Vegas Drive. A final inspection has not yet been completed.

02/10/10	A building permit (156412) was issued for three 35 square-foot wall signs, one 72 square-foot wall sign; one menu board sign and two incidental directional signs at 7598 Vegas Drive. A final inspection has not yet been completed.
03/19/10	A building permit application (159038) for a 30-foot tall freestanding sign was submitted to the Building and Safety Department for review. The Planning and Development Department denied its review, requiring prior approval of an amendment to the existing master sign plan for the shopping center.

Pre-Application Meeting	
03/26/10	A pre-application meeting was conducted, where the following topics were discussed: • A variance will be required to allow the proposed height and logo coverage of the clearance arm. It was later determined that the proposed height of the menu board also exceeded code allowances and a variance would be required. • An amended Master Sign Plan for the shopping center would be required for all proposed signage for the restaurant with drive-through. • A permit has already been issued for the wall signs, two of the directional signs and the menu board; however, the final inspection cannot be approved until a variance and amended master sign plan are approved.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
05/20/10	A field inspection was conducted, where the following items were noted: • The restaurant building appeared to be completed and the wall signage was attached to the building, including the "Star Logo"; • The menu board and order confirmation kiosk were installed; • No clearance arm was located in the drive-through lane; • The parking and drive-through areas had not been completed.

Details of Application Request	
Site Area	
Net Acres	0.52 of a total 13.41 acres

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center (Restaurant with Drive Through)	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Grocery Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Dwelling, Detached	SF3 (Single Family Residential – 10 Units per Acre) Summerlin North Designation	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			
A-O (Airport Overlay) District (200 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.14, the following standards apply:

Menu Board	**Allowed**	**Provided**	**Compliance**
Maximum Number	Two signs per drive-through lane if visible from ROW	One menu board 1 total	Y
Maximum Area	60 SF freestanding	40 SF freestanding	Y
Maximum Height	7 feet	8.26 feet (18% deviation)	N
Minimum Setback	5 feet	50 feet	Y
Illumination	External/Internal	Internal	Y
Other	Only the word “Menu”	Does not face ROW	Y

	to be legible from ROW		

Incidental Signs (Non-directional)	**Allowed**	**Provided**	**Compliance**
Maximum Number	No limit	One order confirmation pedestal	Y
Maximum Area	No limit	7.26 SF	Y
Maximum Height	5 feet	4.58 feet	Y
Minimum Setback	5 feet	56 feet	Y
Illumination	External/Internal	Internal	Y
Other	Up to 25% of sign area may contain logo	Less than 25%	Y
Incidental Signs (Directional)	**Allowed**	**Provided**	**Compliance**
Maximum Number	Two signs per driveway or access 4 total	One sign per driveway; one drive-through clearance arm 3 total	Y
Maximum Area per sign	12 SF	27 SF (125% deviation)	N
Maximum Height per sign	7 feet	12.5 feet (79% deviation)	N
Minimum Setback	5 feet	29 feet	Y
Illumination	Internal only	Internal	Y
Other	Up to 50% of sign area may contain logo	67% (34% deviation)	N
Monument Signs	**Allowed**	**Provided**	**Compliance**
Maximum Number	1/200 feet street frontage 1 total	One sign along Buffalo Dr. street frontage 1 total	Y
Maximum Area	75 SF/sign	16 SF	Y
Maximum Height	10 feet	7 feet	Y
Minimum Setback	5 feet	5 feet	Y
Illumination	Direct External/Internal	Internal	Y
Wall Signs	**Allowed**	**Provided**	**Compliance**
Maximum Number	Limited by area of elevation	1 sign per elevation 4 total	Y
Tube decoration	Limited by area of elevation	277 linear feet	Y
Maximum Area	20% of building elevation	Less than 20%	Y
Maximum Projection	4 Feet	8 Inches	Y
Illumination	Internal/External only	Internal	Y

ANALYSIS

The original Master Sign Plan (MSP-0006-02) for the shopping center was required in 2002 as a result of zoning standards requiring Master Sign Plans for non-residential development projects exceeding 2.5 acres. This amendment adds standards for signage for a new restaurant with drive-through at the southwest corner of the overall development. This restaurant was approved by Site Development Plan Review SDR-33756 and is currently under construction.

The proposed monument sign, wall signs on each building elevation, order confirmation board and the directional signs located at the entrance and exit to the drive-through lane are in compliance with Title 19.14 signage standards. A 277-foot narrow LED-lighted tube is proposed along the façades of the building near the roofline that meets the residential protection standards for illuminated signs in Title 19.14.070.

Two of the proposed signs are not in conformance with Title 19.14. The submitted plans indicate that the proposed menu board is to be approximately nine feet tall where seven feet is the maximum height allowed, a 29 percent deviation. The height measurement includes the supporting structure. At the entrance to the drive-through lane, a directional sign indicating the drive-through and restricting height clearance is proposed that exceeds height, area and logo coverage standards for directional incidental signs. The logo consists of the name and graphic of the restaurant. The proposed sign represents a 79 percent deviation in the height, a 125 percent deviation in area and a 34 percent deviation in the sign area that the logo may be allowed to cover.

Because these signs are not in conformance with Title 19 signage requirements and could be designed to meet these standards, staff recommends denial of the variance to allow the deviations and the accompanying amendment to the existing master sign plan for the shopping center that would add these signs for the restaurant. If the signs are brought into conformance with Title 19, staff would recommend approval of these items. Any future amendments to the approved signage within the Master Sign Plan in conformance with Title 19 standards may be reviewed and approved administratively by the Planning and Development Department.

FINDINGS (VAR-38114)

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 a menu board and an incidental sign that do not meet height, area and logo coverage standards of Title 19. Removal of the incidental sign and redesign of the menu board would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 1,232 (By City Clerk)

APPROVALS 2

PROTESTS 14

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number. **VAR-38114** APN: 138-22-418-011

Name of Property Owner: SEA BREEZE VILLAGE II, LLC.

Name of Applicant: Visual Information Systems Co.

Name of Representative: Ed Blend

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: HASKEL INY

Subscribed and sworn before me

This 4 day of March, 20 10

Trina M Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE

Project Address (Location) 7598 Vegas Dr.

Project Name Carl's Jr. **Proposed Use**

Assessor's Parcel #(s) 138-22-418-011 **Ward #** 4

General Plan: existing X proposed **Zoning:** existing X proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres .52 **Lots/Units** 1 **Density**

Additional Information INCIDENTAL SIGNAGE TALLER THAN 5' AND LOGO GREATER THAN 25% OF SIGN AREA - CARL'S JR. CLEARANCE ARM

PROPERTY OWNER SEA BREEZE VILLAGE II, LLC **Contact** JENNIFER ROBERTS

Address 1770 N BUFFALO #101 **Phone:** 702.253.5151 **Fax:** 702.430.5307

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address jr@greatac.com

APPLICANT Visual Information Systems Co. **Contact** Ed Blend

Address 13580 5th St. **Phone:** 909-591-4742 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address

REPRESENTATIVE Ed Blend **Contact**

Address 13580 5th St. **Phone:** 909-287-7373 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address eblend@nsmc.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 HASKEL INY

Subscribed and sworn before me

This 9 day of March, 20 10.

Trina M. Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

FOR DEPARTMENT USE ONLY

Case #	VAR-38114
Meeting Date:	6/24/2010
Total Fee:	830.00
Date Received:*	4/27/2010
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.

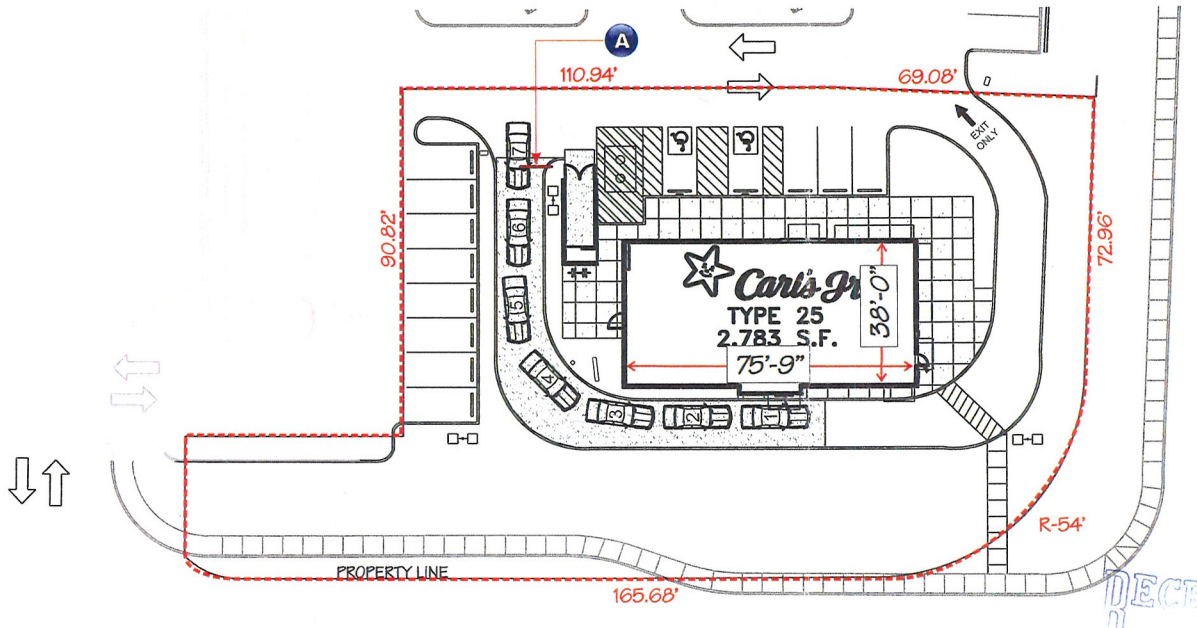
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

Scope of Work

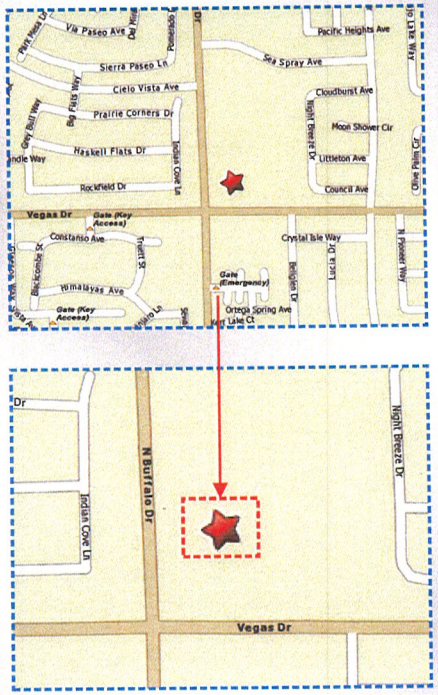
APN 138-22-418-011

(A) DRIVE-THRU CLEARANCE ARM



BUFFALO DR

VEGAS DR



VICINITY MAP

RECEIVED
APR 27 2010

NOTE:
ALL NEW SIGNAGE TO CONNECT TO CLIENT PROVIDED ELECTRICAL CIRCUITS

LOGO ARTWORK	SALESMAN TO PROVIDE ACTUAL COLOR INFORMATION PRIOR TO FABRICATION
YES ☐ NO ☑ WINDOWS READY VECTOR LINE DIGITAL ARTWORK OR RAW CAMERA READY ARTWORK WILL BE REQUIRED PRIOR TO FABRICATION	YES ☐ NO ☐

FIELD SURVEY REQUIRED FOR: 2

- YES ☑ NO ☐ COLOR MATCHING PURPOSES TO EXISTING BUILDING(S)/SIGNAGE etc.
- YES ☑ NO ☐ MATCHING STONE, BRICK or OTHER BUILDING MATERIALS TO EXISTING
- YES ☑ NO ☐ DETERMINE ACTUAL DIMENSIONS OF EXISTING SIGNAGE FOR REFACE BEFORE FABRICATION

SIGNAGE LOCATIONS:	CUSTOMER APPROVAL:	MISCELLANEOUS:
HAS CUSTOMER APPROVED SIGN LOCATION(S) FOR INSTALLATION? YES ☑ NO ☐	DRAWINGS YES ☑ NO ☐	DEPOSIT REQUIRED YES ☐ NO ☐
	COLORS YES ☑ NO ☐	SIGNED CONTRACT YES ☐ NO ☐
	TEXT YES ☑ NO ☐	ORDER LED UNIT YES ☐ NO ☐

CARL'S JR. - Las Vegas, CA. - Site Plan

SCALE: 1/32"=1'

THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT PLANNED FOR YOU BY NSMC. IT IS NOT TO BE SHOWN OUTSIDE YOUR ORGANIZATION NOR USED, REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF NSMC.

National Sign
& MARKETING CORPORATION
DBA Visual Information Systems Co.
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 02/16/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:
05/17/10 SD: Add measurements and address to plot plan
VAR-38114
06/24/10 PC

Drawing Number
24245
R1

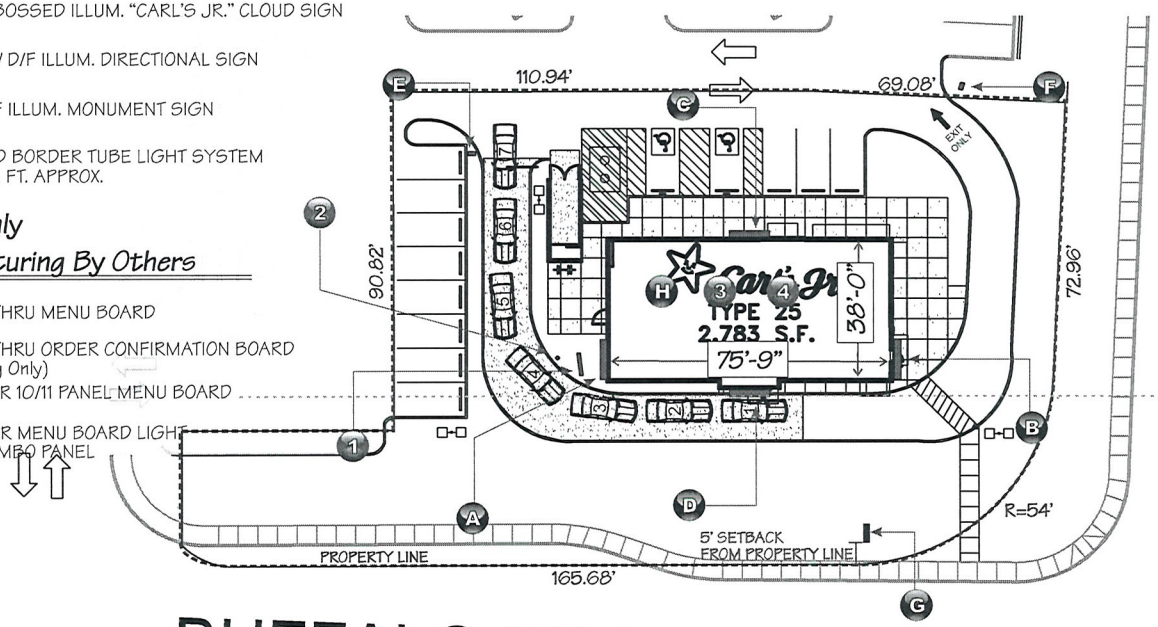
VISCO ELECTRONIC SIGNS

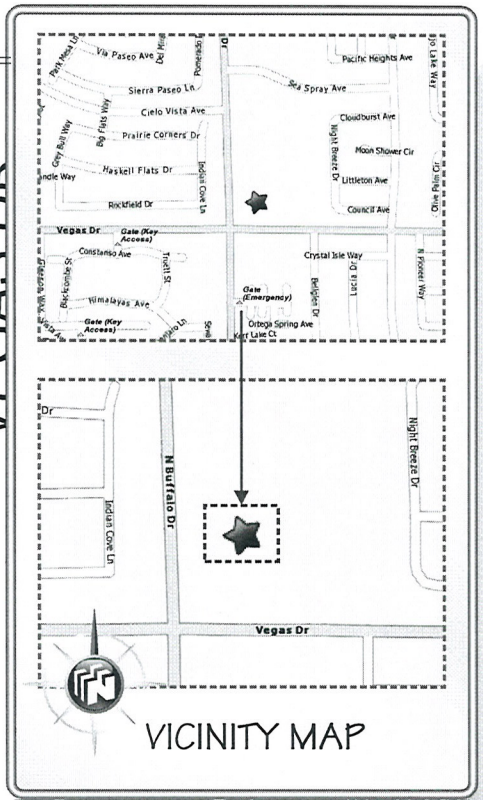
Scope of Work

- A B C — 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN
- D — 60" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN
- E F — NEW D/F ILLUM. DIRECTIONAL SIGN
- G — NEW D/F ILLUM. MONUMENT SIGN
- H — NEW LED BORDER TUBE LIGHT SYSTEM 277' LIN. FT. APPROX.

Install Only
Manufacturing By Others

1. DRIVE-THRU MENU BOARD
2. DRIVE-THRU ORDER CONFIRMATION BOARD (Footing Only)
3. INTERIOR 10/11 PANEL MENU BOARD
4. INTERIOR MENU BOARD LIGHT BOX COMBO PANEL





NOTE: ALL NEW SIGNAGE TO CONNECT TO CLIENT PROVIDED ELECTRICAL CIRCUITS

LOGO ARTWORK	SALESMAN TO PROVIDE ACTUAL COLOR INFORMATION PRIOR TO FABRICATION
YES ☐ NO ☑ WINDOWS READY VECTOR LINE DIGITAL ARTWORK OR RAW CAMERA READY ARTWORK WILL BE REQUIRED PRIOR TO FABRICATION	YES ☐ NO ☐

FIELD SURVEY REQUIRED FOR:

- ☑ COLOR MATCHING PURPOSES TO EXISTING BUILDING(S)/SIGNAGE etc.
- ☑ MATCHING STONE, BRICK or OTHER BUILDING MATERIALS TO EXISTING
- ☑ DETERMINE ACTUAL DIMENSIONS OF EXISTING SIGNAGE FOR REFACE BEFORE FABRICATION
- ☐ _____

12

SIGNAGE LOCATIONS:	CUSTOMER APPROVAL:	MISCELLANEOUS:
HAS CUSTOMER APPROVED SIGN LOCATION(S) FOR INSTALLATION? YES ☐ NO ☐	DRAWINGS YES ☑ NO ☐ COLORS YES ☑ NO ☐ TEXT YES ☑ NO ☐	DEPOSIT REQUIRED YES ☐ NO ☐ SIGNED CONTRACT YES ☐ NO ☐ ORDER LED UNIT YES ☐ NO ☐

CARL'S JR. - Las Vegas, CA. - Site Plan

SCALE: 1/32"=1'

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Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval: _____ Date: _____

APPROVED & RELEASED FOR CONSTRUCTION Salesman _____ Date _____

Revisions:

Drawing Number 24359

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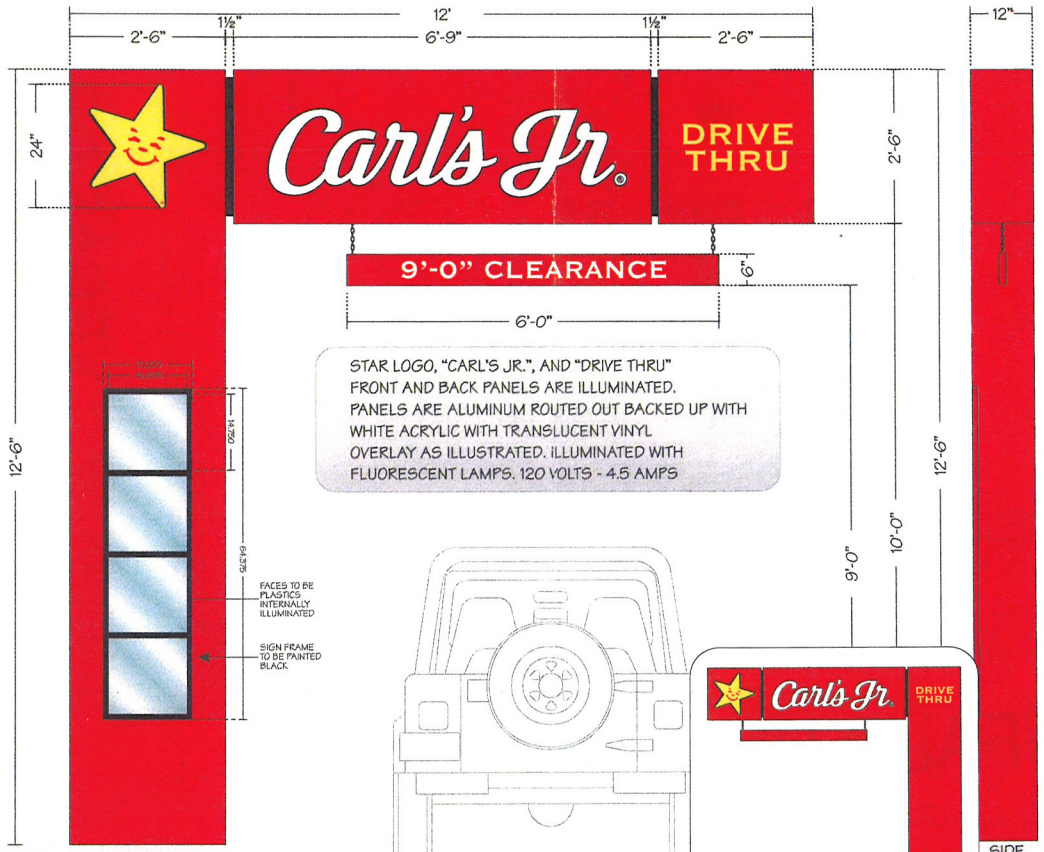
MSP-38116

SEE ENGINEERING FOR FOOTING DETAILS



A DRIVE-THRU CLEARANCE ARM

CARL'S JR. - Drive Thru Clearance Arm

SCALE: ½" = 1'

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06/24/10 PC

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Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 02/16/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:
05/17/10 SD: Add measurements and address to plot plan

Drawing Number
24245
R1

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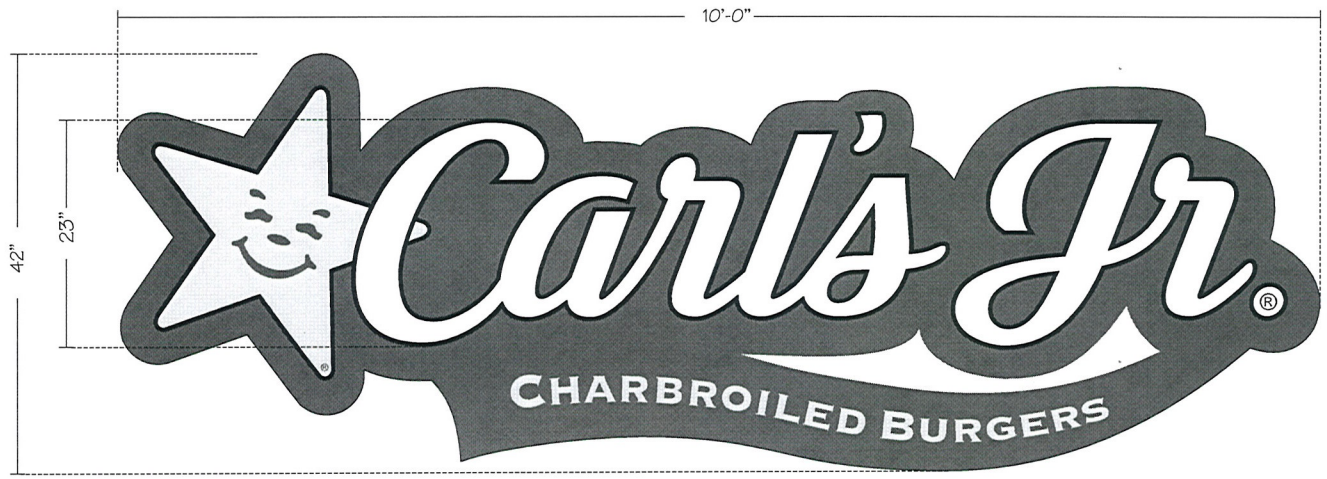
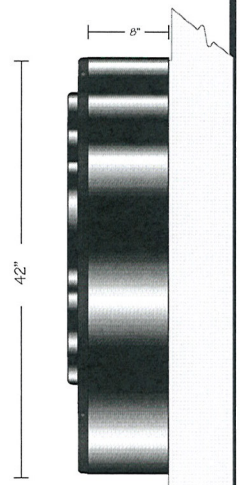
ELECTRONIC SIGNS





END VIEW

A B C 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

35 Ø

Cloud Sign Specifications:

BODY:
S/F CUSTOM FABRICATED ALUMINUM CABINET CONSTRUCTED OF .040 WITH .063 ALUMINUM BACKS.

FACES:
CLEAR EMBOSSED PAN FORMED FACES WITH 1-1/2" RETURNS AND BACK SPRAYED PAINTED DECORATION. COLORS TO MATCH CORPORATE APPROVED COLORS.

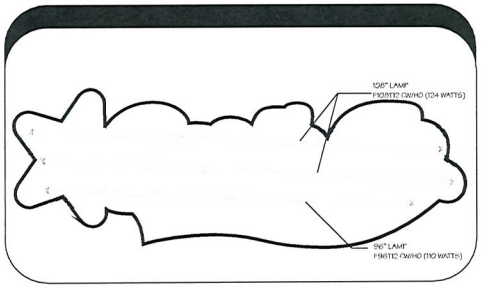
RETURNS:
PAINTED BLACK.

ILLUMINATION:
INTERNAL, H.O. FLUORESCENT LAMPS. 120 VOLTS - 1.5 AMPS

SWITCH:
U.L. APPROVED TOGGLE SWITCH.

ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS

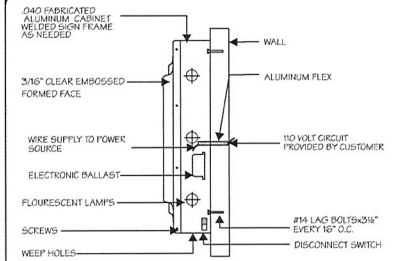
BLACK
RED VINYL 3M-3630-73
YELLOW VINYL 3M-3630-015



PERSPECTIVE VIEW



ILLUMINATED CLOUD SIGN



CABINET SECTION DETAIL (TYP.)

42" EMBOSSED ILLUM. CARL'S JR. CLOUD SIGN

SCALE: 1" = 1'-0"

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NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

Drawing Number
24359

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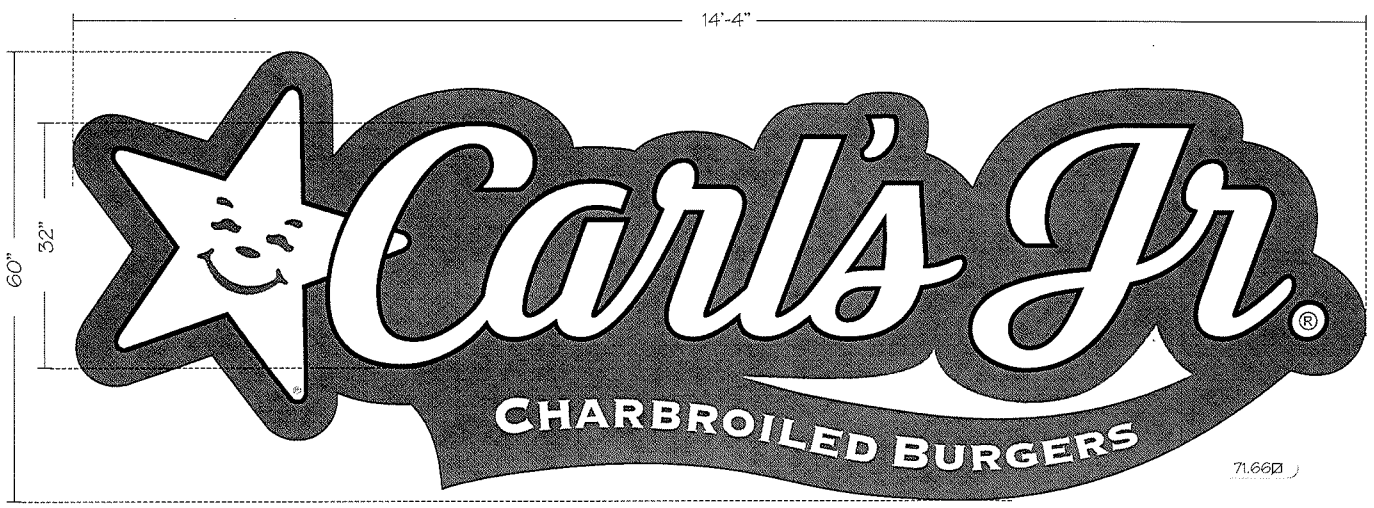
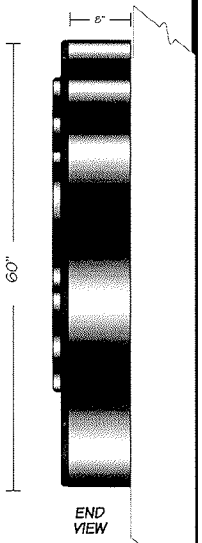




Ⓓ 60" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

Cloud Sign Specifications:

BODY:
S/F CUSTOM FABRICATED ALUMINUM CABINET CONSTRUCTED OF .040 WITH .063 ALUMINUM BACKS.

FACES:
CLEAR EMBOSSED PAN FORMED FACES WITH 1-1/2" RETURNS AND BACK SPRAYED PAINTED DECORATION. COLORS TO MATCH CORPORATE APPROVED COLORS.

RETURNS:
PAINTED BLACK.

ILLUMINATION:
INTERNAL, H.O. FLUORESCENT LAMPS. 120 VOLTS - 4.5 AMPS

SWITCH:
U.L. APPROVED TOGGLE SWITCH.

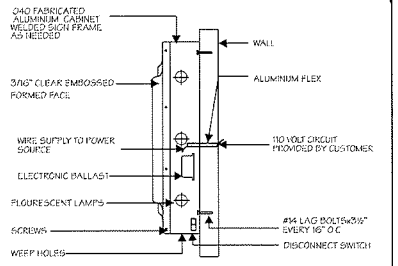
ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS

BLACK
RED VINYL 3M-3630-73
YELLOW VINYL 3M-3630-015

PERSPECTIVE VIEW



ILLUMINATED CLOUD SIGN



CABINET SECTION DETAIL (TYP.)

60" EMBOSSED ILLUM. CARL'S JR. CLOUD SIGN

SCALE: ¾" = 1'-0"

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NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

Drawing Number
24359

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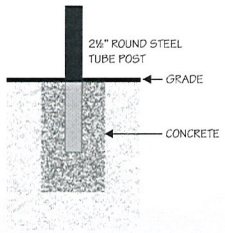

Specifications:

CABINETS:	FABRICATED ALUMINUM 9" DEEP, WITH 1½" RETAINERS AND RETURNS PAINTED BLACK.
FACES:	WHITE PLEX/LEXAN WITH FIRST SURFACE APPLIED CUT/REVERSE CUT TRANSLUCENT VINYL GRAPHICS AS ILLUSTRATED.
POST:	2½" ROUND STEEL TUBE POST PAINTED BLACK.
ILLUMINATION:	INTERNAL T12 CW/HO FLOURESCENT LAMPS. 120 VOLTS - 1.5 AMPS
SWITCH:	TAMPER RESISTANT SWITCH: UL APPROVED 15A-120/277V 'LEVITON' #1101-2L WITH KEYED WATERPROOF COVER.

ALL COMPONENTS TO BE U.L. APPROVED



E NEW D/F ILLUM. DIRECTIONAL SIGN

END VIEW

F NEW D/F ILLUM. DIRECTIONAL SIGN

SEE ENGINEERING FOR FOOTING DETAILS

CARL'S JR. - D/F ILLUMINATED DIRECTIONAL SIGNS

SCALE: 1" = 1'-0"

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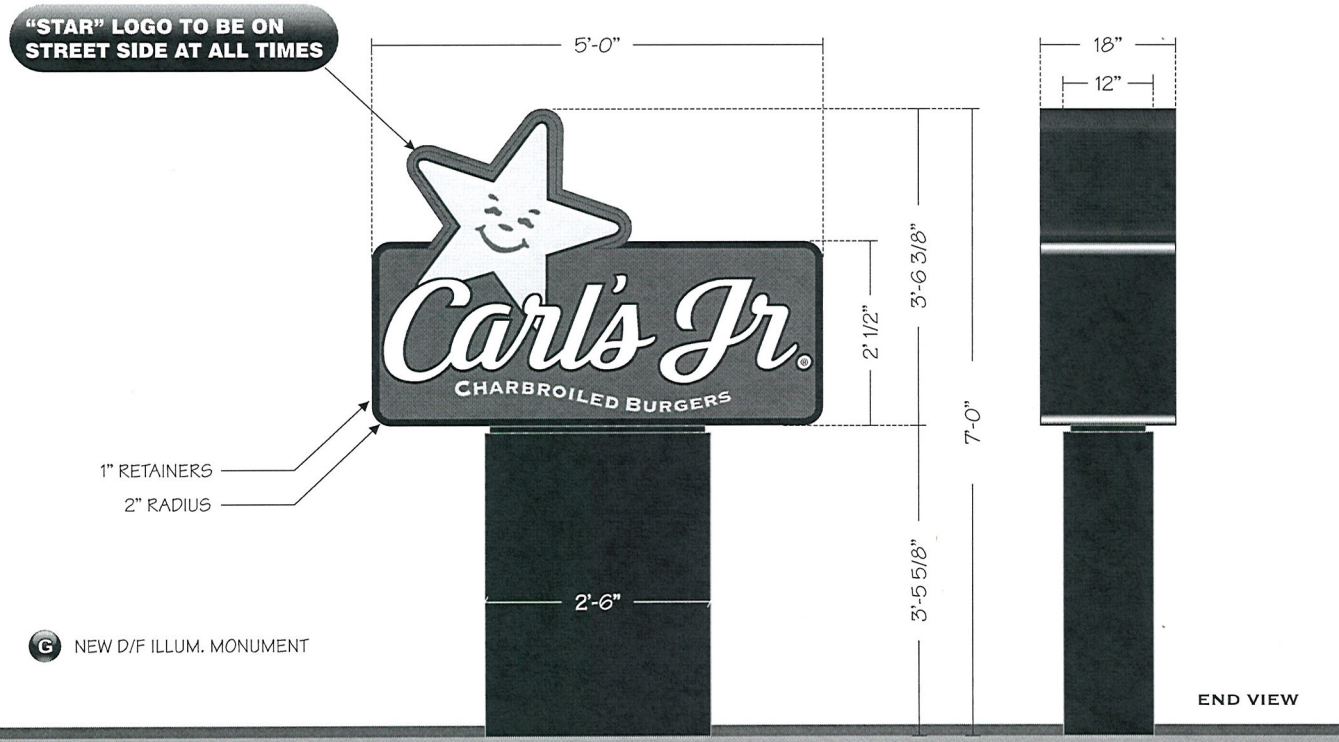
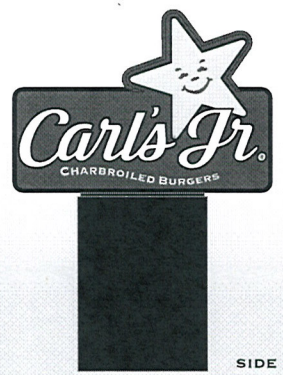


Specifications:

CABINET:	FABRICATED ALUMINUM, 18" DEEP WITH 1" WIDE RETAINERS. "CARL'S JR." CABINET TO BE PAINTED BLACK, PAINT "STAR" CABINET FRAZEE "CHERRY RED" #6355.
FACES:	WHITE LEXAN WITH FIRST SURFACE APPLIED CUT/REVERSE CUT TRANSLUCENT VINYL GRAPHICS AS ILLUSTRATED.
POLE COVER:	FABRICATED ALUMINUM, 12" DEEP WITH TEX-COTE FINISH, PAINTED BLACK FLAT FINISH.
ILLUMINATION:	INTERNAL H.O. FLUORESCENT LAMPS.
SWITCH:	TAMPER RESISTANT SWITCH: UL APPROVED 15A-120/277V 'LEVITON' #1101-2L WITH KEYED WATERPROOF COVER.

ALL WIRING & COMPONENTS TO MEET U.L. STANDARDS



SIDE B

BLACK
RED VINYL 3M-3630-73
YELLOW VINYL 3M-3630-015

NEW D/F ILLUMINATED MONUMENT SIGN

SCALE: 3/4" = 1'-0"

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e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

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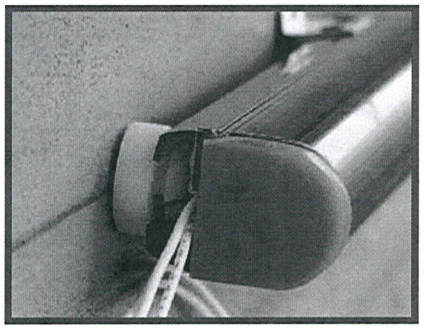
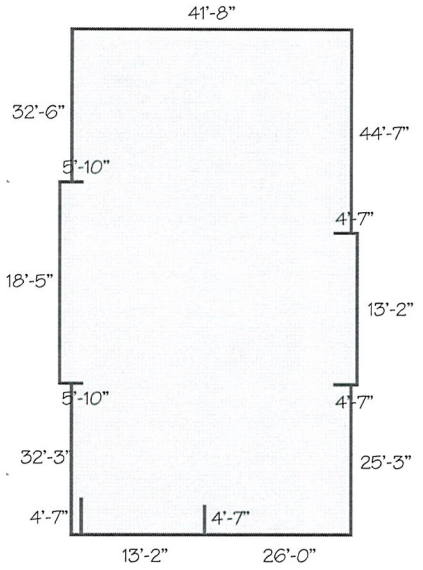
Specifications:

INSTALL "LED BORDER SYSTEM" RED LED BORDER 3" FROM BOTTOM OF COPING AND TRIM AS SHOWN ON INDIVIDUAL ELEVATION PACKAGES.





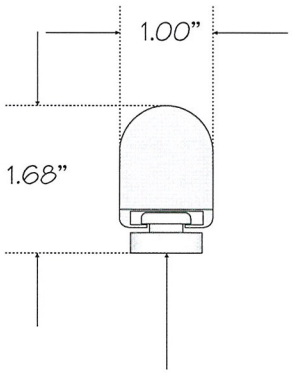


(H) NEW LED BORDER SYSTEM
277' LIN. FT. APPROX.

Sloan Components Used - UL #E215393
701189-10H-10' RED LED STRIPE
701189-8H-8' RED LED STRIPE
701189-6H-6' RED LED STRIPE
701189-4H-4' RED LED STRIPE
701189-2H-2' RED LED STRIPE
701189-1H-1' RED LED STRIPE
700940-300 WATT TRANSFORMERS
701158-120-10' HOOK-UP WIRE

- BRIGHT, WIDE VIEWING-ANGLE LEDS OFFER INTENSE, UNIFORM GLOW
- HIGH IMPACT, UV STABLE, HYDROCARBON INSENSITIVE, NON-FADING POLYMER TUBES
- 24 VOLT DC POWER SUPPLY POWERS UP TO 3 LEGS OF 30' (9 METERS) EACH, OR 90' (27.4 METERS) TOTAL
- CAN BE CUT-TO-FIT IN THE FIELD AND FACTORY BENT TO AN 8" RADIUS
- CONVENIENT LOCK-TIGHT, WATERPROOF CONNECTORS BETWEEN TUBES
- OPERATING TEMPERATURE: -40°C TO +85°C
- CONFORMS TO UL 48 STANDARDS
- MOUNTING BUTTONS FASTENED TO WALLS:
  W/ #12 TEK SCREWS IF INTO PLYWOOD
  W/ 1/4" X 1-1/2" METAL ANCHORS IF INTO CONCRETE

120 VOLTS - 16 AMPS



Mounting Button

LED BORDER SYSTEM

SCALE: NTS

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Project: Carl's Jr.
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Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

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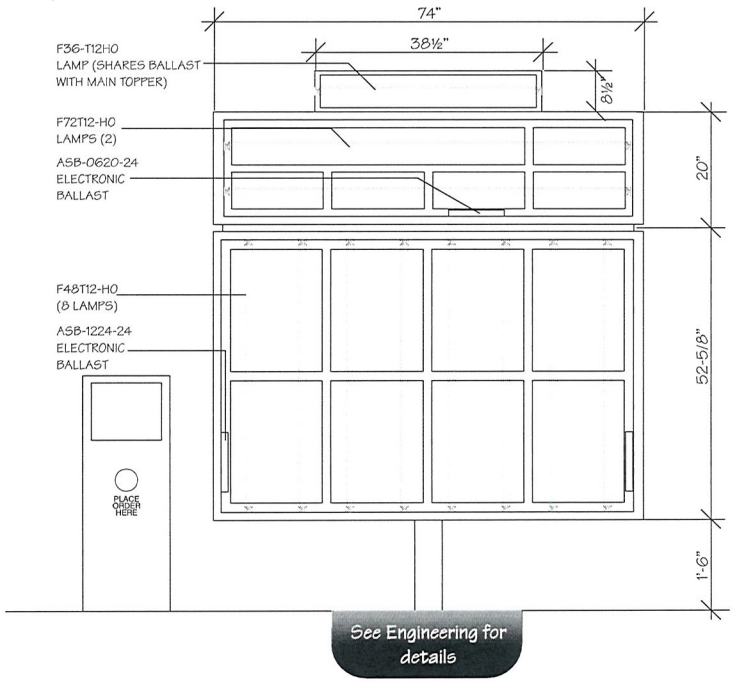
Install Only

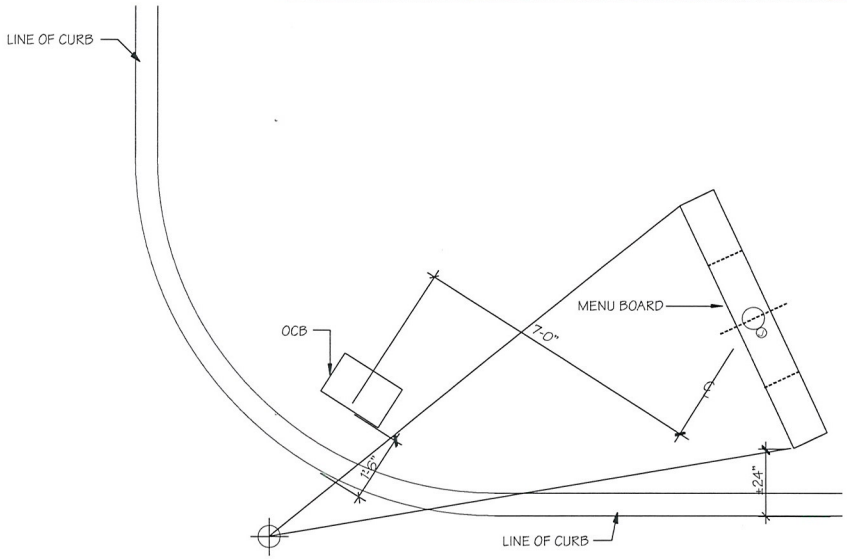
NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

1 DRIVE-THRU MENU BOARD



ELEVATION

NOTE:
SEE SIZE OF EMBEDMENT SEPARATE SHEET.



MENU BOARD LAYOUT AT DRIVE THRU

SCALE: NTS

MENU BOARD SPECIFICATIONS

SINGLE FACED ILLUMINATED DRIVE-THRU MENU BOARD CABINET IS OF EXTRUDED ALUMINUM CONSTRUCTION WASHED AND PRIMED WITH ETCHING PRIMER AND PAINTED BLACK.

DOORS ARE TEMPERED GLASS PANELS WITH EXTRUDED ALUMINUM FRAMES MOUNTED ON PIANO HINGES. ALL DOORS TO LOCK WITH A UNIVERSAL KEY.

COPY PANELS ARE WHITE 1/8" ACRYLIC WITH PLASTIC "H" TRACK FOR 20 SLATS.

TRANSLITE PANELS ARE WHITE 1/8" ACRYLIC WITH 1/8" CLEAR OVERLAY.

ELECTRICAL SPECIFICATIONS

ONE (1) 20 AMP BREAKER. TOTAL OF 7 AMPS IN SIGN, 120 VOLT.

EXTERIOR MENU BOARD

SCALE: NTS

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Class: C-6 Limit: $950,000.00

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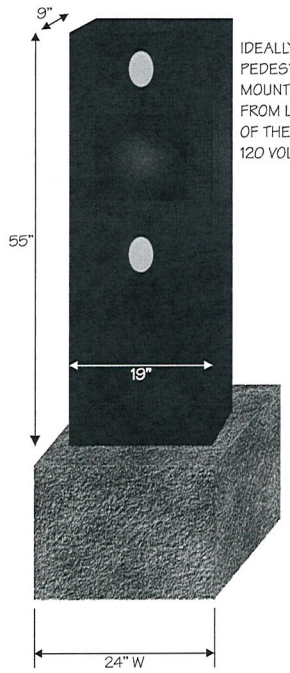
FOOTING TO BE DONE BY NSMC



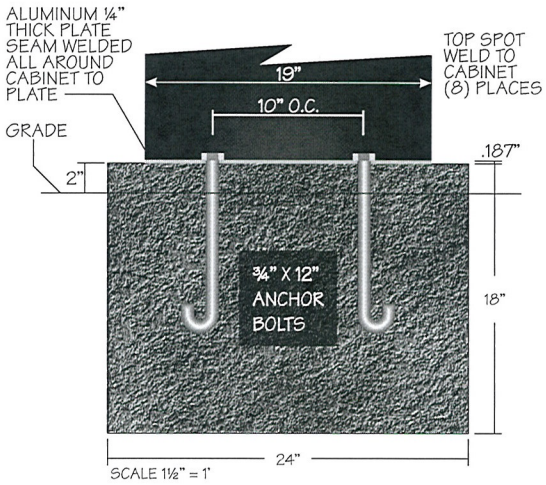
IDEALLY THE PEDESTAL WOULD BE MOUNTED 6" TO 12" FROM LEFT SIDE OF THE MENU BOARD 120 VOLTS - 2 AMPS

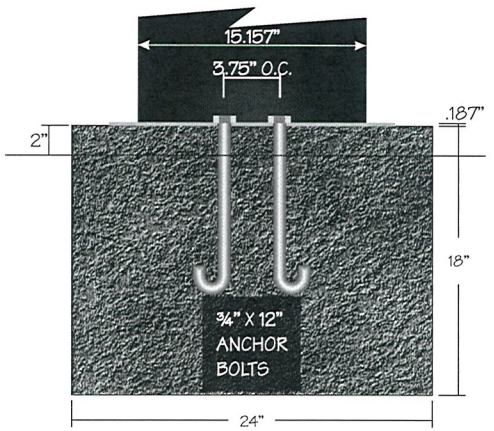
SCALE ¾" = 1'

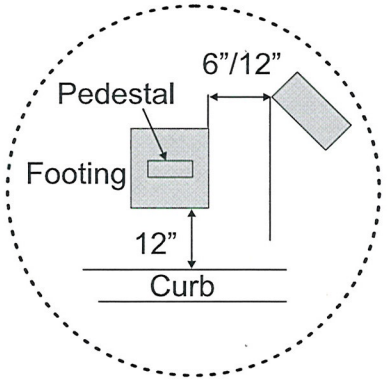
2 ORDER CONFIRMATION BOARD (FOOTING ONLY)

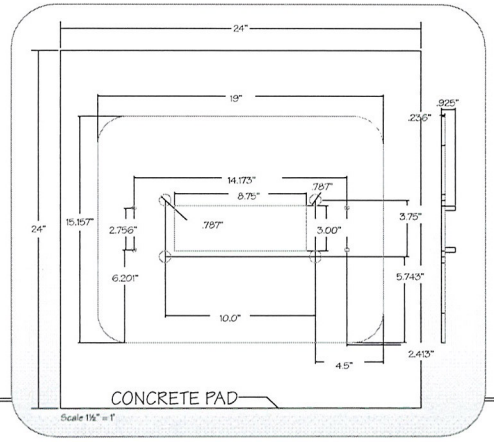
ORDER CONFIRMATION BOARD BUILT BY:
HyperActive Technologies
8 Foster Plaza, 4th Floor
730 Holliday Drive
Pittsburgh, PA 15220
Phone: 412.322.3060 Fax: 412.322.3121

SEE ENGINEERING FOR FOOTING DETAILS









ORDER CONFIRMATION BOARD

SCALE: NTS

NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

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National Sign
& MARKETING CORPORATION
DBA Visual Information Systems Co.
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

Drawing Number
24359

VISCO ELECTRONIC SIGNS

RECEIVED
APR 27 2010

VAR-38114
MSP-38116

Install Only

3 INTERIOR MENU BOARD

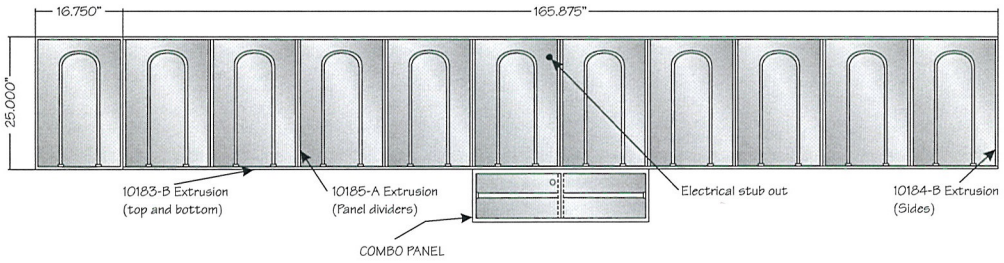
11 PANELS

MENU BOARD BUILT BY:
SIGN RESOURCE
P.O. BOX 549 - MAXWOOD, CA 90270
800-423-4283
323-771-2098
FAX 323-560-7143
WWW.SIGNSOURCE.NET

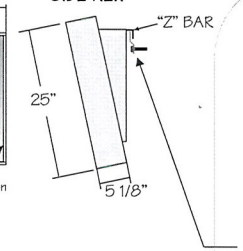
ALL MANUFACTURING BY OTHERS

INSTALL ONLY

PANEL MENU BOARD



SIDE VIEW



Construction:

- All aluminum extrusion construction, .0900 thick 6063-T5 alloy.
- All exposed surfaces of cabinets have a 5 step paint process including sanding, chemical degreasing, etching primer, polyurethane undercoat and polyurethane paint.
- All cabinets are manufactured to UL specifications and bear their label.

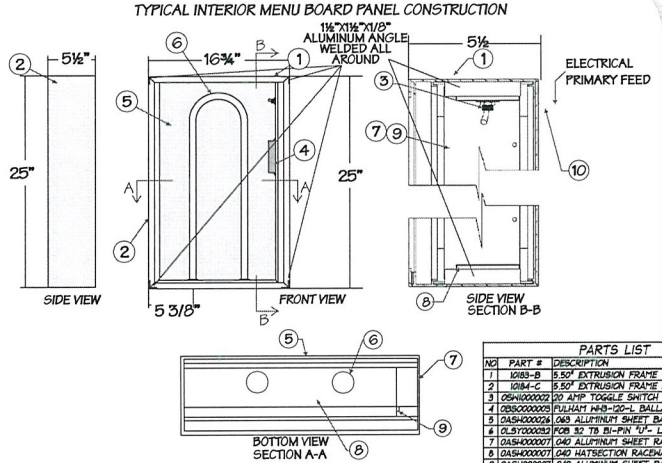
Installation:

10' 'Z' (supplied) is mounted to wall. Brackets mounted to rear of cabinet hang menu from 'Z' bar.
#14 Lag Bolts x3" Penetration every 16" O.C. (If dry wall & wood studs)
¼"X3" Toggle Bolts every 16" O. C. (If tile wall).

Electrical:

- 120 volts, 60 Hz
- 2.37 amps
- Hardware electrical connection by GC
- Replacement lamps: F80 32 T8/741
- Replacement ballasts: Advance REL-4P32-SC
- Provide separate circuit for all signs

TYPICAL INTERIOR MENU BOARD PANEL CONSTRUCTION

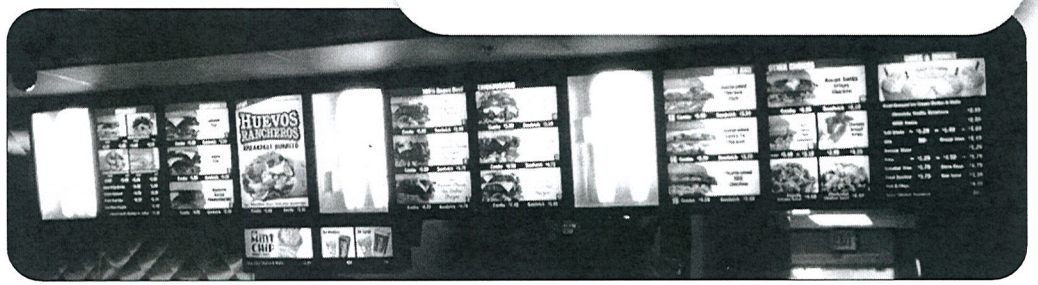


PARTS LIST			
NO	PART #	DESCRIPTION	QTY
1	10183-B	5.50" EXTRUSION FRAME TOP & BOTTOM	2
2	10184-C	5.50" EXTRUSION FRAME FOR SIDE	2
3	OSH1000002	20 AMP TOGGLE SWITCH	1
4	OBSC0000003	FULHAM WH3-120-L BALLAST	1
5	OASH000026	.063 ALUMINUM SHEET BACKING	1
6	OLSY000032	FOB 32 T8 BI-PIN "U"- LAMP	1
7	OASH000007	.040 ALUMINUM SHEET RACEWAY	AR
8	OASH000007	.040 HATSECTION RACEWAY COVER	1
9	OASH000007	.040 ALUMINUM SHEET RACEWAY COVER	AR
10	OEBN000013	5/8" BLACK SNAP BUSHING	1
11	DGAMTBKT	2 1/2" x 24 3/4" BRACKET	1

Voltage	Circuits	Current	Drawn By	Date
120 AC	[1] ONE	.55 AMPS	JM	12/20/04

Description	Checked By
25" X 16 3/4" 1 PANEL MENUBOARD	~

Sign Size	Design Load	Client	Page
2.90 SQ FT	30 PSF	CARL'S Jr.	1 OF 1



INTERIOR MENU BOARD

SCALE: NTS

NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

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& MARKETING CORPORATION
DBA Visual Information Systems Co.
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval: _____ Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

Drawing Number 24359

VISCO ELECTRONIC SIGNS

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MSP-38116

Install Only

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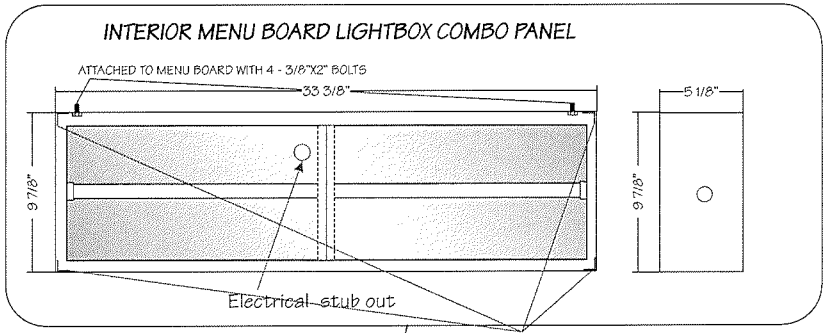
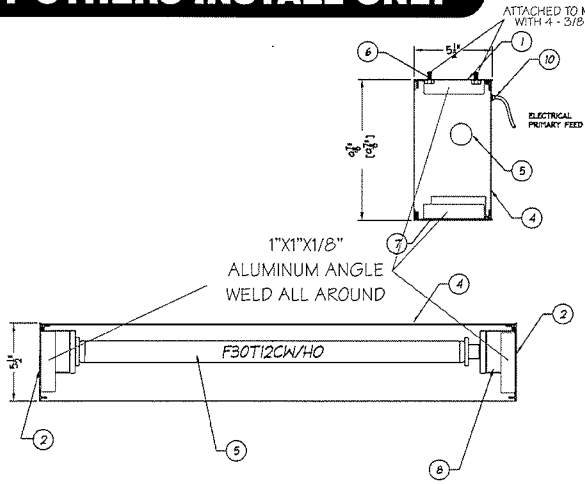
4 INTERIOR MENU BOARD LIGHT BOX COMBO PANEL





PARTS LIST			
NO	PART #	DESCRIPTION	QTY
1	10183-B	5.50" EXTRUSION FRAME TOP & BOTTOM	1
2	10184-C	5.50" EXTRUSION FRAME FOR SIDE	1
3	QBSC0000093	WORK HORSE 3 MODEL	1
4	GASH000026	.063 ALUMINUM SHEET BACKING	1
5	QLCH000008	F30 T12 CW/HO FLUORECENT LAMP	1
6	GASH000007	.040 ALUMINUM SHEET RACEWAY	AR
7	QEXT000020	ALUMINUM ANGLE 1"x1 1/2"x.188"	1
8	GASH000007	.040 HATSECTION RACEWAY COVER	1
9	GASH000071	.040 ALUMINUM SHEET RACEWAY COVER	AR
10	QEBN000023	5/8" BLACK SNAP BUSHING	1
11	10185-A	VERTICAL DIVIDER INT.	1

Voltage: 120 AC	Circuits: (1) ONE	Current: AMP	Drawn By: JM	Date: 12-16-04
Description: 8 1/2" X 33 3/8" COMBO INTERIOR LIGHTBOX MENUBOARD				Checked By: ~
Sign Size: 2.29 SQ FT	Design Load: 30 PSF	Client: CARL'S Jr.		Page: 1 OF 1
Part Number: CKE008	Drawing No.: CKE008			Rev.: A

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Construction:
- All aluminum extrusion construction, .0900 thick 6063-T5 alloy.
- All exposed surfaces of cabinets have a 5 step paint process including sanding, chemical degreasing, etching primer, polyurethane undercoat and polyurethane paint.
- All cabinets are manufactured to UL specifications and bear their label.

Installation:
- This cabinet bolts to the bottom of the Carl's 10/11 panel interior menu, item #00036080. Using ¼"x1-½" bolts into nutserts pre-mounted at bottom of 10/11 menu board by manufacturer.

Electrical:
- 120 volts, 60 hz
- .40 amps
- Hardware electrical connection by GC
- Replacement lamps: F25T12/CW/30
- Replacement ballasts: LC-25/340-H2 (1 each)
- Replacement starter: FS-25
- Provide separate circuit for all signs

MENU BOARD BUILT BY:
SIGN RESOURCE
P.O. BOX 549 - MAXWOOD, CA 90270
800-423-4285
323-771-2099
FAX 323-560-7143
WWW.SIGNSOURCE.NET

INTERIOR MENU BOARD LIGHTBOX COMBO PANEL

SCALE: NTS

NOTE: ALL WORK TO COMPLY WITH 2005 SNEA & NEVADA ELECTRICAL CODE (NEC)

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National Sign
& MARKETING CORPORATION
DBA Visual Information Systems Co.
13580 5th St., Chino, CA 91710
Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0077619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

Project: Carl's Jr.
Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

Client Approval:
Date: _____

APPROVED & RELEASED FOR CONSTRUCTION
Salesman Date

Revisions:

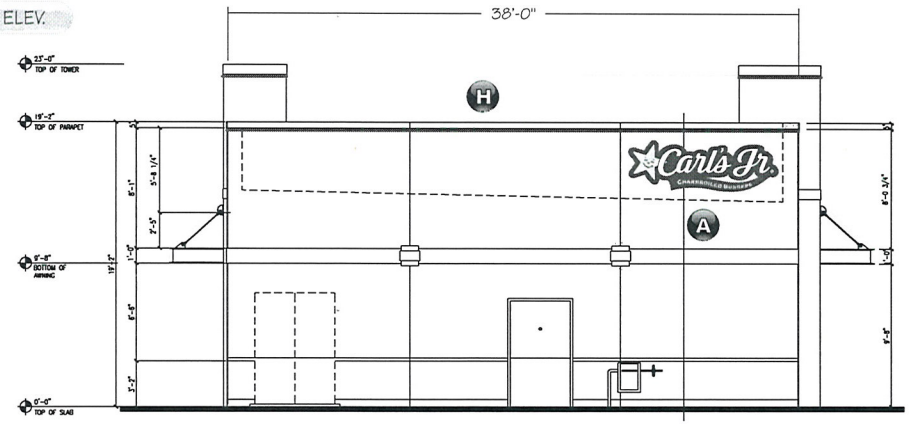
Drawing Number
24359

VISCO ELECTRONIC SIGNS

APR 2 7 2010

VAR-38114
MSP-38116

PROPOSED ELEV.



(A) 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

(H) NEW LED BORDER TUBE LIGHT SYSTEM
52'-1" LIN. FT. APPROX.

North Elevation

SCALE: 1/8"=1'

PROPOSED ELEV.



(B) 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

(H) NEW LED BORDER TUBE LIGHT SYSTEM
49'-7" LIN. FT. APPROX.

South Elevation

SCALE: 1/8"=1'

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NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

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Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

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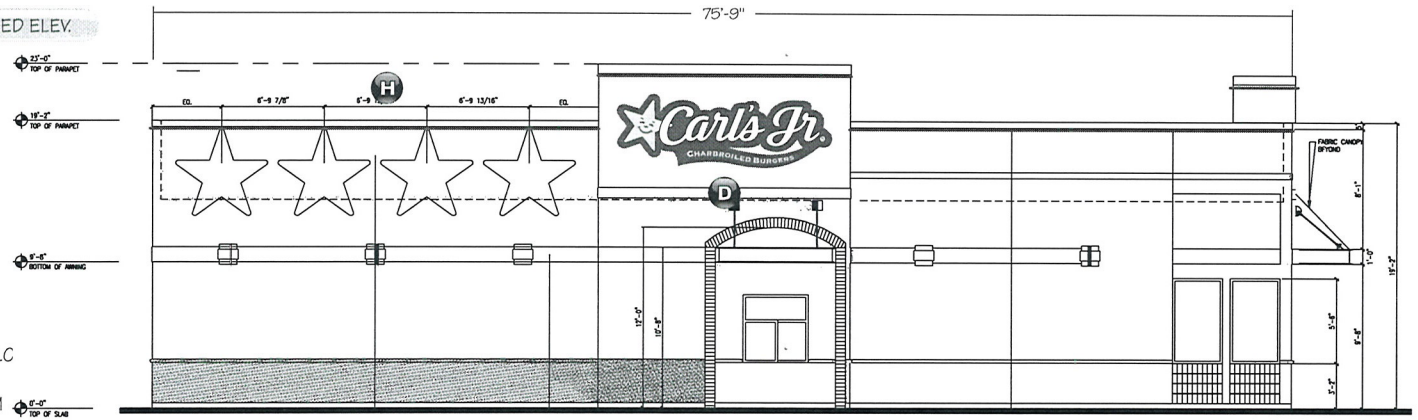


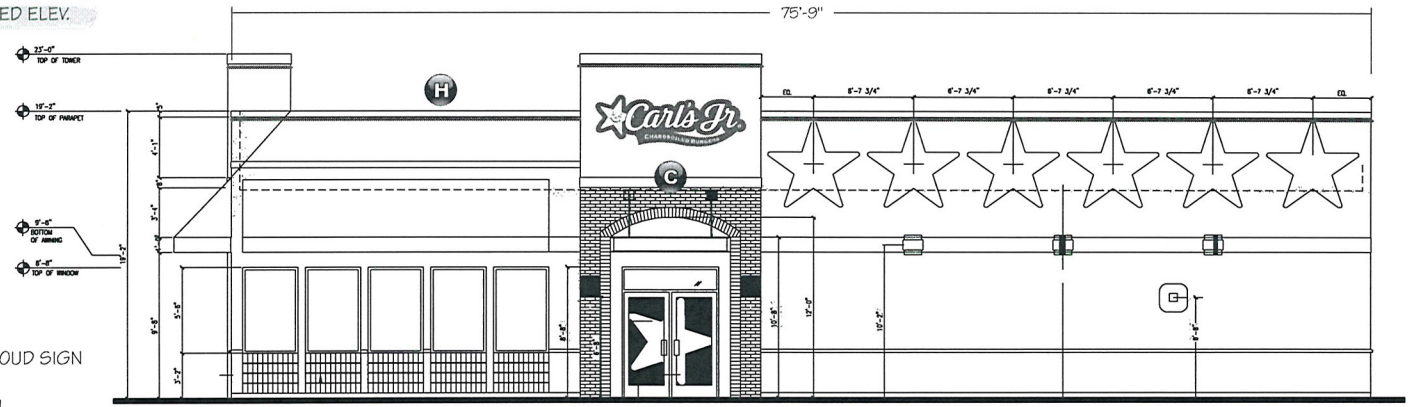
D 60" EMBOSSED ILLUM. "CARL'S JR." CLC

H NEW LED BORDER TUBE LIGHT SYSTEM 87'-9" LIN. FT. APPROX.

West Elevation

SCALE: 1/8"=1'

PROPOSED ELEV.



C 42" EMBOSSED ILLUM. "CARL'S JR." CLOUD SIGN

H NEW LED BORDER TUBE LIGHT SYSTEM 87'-7" LIN. FT. APPROX.

East Elevation

SCALE: 1/8"=1'

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Tel 909.591.4742 Fax 909.591.9792
e-mail: sales@nsmc.com
NV Lic# 0071619 - Exp. 8/31/10
Class: C-6 Limit: $950,000.00

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Address: 7598 Vegas Dr., Las Vegas, NV
Phone: _____ **Account Mgr.** S. Rosenbloom
Designer: S. Duffy **Scale:** Noted **Date:** 04/20/2010

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Date: _____

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Salesman Date

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Drawing Number
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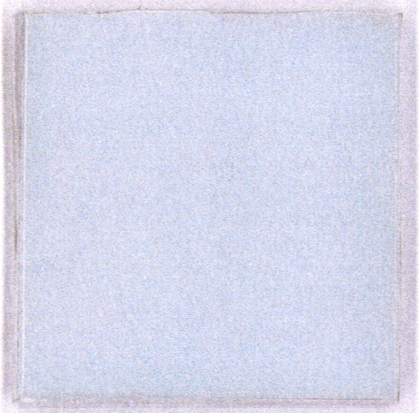
National Sign & Marketing Corporation

13580 5th Street • Chino, CA 91710 • Tel: 909.591.4742 • FAX: 909.591.9792 • Toll Free: 877.877.NSMC

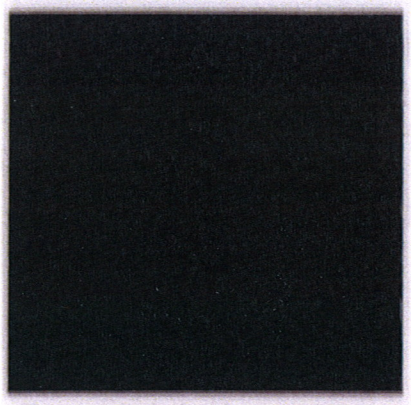


3/16" White Lexan

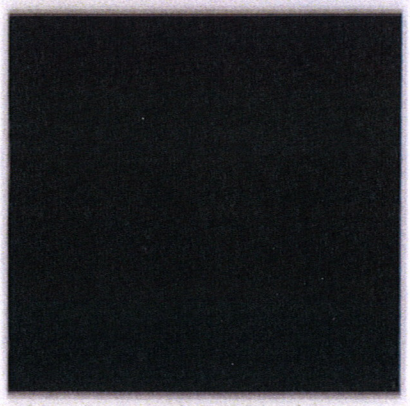


Cloud Sign Face

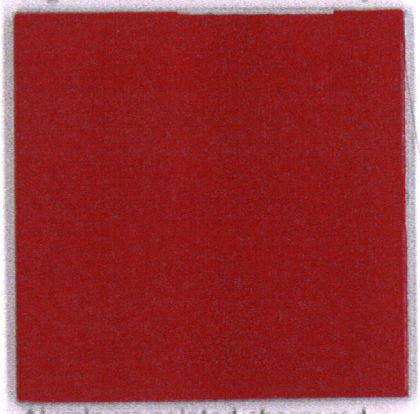
High Performance White Vinyl



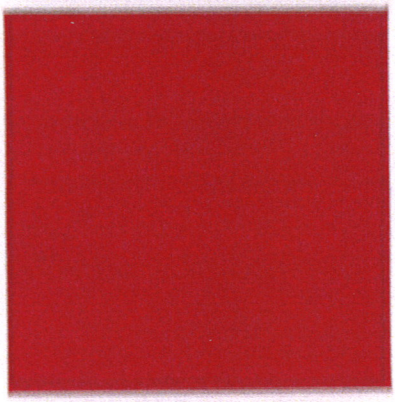
Pre-coated aluminum returns



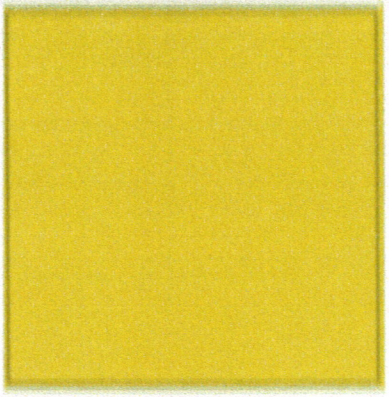
Aluminum painted black



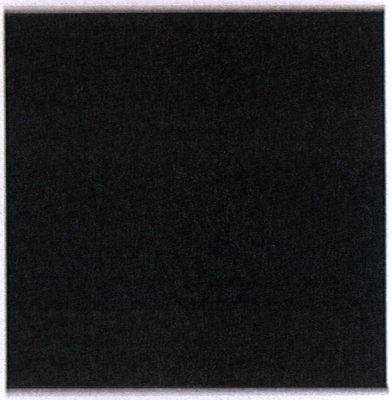
Aluminum painted cherry red



3M-3630-73 Red
Translucent Vinyl



3M-3630-15 Yellow
Translucent Vinyl



3M-180C-12 High Performance
Black Vinyl

Carl's Jr.
CHARBROILED BURGERS

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VAR-38114 & MSP-38116 – APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC
NORTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE

05/20/10



VAR-38114 & MSP-38116 – APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC
NORTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE

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NORTHEAST CORNER OF BUFFALO DRIVE AND VEGAS DRIVE

05/20/10

VISCO Visual Information Systems Company
ELECTRONIC SIGNS
CL #442769

National Sign & MARKETING CORPORATION
a division of Visual Information Systems Company
CL #745030

April 26, 2010

City Of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Justification Letter for Variance
For: Carl's Jr. Clearance Arm, 7598 Vegas Drive.

To Whom It May Concern:

Please see the attached submittal of a variance for a Drive Thru Clearance Arm for the Carl's Jr. Restaurant at 7598 Vegas Drive. This is an incidental sign which is seven feet six inches greater in height than the five feet allowed by code and has a logo and sign copy area greater than the 25% of the sign area allowed by code. This clearance bar has been designed to facilitate safer & faster ingress and egress through the drive thru lane. It accomplishes this by combining a height detector that is easier to see by the motoring public, with a menu of the more popular items that the restaurant offers. This combination helps citizens make quicker decisions regarding their patronage of the establishment. In addition, the clearance bar better identifies the drive thru in this busy shopping center, helping traffic flow more smoothly and safely. Therefore, we feel that the application is justified.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,

Ed Blend

Ed Blend
National Sign & Marketing Corporation
DBA: Visual Information Systems Company
13580 5th St.
Chino, CA 91710

Tel:909-287-7373
Cell: 760-912-5224
Email: eblend@nsmc.com

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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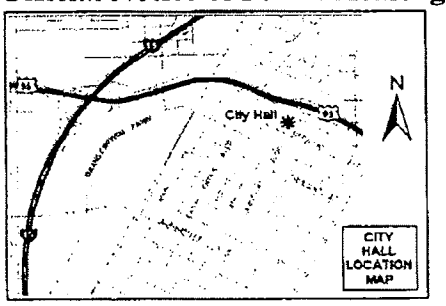

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request WE OPPOSE THIS REQUEST AGAIN!

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

ORESKOVICH MATTHEW D
JORDAN JOY M
1740 PACIFIC TERRACE DR
LAS VEGAS NV 89128-3278

APN#13822417013

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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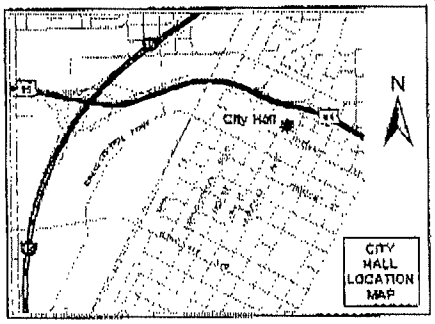
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

MORRIS TRACY S & BRIAN A
7521 COUNCIL AVE
LAS VEGAS NV 89128-3253

APN#13822416041

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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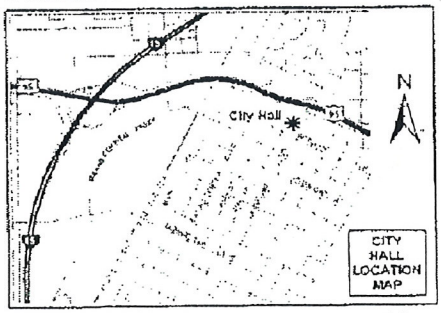
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

KAWAMURA FAMILY LIVING TRUST
KAWAMURA HIDEO & JANE F TRS
9221 CROCUS AVE
FOUNTAIN VALLEY CA 92708-1449

APN#13822313006

RECEIVED
CITY CLERK
2010 JUL 12 A 8:00

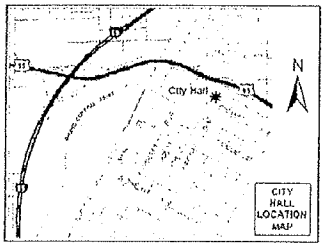
p.1
7023635217
Jul 12 10 09:08a Gia
07/12/2010 MON 08:10 [TX/RX NO 8062] 001

RECEIVED
CITY CLERK

2010 JUL 12 P 12:39

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.

IF THIS IS ALLOWED, THE NEXT STORE WILL HAVE A BIGGER SIZE!!! THIS HAS TO STOP AND VISIBILITY WILL BE A PROBLEM BECAUSE THIS IS BUSY TRAFFIC INTERSECTION.

ISAAC GREGORIO C& COLLEEN E
1524 PACIFIC TERRACE DR
LAS VEGAS NV 89128-0502

VAR-38114 & MSP-38116
City Council Meeting of 7/21/2010

APN#13827111020

001

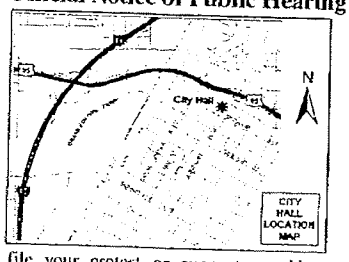
07/12/2010 MON 08:55 [TX/RX NO 8059] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116

City Council Meeting of 7/21/2010

MANZANO RAUL & GRACIELA REV TR
MANZANO RAUL & GRACIELA TRS
14318 SAN ARDO DR
LA MIRADA CA 90638-4312

APN#13827116002

RECEIVED
CITY CLERK
2010 JUL 12 A 8:00

EAGLE 3038

07/12/2010 07:54 FAX

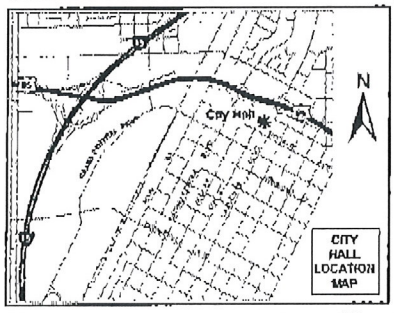
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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
02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

It will be an ugly and dangerous distraction to drivers!

Case: VAR-38114
13821818002
DISAVINO ANDREW
7720 SIERRA PASEO LN
LAS VEGAS NV 89128-2754

RECEIVED
JUN 15 2010

25-26 P

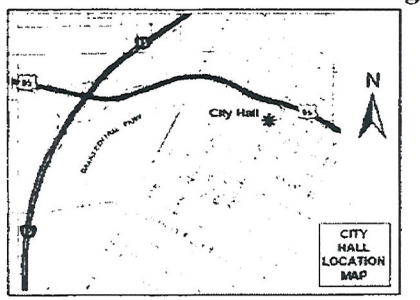
From:Triple Five Group of Companies 702 430 5810 06/14/2010 08:25 #429 P.001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279218 JUN 11 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-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

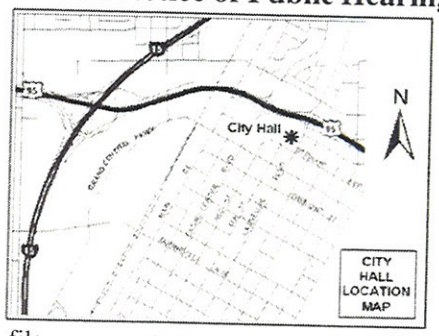
Case: VAR-38114
13822417013
ORESKOVICH MATTHEW D
1740 PACIFIC TERRACE DR
LAS VEGAS NV 89128-3278

RECEIVED
JUN 14 2010

25-26 p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

RECEIVED
JUN 18 2010

13821814040 Case: VAR-38114
WALKER PHILLIP E & LORENE F
1613 INDIAN COVE LN
LAS VEGAS NV 89128-7313

DAVDS11 89128

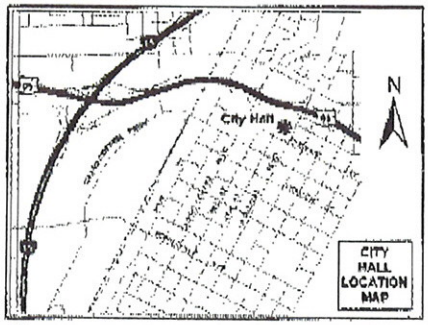
Submitted after final agenda
Date 6/18/10 Item 25-24 P

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 JUN11 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-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114
13822416041
MORRIS TRACY S & BRIAN A
7521 COUNCIL AVE
LAS VEGAS NV 89128-3253

RECEIVED
JUN 18 2010

Submitted after final agenda
Date Item 25-26 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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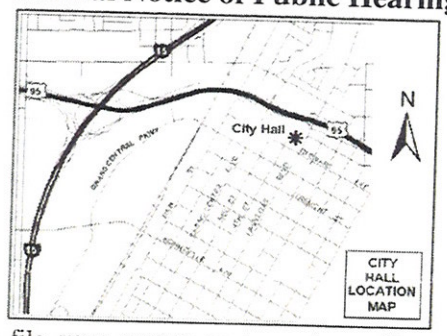
UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JUN 11 2010
MAILED FROM ZIP CODE 89101

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-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 22 PM 4:15
PLANNING AND DEVELOPMENT

13822315060 Case: VAR-38114
DIMICK RANDY SCOTT & BILLI JO
1830 N BUFFALO DR #2085
LAS VEGAS NV 89128-2645

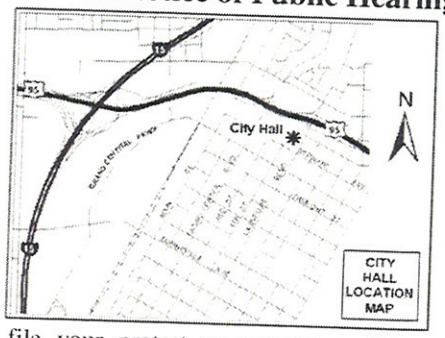
Submitted after final agenda
Date
Item 25-26 P

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 JUN 11 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-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:16
PLANNING & DEVELOPMENT

Case: VAR-38114

13821715031
ALMENDRAL DENNIS M & EVELYN P
155 VALLEY VIEW WY
S SAN FRANCISCO CA 94080-5553

9408085553 C017

Submitted after final agenda
Date
Item 25-26 P

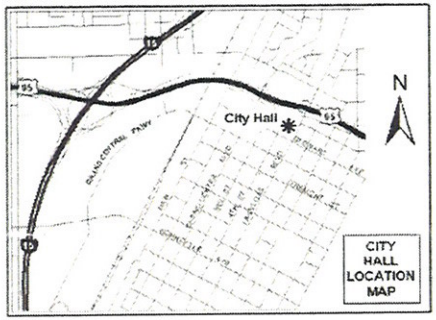
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 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-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:
PLANNING & DEVELOPMENT

Case: VAR-38114
13822416036
1ANCHESTER PETER & SUSAN FAM TR
1613 NIGHT BREEZE DR
LAS VEGAS NV 89128-3255

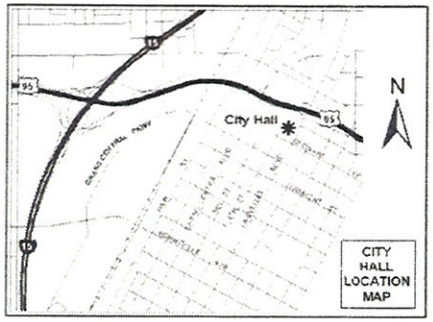
Submitted after final agenda
Date
Item 25-26 P

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 JUN 11 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-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 18 2010

Case: VAR-38114
13828513257
KIM MAGDALENA OKJA
7624 PACIFIC HILLS AVE #201
LAS VEGAS NV 89128-8059

Submitted after final agenda
Date
Item 26-24
P

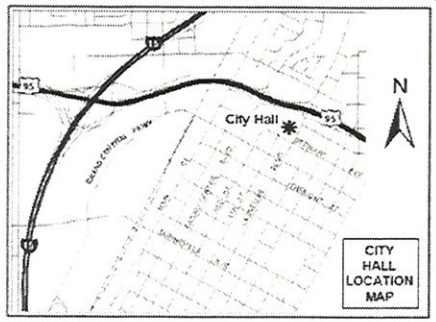
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

RECEIVED
JUN 18 2010

Return Service Requested
Official Notice of Public Hearing



I absolutely ~~oppose the~~ construction of such an ugly sign. ~~It~~ I want to make my community look nice.

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Case: VAR-38114

13828513232
PACKER LINDA
1404 SEWARD ST #101
LAS VEGAS NV 89128-8068

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

This atrocious signage needs to be prohibited. Where do people get such bad ideas?

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

DAVOF11 89128

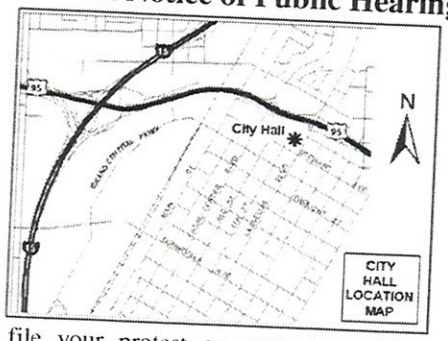
Item 25-26 P

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
0004279218
$ 00.41⁴
JUN 11 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-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

13821813025 Case: VAR-38114
POLICH VELMA C
7608 PRAIRIE CORNERS DR
LAS VEGAS NV 89128-7315

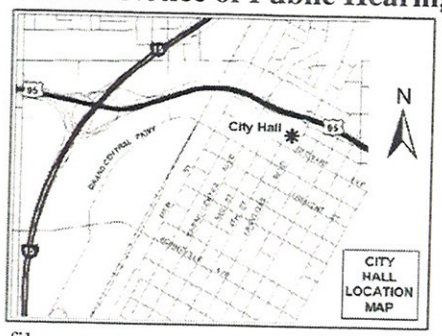
RECEIVED
JUN 17 2010

Submitted after final agenda
Date
Item 26-24 P

JACKIE PERENCHIO

1620 INDIAN COVE LANE • LAS VEGAS, NV 89128

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-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

There is enough distraction on 3 corners - there are many wrecks here on this intersection.

RECEIVED
JUN 17 2010

Submitted after final agenda
Date
Item 25-24
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 JUN 11 2010
MAILED FROM ZIP CODE 89101

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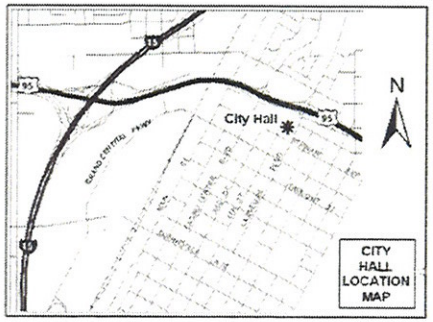
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 17 2010

Case: VAR-38114
13822314090
COCHRAN BARBARA ELLEN & STEVEN M
1830 N BUFFALO DR #2017
LAS VEGAS NV 89128-2781

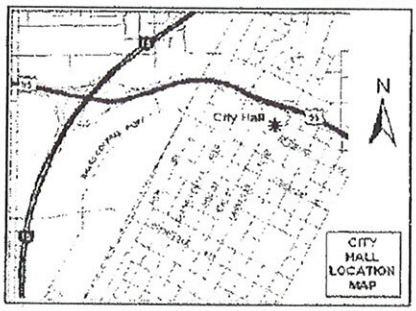
Submitted after final agenda
Date
Item 15-26 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$ 00.41

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-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

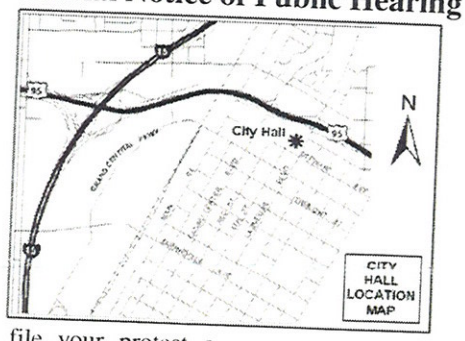
Case: VAR-38114
13822313006
KAWAMURA FAMILY LIVING TRUST
9221 CROCUS AVE
FOUNTAIN VALLEY CA 92708-1449

RECEIVED
JUN 17 2010

Submitted after final agenda
Date Item 25-26 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

Oppose any more or larger signs at this intersection

RECEIVED
JUN 16 2010

13822314076 Case: VAR-38114
LLOYD DARREL B & DOREEN F
1830 N BUFFALO DR #1006
LAS VEGAS NV 89128-2780

DAVOS11 89128

Submitted after final agenda
Date
Item 25-26 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 JUN 11 2010
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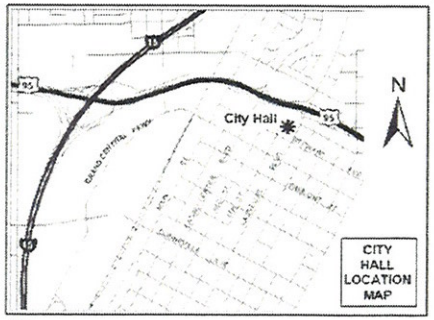
Return Service Requested

Official Notice of Public Hearing



RECEIVED
JUN 18 2010

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38114 & MSP-38116

Planning Commission Meeting of 6/24/2010

Case: VAR-38114

13827116018
AUSTIN DAVID A & JEANETTE B
1404 BELLGLEN DR
LAS VEGAS NV 89128-0531

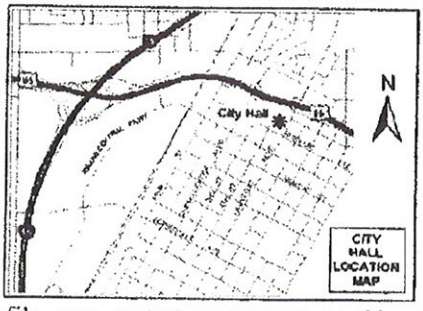
Submitted after final agenda
Date
Item 25-24 A

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 JUN 11 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-38114 & MSP-38116
Planning Commission Meeting of 6/24/2010

Case: VAR-38114

13822315081
MCCANN FAMILY TRUST
5440 W SAHARA AVE #102
LAS VEGAS NV 89146-0369

RECEIVED
JUN 17 2010

Submitted after final agenda
Date Item 25-26 A

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
MSP-38116 - MASTER SIGN PLAN RELATED TO VAR-38114 - PUBLIC HEARING - APPLICANT/OWNER: SEA BREEZE VILLAGE II, LLC - Request for a Major Amendment to a previously approved Master Sign Plan (MSP-0006-02) on 13.41 acres at the northeast corner of Buffalo Drive and Vegas Drive (APN 138-22-418-007 through 011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**14**	**Planning Commission Mtg.**	**2**
City Council Meeting	**4**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Justification Letter
4. Protest/Support Postcards for VAR-38114 and MSP-38116

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: **MSP-38116** APN: 138-22-418-011

Name of Property Owner: SEA BREEZE VILLAGE II, LLC

Name of Applicant: Visual Information Systems Co.

Name of Representative: Ed Blend

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: HASKEL INY

Subscribed and sworn before me

This 9 day of March, 20 10

Trina M. Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: AMEND MSP-2619

Project Address (Location) 7598 Vegas Dr.

Project Name Carl's Jr. **Proposed Use**

Assessor's Parcel #(s) 138-22-418-011 **Ward #** 4

General Plan: existing X proposed **Zoning:** existing X proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres .52 **Lots/Units** 1 **Density**

Additional Information AMEND THE SEABREEZE VILLAGE MSP TO INCLUDE INCIDENTAL SIGNAGE FOR CARL'S JR. RESTAURANT

PROPERTY OWNER SEA BREEZE VILLAGE II, LLC **Contact** JENNIFER ROBERTS

Address 770 N. BUFFALO #101 **Phone:** 702.255556 **Fax:** 702.430.5307

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address jr@greatac.com

APPLICANT Visual Information Systems Co. **Contact** Ed Blend

Address 13580 5th St. **Phone:** 909-591-4742 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address

REPRESENTATIVE Ed Blend **Contact**

Address 13580 5th St. **Phone:** 909-287-7373 **Fax:**

City Chino **State** CA **Zip** 91710

E-mail Address eblend@nsmc.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 Haskel Irby

Subscribed and sworn before me

This 9 day of March, 20 10.

Trina M. Perales

Notary Public in and for said County and State

TRINA M. PERALES
Notary Public-State of Nevada
APPT. NO. 09-8929-1
My App. Expires December 12, 2012

FOR DEPARTMENT USE ONLY

Case #	MSP-3816
Meeting Date:	6/24/2010
Total Fee:	330.00
Date Received:*	4/27/2010
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

VISCO Visual Information Systems Company
ELECTRONIC SIGNS
CL #442769

National Sign & MARKETING CORPORATION
CL #745030
a division of Visual Information Systems Company

April 26, 2010

City Of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Justification Letter for MSP 2619 Amendment
For: Carl's Jr. Restaurant Signage, 7598 Vegas Drive

To Whom It May Concern:

This is a submittal to amend the Master Sign Program (MSP-2619) to add the signage for the new Carl's Jr restaurant which has been built at 7598 Vegas Drive. The signs have been designed and placed to meet all city sign codes and requirements as far as height, separation from existing signs and be within the square footage allowed for this building. Our proposal includes the necessary design elements for Carl's Jr. to succeed while still maintaining an organized presentation and "classic diner" appearance. All other signs in the center are to remain the same as filed under the original sign program. Therefore, we feel that the application is justified.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,

Ed Blend
National Sign & Marketing Corporation
DBA: Visual Information Systems Company
13580 5th St.
Chino, CA 91710

Tel:909-287-7373
Cell: 760-912-5224
Email: eblend@nsmc.com

RECEIVED
APR 27 2010

VAR-38114
MSP-38116

Please refer to VAR-38114 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38137 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC. - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED; AN 820-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND TO ALLOW 900 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 3882 West Sahara Avenue (APN 162-06-813-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

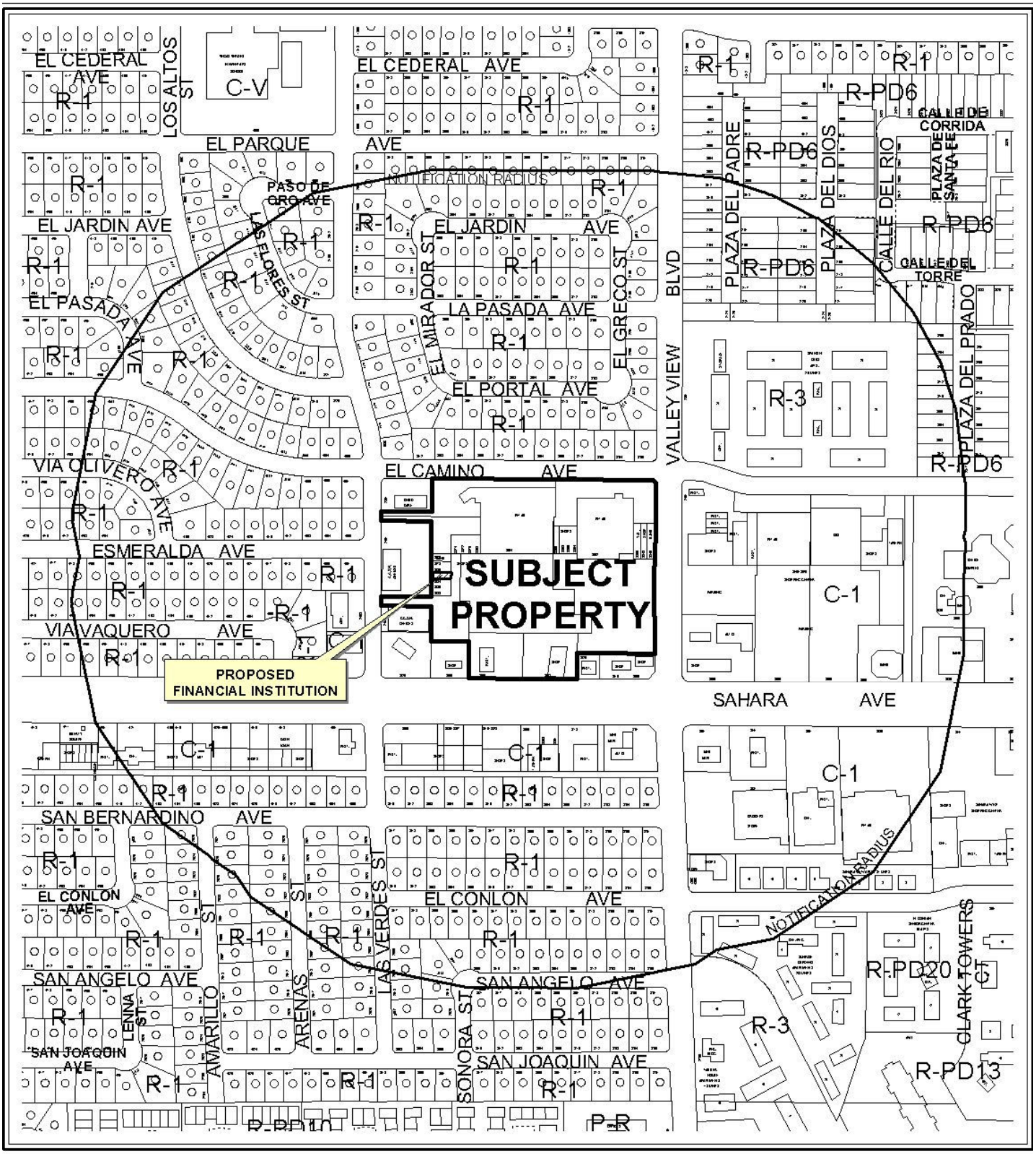
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the June 24, 2010 Planning Commission Meeting for SUP-38137



0 400 800 Feet

CASE: **SUP-38137**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



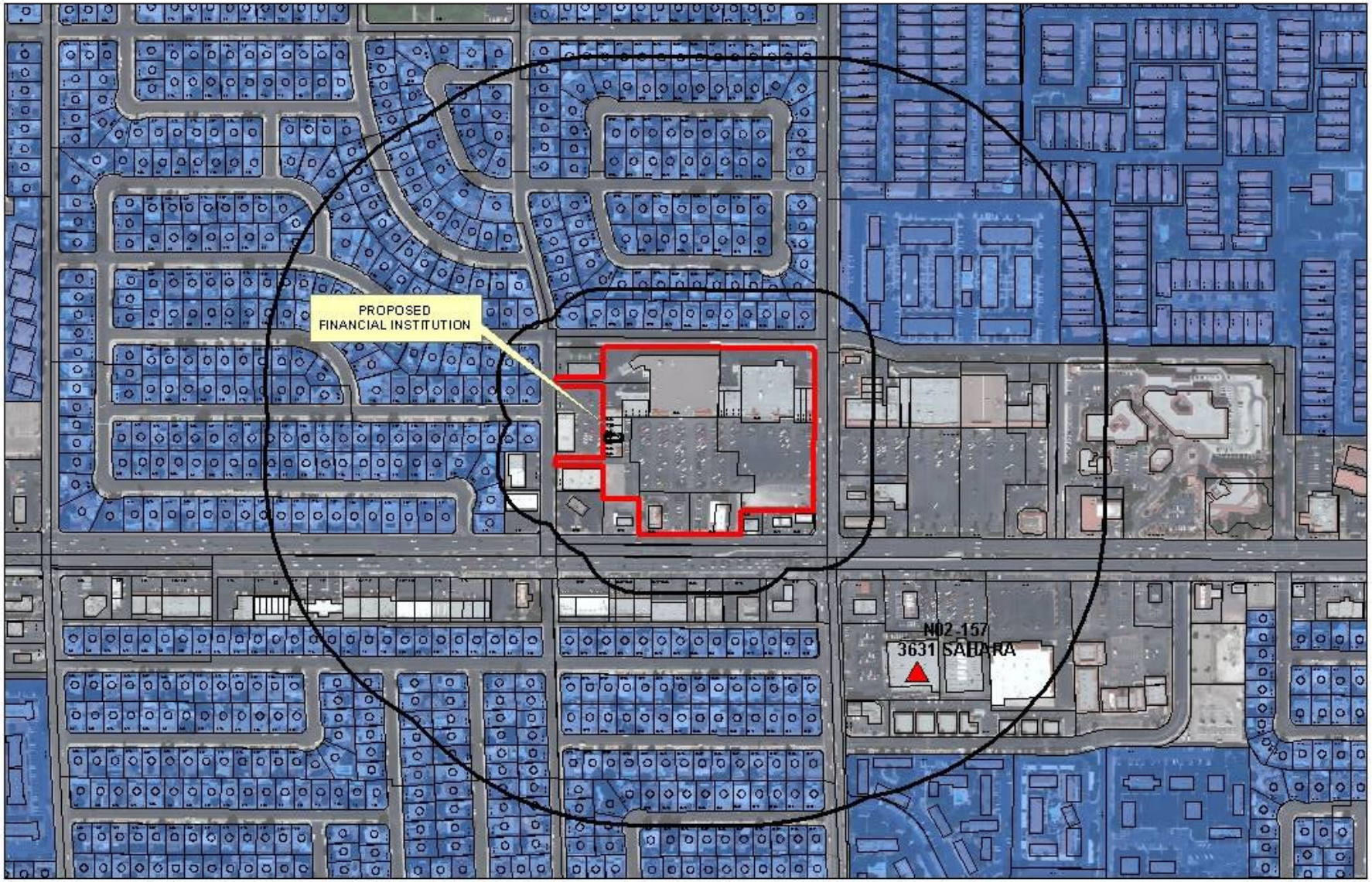
0 400 800 Feet

CASE: **SUP-38137**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-38137

Financial Business Locations

- Financial Institution, Specified
- Pawnshops
- Automobile Title Loan

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 256 550 1,100 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FUTURA, INC. - OWNER: THRIFTY PAYLESS, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38137	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SUP-38137 CONDITIONS

Planning and Development

1. The use shall be limited to check cashing. There shall be no loans.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Financial Institution, Specified use.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
July 21, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Financial Institution, Specified within an existing Wire Service located at 3882 West Sahara Avenue. There are requests for waivers to allow a 60-foot distance separation from a residential use where 200 feet is required, an 820-foot distance separation from another Financial Institution, Specified where 1,000 feet is required and to allow 900 square feet for the dedicated use where 1,500 square feet minimum floor area is required. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses, as is evidenced by the requested waivers of distance separation and minimum floor area requirements. If this request is denied, the Financial Institution, Specified cannot be permitted on this site.

ISSUES

- A waiver is required to allow the proposed use to be located within 60 feet of a residential zoned use where 200 feet required.
- A waiver is required to allow the proposed use to be located within 820 feet of another Financial Institution, Specified where 1,000 feet is required.
- A waiver is required to allow 900 square feet for the use where 1,500 square feet is the minimum floor area required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/91	The City Council approved the request for reclassification of property (Z-0101-91) located at 3830 West Sahara Avenue, from C-C (Neighborhood Commercial Center), to C-1 (Limited Commercial). The Planning Commission and staff recommended approval of this request.
10/14/93	The Planning Commission approved a Plot Plan Review [Z-0101-91(1)] regarding the proposed reconfiguration of a portion of an existing retail shopping center on property located on the northwest corner of Sahara Avenue and Valley View Boulevard. Staff recommended approval of this request.

Most Recent Change of Ownership	
02/27/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/02/92	A building permit (#92151376) was issued for a new shell building at 3876 West Sahara Avenue. The project was completed on 04/20/93.
04/15/05	A business license (W10-00076) was issued for a Wire Service at 3882 West Sahara Avenue. This license has moved to this location on 08/25/06.
10/19/06	A building permit (#06006547) was issued for a Non-Work Certificate of Occupancy at 3882 West Sahara Avenue. The project was completed on 11/06/06.

Pre-Application Meeting	
02/23/10	A pre-application meeting with applicant was held where elements of submitting a Special Use Permit for a Financial Institution, Specified were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • The justification letter needs to be revised indicating the correct jurisdiction from Clark County to City of Las Vegas and Zoning Ordinance from Title 30 to Title 19. • The hours of operation needs to be indicated on the justification letter indicating that the use will not extend beyond the hours of 8:00 a.m. to 11:00 p.m. Otherwise, a waiver is required to extend the required hours of operation requirements. • A waiver is required to allow 900 square feet for the use where 1,500 square feet is the minimum floor area required. • A waiver is required to allow the proposed use to be located within 60 feet of a residential zoned use where 200 feet required. • A waiver is required to allow the proposed use to be located within 820 feet of another Financial Institution, Specified where 1,000 feet is required. • The parking requirement for Financial Institution, Specified is one space for each 250 square feet of Gross Floor Area.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/20/10	Staff conducted a field check and noted the hours of operation is posted at the storefront window are from 9:00 a.m. to 8:00 p.m. The posted hours of operation meets the minimum Special Use Permit requirements for the proposed use.

Details of Application Request	
Site Area	
Net Acres	1.32

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residence	SC (Service Commercial)	C-1 (Limited Commercial)
South	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails		X	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	105,864 SF	1/250	424		420		
TOTAL SPACES REQUIRED			424		420		
TOTAL (With Handicapped)			415	9	410	10	N

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500 square feet minimum of the building or portion thereof that is dedicated for the use.	900 square feet is the existing area of the suite.	Denial
200 feet from residential zoned use.	60 feet.	Denial
1,000 feet from any other Financial Institution, Specified.	820 feet.	Denial

ANALYSIS

The proposed Financial Institution, Specified will allow a business that provides check cashing services such as a principal service deferred, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash advances. The proposed use will be located within a 105,864 square-foot Shopping Center and the parking requirement is one space per 250 square feet of gross floor area; therefore, 424 parking spaces are required. Currently, the provided parking for the Shopping Center is 420 spaces and it is a parking-impaired development, pursuant to Title 19.10.010. The proposed use will not increase the area of the suite or result in a change of use that requires an increase in the number of required parking spaces.

The minimum Special Use Permit requirements for the proposed Financial Institution, Specified use are a 200-foot distance separation from residential use, a 1,000-foot distance separation from any other Financial Institutions, Specified and a 1,500 square-foot minimum floor area for of the use. The applicant has requested waivers to allow a 60-foot distance separation from a residential use, an 820-foot distance separation from another Financial Institution, Specified and to allow 900 square feet of floor area for the proposed use. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land uses, as is evidenced by the requested waivers of distance separation and minimum floor area requirements.

FINDINGS (SUP-38137)

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 cannot be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties due to the waivers of the distance separation from residentially zoned property and from another Financial Institution, Specified.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site is not physically suitable for the type and intensity of the proposed use. The suite where the proposed Financial Institution, Specified to be located is only 900 square feet. The minimum Special Use Permit requirement for the building or portion thereof that is dedicated to the use shall have a minimum size of 1,500 square feet.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

Site access is provided from Sahara Avenue, a 100-foot Primary Arterial and Valley View Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Financial Institution, Specified 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 use does not meet all of the applicable conditions per Title 19.04, due to the request of waivers of distance separation for the proposed Financial Institution, Specified to allow the use within 60 feet of residentially zoned property, 820 feet from another Financial Institution, Specified and to allow 900 square feet minimum for the proposed use, where 1,500 square feet minimum is required.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 431 (By City Clerk)

APPROVALS 1

PROTESTS 7

RG

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-38137 APN: 162-068/3005

Name of Property Owner: Thrifty Payless, INC.

Name of Applicant: FUTURA, INC.

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: By: _____

Print Name: J. Lawrence Gelman
Vice President

Subscribed and sworn before me

This 14th day of April, 2010

_____

Notary Public in and for said County and State

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa H. Twardzik, Notary Public
East Pennsboro Twp., Cumberland County
My Commission Expires July 14, 2010
Member, Pennsylvania Association of Notaries

RECEIVED

APR 28 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: FUTURA, INC

Project Address (Location) 3882 WEST SAHARA AVE

Project Name FUTURA ENVIA **Proposed Use** CHECK CASHING

Assessor's Parcel #(s) 162-06813005 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

_____

PROPERTY OWNER THRIFTY PAYLESS, INC. **Contact** I. LAWRENCE GELMAN

Address P. O. Box 3165 **Phone:** 717-975-5717 **Fax:** 717-975-5952

City HARRISBURG **State** PA **Zip** 17105

E-mail Address _____

APPLICANT FUTURA ENVIA **Contact** MRS. ROSAURA OIRTEGA

Address 3882 WEST SAHARA AVE **Phone:** (971) 235-4884 **Fax:** (503) 693-4600

City LAS VEGAS **State** NV **Zip** 89102

E-mail Address rortega@futuraenvia.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* By: _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name I. Lawrence Gelman
Vice President

Subscribed and sworn before me

This 14th day of April, 20 10.

_____

Notary Public in and for said County and State

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa H. Twardzik, Notary Public
East Pennsboro Twp., Cumberland County
My Commission Expires July 14, 2010
Member, Pennsylvania Association of Notaries

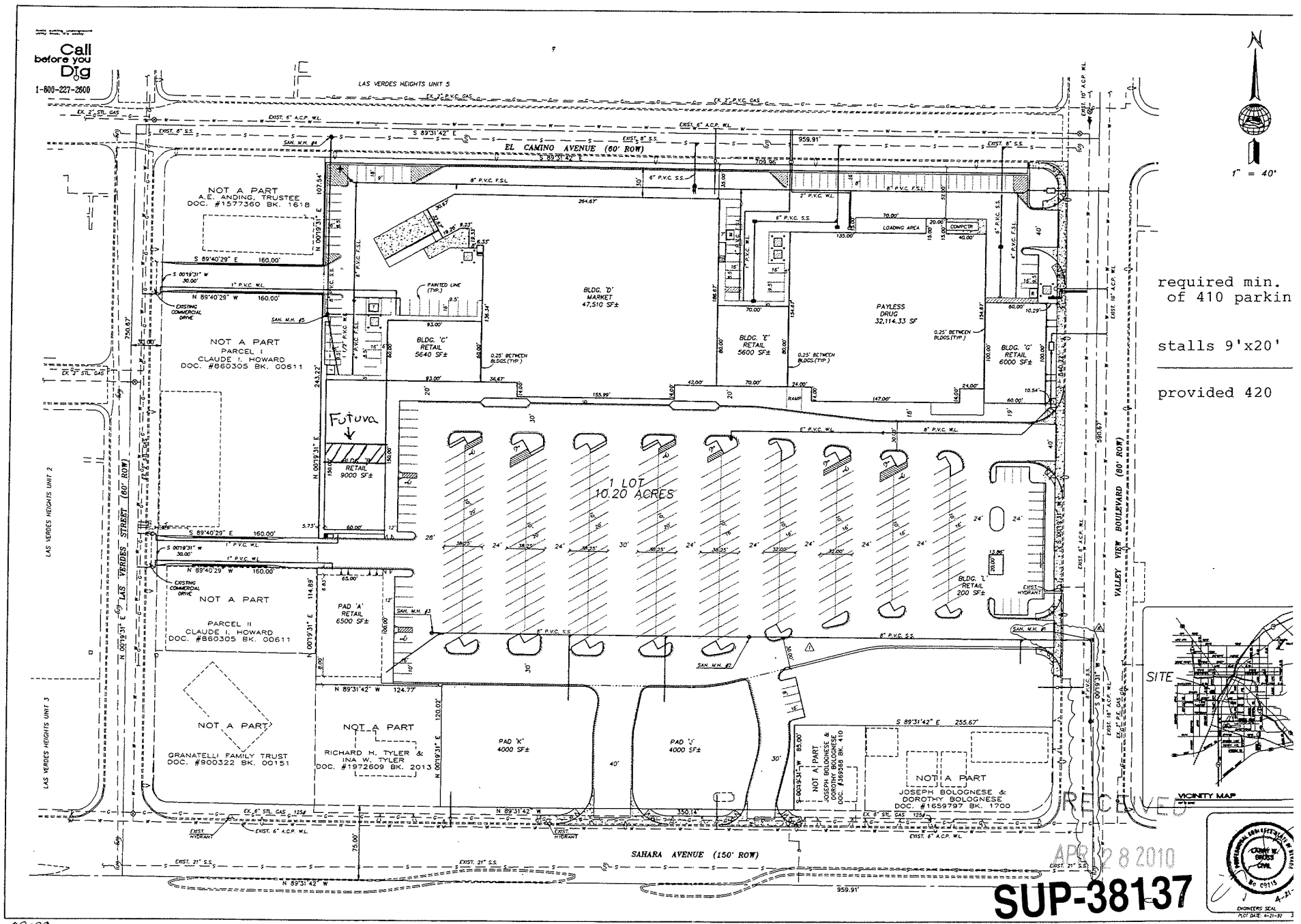
FOR DEPARTMENT USE ONLY

Case #	SUP-38137
Meeting Date:	6/24/10
Total Fee:	1030.00
Date Received:*	4/28
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.

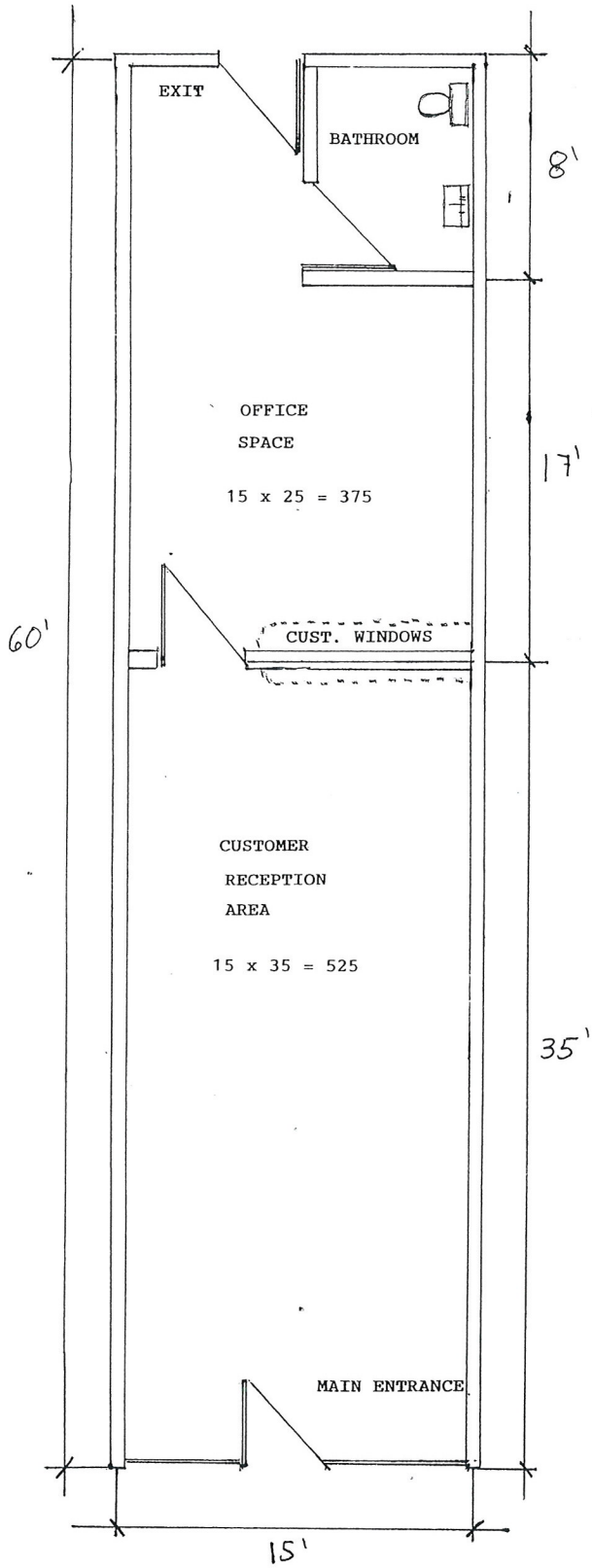
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf


Call before you Dig
1-800-227-2600
LAS VERDES HEIGHTS UNIT 5
EL CAMINO AVENUE (60' ROW)
NOT A PART
A.E. ANDING, TRUSTEE
DOC. #1577360 BK. 1618
NOT A PART
PARCEL I
CLAUDE I. HOWARD
DOC. #860305 BK. 00611
BLDG. 'D' MARKET 47,510 SF±
BLDG. 'C' RETAIL 5640 SF±
BLDG. 'E' RETAIL 5600 SF±
PAYLESS DRUG 32,114.33 SF
BLDG. 'G' RETAIL 6000 SF±
Futura
BLDG. 'B' RETAIL 9000 SF±
1 LOT
10.20 ACRES
BLDG. 'L' RETAIL 200 SF±
NOT A PART
PARCEL II
CLAUDE I. HOWARD
DOC. #860305 BK. 00611
PAD 'A' RETAIL 6500 SF±
NOT A PART
GRANATELLI FAMILY TRUST
DOC. #900322 BK. 00151
NOT A PART
RICHARD H. TYLER & INA W. TYLER
DOC. #1972609 BK. 2013
PAD 'K' 4000 SF±
PAD 'J' 4000 SF±
NOT A PART
JOSEPH BOLOGNESE & DOROTHY BOLOGNESE
DOC. #1659797 BK. 1700
LAS VERDES STREET (60' ROW)
VALLEY VIEW BOULEVARD (80' ROW)
SAHARA AVENUE (150' ROW)
LAS VERDES HEIGHTS UNIT 2
LAS VERDES HEIGHTS UNIT 3
1" = 40'
required min. of 410 parkin
stalls 9'x20'
provided 420
SITE
VICINITY MAP
RECEIVED
APR 28 2010
SUP-38137
ENGINEERS SEAL
PLOT DATE: 4-21-97

23334

4-2-10



FUTURA ENVIA

3882 W. SAHARA AVE.

LAS VEGAS, NV 89102

RECEIVED
APR 28 2010

SUP-38137



SUP-38137 – APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC.
3882 WEST SAHARA AVENUE

05/20/10



SUP-38137 – APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC.
3882 WEST SAHARA AVENUE

05/20/10

Futura, Inc.
331 S.E. 10th Ave.
Hillsboro, OR 97123
tel: 1-888-744-1616
503-693-1616
fax: 1-877-977-4600
503-693-4600

FUTURA

April 6, 2010

JUSTIFICATION LETTER

City of Las Vegas
Case Planning
Planning & Development Department
731 S 4th St.
Las Vegas, NV 89101

RE: Branch Location – **Futura Envia**
3882 W. Sahara
Las Vegas, NV 89102

Dear Planning Commission:

As President of Futura Envia, with Corporate Office located at 331 SE 10th Ave., Hillsboro, Oregon 97123, I am writing this JUSTIFICATION LETTER, to express our business reasons for the application of this **Special Use Permit for Check Cashing** at the above mentioned property. **Futura is currently licensed by the Department of Financial Institutions as a Money Transmitter, and Check Casher** and is licensed by the City of Reno and Sparks as an Authorized Check Casher. Futura is also an Authorized Delegate of Money Gram, for which we offer through them the sale of money orders and bill payment services. Our customers constantly walk into our business with their payroll checks expecting to cash and use the funds to pay bills, purchase money orders to pay for their rent and even wire money to their families abroad.

Our current **neighbors "Food 4 Less"**, constantly send their customers to our office to try to cash their payroll checks in order to purchase produce. Since this is not possible, customers have to go elsewhere for their shopping, affecting all businesses in this shopping area. We strongly believe that being able to provide this check cashing service to our customers will help us create a more stable and profitable environment for all the businesses in this shopping area because it will help us maintain our local customers. Our company is dedicated to providing the best service to our customers and plans to cash **only payroll checks** (no third party, personal or out of state checks).

RECEIVED
MAY 19 2010

Su dinero en buenas manos...

SUP-38137
REVISED

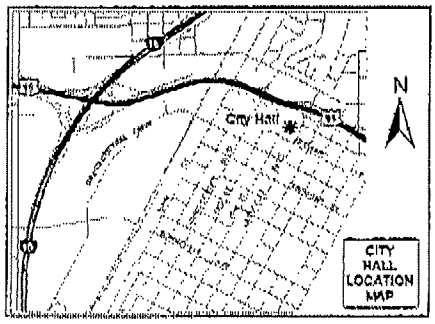
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

382-4803

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
City Council Meeting of 7/21/2010

FOYT ELIZABETH ANN
2216 PLAZA DEL PRADO
LAS VEGAS NV 89102-3914

APN#16205412006

RECEIVED
CITY CLERK
2010 JUL 12 P 12:40

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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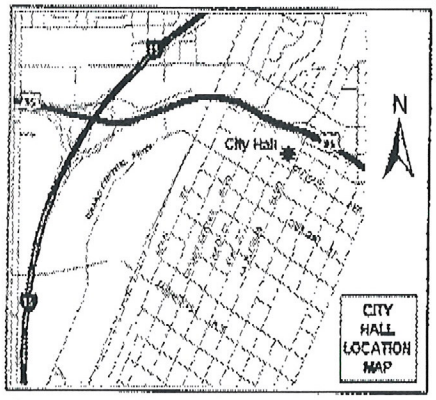

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
Planning Commission Meeting of 6/24/2010

Case: SUP-38137
16206810001
DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

RECEIVED
JUN 15 2010

28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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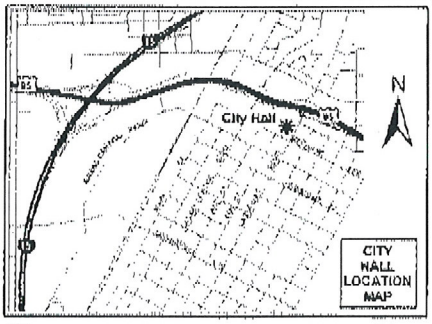

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-38137

Planning Commission Meeting of 6/24/2010

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JUN 14 2010

385-7268

Case: SUP-38137

16205412006
FOYT ELIZABETH ANN
2216 PLAZA DEL PRADO
LAS VEGAS NV 89102-3914

28P

06/13/2010 22:09 7022581933 ELIZABETH EOY PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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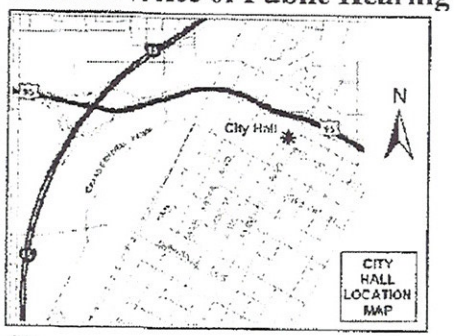

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-38137

Planning Commission Meeting of 6/24/2010

Submitted after final agenda
Date 6/23/10 Item 89

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JUN 23 2010

Case: SUP-38137

16207514033
OLIVERIO BIAGIO & JOSEPHINE
32 TIMBER RIDGWAY
CALGARY AB T3R 1B9
CANADA 00000-0000

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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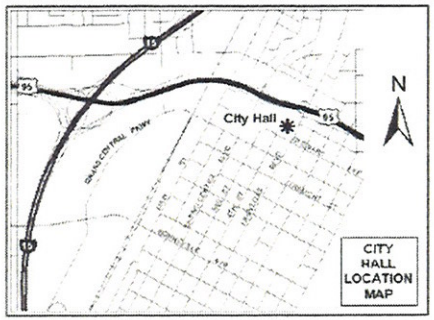

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-38137
Planning Commission Meeting of 6/24/2010

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10 JUN 21 PM 4:16
PLANNING & DEVELOPMENT

Case: SUP-38137
16206711106
DELGADO JOSE G & MARTHA N
3709 EL PARQUE AVE
LAS VEGAS NV 89102-3806

Submitted after final agenda
Date
Item 28

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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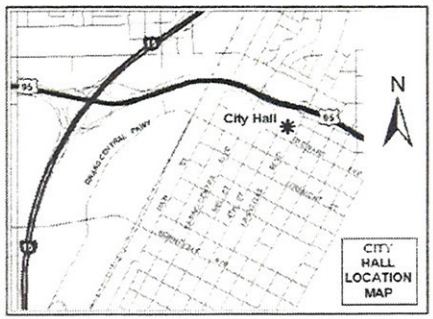
Official Notice of Public Hearing



LAS VEGAS NV 890 06-12-10

RECEIVED
JUN 18 2010

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
Planning Commission Meeting of 6/24/2010

Case: SUP-38137
16205411003
MITCHELL LOUIS A & NORMA B
3434 WILD BUCK RUN
TEMPLE TX 76502-5488

DALLAS TX 750

Submitted after final agenda
Date
Item 39P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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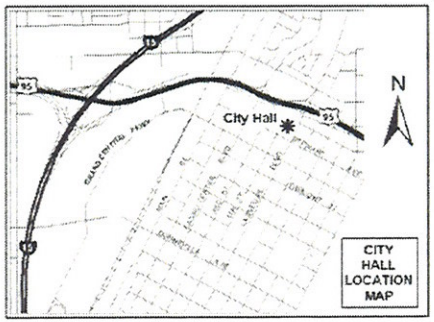

Maybe "A FINANCIAL INST." WILL END UP WORSE THAN WHAT'S THERE NOW.

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JUN 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-38137
Planning Commission Meeting of 6/24/2010

Case: SUP-38137
16206810011
SAYCICH JOHN M & LILLIAN FAM TR
2116 LOS ALTOS ST
LAS VEGAS NV 89102-3772

Submitted after final agenda
Date
Item 28P

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

DATE: June 21, 2010
TO: CLV PLANNING COMMISSIONERS!
FROM: Charleston Neighborhood Preservation
RE: Selected items from June 24, 2010 CLV Planning Commission Agenda

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas, Nevada boundaries, therefore imposing a direct impact upon ALL wards.

#24. SUP-38194 related to VAR-38 – We ask that NO be the vote on this SUP because of the THREE waivers:
1) the 340 ft. distance from a residential zone where residents are assured of a 400 ft. distance,
2) the 638 ft. variance from code in the distance required from an existing massage establishment, AND
3) the 20 ft. variance requested from the required distance of 80 ft from access to the site!
We know these measurements were not arbitrarily established for the protection of residents as well as the business person and ask that we respect them.

#28. SUP-38137 – NO is the vote we request for this business in this location because of the permanent effect such waivers have throughout the city. Does money override code and ordinances? Can a homebuyer trust such?
1)The 140 ft. waiver in separation distance from residential use is good governing?
2)the 180 ft. waiver from a Financial Institution surely is a detriment to the established business, AND
3) the 600 ft variance in the required square feet of floor area will forever, within our city boundaries, encourage even smaller, 'hole in the wall' Financial Institutions.

With both #24 and #28, the door is open for 4 plus waivers which certainly is lowering the standards of the "WORLD CLASS" image mentioned as a quality for our city.

Appreciating your challenging position,

June Ingram, President and BOARD

June
C N P

RECEIVED
10 JUN 22 AM 8:22
PLANNING AND DEVELOPMENT

Submitted after final agenda
Date Item 28

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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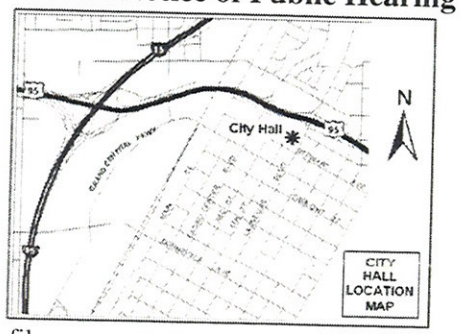

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 17 2010

Case: SUP-38137

16205410005
LYONS EILEEN J
2120 PLAZA DEL DIOS
LAS VEGAS NV 89102-3973

Submitted after final agenda
Date
Item 28 A

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38211 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: PPLAND, LP - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 74 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 14,820 SQUARE-FOOT RETAIL ESTABLISHMENT at 7755 North Durango Drive (APN 125-17-611-002), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

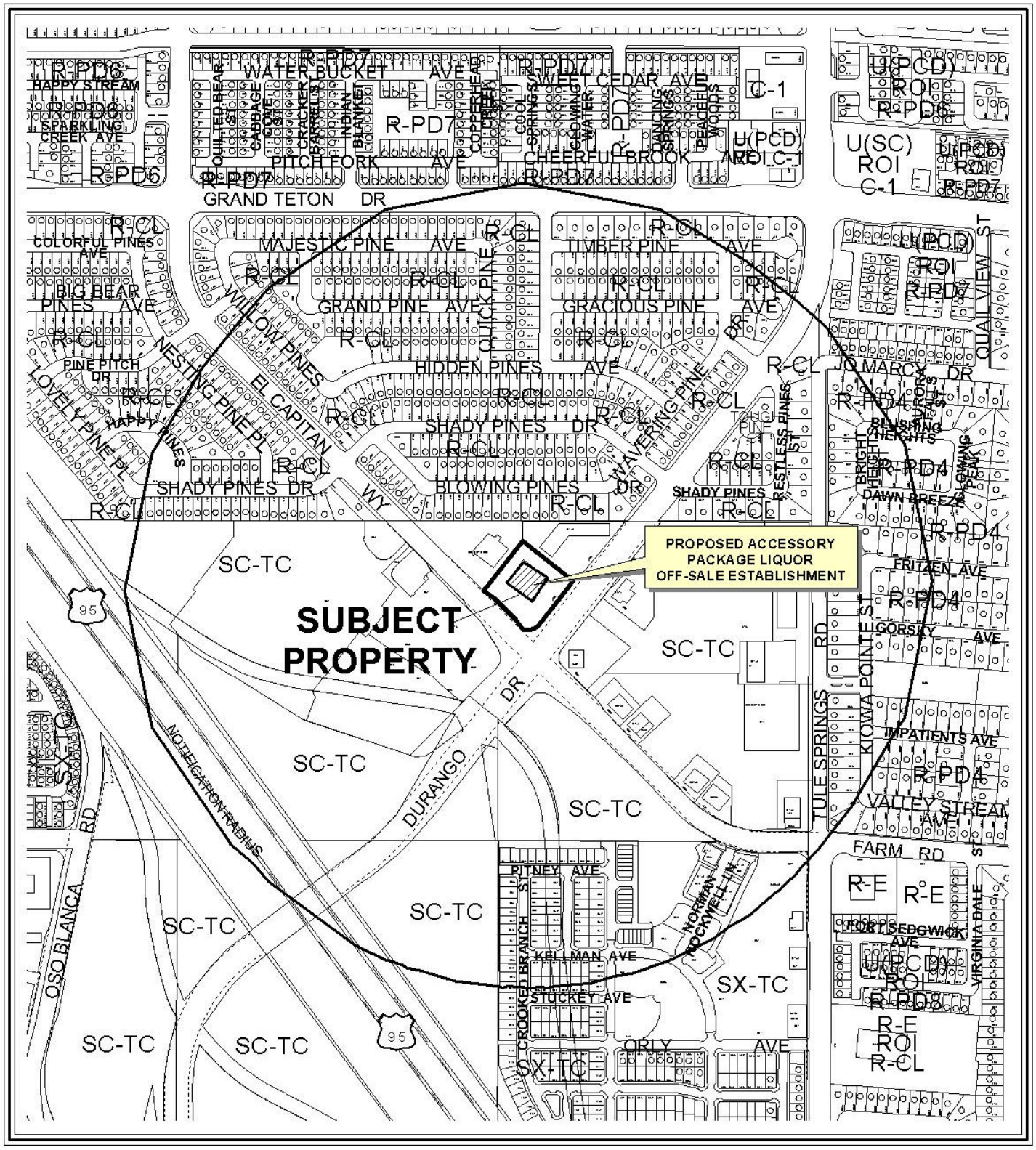
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter Submitted by Jennifer Roberts (Lionel Sawyer & Collins)
7. Protest Postcards
8. Backup referenced from the June 24, 2010 Planning Commission Meeting for SUP-38211



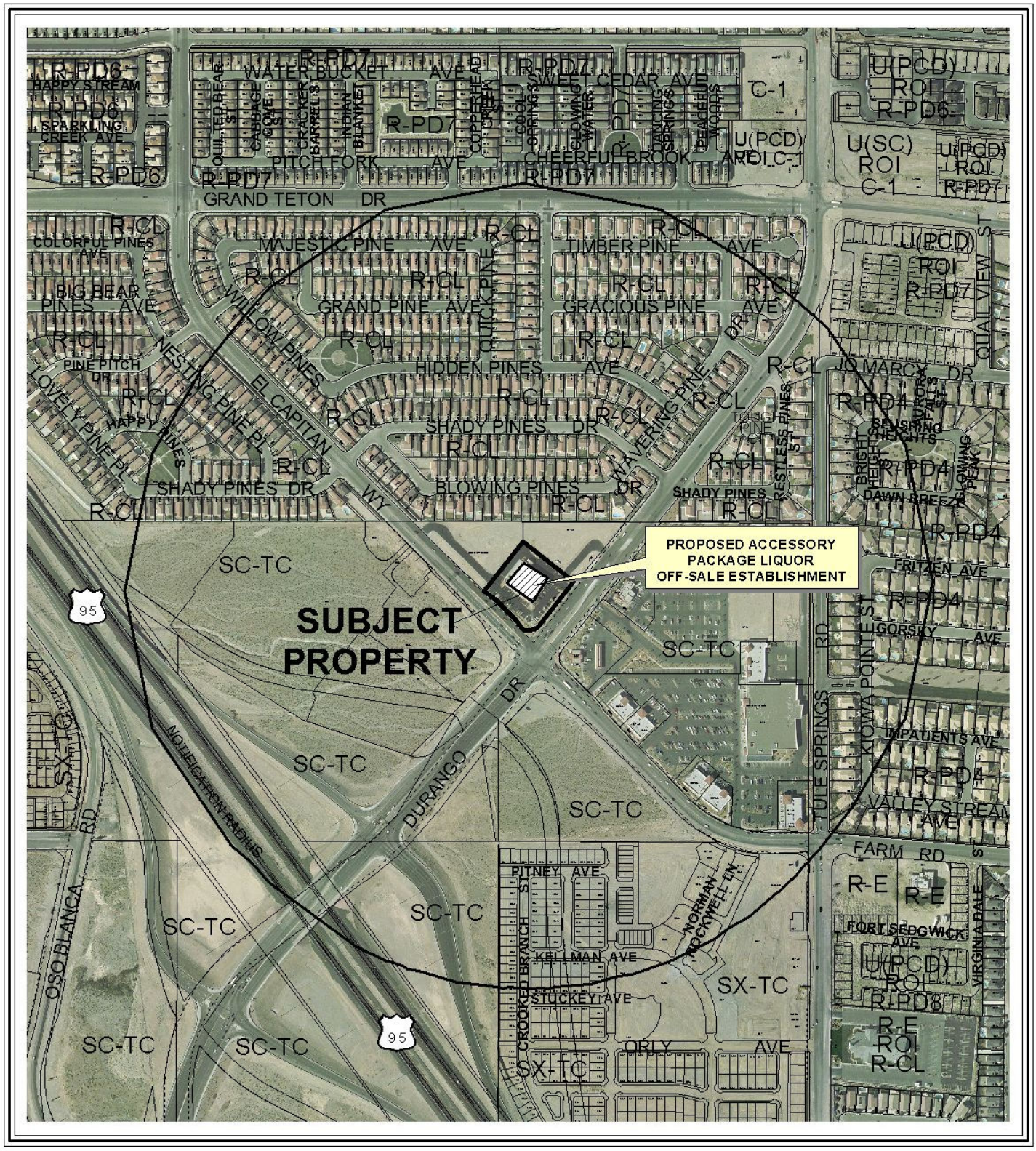
0 400 800 Feet

CASE: **SUP-38211**

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: **SUP-38211**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



SUP-38211

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 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: PPLAND, LP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38211	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-38211 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. Conformance to the approved conditions for Rezoning (Z-0076-98) and Site Development Plan Review (SDR-3191).

3. This approval shall be void two years 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 a 74 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 14,820 square-foot Retail Establishment at 7755 North Durango Drive. The proposed use will not require additional parking beyond that which is required for the principal use on the site. No more than 10 percent of the retail floor space is devoted to alcoholic beverage sales. This site location is well suited for this use, since it is located within a large shopping center. Staff recommends approval, since the Retail Establishment with Accessory Package Liquor Off-Sale use meets all minimum Special Use Permit requirements. If this request is denied, the existing retail establishment would remain.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/07/98	The City Council approved the Rezoning (Z-0076-98) to the T-C (Town Center) district on 1,468 acres, including this parcel. The Planning Commission and staff recommended approval.
11/07/01	The City Council approved the Town Center Development Standards (TCDS) Manual through Bill No. 2001-100. The TCDS details the uses permitted within Town Center and the development standards that will accomplish the vision of Town Center.
01/07/04	The City Council approved Site Development Plan Review (SDR-3191) and a Waiver of Town Center Build-to-Line standard for 29,120 square feet of retail space on five pad sites. Planning Commission and Staff recommended denial on 12/04/03.
01/22/04	The Planning Commission approved a Tentative Map (TMP-3272) for a two-lot commercial subdivision on 4.91 acres. Staff recommended approval.
12/03/04	Planning Staff administratively approved a Minor Amendment to an approved Site Development Plan Review (SDR-3191) to allow minor changes of building footprints and to allow 29,315 square feet of retail space on four pad sites.
03/21/05	The Planning and Development Department administratively approved a minor amendment to an approved Site Development Plan Review (SDR-3191) to allow minor changes of building footprints and to allow 28,315 square feet of retail space on three pad sites.
05/04/04	The Centennial Hills Architectural Review Committee approved a request for a Master Sign Plan (CHARC-0014-04) at 7785 North Durango Drive.

11/06/07	The Centennial Hills Architectural Review Committee approved a request for a Major Modification to an approved Master Sign Plan (CHARC-0014-04) at 7785 North Durango Drive.
06/24/10	The Planning Commission (7-0 vote) recommends DENIAL (PC Agenda Item #12/jg).

Most Recent Change of Ownership	
04/11/200	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/09/04	A building permit (4014747) was issued for a Certificate of Occupancy for a 14,820 square-foot retail building at 7755 North Durango Drive. The permit was finaled on 02/25/05.
06/09/04	A building permit (4014746) was issued for on-site-hardscape. The permit was never finaled.
07/07/07	A building permit (4017017) was issued for on-site sewer, water and fire. The permit was finaled 07/21/04.
07/15/04	A building permit (4017733) was issued for Electrical Retail Store for a Certificate of Occupancy for a 14,820 square-foot retail building at 7755 North Durango Drive. The permit was finaled on 02/03/05.
10/15/04	A building permit (4020603) was issued for wall signs. The permit was finaled 02/25/05
03/09/05	A business license (C05-02366) was issued for a Tobacco Dealer Retail at 7755 North Durango Drive. The license is still active.
03/09/05	A business license (D11-00211) was issued for a Drug Store at 7755 North Durango Drive. The license is still active.
07/18/08	A business license (Q04-00087) was issued for a Pharmacy at 7755 North Durango Drive. The license is still active.

Pre-Application Meeting	
04/13/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Retail Establishment with Accessory Package Liquor Off-Sale were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • Need to indicate retail floor space devoted for the sale of alcoholic beverages. • The proposed use is not within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City Park.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/20/10	A field inspection was conducted by staff. The subject property was noted as a well maintained commercial center.

Details of Application Request	
Site Area	
Net Acres	1.66

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	General Retail Store	SC-TC (Service Commercial- Town Center)	T-C (Town Center)
North	Single-Family Residential	PCD (Planned Community Development)	R-CL (Single Family – Compact Lot)
South	Undeveloped	GC-TC (General Use Commercial)	T-C (Town Center)
East	Shopping Center	SC-TC (Service Commercial- Town Center)	T-C (Town Center)
West	Shopping Center	SC-TC (Service Commercial- Town Center)	T-C (Town Center)

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		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

JG

DEVELOPMENT STANDARDS

As approved by SDR-3191, 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 SF or More)	14,820 SF	1:250 SF	60		66		Y
TOTAL SPACES REQUIRED			60		66		Y
TOTAL (With Handicapped)			57	3	63	3	Y

ANALYSIS

This is a request for a Special Use Permit for a 74 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 14,820 square-foot Retail Establishment at 7755 North Durango Drive. This site location does not have any churches, schools, child care facilities or city parks within the required 400-foot distance separation radius. No additional parking beyond that which is required for the principal use on the site is required as a result of the addition of this use.

The sale of alcoholic beverages is ancillary to the retail use, and 74 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages. The proposed use meets minimum requirements of Title 19.04; staff therefore recommends approval of this request.

FINDINGS (SUP-38211)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Retail Establishment with Accessory Package Liquor Off-Sale use will be located within the existing Retail Establishment and it is an accessory use. The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for a Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

Site access is provided from El Capitan Way, an 80-foot Town Center Arterial and Durango Drive, a 120-foot Town Center Parkway Arterial as designated by the Town Center Street Classifications in the Town Center Development Standards Manual. These streets are of sufficient size to accommodate the needs of the proposed Accessory Package Liquor Off-Sale use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use will be located within an existing Retail Establishment and complies with the minimum Special Use Permit requirements. The use will devote 74 square feet of the floor space within the existing Retail Establishment for the sale of alcoholic beverages.

PLANNING COMMISSION ACTION

The Planning Commission considered adding the condition: There shall be an administrative review one year after issuance of license for liquor use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 538 (By City Clerk)

APPROVALS 1

PROTESTS 3

JG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-38211 APN: 125-17-611-002

Name of Property Owner: PP LAND LP.

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: PP LAND LP PICHAT POJANASOMBOON GP.

Subscribed and sworn before me

This 14th day of DECEMBER, 20 09

_____

Notary Public in and for said County and State

CAROLINA H. NIEVERA
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 09-1C397-1
MY APPT. EXPIRES FEB. 18, 2013

RECEIVED
MAY 06 2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 7755 North Durango Drive

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 125-17-611-002 **Ward #** 6

General Plan: existing XX proposed ____ **Zoning:** existing T-C (SC) proposed ____

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres ____ **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER PP Land LP **Contact** P Pojanasomboon, GP

Address 9000 Emerald Way **Phone:** (702) 233-4699 **Fax:** ____

City Las Vegas **State** NV **Zip** 89117

E-mail Address ____

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) 383-8948 **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 PPLAND LP, PICHAT POJANASOMBOONGP

Subscribed and sworn before me

This 14th day of DECEMBER, 20 09.

____

Notary Public in and for said County and State

CAROLINA H. NIEVERA
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 09-1C397-1
MY APPT. EXPIRES FEB. 18, 2013

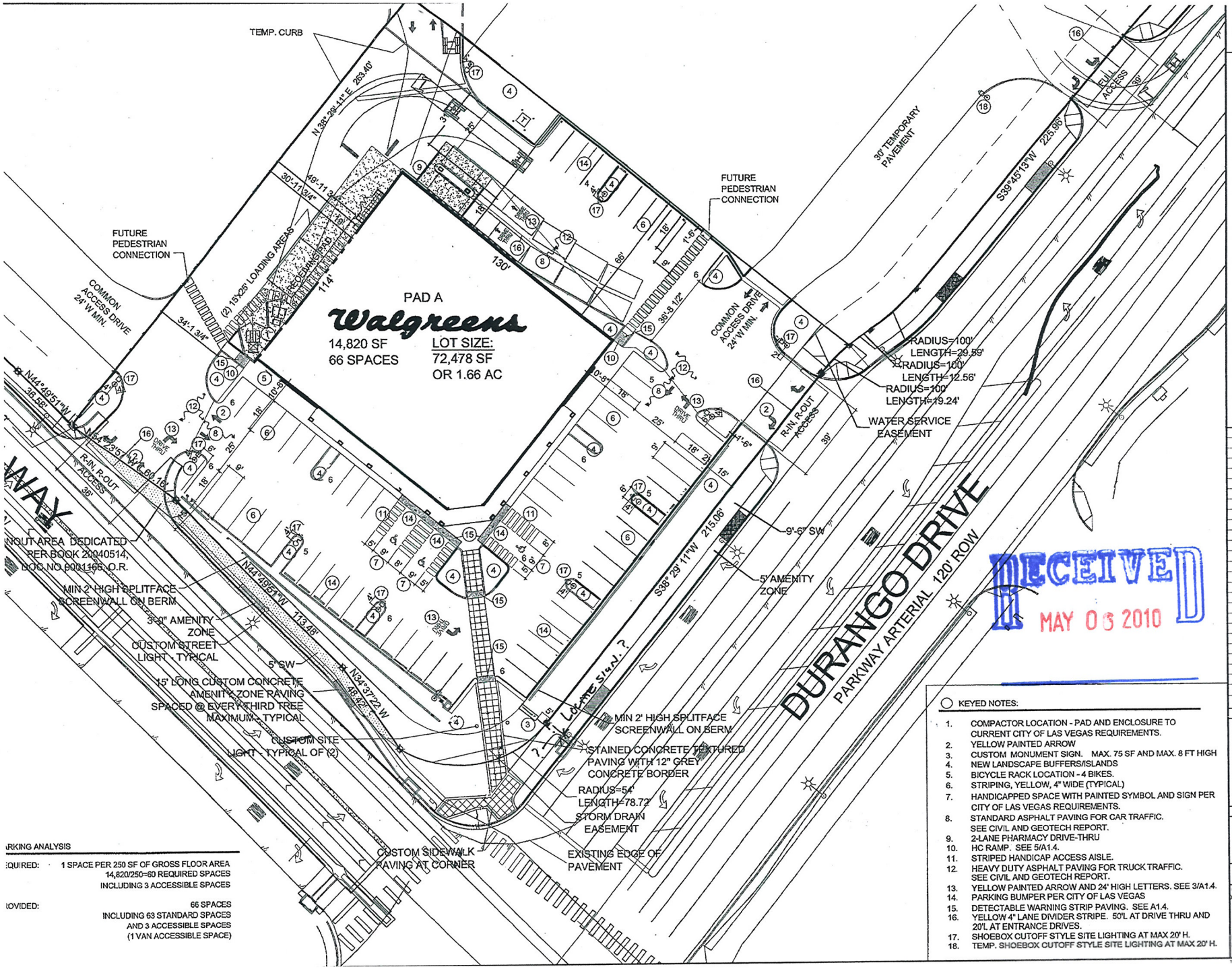
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-38211
Meeting Date:	6/24/10
Total Fee:	1280
Date Received:*	5/6/10
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



RKING ANALYSIS

QUIRED: 1 SPACE PER 250 SF OF GROSS FLOOR AREA
14,820/250=60 REQUIRED SPACES
INCLUDING 3 ACCESSIBLE SPACES

OVIDED: 66 SPACES
INCLUDING 63 STANDARD SPACES
AND 3 ACCESSIBLE SPACES
(1 VAN ACCESSIBLE SPACE)

KEYED NOTES:

1. COMPACTOR LOCATION - PAD AND ENCLOSURE TO CURRENT CITY OF LAS VEGAS REQUIREMENTS.
2. YELLOW PAINTED ARROW
3. CUSTOM MONUMENT SIGN. MAX. 75 SF AND MAX. 8 FT HIGH
4. NEW LANDSCAPE BUFFERS/ISLANDS
5. BICYCLE RACK LOCATION - 4 BIKES.
6. STRIPING, YELLOW, 4" WIDE (TYPICAL)
7. HANDICAPPED SPACE WITH PAINTED SYMBOL AND SIGN PER CITY OF LAS VEGAS REQUIREMENTS.
8. STANDARD ASPHALT PAVING FOR CAR TRAFFIC. SEE CIVIL AND GEOTECH REPORT.
9. 2-LANE PHARMACY DRIVE-THRU
10. HC RAMP. SEE 5/A1.4.
11. STRIPED HANDICAP ACCESS AISLE.
12. HEAVY DUTY ASPHALT PAVING FOR TRUCK TRAFFIC. SEE CIVIL AND GEOTECH REPORT.
13. YELLOW PAINTED ARROW AND 24' HIGH LETTERS. SEE 3/A1.4.
14. PARKING BUMPER PER CITY OF LAS VEGAS
15. DETECTABLE WARNING STRIP PAVING. SEE A1.4.
16. YELLOW 4" LANE DIVIDER STRIPE. 50'L AT DRIVE THRU AND 20'L AT ENTRANCE DRIVES.
17. SHOEBOX CUTOFF STYLE SITE LIGHTING AT MAX 20' H.
18. TEMP. SHOEBOX CUTOFF STYLE SITE LIGHTING AT MAX 20' H.

RECEIVED
MAY 03 2010

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CC

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 07864

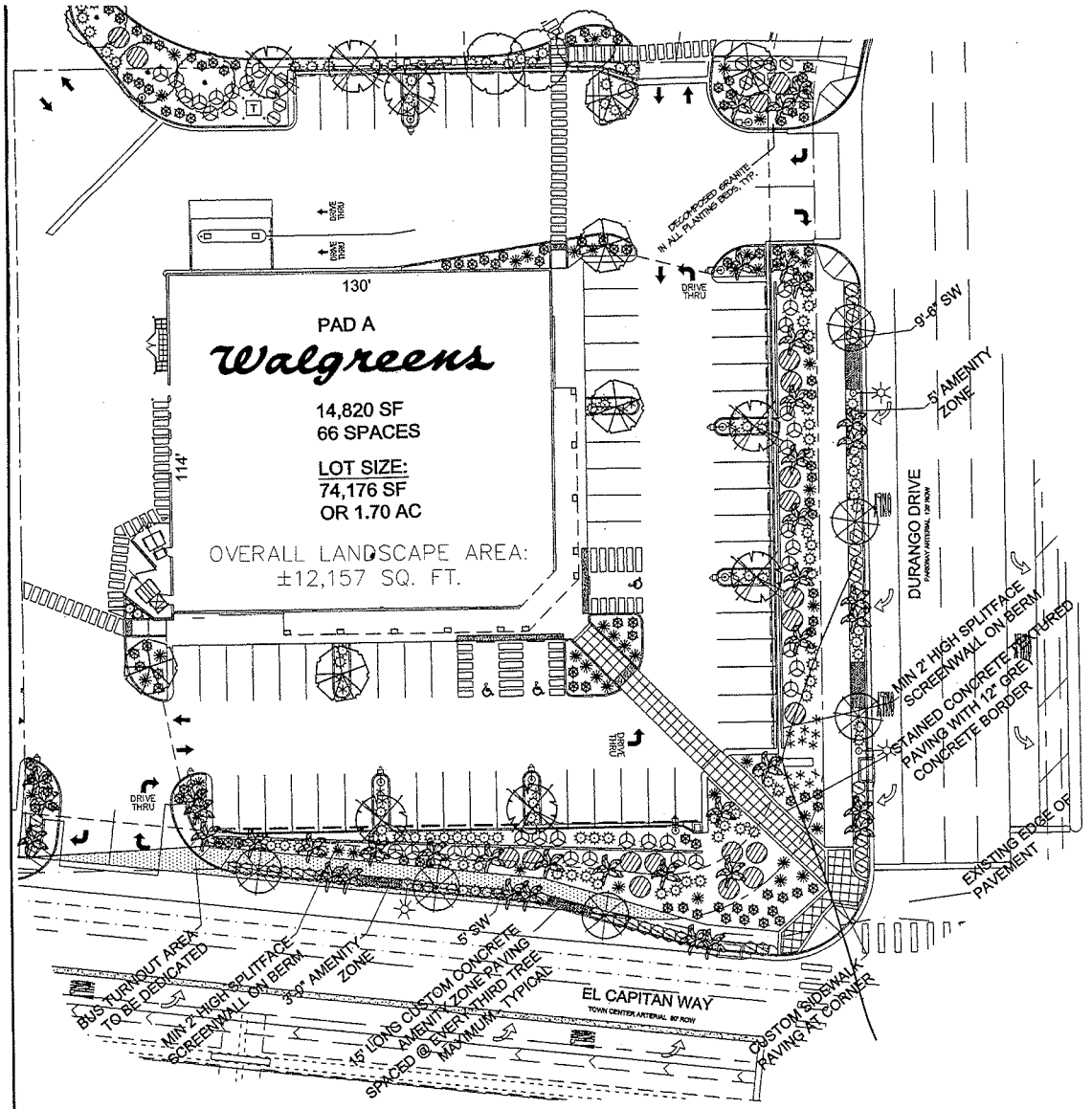
PROJECT NAME
WALGREENS STORE
7755 NORTH DURANGO DRIVE
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN - BEER & WINE

CADD PLOT: 07864-A01-BW-16NOV09	SCALE: 1/20 =1'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: B. HESTER	A0.1
SUPERSEDES PLAN DATED:	DATE: 11/16/09	
	REVIEWED BY:	OF DWGS.

TM: MICHALSKI 11/16/2009 10:53 AM D:_ARCHITECTURE\DETS AND SPECIFICATIONS\

SUP-38211



SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	TREES (APPROXIMATE FUTURE SIZE / DIAMETER)				
	CHITALPA TASHKENTENSIS 'PINK DAWN'	20/20 PINK CHITALPA	6	24" BOX	SINGLE TRUNK
	FRAXINUS VELUTINA 'RIO GRANDE'	30/25 RIO GRANDE ASH	7	24" BOX	
	ROBINIA AMBIGUA 'PURPLE ROSE'	30/20 PURPLE ROSE LOCUST	6	24" BOX	
	ACACIA STENOPHYLLA	30/20 SHOESTRING ACACIA	6	24" BOX	
	PALM TREES				
	WASHINGTONIA ROBUSTA	40/10 MEXICAN FAN PALM	41	MINIMUM 25' BTH	SKINNED
	SHRUBS				
	SENNA OLIGOPHYLLA	5/5 OUTBACK CASSIA	51	5 GAL	
	ERENOPHILA MACULATA 'VALENTINE'	5/5 VALENTINE BUSH	41	5 GAL	
	GROUNDCOVERS				
	MYOPORUM PARVIFOLIUM	3/6 PROSTRATE MYOPORUM	20	1 GAL	
	DALEA CAPITATA 'SIERRA GOLD'	1/5 GOLDEN DALEA	106	1 GAL	
	LANTANA SPECIES 'NEW GOLD'	1/2 NEW GOLD LANTANA	44	5 GAL	
	ACCENTS				
	DASYLIRION WHEELERI	3/4 DESERT SPOON	42	5 GAL	
*	AGAVE SCHIDIGERA 'DURANGO DELIGHT'	2/2 DURANGO DELIGHT AGAVE	26	5 GAL	

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT SCHEDULE IS INTENDED AS A REFERENCE ONLY.
2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF THE TOTAL QUANTITY OF EACH SPECIES, SHOWING GENUS, SPECIES, VARIETY, ETC.
4. CONTRACTOR TO PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. DECOMPOSED GRANITE, 1/2" MINUS, COLOR: "MOJAVE GOLD", 2" DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE SHALL CONTAIN 60% AGGREGATE AND 40% FINES. CONTRACTOR TO RECEIVE VERIFICATION FROM ROCK SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.

   WHOLESALE DEALER:
   KALAMAZOO MATERIALS, INC.
   2251 SOUTH PORT APACHE ROAD, SUITE 207H
   LAS VEGAS, NV 89117
   TELEPHONE: 246-9153

6. ALL PALM HEIGHTS ARE BROWN TRUNK HEIGHTS. ALL PALMS SHALL HAVE STRAIGHT TRUNKS WITH NO CURVES. ALL FAN PALMS SHALL BE SKINNED WITHIN 5 FEET OF THE LAST FROND.

LANDSCAPE AREA

GROSS LOT SIZE= 74,176 SF
LANDSCAPE AREA= 12,157 SF
PERCENTAGE OF LOT LANDSCAPED= 16.4%

MAY 06 2010

DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

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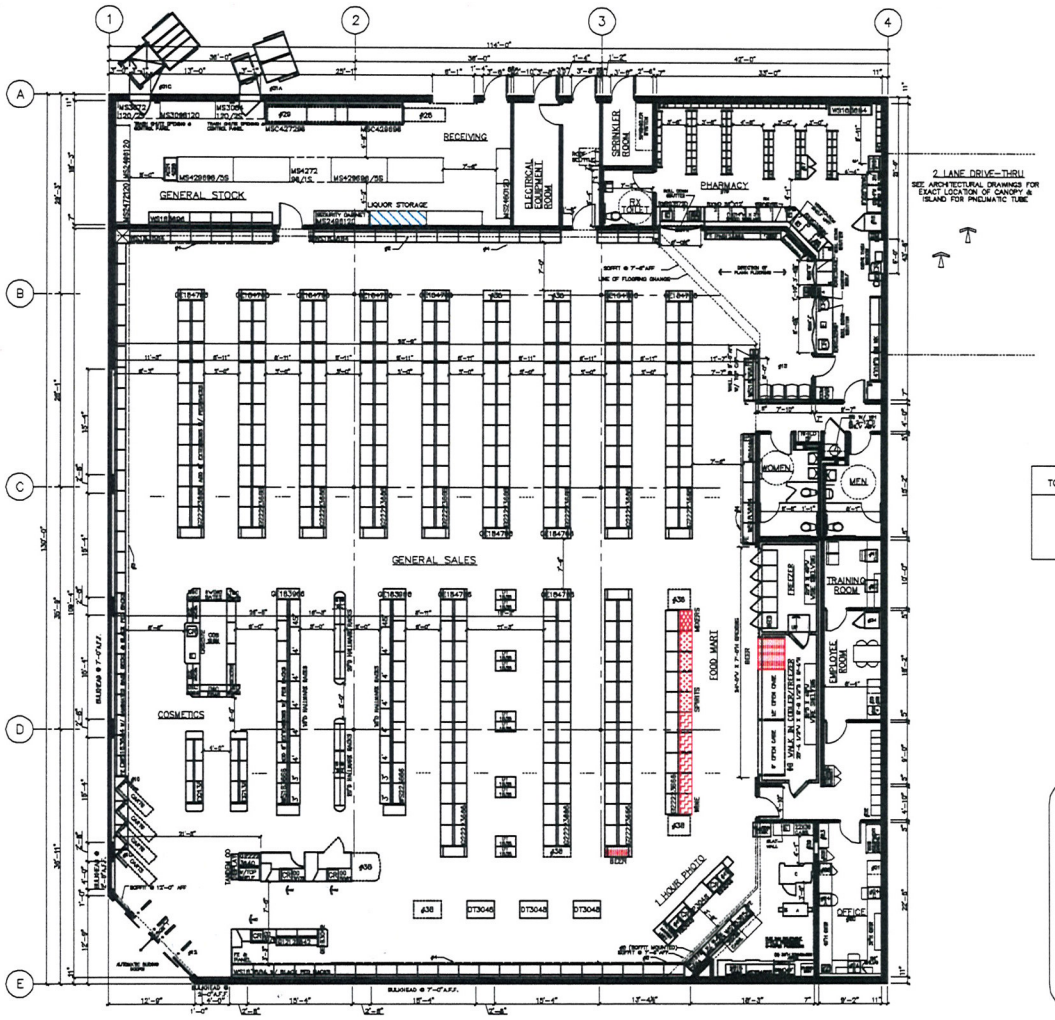
STORE NUMBER 07864

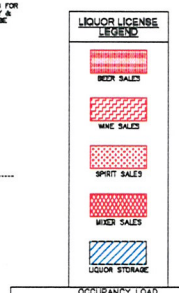
PROJECT NAME
WALGREENS STORE
7755 NORTH DURANGO DRIVE
LAS VEGAS, NV

DRAWING TITLE
LANDSCAPE PLAN - BEER & WINE

CADD PLOT: 07864-LA01-BW-16NOV09
VOID PLOT:
SUPERSEDES PLAN DATED:
SCALE: 1/20 =1'-0"
DRAWN BY: B. HESTER
DATE: 11/16/09
REVIEWED BY:
DRAWING
LA
OF

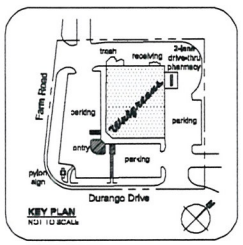
SUP-38211





OCCUPANCY LOAD
TOTAL OCCUPANCY: 442

TOTAL LIQUOR SQUARE FEET
TOTAL LIQUOR SALES: 73.2 SQ. FT.
TOTAL SALES: 9625 SQ. FT.
% SALES FLOOR DEVOTED TO LIQUOR = .76%



FOR REFERENCE ONLY; SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SALES AREA:
ALL AISLE AND AISLE MARKERS @ 10'-6" TO BOTTOM OF SIGN UNLESS OTHERWISE NOTED.
SIGN "L" LIQUOR / THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "BD" GREETING CARD SIGN
SIGN "U" DOWN / DOWN CHECKOUT LANE
SIGN "CA" CALIFORNIA ACCESSIBILITY SIGN. (9'-8" TO BOTTOM OF SIGN.)

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "Q" CONSULTATION WINDOW
SIGN "TX" T. & S.

ATTACH SIGNS TO UNDERSIDE OF CASED OPENINGS. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN, SCREW THREADED EYEBOLT INTO ANCHOR, HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. PLEASE PRODUCE PROPER A.D.A. CLEARANCES ON BOTH SIDES OF ALL DOORS
2. MIRROR ON REAR WALL
3. COSMETIC CORNICE
4. SALES AREA CORNICE (FIXTURE MOUNTED)
5. PHOTO CORNICE (FIXTURE MTD UNLESS NOTED)
6. CARPET TILES & DESIGN LINES FURNISHED AND INSTALLED BY WALGREENS (WHERE SHOWN)
7. MASTER-BILT ROACH'N REFRIGERATION: (PROVIDE 2" AIR SPACE BETWEEN COOLERS AND FREEZERS)
   OPEN PROFILE MEDIUM TEMP. COOLERS (ADD 7" AT EACH END, FOR END RAMP)
   A. ___ VO-96: 8'-0"W X 40.78"D
   B. ___ VO-48: 8'-0"W X 40.78"D
   MOPH RH-PNTI P96 RPACH-IN FRPP7RB (ADD 3" AT EACH END, FOR END RAMP)
   C. ___ SELF-CONTAINED: 16'-1 3/4"W X 38.94"D
8. MASTER-BILT WALK-IN COOLER: PROVIDE ___ FOOR COOLMASTER DOORS
   28 3/4" X 79" EACH AND
   9 #100PR FREEZERMASTER DOORS
   28 3/4" X 79" EACH BY ANTHONY
   A. ___ DOOR(S) FOR 2ND DOOR PROVIDE
   (7) ___ D 2CH-FLOW GRAVITY SHELVES; UPPER (5) W"H SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH JPRS1BTB
   B. ___ "OONAL" FOR 2ND DOOR PROVIDE (7) 28" D ANTHONY WIRE SHELVES AND (4) 84" TOWERS
   C. ___ DOOR(S): ___ D ROLLER CONVEYOR AT FLOOR LEVEL
   D. 5 DOOR(S): FOR EACH DOOR PROVIDE (6) 27"D ANTHONY SHELVES
   E. ___ DOOR(S): FOR EACH DOOR PROVIDE (2) 27" D ANTHONY SHELVES AND (4) 34"D MONOHALOIDE ENCLOSES
   F. ___ DOOR(S): ___ D DOUBLE DECK ROLLER CONVEYOR
9. ICE CHEST BY VENDOR
10. DART RAILINGS W 10' DISPLAY SHELF ABOVE
11. PROVIDE A 6FT CLACK VALVE BASE AT ALL CHECKOUTS
12. PLASTRONICS ARTICULATED PAYMENT SYSTEM

PHARMACY DEPARTMENT:
13. PATIENT SEATING AREA: (4) SEATS
14. PROVIDE 6'D SHELVING UNITS; BACK CLOTH ARE 8.6"X.40"
15. COMPUTER TERMINAL
   15A: INTERCOM PLUS TERMINAL
   15B: TRAINING TERMINAL (IN TRAINING ROOM)
16. RX BANK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER, RX UNDER COUNTER INSERTS:
   #1 - RX 2 DRAWER VAL INSERT
   #2 - RX 2 DRAWER FILE INSERT
   #3 - RX OPEN INSERT
   #4 - RX DUNBULLATUN COUNTER UNIT
   #5 - RX PRINTER INSERT
   #6 - RX 3 DRAWER FILE INSERT
   #7 - RX OPEN INSERT WITH CPU SHELF
   #8 - RX WILL CALL CABINET
   #9V - RX 2 DRAWER CABINET W BAG SHELF
   #9 - RX 10 DRAWER FILE CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALL COVERING
21. UNDER COUNTER SHELF UNIT
22. PRINTER
23. LATERAL FILE
24. OFFICE COMPUTERS
   24A: P.O.S. TERMINAL
   24B: ASHED TERMINAL
   24C: OFFICE P.C.
25. TILL LOCKER
26. SAFE
27. TV & VCR (IN TRAINING ROOM)

STOCKROOM:
28. VERT-FLEX CONVEYOR
29. SHAVELY CONVEYOR
30. POWER ROLLER CONVEYOR
31. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF COMPACTORS & COMPACTOR / TOTE ENCLOSURES
   31A: TRASH COMPACTOR
   31B: BALER
   31C: CARDBOARD COMPACTOR

EMPLOYEE ROOM:
32. EMPLOYEE LOCKERS: (3) COAT LOCKERS W/ PERFORATED DOORS, (6) 6 TIER BOX LOCKERS & (2) 2 TIER BOX LOCKERS W/ SAFETY VIEW DOORS
33. H.W. 3 X 20 EMPLOYEE COUNTER W/ (1) CABINET
34. EMPLOYEE ROOM REFRIGERATOR
   (PROVIDE 30" CLEARANCE NEXT TO COUNTER)
35. JANITORIAL ROOM SINK (IN COUNTER)
36. 5'-0" MIRROR CENTERED ON WALL ABOVE COUNTER

SPECIAL NOTES:
37. PROVIDE ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE DOOR & SHOES; CAD PANEL TO REMAIN
39. PROVIDE OPENING FOR ONE-WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR
41. PICTURE CAME PLUS TERMINAL

FIXTURE LEGEND

12 GONDOLA (DA SIDE)	1818 D.	36 W.	68" H.	ALL OTHER FIXTURES ARE TYPICALLY CALLED OUT DEPTH BY WIDTH, EXAMPLE:	
GS GONDOLA S/D	18 D.	36 W.	68" H.		
WS WALL SHLVG	18 D.	36 W.	84" H.	DT DISPLAY TABLE	30 D.	48 W.

*DOES NOT INCLUDE STANDARDS, WOOD GROUNDS OR FINISHED END PANELS

EXECUTIVE APPROVAL

	DATE
SENIOR VICE PRESIDENT FACILITIES DEVELOPMENT	
SENIOR VICE PRESIDENT STORE OPERATIONS	
VICE PRESIDENT STORE OPERATIONS	
REVIEWED BY:	G. SCRIMALI 04.01.03 / C. SCHUFFLER 04.01.03

PROTOTYPE

*A.D.A. DOOR CLEARANCES

*ACCESSIBLE REQUIREMENTS MAY VARY WITH LOCAL JURISDICTIONS

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
200 WILMOT ROAD
DEERFIELD, IL 60015-4816

PROJECT DATA

TYPE			
NEW LOCATION	■	GENERAL SALES	■
NEW LOCATION EXISTING BLDG	□	PHARMACY	■
REMODEL	□	LIQUOR	□
		FOOD MART	■
		SECURITY	□
		1 HOUR PHOTO	■
		24 HOUR STORE	□
		OTHER	□

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G	TOTAL NEW
GEN SALES	NEW	9625	1746	1270		12,641
	EXIST'G					
FOOD MART	NEW	/00				/00
	EXIST'G					
RX	NEW	840				840
	EXIST'G					
RX WAIT'G	NEW	204				204
	EXIST'G					
1 - OUR PHOTO	NEW	436				436
	EXIST'G					
LIQUOR	NEW					
	EXIST'G					
BSMT	NEW					
	EXIST'G					
2ND F.LOOR	NEW					
	EXIST'G					
TOTAL NEW		11,804	1746	1270		14,820
TOTAL EXIST'G						

TOTAL AREA: *FIRST* FLOOR 14,820 SQ.FT.
TOTAL AREA: OTHER LEVELS 0 SQ.FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS: 14,820 SQ.FT.
RX SHELVING LINEAL FEET: 117 SQ.FT.

FIXTURE MANUFACTURER

KECHLER MYERS ■ | MADSEN HUMANA □ | LOZIER LOCKIN □

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

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STORE NUMBER 07864

PROJECT NAME
WALGREENS STORE
(NEC) DURANGO & FARM
LAS VEGAS, NV

DRAWING TITLE
FIXTURE FLOOR PLAN

CADD PLOT: P07864-2106
VOID PLOT: P07864-2109
SUPERSEDES PLAN DATED: 11/06/03
SCALE: 1/8"=1'-0"
DRAWN BY: A.SUB
DATE: 03/24/04
REVIEWED BY:
DRAWING NO. D1
OF DWGS.

04-29-04
UPDATE PLANS TO MATCH OUTSIDE ANCHORING & DOOR OPENINGS AT TRADE WALL. UPDATE DIMENSIONS AND ADJUST RECEIVING WALL DIMENSION PER OUTSIDE AND RTTOT.

03-04-04
UPDATE ONE HOUR PHOTO TO SHOW FULL 3rd COUNTER. ADD 4 STALL GARTNELL AT FRONT ENTRANCE. ADD PLUSH VAL MP "DX PTS. A'D MS-4891R1 IN STOCKROOM.

11-24-2003
UPDATE PHARMACY TO LATEST PROTOTYPE AND ADD RX "OUT" AND 6" DOORZOOM. SPRINKLER RISER, FIRE CONNECTION, AND ROOF INLET TO ACCOMODATE RX "OUT".

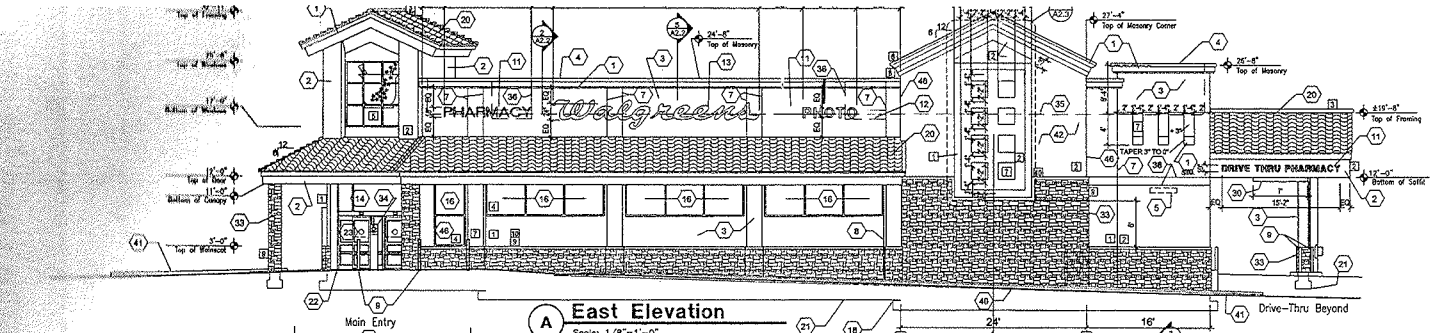
10-29-2003
UPDATE INTERIOR WALL THICKNESS TO 5½" FROM FINISH TO FACE OF STUD.

09-23-2003
UPDATE SCOPE TO 11/14/30 PROTOTYPE PER PROJECT MANUAL DATED.

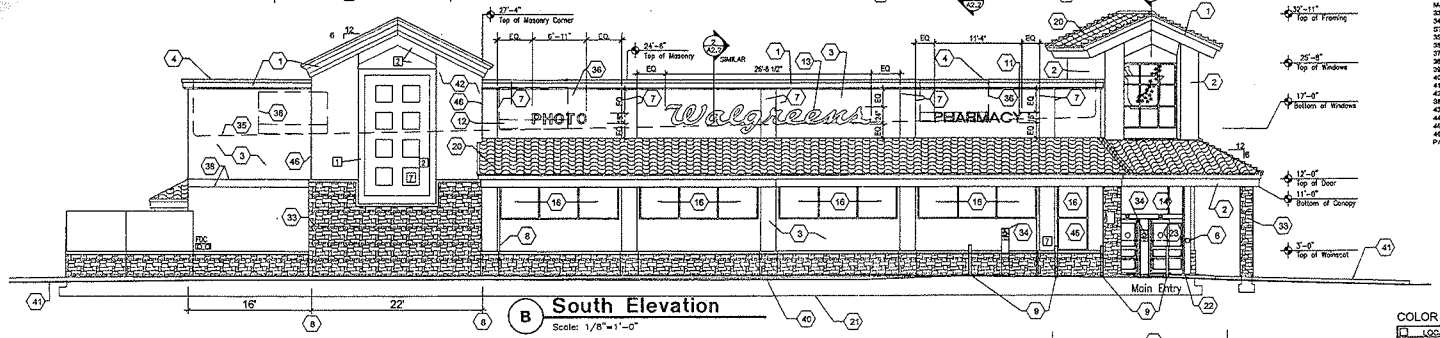
PROTOTYPE L114130 (09-21-2003)

MAY 06 2010

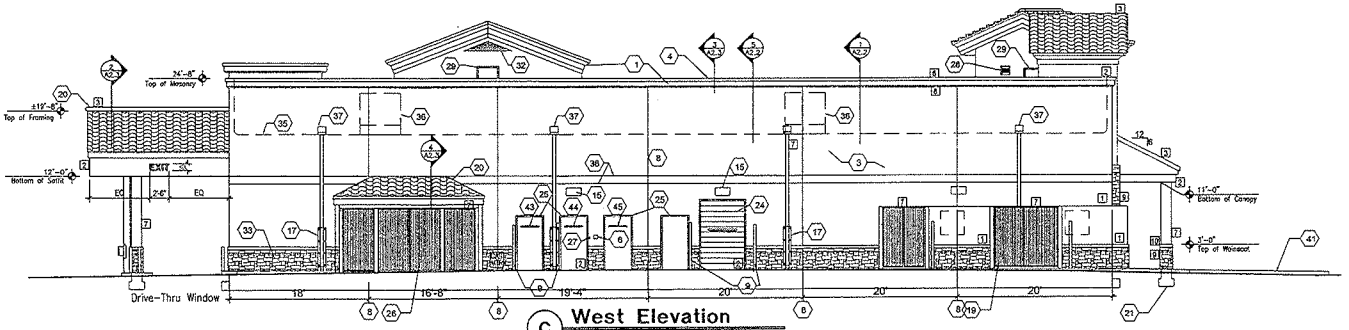
SUP-38211



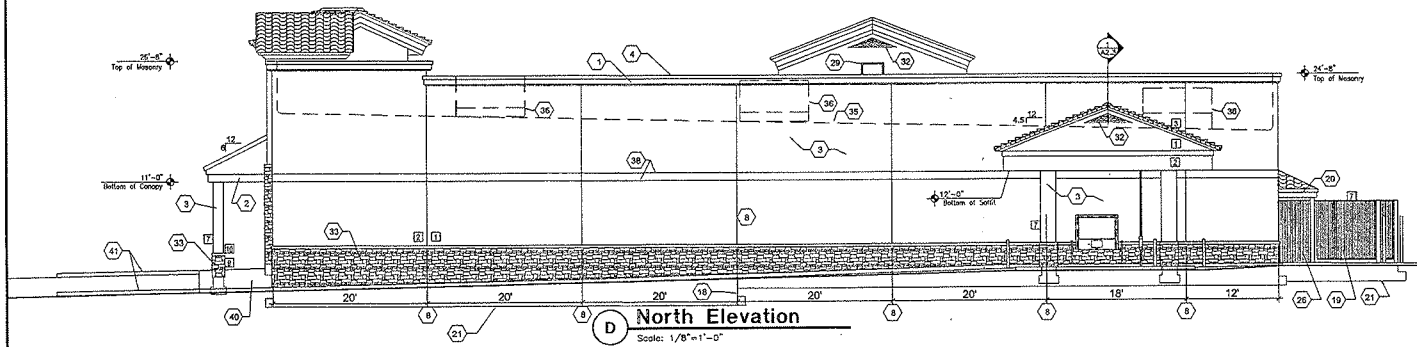
A East Elevation
Scale: 1/8"=1'-0"



B South Elevation
Scale: 1/8"=1'-0"



C West Elevation
Scale: 1/8"=1'-0"



D North Elevation
Scale: 1/8"=1'-0"

1. EIFS FINISH OVER FOAM CORNICE. MED. SAND FINISH. SEE 3/A2.3.
2. TWO-COAT STUCCO SYSTEM W/ ELASTOMERIC FINISH ON 20 GA LATH AND ASPHALT IMPREGNATED PAPER OVER 5/8" SHEATHING ON WOOD STUDS.
3. TWO COAT STUCCO SYSTEM WITH FIBERED BASECOAT AND ELASTOMERIC FINISH COAT OVER CMU.
4. PREFINISHED SHEET METAL COPING, GUTTERS AND DOWNSPOUT. COLOR TO MATCH UNA-CLAD "ALMOND". SEE 3/A2.3.
5. BUILDING ADDRESS NUMBERS PER CITY OF LAS VEGAS F.D. REQUIREMENTS.
6. APPROVED KEY BOX PER CITY OF LAS VEGAS F.D. MOUNT BOTTOM 4'-0" AFF.
7. CONTROL JOINT. KEENE #CJ16-3 OR EQ. ALIGN TO COLUMNS BELOW.
8. ALIGNED MASONRY + STUCCO (KEENE #CJ16-3 OR EQ.) EXPANSION JOINTS. SEE STRUCTURAL.
9. STEEL PIPE BOLLARDS. SEE DETAIL 6/A1.4.
10. RECEIVING AREA CONCRETE SLAB.
11. TENANT INDIVIDUAL LETTER INTERNALLY ILLUMINATED SIGN. SEE ELECTRICAL AND A5.2.
12. ALIGN BOTTOM OF SIGN WITH BOTTOM OF "W" OF WALGREENS SCRIPT SIGN. SEE DETAIL A5.2.
13. WALGREENS SCRIPT SIGN. SEE DETAIL A5.2.
14. AUTOMATIC SLIDING DOOR W/ FULL BREAK-AWAY PANELS (CBO REPORT #1086, FILING CAT.: EXITS (500)). SEE DETAIL 4/A2.2.
15. LIGHT FIXTURE. SEE ELECTRICAL. TYPICAL MOUNTING HEIGHT BOTTOM 10' A.F.F.
16. CLEAR ANODIZED STOREFRONT SYSTEM WITH 1" INSULATING GLAZING. SEE SPECIFICATIONS.
17. 1/8" THICK BENT STEEL PLATE ITO PROTECT DOWNSPOUT BOLTED TO MASONRY. CORE AROUND BULLNOSE. FINISH TO MATCH DOWNSPOUT. SEE DETAIL 5/A1.3.
18. STEP FOOTING. SEE STRUCTURAL.
19. COMPACTOR ENCLOSURE. SEE SHEET A1.4.
20. CONCRETE ROOF TILE ON (2) LAYERS 30# FELT. NAIL ALL TILES. SEE INSERT A2.3.
21. LINE OF FOUNDATION.
22. LINE OF FINISH FLOOR.
23. TEMPERED GLAZING. SEE DETAIL 6/A4.3.
24. STEEL ROLLING DOOR. PAINT.
25. HOLLOW METAL DOOR AND FRAME PAINT.
26. TOTE STORAGE ENCLOSURE. SEE SHEET A1.4.
27. DOOR BELL AT 48" AFF. SEE ELECTRICAL.
28. 12" X 18" WALL VENT WITH INSECT SCREEN. PAINT TO MATCH STUCCO.
29. ACCESS DOOR "R". SEE A4.3. FLUSH AND WEATHERPROOF SEAL TO WALL.
30. CLEARANCE BAR.
31. RAISE PAVING TO SIDEWALK LEVEL AT ACCESSIBLE PARKING. SEE CIVIL.
32. TRIANGULAR WEATHERPROOF GABLE VENT. 72"L W/ INTERIOR INSECT SCREEN. MATCH ROOF PITCH AND ACCENT COLOR #7.
33. CULTURED CONCRETE "LEDGESTONE" BY CULTURED STONE, OR EQUAL.
34. POST MOUNTED ACCESSIBLE PARKING SIGN PER CITY OF LAS VEGAS STANDARDS. SEE DETAIL 4/A1.4.
35. LINE OF ROOF BEYOND.
36. CONCEALED ROOFTOP MECHANICAL UNIT.
37. PREFINISHED COLLECTOR HEAD AND DOWNSPOUT. COLOR #6.
38. CORNER STUCCO EXPANSION JOINT. KEENE #20 OR EQ.
39. CLEAR ANODIZED STOREFRONT SYSTEM WITH 1/4" CLEAR PLATE GLAZING.
40. CONCRETE SIDEWALK. MAX SLOPES 2 % AND MAX SIDESLOPES 2 %. SEE CIVIL.
41. CONCRETE CURB AND PLANTER. SEE CIVIL AND LANDSCAPING.
42. TWO-COAT STUCCO SYSTEM W/ ELASTOMERIC FINISH ON 8" CMU DUMP-OUT. SEE STRUCTURAL.
43. DOOR SIGN. 1" HIGH WHITE HELV. MED. LETTERS: "SPRINKLER RISER ROOM"
44. DOOR SIGN. 1" HIGH WHITE HELV. MED. LETTERS: "EXIT-KEEP CLEAR"
45. DOOR SIGN. 1" HIGH WHITE HELV. MED. LETTERS: "ELECTRICAL ROOM"
46. CLEAR ANODIZED STOREFRONT SYSTEM WITH 1" INSULATED GLAZING. OUTER PANE TO BE LAMINATED SAFETY GLASS.

COLOR CHART

	LOCATION	COLOR
1	PRIMARY STUCCO	BM 951 LIGHT TAN
2	ACCENT STUCCO	BM 1032 MEDIUM TAN
3	ROOF	MONIER MISSION "S" STYLE "PINTO BLEND" 1MSSS 0689
4	GLASS	1" INSUL. TINTED, LOW E GLASS W/ CLEAR ANODIZED FRAMES
5	GLASS	1/4" CLEAR
6	PARAPET CAP	UNA CLAD "ALMOND"
7	ACCENT COLOR	SW 2001 "ROCKY COAST"
8	CORNICE	BM 1032
9	WAINSCOT BLOCK	CULTURED STONE - LEDGESTONE "MOJAVE # PR1014".
10	WAINSCOT CAP	CULTURED STONE WATERTABLE BLOCK-"MOJAVE"

MAY 06 2010

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONFI

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 07864

PROJECT NAME
WALGREENS STORE
7755 NORTH DURANGO
LAS VEGAS, NV

DRAWING TITLE
EXTERIOR ELEVATION - BEER & WINE

CADD PLOT: 07864-A21-BW-16NOV09	SCALE: 1/8"=1'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: B. HESTER	A2.1
SUPERSEDES PLAN DATED:	DATE: 11/16/09	
	REVIEWED BY:	OF [illegible]

TM MONDAY, 11/16/2009 10:53 AM

SUP-38211



SUP-38211 – APPLICANT: WALGREEN CO. - OWNER: PPLAND, LP
7755 NORTH DURANGO DRIVE

05/20/10



SUP-38211 – APPLICANT: WALGREEN CO. - OWNER: PPLAND, LP
7755 NORTH DURANGO DRIVE

05/20/10

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
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GREG J. CARLSON
ABIGAYLE F. DANG

OF COUNSEL
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY
WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

March 9, 2010

VIA FACSIMILE & HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RECEIVED
MAY 06 2010

RE: ***Application for Special Use Permit***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 7789 North Durango Drive. The location is currently operating and licensed as a drug store.

This location is zoned T-C (SC), Town Center/Service Commercial. The proposed sale of packaged liquor will not adversely affect nearby properties, as the business is centered on two thoroughfares, Durango Drive and El Capitan/Farm. The located is surrounded by other commercial uses and vacant land. The addition of packaged alcoholic beverages would constitute a very minor portion of Walgreens' overall business at this location. As the site is zoned for commercial use, the sale of alcoholic beverages is appropriate. The site also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at similar drug and retail grocery stores in Las Vegas, there would be no variable impact on other

SUP-38211

businesses by allowing Walgreens to sell alcohol for the convenience of its customers at this location.

Furthermore, Walgreen Co. is a well-established national company with shares traded on the New York Stock Exchange. The company has over 60 stores in southern Nevada that maintain a low impact on neighboring properties. Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales.

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 to allow for the addition of accessory "off-sale" packaged beer, wine, and liquor sales.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

RECEIVED
MAY 06 2010

SUP-38211

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8666 • FAX (775) 788-8682
CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4264 • FAX (202) 742-4265

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*ADMITTED IN CA ONLY
WRITER'S DIRECT DIAL NUMBER
(702)-383-8946
jrogers@lionelsawyer.com

June 25, 2010

VIA FACSIMILE & U.S. MAIL

Attn: City Clerk
City of Las Vegas
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

2010 JUN 25 P 1:39
RECEIVED
CITY CLERK

RE: ***Application for Special Use Permit - SUP-38211***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. to appeal the denial of the City of Las Vegas Planning Commission of SUP-38211 from June 24, 2010. The application was made for a Special Use Permit to allow the addition of accessory "off-sale" packaged beer, wine, and liquor at Walgreens on 7755 North Durango (APN #125-17-611-002). The Planning and Development Staff favorably recommended approval of the item. The neighbors were given sufficient notice of the application and opportunity to oppose the item at the Planning Commission hearing. However, there were no persons who appeared at the meeting to voice any concerns.

Also, the location meets all separation requirements to schools, churches, and daycare facilities. The Walgreens site is zoned for commercial use and is located along the major thoroughfare of Durango Drive within a smaller commercial complex. Moreover, there is a large commercial complex across Durango Drive. The site is adequately buffered from residential areas by commercial properties and public rights-of-way. Accordingly, the addition of alcohol would be compatible with the area.

Please let me know if you have any questions or require additional information.

Attn: City Clerk
June 25, 2010
Page 2

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

RENO OFFICE, 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8666 • FAX (775) 788-8682
CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE 101 CONSTITUTION AVENUE NW, SUITE 900 • WASHINGTON, DC 20001 • (202) 742 4264 • FAX (202) 742 4265

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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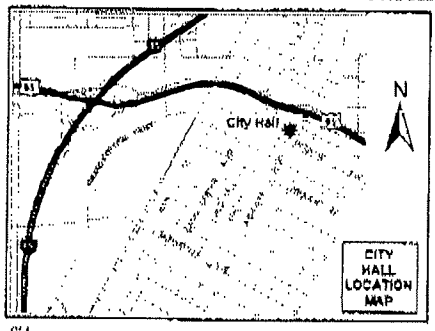

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38211
City Council Meeting of 7/21/2010

JONES FREDERICK S & SHIRLEY Y
7705 KIOWA POINTE ST
LAS VEGAS NV 89131-4615

APN#12516210002

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2010 JUL 13 A 11:34

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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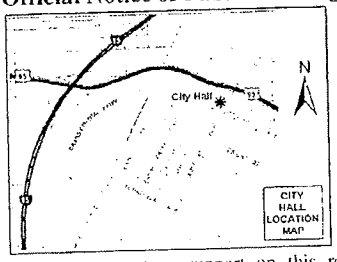

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38211
City Council Meeting of 7/21/2010

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CITY CLERK
2010 JUL 12 P 12:26

KNORR DAVID G & PATRICIA A
266 S CENTER ST
ORANGE CA 92866-2075

APN#12517525007

Jul 12 10 11:52a Dave and Pa 714)744-8466 p.2

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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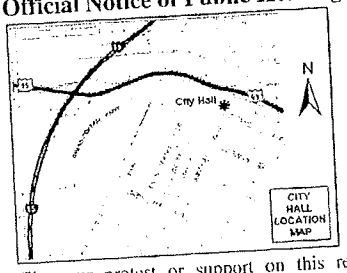

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38211

City Council Meeting of 7/21/2010

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2010 JUL 12 P 12:26

KNORR DAVID G & PATRICIA
266 S CENTER ST
ORANGE CA 92866-2075

APN#12517512003

Jul 12 10 11:52a Dave and Pa 7141744-8466 p.1

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2010 JUL 12 A 8:00

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400 Stewart Avenue
Las Vegas, Nevada 89101

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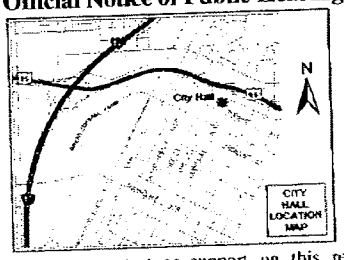

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38211

City Council Meeting of 7/21/2010

WILSON WILLIAM M & JENNIFER K
8540 GRACIOUS PINE AVE
LAS VEGAS NV 89143-4610

APN#12517510004

ENCLOSED $1.43

07/10/2010 SAT 19:37 [TX/RX NO 8056] 0001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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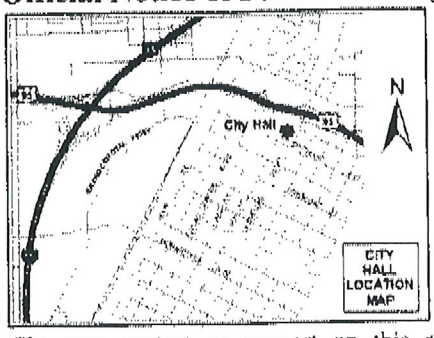


If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38211

Planning Commission Meeting of 6/24/2010

Case: SUP-38211
12516210002
JONES FREDERICK S & SHIRLEY Y
7705 KIOWA POINTE ST
LAS VEGAS NV 89131-4615

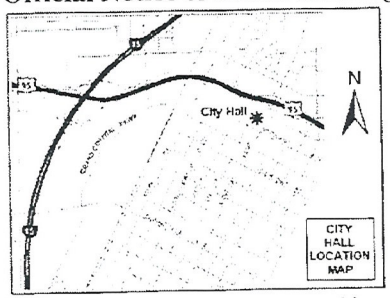
RECEIVED
JUN 16 2010

12P

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-38211

Planning Commission Meeting of 6/24/2010

Case: SUP-38211
12517512003
KNORR DAVID G & PATRICIA
266 S CENTER ST
ORANGE CA 92866-2075

RECEIVED
JUN 14 2010

12A

Jun 14 10 02:20p Dave and Pa 7141744-8466 p.1

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: *SUP-38211 - APPLICANT: WALGREEN CO. - OWNER: PPLAND, LP*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JUNE 24, 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 *JUNE 23, 2010*.

[signature] 6/22/10.

Signature Date

Rebecca Lidskin

Please Print Name

Walgreen Co.

Company Name

RECEIVED
JUN 22 2010

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

Submitted after final agenda
Date 6/22/10 Item 12

2c

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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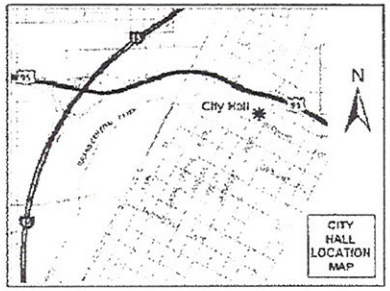
Official Notice of Public Hearing



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-38211

Planning Commission Meeting of 6/24/2010

Case: SUP-38211

12517611003
7785 NORTH DURANGO L L C
314 GRAND ST
NEW YORK NY 10002-4502

RECEIVED
JUN 18 2010

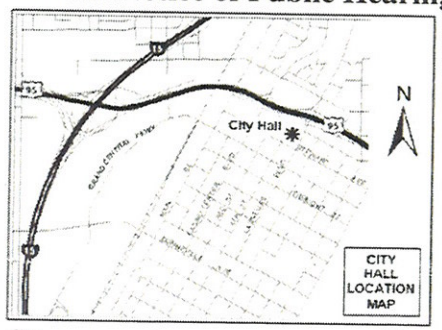
Submitted after final agenda
Date 6/18/10
Item 12R

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 JUN 11 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38211

Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 16 2010

Case: SUP-38211

12517518009
QUINN JERRY C & DIANA L
8716 GRAND PINE AVE
LAS VEGAS NV 89143-1356

Submitted after final agenda
Date
Item #2P

City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

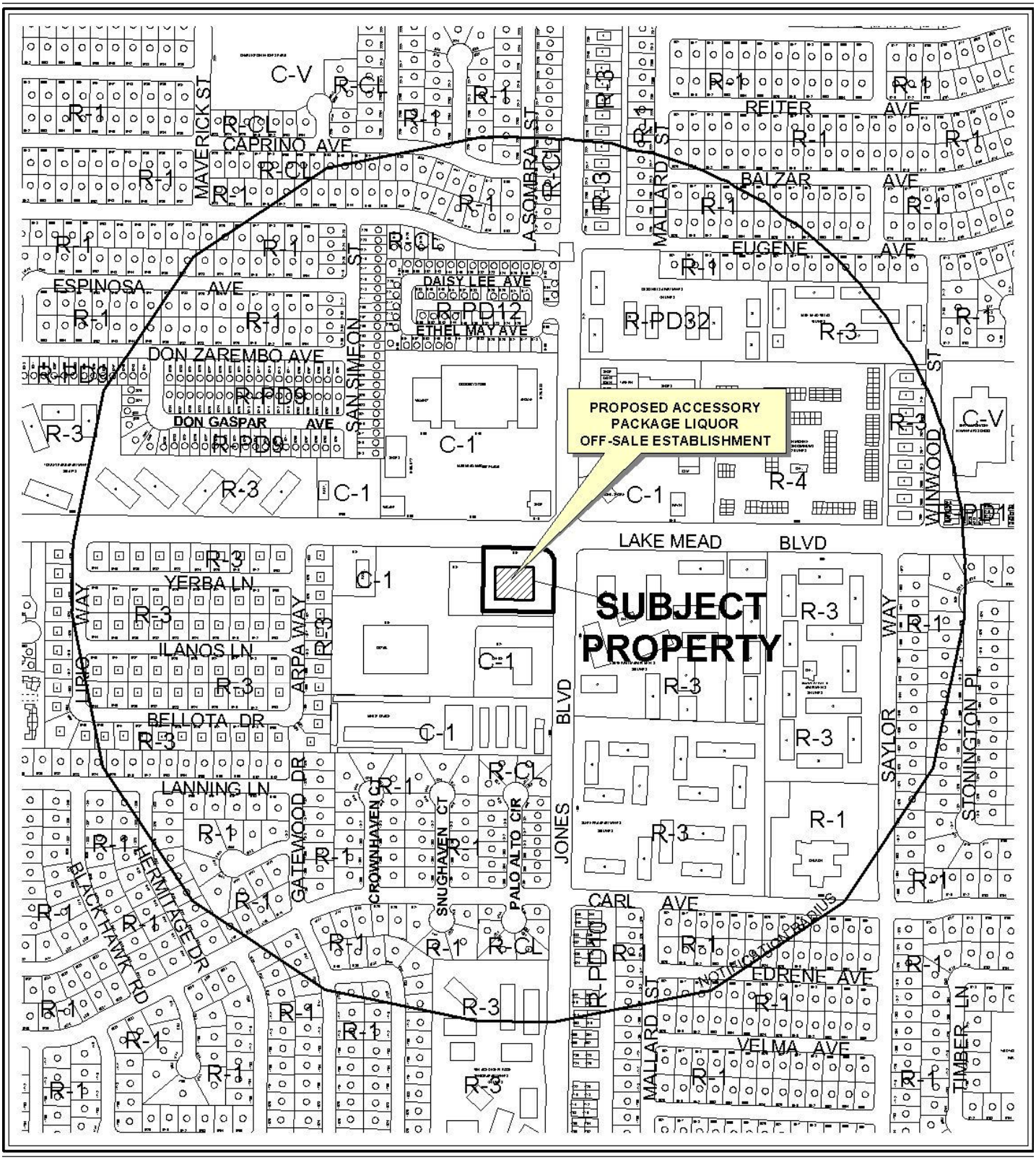
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38240 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WALGREEN CO. - OWNER: F. QUENTIN BROWN - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE USE WITHIN AN EXISTING 13,905 SQUARE-FOOT RETAIL ESTABLISHMENT at 6101 West Lake Mead Boulevard (APN 138-23-702-003), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

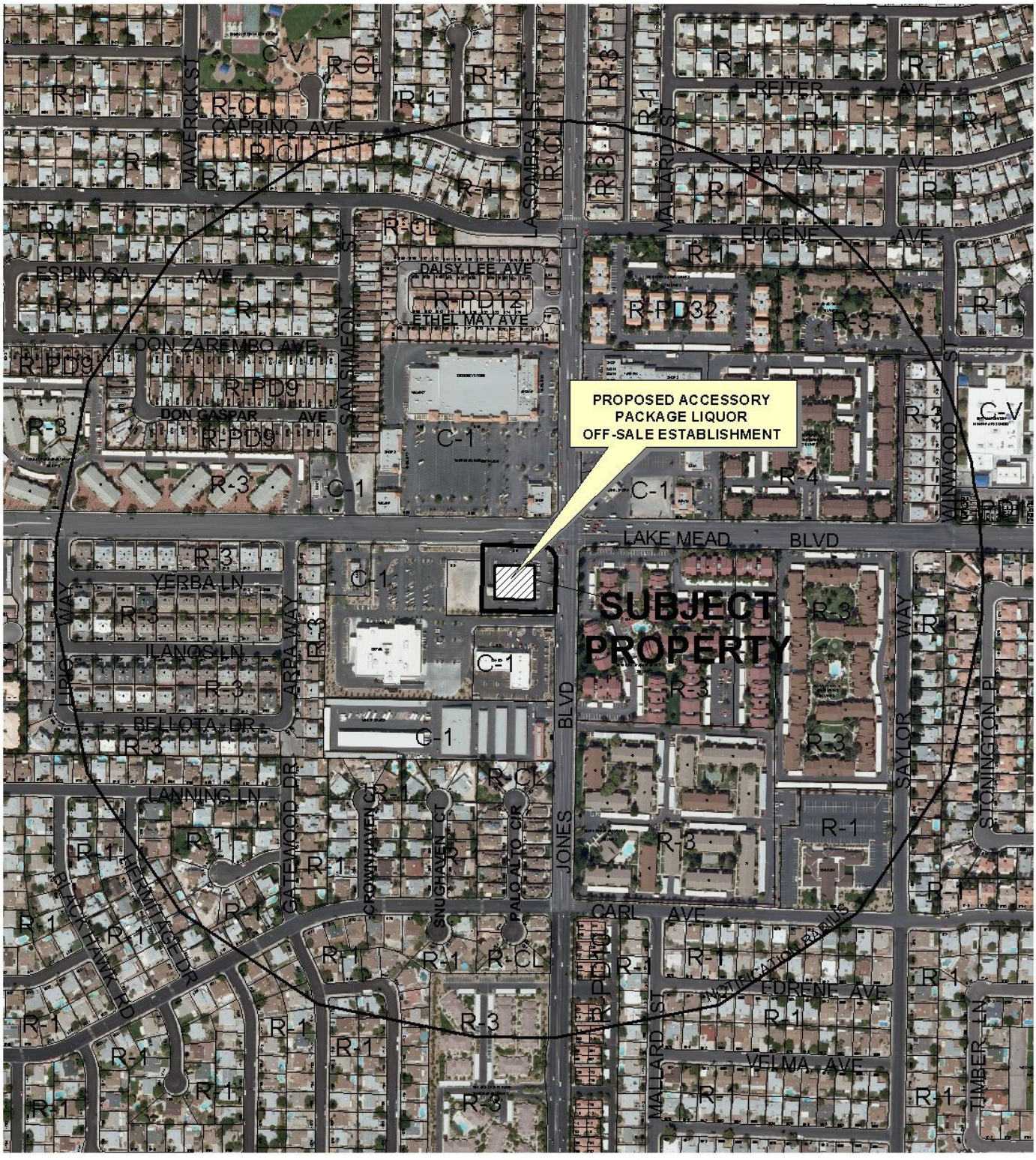
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter Submitted by Jennifer Roberts (Lionel Sawyer & Collins)
7. Support Postcards
8. Backup referenced from the June 24, 2010 Planning Commission Meeting for SUP-38240



CASE: **SUP-38240**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



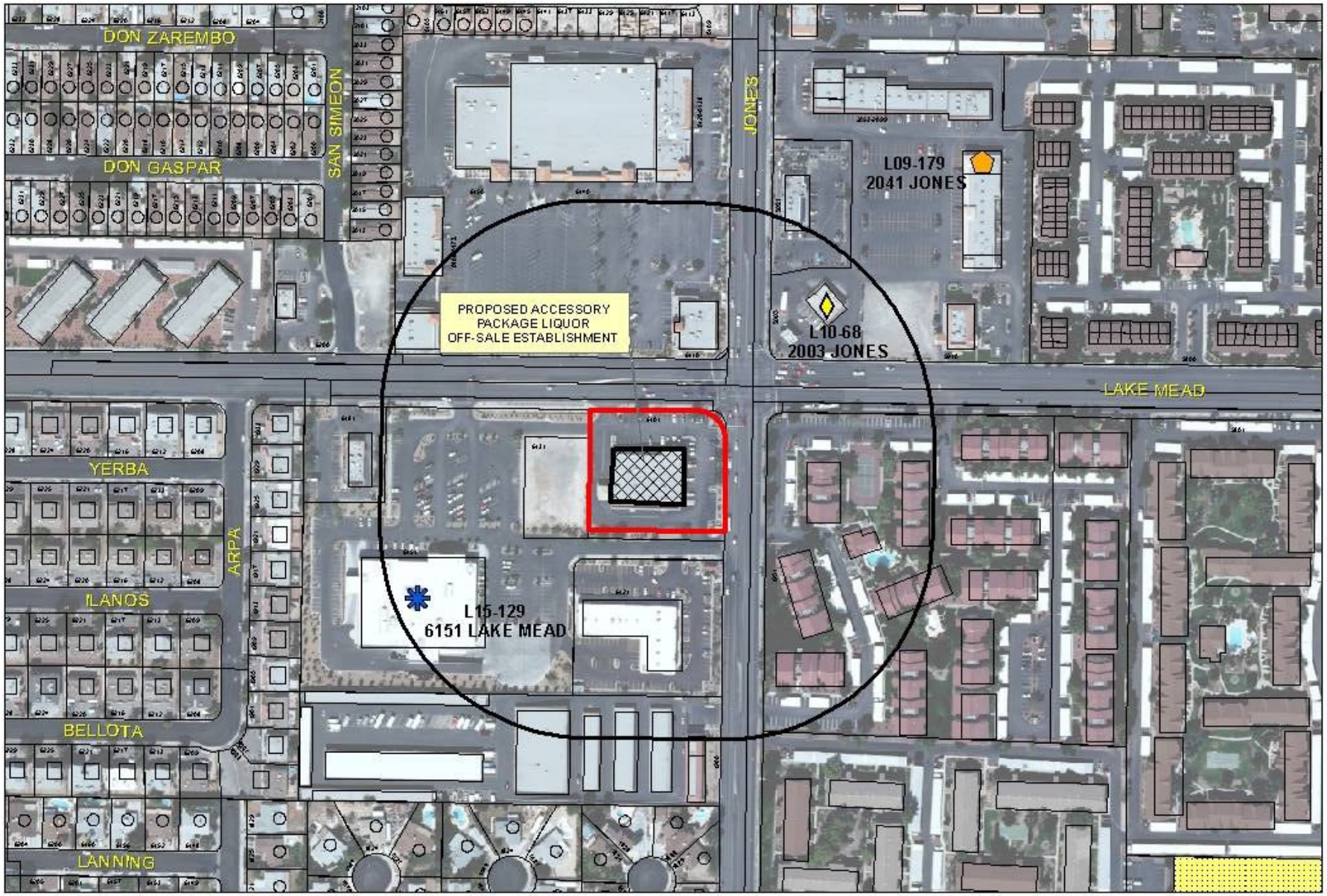
0 500 1000 Feet

CASE: **SUP-38240**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-38240

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 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. – OWNER: F. QUENTIN BROWN

** STAFF RECOMMENDATION(S) **

The Planning Commission (5-2 vote) recommends DENIAL. Staff Recommends APPROVAL, subject to conditions:

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38240	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-38240 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void two years 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. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. The sale of alcoholic beverages is ancillary to the retail use and in which no more than 79 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages as shown on the floor plan date stamped 05/10/10.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 79 square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 13,905 square-foot General Retail Store at 6101 West Lake Mead Boulevard. This location does not have any churches, schools, child care facilities or city parks within the required 400-foot distance separation radius. The proposed use will not add parking beyond that which is required for the principal use on the site. No more than 10 percent of the retail floor space is devoted to beer and wine sales. The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties. For all of these reasons, staff recommends approval. If this request is denied, no alcoholic beverages may be sold on the premise without approval of another Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/20/85	The City Council approved a request for Reclassification of property (Z-0096-84) generally located on the southwest corner of Lake Mead Boulevard and Jones Boulevard, from R-E (Residence Estates), to C-1 (Limited Commercial). The Planning Commission and staff recommended approval.
06/18/86	The City Council approved a Reinstatement and Extension of Time [Z-0096-84(2)] on the property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The Extension of Time expired on May 27, 1987.
06/03/87	The City Council approved a Reinstatement and Extension of Time [Z-0096-84(3)] on the property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The second Extension of Time expired on May 27, 1988.
04/20/88	The City Council approved a third Extension of Time [Z-0096-84(4)], on the property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The third Extension of Time expired on May 27, 1989.
07/14/88	The City Council approved a Plot Plan and Building Elevation Review [Z-0096-84(5)] for mini-storage units on property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning and Development staff recommended approval.

05/23/89	The applicant withdrew a request for Extension of Time [Z-0096-84(6)], due to the fact that a Certificate of Occupancy was issued for a mini-storage facility on the southerly portion of the overall site on property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard.
07/02/90	The City Council approved a Reinstatement and Extension of Time [Z-0096-84(7)] on property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The fourth Extension of Time expired on May 27, 1991
08/07/91	The City Council approved a Reinstatement and Extension of Time [Z-0096-84(8)] on property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The fifth Extension of Time expired on August 7, 1992.
02/03/93	The City Council approved a Reinstatement and Extension of Time [Z-0096-84(9)] on property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The sixth Extension of Time expired on February 3, 1994.
02/07/94	The City Council approved an Extension of Time [Z-0096-84(10)] on property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The seventh Extension of Time expired on February 3, 1995.
01/13/95	The City Council approved an Extension of Time [Z-0096-84(11)] on property located on the southwest corner of Lake Mead Boulevard and Jones Boulevard. The Planning Commission and staff recommended approval. The Eight Extension of Time expired on February 3, 1996.
10/25/95	The Planning Commission approved a request for a Plot Plan and Building Elevation Review [Z-0096-84(12)] for a proposed drug store on property located on the southwest corner of Lake Mead and Jones Boulevard. The Planning and Development staff recommended approval.
06/24/10	The Planning Commission (5-2 vote/rt,gf) recommended DENIAL (PC Agenda Item #14/rg).

Most Recent Change of Ownership	
03/03/98	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/16/96	A building permit (#96393463) was issued for a General Retail Store at 6101 West Lake Mead Boulevard. The project was completed on 08/20/96.
08/22/96	A business license (D11-00138) was issued for a Drug Store at 6101 West Lake Mead Boulevard. The license is currently active.
09/12/96	A business license (C05-01774) was issued for a Tobacco Dealer at 6101 West Lake Mead Boulevard. The license is currently active.
07/18/08	A business license (Q04-00076) was issued for a Pharmacy at 6101 West Lake Mead Boulevard. The license is currently active.

Pre-Application Meeting	
04/13/10	A pre-application meeting was held where elements of submitting a Special Use Permit for a Retail Establishment with Accessory Package Liquor Off-Sale were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • The site does not have any churches, school, child care facilities or city parks within the required 400-foot distance separation radius. • The maximum area devoted for the sale of alcoholic beverages shall be no more than 10 percent of the retail floor area.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/20/10	An "A" frame sign was observed at the front entrance to the building.

Details of Application Request	
Site Area	
Net Acres	1.36

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Grocery Store Office	SC (Service Commercial)	C-1 (Limited Commercial)
East	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Grocery Store	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A

RG

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Plot Plan and Building Elevation Review [Z-0096-84(12)], 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	13,905 SF	1/500 SF	28		74		
TOTAL SPACES REQUIRED			28		74		
TOTAL (With Handicapped)			26	2	70	4	Y*

**The subject site is parking impaired, per Title 19.10.010. The proposed use does not increase the number spaces required at the site.*

ANALYSIS

This is a request for a Special Use Permit for a 79 square-foot Accessory Package Liquor Off-Sale use within an existing 13,905 square-foot General Retail Store. This site location does not have any churches, schools, child care facilities or city parks within the required 400-foot distance separation radius. No additional parking beyond that which is required for the principal use on the site is required as a result of the addition of the use. The sale of alcoholic beverages is ancillary to the retail use, and 79 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages. The proposed use meets minimum requirements of Title 19.04 and can be conducted in a manner that is harmonious and compatible with the surrounding uses; staff therefore recommends approval of this request.

FINDINGS (SUP-38240)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Retail Establishment with Accessory Package Liquor Off-Sale use will be located within the existing General Retail Store. The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for a Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use on site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Lake Mead Boulevard, a 100-foot Primary Arterial and Jones Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Retail Establishment with Accessory Package Liquor Off-Sale use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use will be located within an existing Retail Establishment and complies with the minimum Special Use Permit requirements. The use will devote 79 square feet of the floor space within the existing General Retail Store for the sale of alcoholic beverages and meets distance separation requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 532 (By City Clerk)

APPROVALS 3

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38240** APN: 138-23-~~618-002~~ 702-003 JL

Name of Property Owner: F. QUENTIN BROWN SR. F. QUENTIN BROWN JR., ROSS S. BROWN

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Sawyer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: F. QUENTIN BROWN
ON BEHALF OF BROWN FAMILY

Subscribed and sworn before me

This 3 day of November, 2009

_____
Notary Public in and for said County and State

"OFFICIAL SEAL"
S. Bekerman
Notary Public, State of Illinois
My Commission Expires 02/13/2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 6101 West Lake Mead

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 138-23-~~618-002~~ 702-003 **Ward #** 5

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 F Quentin Brown, Sr., F Quentin Brown, JR Ross S. Brown **Contact** F. Quentin Brown, Jr.

Address Brown + Brown Investments P.O. Box 42 **Phone:** none **Fax:** none

City Deerfield **State** IL **Zip** 60015

E-mail Address none

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name F. QUENTIN BROWN ON BEHALF OF BROWN FAMILY

Subscribed and sworn before me

This 3 day of November, 2009.

_____ S Bekerman

Notary Public in and for said County and State

"OFFICIAL SEAL"
S. Bekerman
Notary Public, State of Illinois
My Commission Expires 02/13/2010

FOR DEPARTMENT USE ONLY

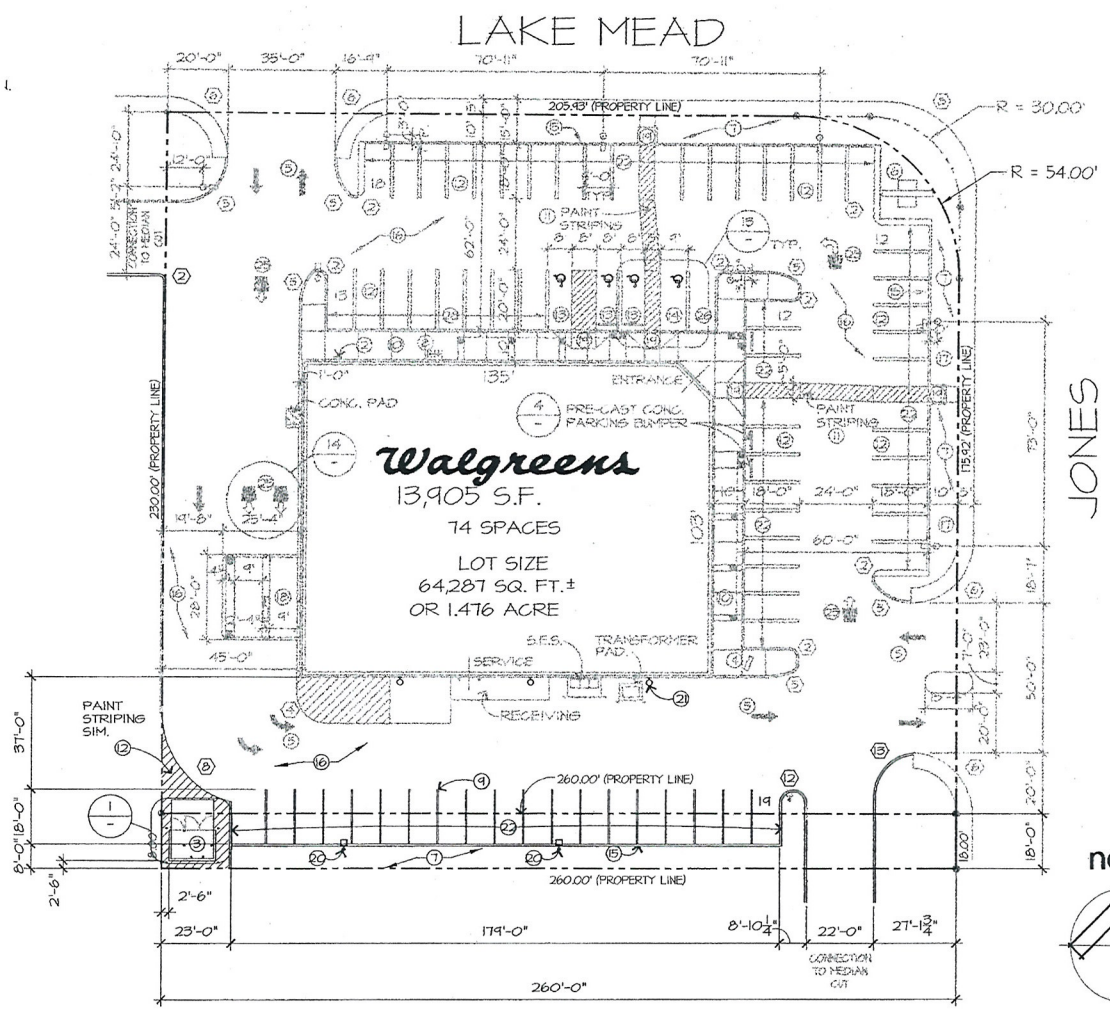
Case #	SUP-38240
Meeting Date:	6/24/2010
Total Fee:	1280
Date Received:*	5/18/2010
Received By:	MMY

*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

3841



north

SITE PLAN

0 30 60 120

SCALE: 1"= 30'-0"

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03841

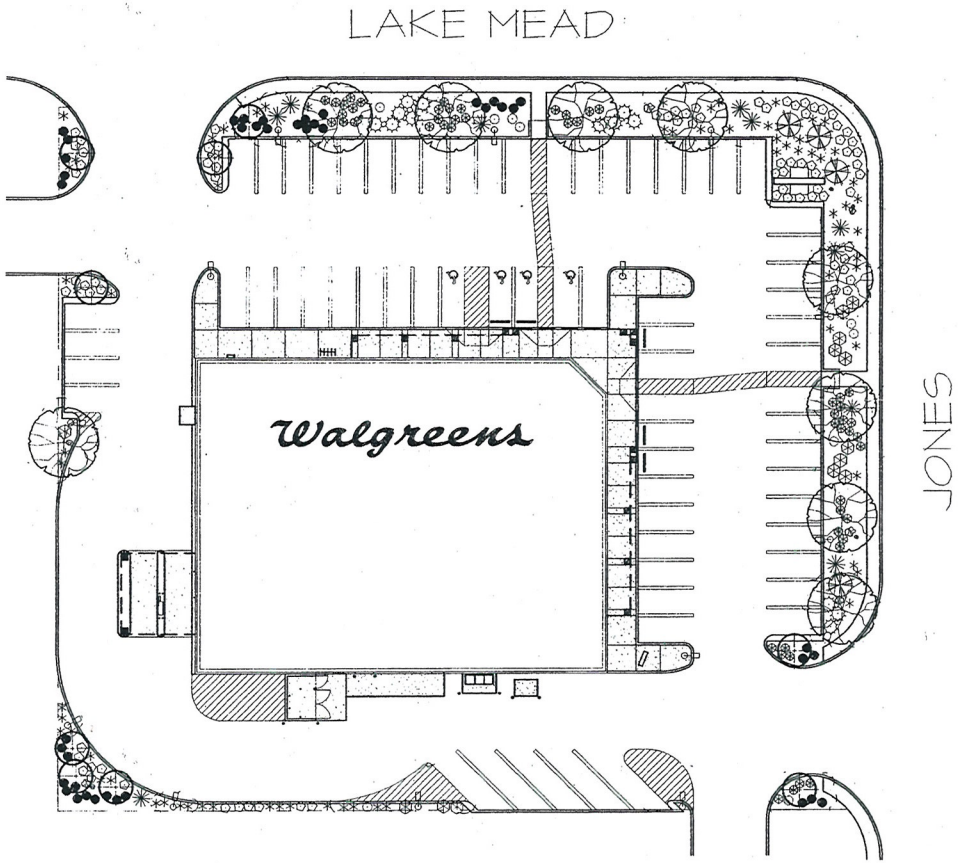
PROJECT NAME
WALGREENS STORE
6101 W LAKE MEAD
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT: 03841-A01-BW-13NOV09	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COB	A0.1
SUPERSEDES PLAN DATED:	DATE: 11-13-09	
	REVIEWED BY:	OF DWGS

RECEIVED
MAY 10 2010

SUP-38240



LANDSCAPE PLANTING PLAN

SCALE: 1" = 20'-0"

625-PL

NORTH

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

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STORE NUMBER 03841

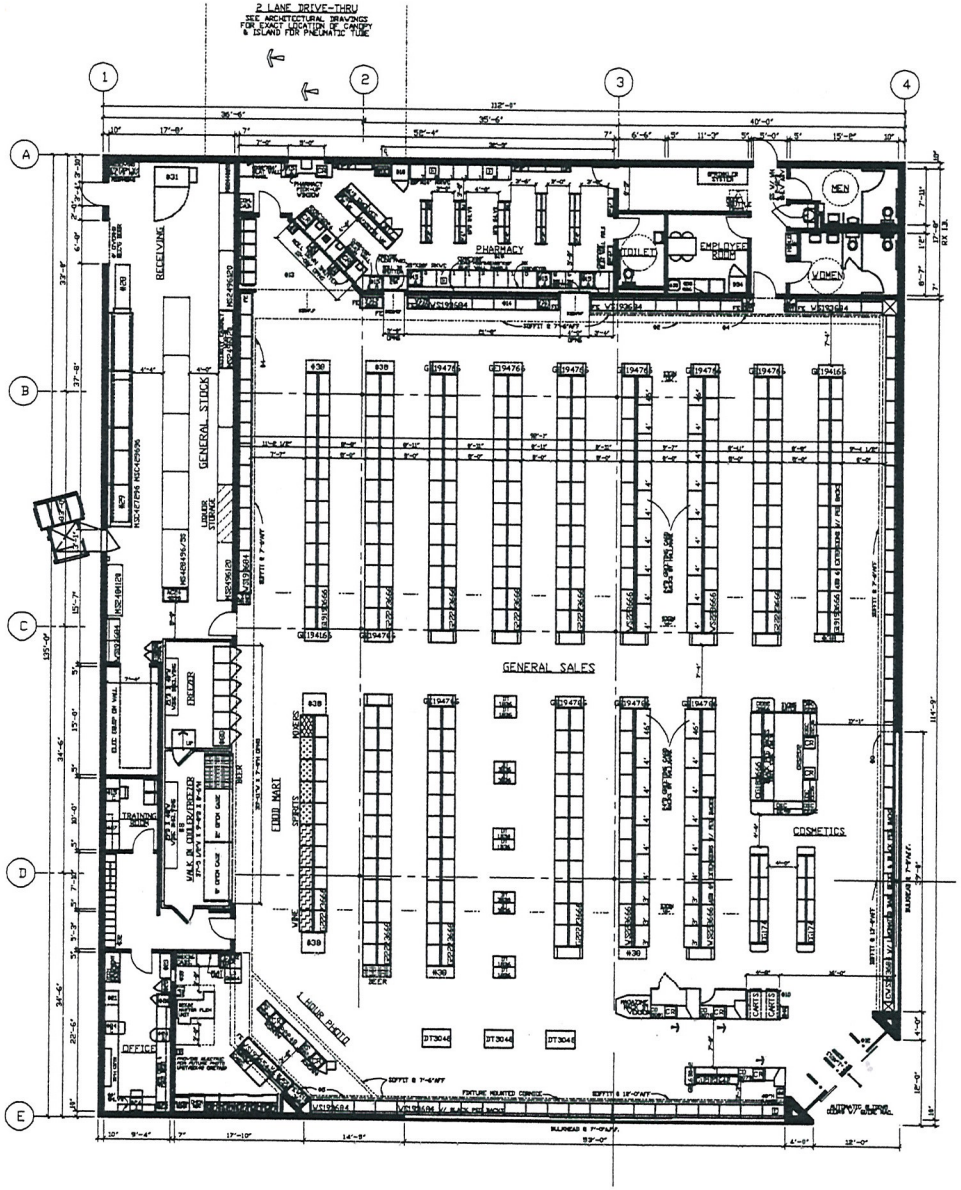
PROJECT NAME
WALGREENS STORE
6101 W LAKE MEAD
LAS VEGAS, NV

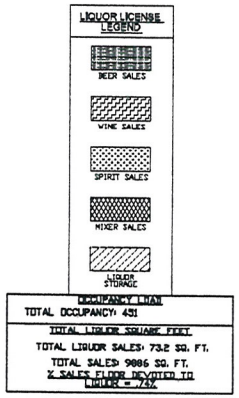
DRAWING TITLE
LANDSCAPE PLAN

CADD PLOT: 03841-L1-BW-13NOV09	SCALE: 1"=20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COS	L1
SUPERSEDES PLAN DATED:	DATE: 11-13-09	
	REVIEWED BY:	OF DWGS.

RECEIVED
MAY 10 2010

SUP-38240



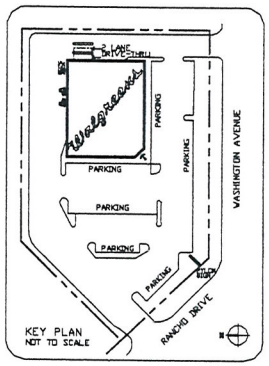


OCCUPANCY LOAD

TOTAL OCCUPANCY: 431

TOTAL LIQUOR SQUARE FEET

TOTAL LIQUOR SALES: 73.2 SQ. FT.
TOTAL SALES: 9086 SQ. FT.
% SALES FLOOR DEVOTED TO LIQUOR = .7%



FOR REFERENCE ONLY: SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SALES AREA:
ALL SIGNS AND AISLE MARKERS @ 12'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "L" LIQUOR / THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARD SIGN
SIGN "SB" SAN BRUNO CHECKOUT LANE #
SIGN "N" SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS

SIGN "-" PICK UP PRESCRIPTIONS
SIGN "X" DROP OFF PRESCRIPTIONS
SIGN "Q" CONSULTATION WINDOW
SIGN "TA" T. A. S.

ATTACH SIDES TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER, CHECKOUT COUNTERS ARE 34"H UNLESS OTHERWISE NOTED
2. MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. SALES AREA CORNICE
5. PHOTO CORNICE
6. CANDY SHELF
7. MASTER-BILT REACH-IN REFRIGERATION (PROVIDE 2" AIR SPACE BETWEEN COOLERS AND FREEZERS)
   OPEN FRONT, MEDIUM TEMP. COOLERS (ADD 2" AT EACH END, FOR END PANELS)
   A. 1 MD-66 6'-0"V X 4'6 7/8"D
   B. 2 MD-08 8'-0"V X 4'2 7/8"D
   MODEL RCL-ENDLESS REACH-IN FREEZERS (ADD 2" AT EACH END, FOR END PANELS)
   C. 1 RCL-5-24 10'-1 3/8"V X 3'8 3/4"D
8. MASTER-BILT WALK-IN COOLER - PROVIDE
   --- #1008R COOLMASTER DOORS
   05 3/4" X 7'3" EACH AND
   6 #1008R FREEZERMASTER DOORS
   06 3/8" X 7'3" EACH BY ANTHONY
   A. __ DOOR(S) FOR EACH DOOR PROVIDE (7) __'D BEV-D-FLOW GRAVITY SHELVES, (2) ON WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS
   B. __ DOOR(S) FOR EACH DOOR PROVIDE (7) 86"D ANTHONY WIRE SHELVES AND (4) 84" POSTS
   C. __ DOOR(S) __'D ROLLER CONVEYOR AT FLOOR LEVEL
   D. 6 DOOR(S) FOR EACH DOOR PROVIDE (8) 87"D ANTHONY SHELVES
   E. __ DOOR(S) FOR EACH DOOR PROVIDE (2) 27"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
   F. __ DOOR(S) __'D DOUBLE DECK ROLLER CONVEYOR
9. ICE CHEST BY VENDOR
10. RAILINGS TO BE 40"H DOUBLE LINE RAILS W/ DISPLAY PLATFORM ABOVE
11. PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX VAULTING ROOM W/ 4"H LAMINATE WAINSCOT (LAMINATE BY FIXTURE MANUFACTURER)
   (3) SEATS
   (1) TABLE LAMP (WHEN SHOWN)
   (1) MAGAZINE RACK: LOCATE AT 42" AFF
14. FIXED GLASS PANEL OPENINGS (SEE ARCH DWGS)
15. COMPUTER TERMINAL
   15A: INTERCOM PLUS TERMINAL
   15B: INTERCOM TERMINAL
   15C: TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER. RX UNDERCOUNTER INSERTS
   #1 - RX 2 DRAWER WIRL INSERT
   #2 - RX 3 DRAWER FILE INSERT
   #3 - RX 2 DRAWER FILE INSERT
   #4 - RX OPEN INSERT
   #5 - RX SHELF INSERT
   #6 - RX PRINTER CABINET
   #7 - RX 3 DRAWER FILE INSERT
   #8 - RX OPEN INSERT WITH CPU SHELF
   #9 - RX WIRL CABINET
   #9 - RX 13 DRAWER FILE CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
   24A: POS TERMINAL
   24B: AS400 TERMINAL
   24C: STAFFWORKS TERMINAL
25. TILL LOCKER
26. SAFE
27. TV & VCR (IN TRAINING ROOM)

STOCKROOM
28. WEST-A-FLEX CONVEYOR
29. GRAVITY CONVEYOR
30. POWER ROLLER CONVEYOR
31. SALES

EMPLOYEE ROOM
32. EMPLOYEE LOCKERS: (1) 7'V & (1) 6'V X 18"D
33. 8'-0"V X 2'D EMPLOYEE COUNTER W/ CABINETS
34. EMPLOYEE ROOM REFRIGERATOR
35. EMPLOYEE ROOM SINK (IN COUNTER)
36. 8'-0" MIRROR ON WALL ABOVE COUNTER

MISCELLANEOUS:
37. 6" - ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE DECK & SHOES) (END PANEL TO REMAIN)
39. PROVIDE OPENING FOR ONE WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR

FIXTURE LEGEND

G	1810	36	66	H	GONDOLA D. W. H. (DA SIDE)
GE	18	39	66	H	GONDOLA D. W. H. (END)
VS	18	36	84	H	VERT. SLAT W. D. H.
VSEW	18	36	84	H	VERT. SLAT W. D. H.
DT	30	48			DISPLAY TABLE D. W.

ALL OTHER FIXTURES ARE TYPICALLY CALLED OUT DEPTH BY WIDTH. EXAMPLE

ALL FIXTURES ARE STANDARD WOOD GROUNDS AND PANELS

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS		
SR. VICE PRESIDENT FACILITIES DEVELOPMENT		
SR. VICE PRESIDENT DRUG STORE OPERATIONS		
SR. MANAGER PLANNING & DESIGN	J. MARK	4-12-00

PROTOTYPE

Walgreens

FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL
847-940-2500 60015

PROJECT DATA

TYPE		GENERAL SALES	FOOD MART
NEW LOCATION		PHARMACY	SECURITY
REV LOCATION EXISTS BLT		LIQUOR	24 HR STORE
REMODEL		1 HR PHOTO	

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G	TOTAL NEW
GEN SALES	NEW	9086	1735	1343		12,964
	EXIST					
FOOD MART	NEW	700				700
	EXIST					
RX	NEW	799				799
	EXIST					
RX WAIT'G	NEW	185				185
	EXIST					
LIQ	NEW					
	EXIST					
1 HR PHOTO	NEW	435				435
	EXIST					
BSMT	NEW					
	EXIST					
2ND FLOOR	NEW					
	EXIST					
TOTAL NEW		18,005	1735	1343		15,083
TOTAL EXIST						

TOTAL AREA: FIRST FLOOR 15,083 SQ. FT.
TOTAL AREA: OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS 15,083 SQ. FT.
RX SHELVING LINEAL FEET 85 LIN. FT.

FIXTURE MANUFACTURER

KIECHLER/ MYERS	MAIDY/ MYERS	LOZIER/ MYERS	DARLING/ DARLING

REVISIONS

NO.	DATE	BY	DESCRIPTION

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

PROJECT NAME

SEC RANCHO & WASHINGTON
LAS VEGAS, NEVADA

DRAWING TITLE

FIXTURE FLOOR PLAN

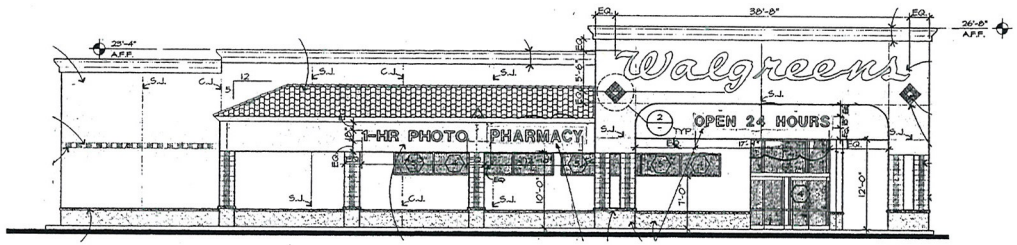
DATED	STORE NUMBER	SCALE
4-7-00	1559-06425	1/8"=1'-0"
SUPERSEDES PLAN DATED:	CAD PLOT: F06425D104	DRAWING NUMBER
RELEASED TO CONSTRUCTION	VOID PLOT: F06425D103	D1
	DRAWN BY: SCRIMALI	OF DWGS

PLOT: R11E135 (11/99)

5-26-00 (F06425D103) ADDED RX TOILET PER CODE REVISED ATM TO FUTURE, 8.00 S. PER PHOTO

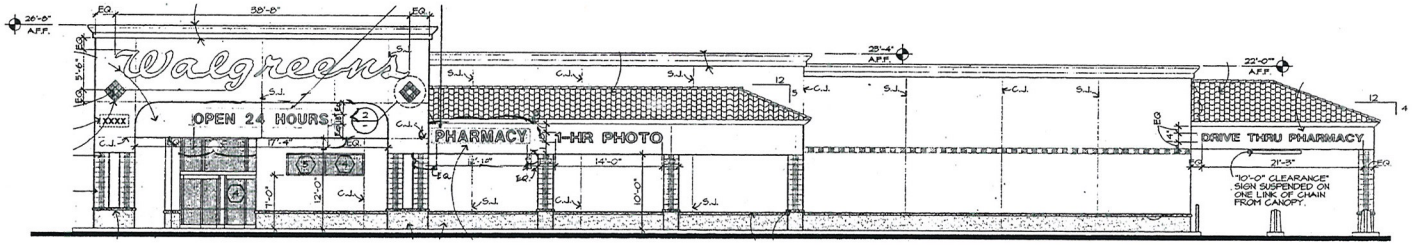
SUP-38240

RECEIVED MAY 10 2010



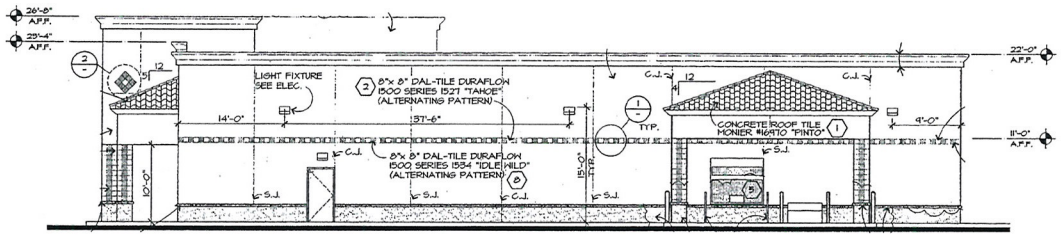
EAST ELEVATION

SCALE: 1/8"= 1'-0"



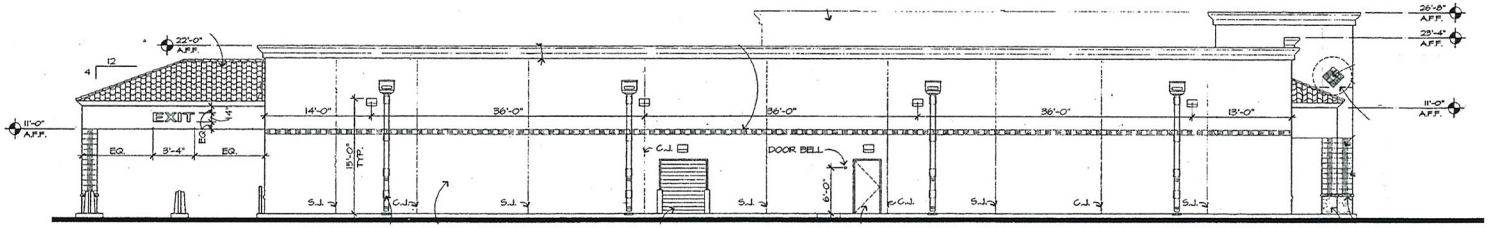
NORTH ELEVATION

SCALE: 1/8"= 1'-0"



WEST ELEVATION

SCALE: 1/8"= 1'-0"



SOUTH ELEVATION

FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03841

PROJECT NAME
WALGREENS STORE
6101 W LAKE MEAD
LAS VEGAS, NV

DRAWING TITLE
EXTERIOR ELEVATIONS

CADD PLOT: 03841-A21-BW-13NOV09	SCALE: 1/8"=1'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COB	A2.1
SUPERSEDES PLAN DATED:	DATE: 11-13-09	
	REVIEWED BY:	OF [illegible]

RECEIVED
MAY 10 2010

SUP-38240



SUP-38240 – APPLICANT: WALGREEN CO. - OWNER: F. QUENTIN BROWN
6101 WEST LAKE MEAD BOULEVARD

05/20/10



SUP-38240 – APPLICANT: WALGREEN CO. - OWNER: F. QUENTIN BROWN
6101 WEST LAKE MEAD BOULEVARD

05/20/10



SUP-38240 – APPLICANT: WALGREEN CO. - OWNER: F. QUENTIN BROWN
6101 WEST LAKE MEAD BOULEVARD

05/20/10



SUP-38240 – APPLICANT: WALGREEN CO. - OWNER: F. QUENTIN BROWN
6101 WEST LAKE MEAD BOULEVARD

05/20/10

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
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lsc@lionelsawyer.com
www.lionelsawyer.com

May 14, 2010

SAMUEL S. LIONEL
GRANT SAWYER (1918-1996)
JON R. COLLINS (1923-1987)
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JEFFREY P. ZUCKER
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OF COUNSEL
A. WILLIAM MAUPIN
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ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

VIA HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RECEIVED
MAY 14 2010

RE: ***Application for Special Use Permit***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. in support of the application for a special use permit for the addition of 79 square feet of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 6101 West Lake Mead. The location is currently operating and licensed as a drug store.

This location is zoned C-1, Limited Commercial. The proposed sale of packaged liquor will not adversely affect surrounding properties, as this store is located within a large commercial complex intersected by two major thoroughfares and there are multiple commercial uses in the area. In addition, the nearest residential is adequately buffered because the Walgreens is located at the farthest corner of the parcel at the intersections of Lake Mead and Jones. There are also other businesses in the general area that sale alcohol, so the proposed use would not be unique to the area. The site also currently complies with all other requirements pursuant to the City of Las Vegas Municipal Code.

With this special use permit, Walgreens will remain competitive with similar businesses by offering patrons the option to purchase packaged beer, wine, or liquor for consumption off-premises. Since this use is commonly found at similar drug and

SUP-38240
REVISED

retail grocery stores in Las Vegas, there would be no variable impact on other businesses by allowing Walgreens to sell alcohol for the convenience of its customers.

Walgreens will continue to maintain its high-level standard of operations, and the design, hours of operation, traffic generation, lighting, and noise at this location will remain unchanged with the issuance of a special use permit to allow for accessory packaged beer, wine, and liquor sales. Additionally, the 79 square foot space devoted to packaged beer, wine, and liquor sales is less than 1% of the overall retail floor area.

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 79 square feet 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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MAY 14 2010

SUP-38240
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CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4264 • FAX (202) 742-4265

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*ADMITTED IN GA ONLY

WRITER'S DIRECT DIAL NUMBER
(702)-383-8946
jroberts@lionelsawyer.com

June 25, 2010

VIA FACSIMILE & U.S. MAIL

Attn: City Clerk
City of Las Vegas
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

2010 JUN 25 P 1:38
RECEIVED
CITY CLERK

RE: ***Application for Special Use Permit - SUP-38240***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. to appeal the denial of the City of Las Vegas Planning Commission of SUP-38240 from June 24, 2010. The application was made for a Special Use Permit to allow the addition of accessory "off-sale" packaged beer, wine, and liquor at Walgreens on 6101 West Lake Mead (APN #138-23-702-003). The Planning and Development Staff favorably recommended approval of the item. The location meets all separation requirements to schools, churches, and parks, and there are only two sites within the area that have any off-premise sale of alcohol, so there is not an over-saturation of the use within the area.

Surrounding residents were given sufficient notice of the application and opportunity to oppose the item at the Planning Commission hearing. However, there were no persons who appeared at the meeting to voice any concerns.

The Walgreens site is zoned for commercial use and is located along the major thoroughfare of Jones Boulevard. The site is adequately buffered from residential areas by commercial properties and public rights-of-way. Accordingly, the addition of alcohol would be compatible with the area.

Please let me know if you have any questions or require additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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$ 00.41[4]

MAILED FROM ZIP CODE 89101

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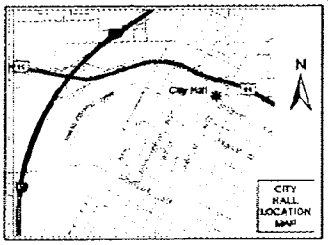
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38240

City Council Meeting of 7/21/2010

HALIF MENASHE
5363 GEYSER
TARZANA CA 91356-3308

APN#13824211028

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CITY CLERK
2010 JUL 12 A 8:00

EAVDS11 91356

07/10/2010 SAT 10:14 [TX/RX NO 8058] 001

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CITY CLERK

2010 JUL 12 A 8:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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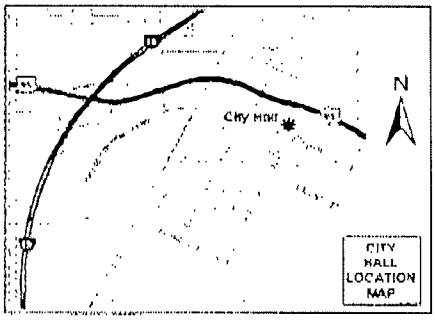

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38240

City Council Meeting of 7/21/2010

ALBERTSON'S HAS CLOSED
WE LIKE THIS IDEA.
THANKS

ALLEY THOMAS JOHN & CARMEN C
1812 GATEWOOD DR
LAS VEGAS NV 89108-2602

APN#13823714017

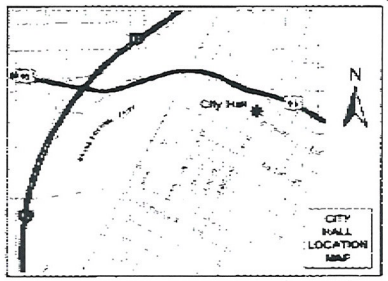
p.1 702-648-2869 Tom Alley Jul 10 10 09:45a

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

$ 00.41

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-38240

Planning Commission Meeting of 6/24/2010

Case SUP-38240
13824213009
HALIF MENASHE
5363 GEYSER
TARZANA CA 91356-3308

DAVIS1 91356

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JUN 15 2010

140

Jun.15.2010 06:15 AM MANNYS ELECTRIC INC Fax 818 448 1045 PAGE. 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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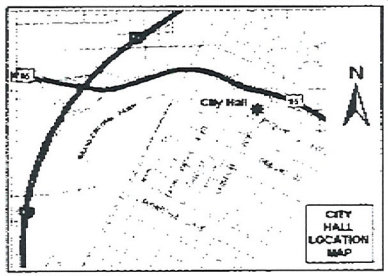
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38240

Planning Commission Meeting of 6/24/2010

Case: SUP-38240

13823710031
LIN WILLIAM WL
7045 EL PARQUE AVE
LAS VEGAS NV 89117-2105

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JUN 14 2010

2010-06-14 00:08 2520306 2520306 >>

P 1/1

14p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 2010
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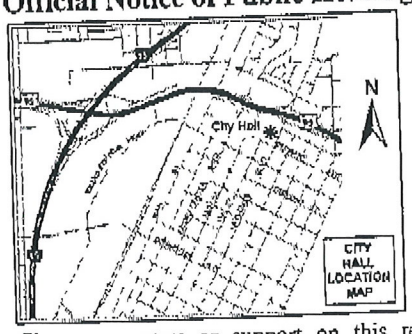
Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-38240

Planning Commission Meeting of 6/24/2010

Case: SUP-38240

13823713009
OVERALL TIMOTHY R
6216 LANNING LN
LAS VEGAS NV 89108-2604

RECEIVED
JUN 14 2010

14A

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-38240 - APPLICANT: WALGREEN CO. - OWNER: F. QUENTIN BROWN*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JUNE 24, 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 JUNE 23, 2010.

Signature

6/22/10
Date

Rebecca Lidskin
Please Print Name

Walgreen Co.
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

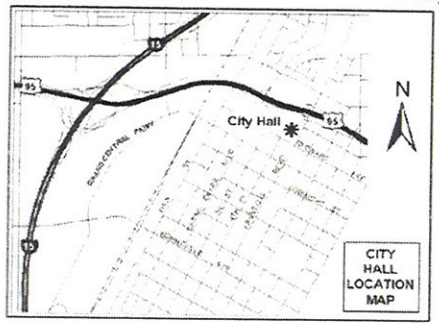
RECEIVED
JUN 22 2010

Submitted after final agenda
Date 6/22/10 Item 1A

2n

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-38240

Planning Commission Meeting of 6/24/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

I oppose this request due to the increased crime level in this community since moving here 7 years ago, and do not think this would be a help to solving this problem. Plus there are many other places near by where liquor may be purchased.

Sincerely, Marnella D. Lyons

Case: SUP-38240
13824216004
LYONS KEITH M & MARNELLA
2021 WINWOOD ST
LAS VEGAS NV 89108-3133

RECEIVED
JUN 18 2010

Submitted after final agenda
Date 6/18/10 Item 4H

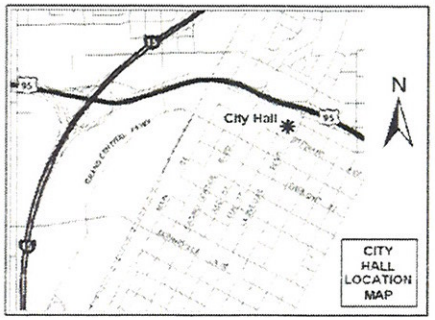
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

RECEIVED
JUN 16 2010

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

TO EASY TO GET LIQUOR

Please use available blank space on card for your comments.

SUP-38240

Planning Commission Meeting of 6/24/2010

Case: SUP-38240
13824211026
FOWLER DANNY A [redacted]
2205 N MALLARD ST
LAS VEGAS NV 89108-3211

Submitted after final agenda
Date
Item 14P

06/17/2010 17:37

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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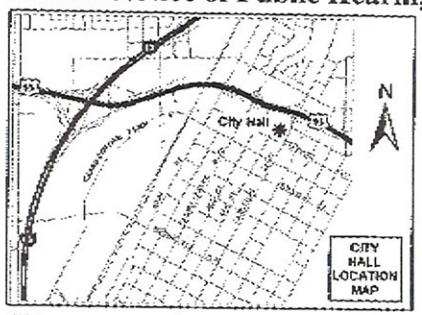
0004279218 JUN 11 2010
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38240

Planning Commission Meeting of 6/24/2010

Case: SUP-38240

13824211022
HAGEN MARIA HELEN
5912 EUGENE AVE
LAS VEGAS NV 89108-6209

RECEIVED
JUN 18 2010

Submitted after final agenda
Date
Item 4/p

#4616 P.001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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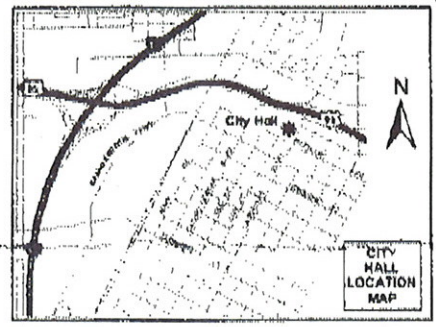
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38240
Planning Commission Meeting of 6/24/2010

Case: SUP-38240
13824213010
1-15 COMPANY SERIES I L L C
%M CHUNG
P O BOX 35783
LAS VEGAS NV 89133-5783

RECEIVED
JUN 22 2010

Submitted after final agenda
Date Item 14A

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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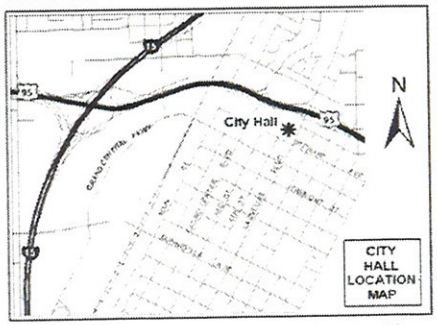
0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38240
Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:15
PLANNING & DEVELOPMENT

Case: SUP-38240

13823711042
TRAN PHUC T
3162 ADAMSWOOD DR
SAN JOSE CA 95148-2701

Submitted after final agenda
Date
Item 144

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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$ 00.41⁴
JUN 11 2010
MAILED FROM ZIP CODE 89101

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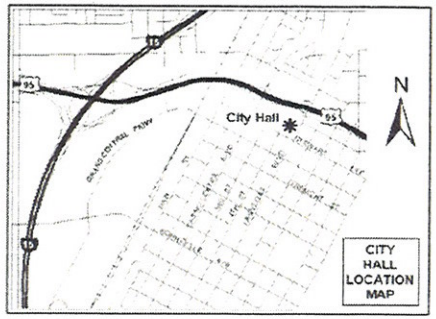
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38240
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 16 2010

Case: SUP-38240
13823714017
ALLEY THOMAS JOHN & CARMEN C
1812 GATEWOOD DR
LAS VEGAS NV 89108-2602

Submitted after final agenda
Date
Item 14A

City of Las Vegas Agenda Item No.: **101.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-38439 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: DISCOUNT SMOG/STEPHEN MURPHY - OWNER: FOSTER-DAY, CORP. - Request for a Review of Condition #4 of a previously approved Special Use Permit (SUP-37301) TO EITHER DELETE THE CONDITION OR EXTEND THE TIME LIMIT FROM 30 DAYS TO 2 YEARS FOR THE ISSUANCE OF A BUILDING PERMIT AND RECEIPT OF AN APPROVED FINAL INSPECTION FOR A RELOCATED SMOG TESTING FACILITY located at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

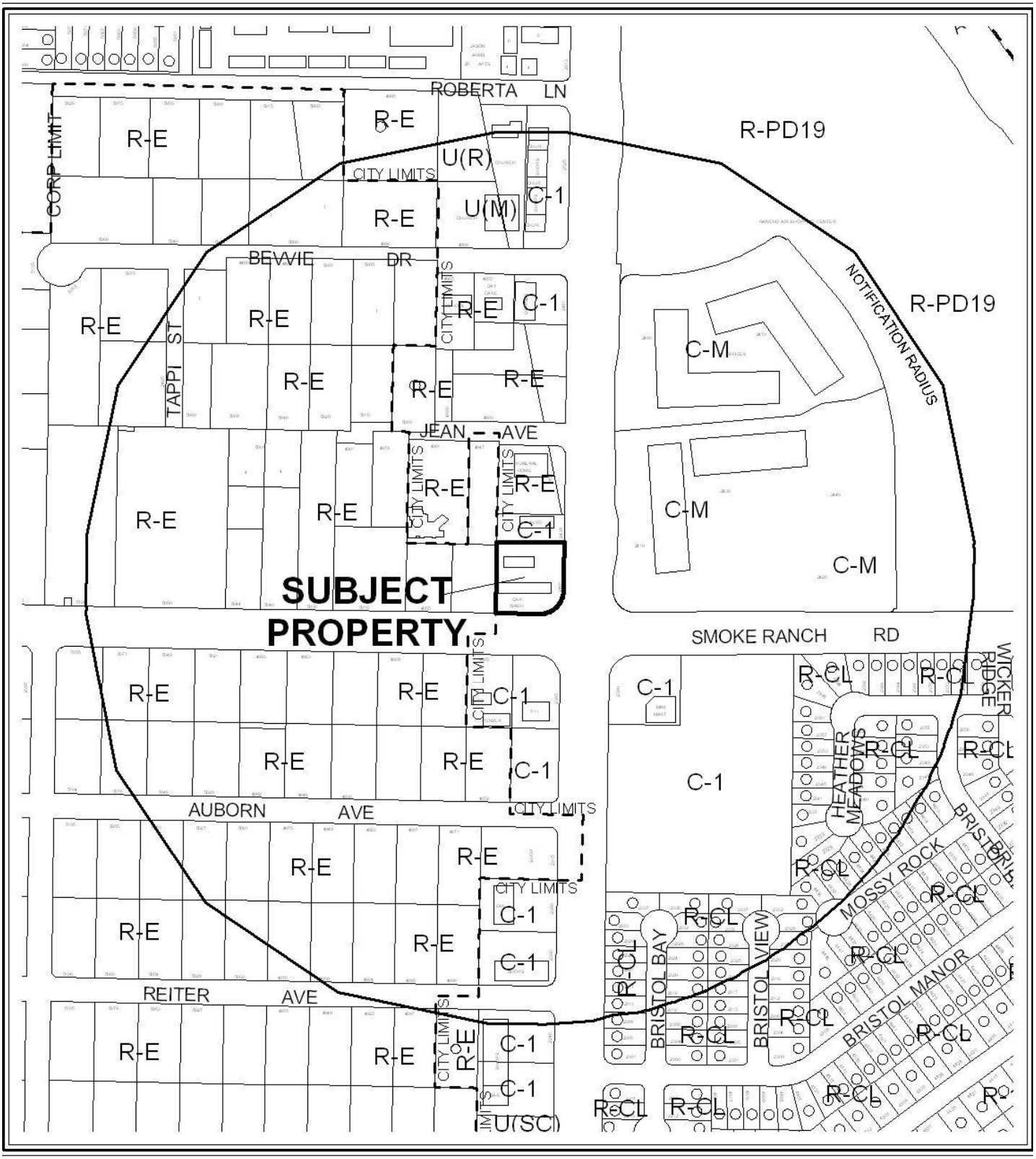
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37301
5. Justification Letter



CASE: **ROC-38439**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **ROC-38439**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: DISCOUNT SMOG/STEPHEN MURPHY - OWNER: FOSTER-DAY, CORP.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-38439	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-38439 CONDITIONS

Planning and Development

1. Conformance to all conditions of approval of the Special Use Permit (SUP-37301) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. All signage shall conform to Title 19 standards with building permits issued and an approved final inspection received within 30 days of City Council approval.

3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

Located at the northwest corner of Smoke Ranch Road and Decatur Boulevard is a car wash and smog testing facility. On 04/21/10, City Council approved the relocation of an existing 36 square-foot Auto Smog Check on the same lot located at 2401 North Decatur Boulevard. Condition #4 required the applicant to obtain all necessary building permits and receive an approved final inspection for the facility within 30 days of final approval. As of 06/24/10, no building permits have yet to be issued for the structure, nor have any building permits been issued for the illegal signage on property as directed by Condition #3. The applicant is requesting Condition #4 deleted or extended to 24 months.

During the pre-application meeting for the Review of Condition, staff from the Department of Building and Safety informed the applicant that the complete permit process for the structure could be accomplished well within the initial timeframe specified by City Council; therefore staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/21/95	The City Council approved a request for a Special Use Permit (U-0036-95) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 2401 Decatur Boulevard. The Board of Zoning Adjustment recommended denial on 04/21/95.
08/02/00	The City Council approved a request for a Required Review [U-0036-95(1)] of a previously approved Special Use Permit (U-0036-95) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 2401 Decatur Boulevard. The Planning Commission recommended approval on 06/22/00.
08/22/02	The City Council approved a request for a Required Review [U-0036-95(2)] of a previously approved Special Use Permit (U-0036-95) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 2401 Decatur Boulevard. The Planning Commission recommended approval on 09/18/02.
10/20/04	The City Council approved a request for a Required Review (RQR-4959) of a previously approved Special Use Permit (U-0036-95) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 2401 Decatur Boulevard. The Planning Commission recommended denial on 09/23/04.
07/11/07	The City Council approved a request for a Required Review (RQR-17764) of a previously approved Special Use Permit (U-0036-95) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 2401 Decatur Boulevard. The Planning Commission recommended approval on 04/17/07.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/21/08	A Code Enforcement case (67969) was processed for numerous illegal sign at 2401 North Decatur Boulevard. Code Enforcement closed the case on 01/22/10.
07/22/08	A Code Enforcement case (68021) was processed for illegal signs at 2401 North Decatur Boulevard. Code Enforcement closed the case on 01/22/10.
06/26/09	A Code Enforcement case (79478) was processed for illegal signs at 2401 North Decatur Boulevard. Code Enforcement closed the case on 01/22/10.
10/26/09	A Code Enforcement case (83482) was processed for illegal signs and a new building without permits at 2401 North Decatur Boulevard. Code Enforcement closed the case on 03/29/10.
04/21/10	The City Council approved a request for a Special Use Permit (SUP-37301) to relocate an existing 36 square-foot Auto Smog Check on the same lot at 2401 North Decatur Boulevard. The Planning Commission recommended approval on 03/25/10.

Related Building Permits/Business Licenses	
c.1981	The existing building was constructed
01/09/96	A business license (C02-00026) was issued for a car wash at 2401 North Decatur Boulevard. The license is still active.
05/14/07	A business license (G02-00773) was issued for a smog testing facility at 2401 Decatur Boulevard. The license is still active.
09/23/08	A building permit (124026) was issued to install three (3) non-illuminating signs, which was modified to only one freestanding sign parallel to Smoke ranch street frontage. The permit was not finalized.
10/10/08	A building permit (125667) was issued for a two-sided fabric sign on an existing freestanding sign at 2401 North Decatur Boulevard. The permit was not finalized.

Pre-Application Meeting	
05/27/10	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition application to delete condition #4 entirely or extend the time limit to two-years.

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 smog check facility was open and conducting business out of a brick office facility that is attached to the vacuuming area carports. • Numerous illegal signs are posted all over the sight including on the brick perimeter wall, in the driveway, and landscape areas.

Details of Application Request	
Site Area	
Gross Acres	0.64

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Car Wash and Smog Check facility	SC (Service Commercial)	C-1 (Limited Commercial)
North	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Offices	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
West	Undeveloped Land-Clark County	RN (Rural Neighborhood)- Clark County	R-E (Rural Estates Residential- Clark County)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (35 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 applicant is requesting a Review of Condition of a previously approved Special Use Permit (SUP-37301) to delete Condition #4 or extend the time frame specified from 30 days to 24 months to obtain a building permit and receive an approved final inspection for a relocated smog check facility at 2401 North Decatur Boulevard. As of 06/24/10, no building permits have yet to be issued for the structure. Staff conducted a field inspection of the subject site on 06/09/10 and found numerous illegal signs posted on the property advertising the smog facility. Condition #3 of the Special Use Permit (SUP-37301) directed the applicant to obtain building permits and receive an approved final inspection for all the illegal signage on property within 30 days of final approval, but as of yet no permits have been issued. Two (2) previous building permits (#124026 and 125667) were issued for a total of three (3) signs in 2008, but were never finalized; therefore, all signage on property advertising the smog facility is not permitted.

FINDINGS

The applicant is not in conformance with Condition #3 and #4 of the Special Use Permit (SUP-37301) to obtain permits and receive an approved final inspection for all the illegal signage on property and the smog testing facility within 30 days of City Council approval. Planning and Development Department staff met with personnel from the Department of Building and Safety who affirmed that the complete permit process for the smog check structure could be accomplished well within the initial timeframe of 30 days specified by City Council; therefore staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 151

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-38439 APN: 138-13-801-083

Name of Property Owner: ROGER FOSTER

Name of Applicant: DISCOUNT SMOG

Name of Representative: STEPHEN MURPHY

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: ROGER FOSTER

Subscribed and sworn before me

This 1 day of JUNE, 2010

_____

Notary Public in and for said County and State

DONNA J. ERWIN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 08-12-2011
Certificate No: 99-57435-1

RECEIVED JUN 03 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: DISCOUNT SMOG

Project Address (Location) 2401 N. DECATUR BLVD

Project Name DISCOUNT SMOG **Proposed Use** SMOG AUTO CHECK

Assessor's Parcel #(s) 138-13-801-083 **Ward #** 5

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 36 **Floor Area Ratio** _____

Gross Acres 0.64 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER ROGER FOSTER **Contact** (702) 460-4396

Address 2560 RED ARROW DRIVE **Phone:** 460-4396 **Fax:** 876-9705

City LAS VEGAS **State** NV **Zip** _____

E-mail Address N/A

APPLICANT STEPHEN MURPHY/DISCOUNT SMOG **Contact** STEPHEN MURPHY

Address 2401 N. DECATUR BLVD **Phone:** (702) 755-9393 **Fax:** _____

City LAS VEGAS NEVADA **State** NEVADA **Zip** 89108

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROGER FOSTER

Subscribed and sworn before me

This 1 day of June, 20 10.

_____

Notary Public in and for said County and State

DONNA J. ERWIN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 08-12-2011
Certificate No: 99-57435-1

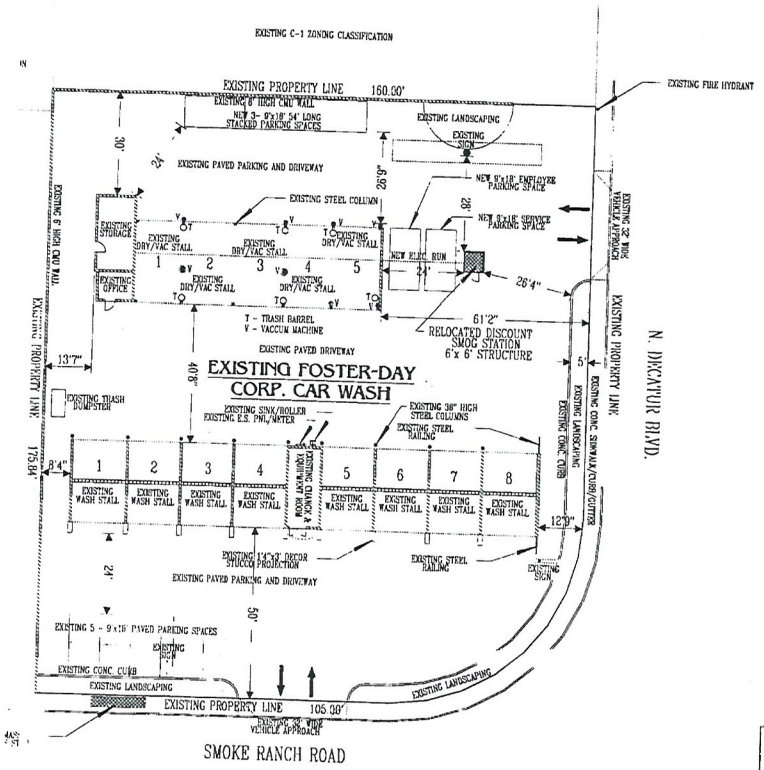
FOR DEPARTMENT USE ONLY

Case #	ROC-38439
Meeting Date:	7/21/10
Total Fee:	830 [illegible]
Date Received:*	6/3/10
Received By:	M Rex

*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.

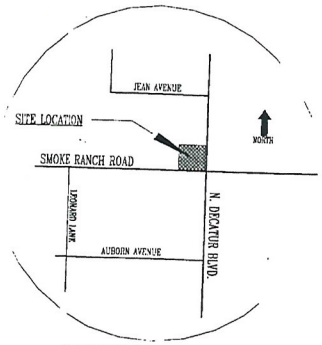
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



NEW SITE PLAN
SCALE: 1"= 20'

NORTH



VICINITY MAP
NO SCALE

RELOCATED DISCOUNT SMOG STATION
CASE #83482
2401 N. DECATUR BLVD

PLAN INDEX	
SHEET	DESCRIPTION
	ARCHITECTURAL
A1	NEW SITE PLAN

PARKING ANALYSIS

TOTAL PARKING SPACES REQUIRED - 5
STACKED PARKING SPACES REQUIRED - 3
SERVICE PARKING SPACES REQUIRED - 1
EMPLOYEE PARKING SPACES REQUIRED - 1

TOTAL PARKING SPACES PROVIDED - 10

LOT COVERAGE

EXISTING LOT - 0.63 AC - 27,442.8 S.F.

CAR WASH/STALLS - 3,328 S.F.
DRY/VAC STALLS - 1,742 S.F.
OFFICE - 102 S.F.
SMOG STATION - 36 S.F.
STORAGE - 268 S.F.
TOTAL BUILDING AREA - 5,476 S.F. - 0.20%

EXISTING LANDSCAPING - 1,349 S.F. - 0.05 %
EXISTING PAVED PARKING/DRIVEWAYS 20,617.8 S.F. - 75%

ADDRESS: 2401 N. DECATUR BLVD. LAS VEGAS, NEVADA 89108
PARCEL #: APN 138-13-801-063
JURISDICTION: LAS VEGAS - 89108
ZONING CLASSIFICATION: C-1

OWNER: FOSTER-DAY CORP.
PROJECT: W/ RELOCATED DISCOUNT SMOG STATION CASE #83482
SHEET TITLE: NEW SITE PLAN
DATE: NOVEMBER 2009
SCALE: 1"= 20'
SHEET #: A1

RECEIVED
JUN 03 2010

RECEIVED
JUN 03 2010

ROC-38439

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
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FM-0044-08-09

April 22, 2010

Mr. Roger Foster
2560 Red Arrow Drive
Las Vegas, Nevada 89135

RE: SUP-37301 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 21, 2010

Dear Mr. Foster:

The City Council at a regular meeting held April 21, 2010, APPROVED the request for a Special Use Permit TO RELOCATE AN EXISTING 36 SQUARE-FOOT AUTO SMOG CHECK ON THE SAME LOT at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 22, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Smog Check use.

2. Auto Smog Check services shall not be performed within any drive aisle.

3. All signage shall conform to Title 19 standards and all necessary building permits shall be obtained within 30 days of final approval.

4. All necessary building permits shall be obtained for the Smog Check structure, and final inspections completed in compliance with Title 19 and all codes as required by the Department of Building and Safety within 30 days of final approval.

5. 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.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RECEIVED
JUN 03 2010

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ROC-38439

Public Works

7. The Smog testing for vehicles shall be as per the submitted plan date stamped March 1, 2010. Vehicles shall not park in such a manner that would affect traffic on Decatur Boulevard. Meet with the Traffic Engineering Representative for assistance in the final location of the smog check facility and vehicle queue prior to the submittal of any construction plans or the issuance of an permits, whichever may occur first.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Stephen Murphy
Discount Smog
2401 North Decatur Boulevard
Las Vegas, Nevada 89121

Justification Letter Date: 06-03-2010

To: Planning Commission And/or County Commission
From: Discount Smog
Re: SUP #37301
2401 North Decatur Blvd.
Las Vegas, Nv. 89109
Purpose: Request For Review Of/Removal Of Condition #4

This letter is being provided for the purpose of requesting the removal or amendment of Condition Number Four (4) which states that all necessary building permits shall be obtained for the Smog Check structure, and final inspections completed in compliance with Title Nineteen (19) and all codes as required by the Department of Building and Safety within Thirty (30) days of final approval.

I have spoken to Councilmen Barlow regarding my initial misunderstanding of this requirement, as well as, having met with Staff on 05-27-2010; present at the Staff meeting were Greg Kapovich Planner One (1), Rick Schroder Civil Engineer, and Don White from Building and Safety. Pursuant to these meetings I would request 24 months to complete any work necessary for this project, as well as, to obtain all necessary permits and final inspections.

Respectfully,

Stephen Murphy President Discount Smog

ROC-38439

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City of Las Vegas Agenda Item No.: **102.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JULY 21, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-38691 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Presentation of the annual report on the Las Vegas 2020 Master Plan. 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.

BACKUP DOCUMENTATION:
1. Staff report

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-37955	Staff recommends APPROVAL.	

AR

Staff Report Page One
July 21, 2010 – City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The following is an annual report on the Las Vegas 2020 Master Plan. Pursuant to NRS 278.190, the Planning Commission is required to review the plan and implementation progress annually.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/25/09	The Planning Commission approved Directors Business Item (DIR-34586) for the 2009 Master Plan Implementation report.
08/05/09	The City Council adopted an updated Land Use and Rural Neighborhood Preservation Element by Ordinance (Ord-6056).
08/05/09	The City Council adopted an updated Economic Element by Ordinance (Ord-6057).
01/20/10	The City Council adopted an updated Population Element by Ordinance (Ord-6078).
05/19/10	The City Council approved GPA-37216 an updated Safety and Seismic Safety Element. An ordinance form of the Element is currently being drafted.

ANALYSIS

Master Plan Update and Adoption

The Nevada Revised Statutes (NRS) require the preparation and adoption of a comprehensive, long-term general plan for the physical development of the city. For counties having a population of 400,000 or greater, like Clark County, state law requires the master plan for each government to address 18 different subject areas ranging from land use to school facilities. As of 2009 the City is now in full compliance with the adoption of all 18 elements as required by NRS.

Since last year's report a total of four elements have been updated from previous plans. These include the Transportation & Streets and Highways Element, Land Use and Rural Neighborhoods Preservation Element, Economic Element, Population Element. The department has a five year plan to update the remaining elements as well as the overall policy document. Through completion of these updates, the city will remain in compliance with all applicable state laws and will be equipped to make policy decisions that address both current and future issues.

The chart below includes a maintenance schedule for the 18 master plan elements and the policy document. Some of the subject areas having similar goals have been combined into a single document. In 2010 the schedule calls for an update to the Conservation Element. The work on these elements is underway and they are in varying stages of completion. It is also noted that work on the Historic Properties is also underway and is to be completed ahead of schedule in an effort to address legislation that was adopted during the 2009 session.

Master Plan Elements Work Plan

Name (NRS 278.160)	Date of adoption or last update	Expected completion date	Policies or Recommendations
Public Safety Element	2001	2010	60
Conservation Element	2005	2010	65
Housing Element	2001	2011	62
Policy Document	2000	2011	110
Solid Waste Disposal Element	2005	2011	-
Recreation Plan • Transportation Trails Element • Recreation Trails Element	2005 2005	2011 2011	- -
Historical Properties Preservation Element	2007	2012	9
Community Design Element	2008	2013	8
Public Buildings Element	2008	2013	16
Public Services and Facilities Element	2008	2013	14
School Facilities Element	2008	2013	10
Transit Element	2008	2013	24
Transportation & Streets and Highways Element	2009	2014	32
Land Use Element	2009	2014	-
Rural Neighborhoods Preservation Element	2009	2014	-
Economic Element	2009	2014	12
Population Element	2010	2015	-

Elements Adopted/Updated in Fiscal Year 2009-2010

The Planning Department adopted/updated four elements in Fiscal Year 2009-2010 in compliance with the requirements of NRS, these elements are:

- Population Element
- Economic Element
- Safety and Seismic Safety
- Land Use and Rural Neighborhood Preservation

Elements Adopted/Updated in Fiscal year 2010-2011

In the coming fiscal year the Planning Department will be adopting/updating the following elements in compliance with NRS:

- Conservation Element
- Water Element

Goals, Objectives, and Policies Implemented in Fiscal Year 2009-2010

Additionally, the Planning Department has completed several other projects that are directly related to various Policies, Goals and Objectives of the 2020 Master Plan Policy Document. This is separate from the accomplishments related to the various elements. The hierarchy of accomplishments begins with goals, underneath the goals are the objectives, and at the base level are the policies.

Goal	Element Tied to Goal	Projects Satisfying Goal
Re-urbanization Goal 1: The Downtown area will emerge as the preeminent hub of business, residential, government, tourism and gaming activities in the City of Las Vegas and as a major hub of such activities in the Las Vegas Valley.	None as this is strictly a Policy Document Goal.	Gold Spike – Phase I MEET Building - renovation Lou Ruvo Brain Institute Golden Nugget Phase III Campos Office Building

Objective	Element Tied to Objective	Projects Satisfying Objective
Re-urbanization Objective 1.4: To retain, where viable, historical structures which represent the architectural, cultural and social legacy of the City of Las Vegas.	Historical Properties and Preservation Element	Floyd Lamb Park Visitors Center Berkley Square Historic District on the National Register of Historic Places Phase 1: Historic Resource Survey of the Southridge

		Neighborhood

Re-urbanization Objective 1.6: To provide high quality transit service including integrated bus and rapid transit, which serves the Downtown and which connects the Downtown with other employment, entertainment and shopping nodes.	Transit Element	ACE Downtown Connector ACE C Line (Connecting Downtown to the Northwest Valley)
Newly Developing Areas 3.6: To ensure that adequate amounts of park space and trail systems are designated and developed to meet or exceed national standards and standards established in the Master Plan Parks Element.	Parks and Recreation Element	Teton Trails Park – Phase 2 Dexter Park (upgrades) Hualapai Canyon Trailhead Angel Park Trailhead Rampart Trail – Phase 2 Centennial Hills Park – Phase 3
Fiscal Management Objective 6.1: To ensure that capital and operating expenditures are planned and scheduled in accordance with Long Range Planning.	None as this is strictly a Policy Document Goal.	Staff has created and is utilizing a database of all Master Plan goals, policies, and objectives that tie them to specific actions that can be tracked planned and budgeted for.
Policy	**Element Tied to Policy**	**Projects Satisfying Policy**
Neighborhood Revitalization Policy 2.3.2: That a West Las Vegas Plan provide such direction for West Las Vegas and adjacent areas.	None as this is tied to the West Las Vegas Plan.	An update of the West Las Vegas Plan was completed in July (GPA-33721).
Newly Developing Areas Policy 3.1.1: That residential developers be encouraged to provide traffic calming measures in new residential neighborhoods, and where appropriate, narrower local streets. Standards for narrower local streets shall provide adequate access for emergency vehicles and the disabled. Where possible, sidewalks should be separated from the curb by a landscaped amenity zone within the dedicated right-of-way, with a	Community Design Element	Staff drafted a Complete Streets Resolution for consideration.

tree canopy along the sidewalk.		

Goals, Objectives, and Policies Planned for Implementation in Fiscal Year 2010-2011

Staff is also working completion of a comprehensive rewrite of Title 19 into a Form Based Code format that is more in line with the current goals and objective of both the City and the Master Plan. The rewrite would satisfy or partially satisfy over a dozen objectives and recommendations of the Master Plan.

The following table lists several other projects that are planned to be completed or substantially finished within the fiscal year and are in conformance to the Policies, Goals and Objectives of the 2020 Master Plan capstone document.

Goal	Element Tied to this Goal	Projects Satisfying Goal
Re-urbanization Goal 1: The Downtown area will emerge as the preeminent hub of business, residential, government, tourism and gaming activities in the City of Las Vegas and as a major hub of such activities in the Las Vegas Valley.	None as this is strictly a Policy Document Goal.	Gold Spike – Phase II Kenny Law Office Mexican Consulate Neon Museum O'Rourke Office Building Valley Hospital Expansion
Fiscal Management Goal 6: The City of Las Vegas will link capital improvement programming and maintenance of operations programming with long range planning.	Public Buildings Element Public Services and Facilities Element	An update of the Master Plan and Capital Improvement Plan Integration document is in progress. This document links CIP's with the Master Plan.
Regional Coordination Goal 7: Issues of regional significance, requiring the City of Las Vegas to coordinate with other government entities and agencies within the Valley, will be addressed in a timely fashion.	Public Buildings Element Public Services and Facilities Element	Long Range Planning currently staffs many regional level committees, including those with SNRPC, RTC, Census, and other agencies.

Objective	Element Tied to this Objective	Projects Satisfying Objective
Re-urbanization Objective 1.4: To retain, where viable, historical structures which represent the architectural, cultural and social legacy of the City of Las Vegas.	Historical Properties and Preservation Element	Floyd Lamb Park Equestrian Facilities Restoration and master plan of historic Westside School Phase 2: Historic Resource Survey of the Southridge Neighborhood
Re-urbanization Objective 1.5: To bring cultural, entertainment and sports facilities that will draw patrons from across the Las Vegas Valley to the Downtown area, to provide another dimension to the attraction of Downtown Las Vegas.	Public Buildings Element	Neon Museum
Re-urbanization Objective 1.6: To provide high quality transit service including integrated bus and rapid transit, which serves the Downtown and which connects the Downtown with other employment, entertainment and shopping nodes.	Conservation Element – Air Quality Transit Element	RTC Downtown Transportation Center
Newly Developing Areas Objective 3.1: To ensure that new residential subdivisions, with the exception of areas currently designated as rural preservation neighborhoods by Nevada Statute, are developed into walkable communities, where reliance on auto trips for convenience shopping and access to education and recreation is minimized, and where development densities support transit.	None as this is strictly a Policy Document Goal.	Staff is currently in the process of completing the update of Title 19, which will include a component designed to meet this objective.
Fiscal Management Objective 6.1: To ensure that capital and operating expenditures are planned and scheduled in accordance with long range	Public Buildings Element Public Services and Facilities Element	Staff is updating the Master Plan and Capital Improvement Plan Integration document which links Capital Improvement projects to Long Range

planning commitments.		Planning.

Policy	Element Tied to this Policy	Projects Satisfying Policy
Neighborhood Revitalization Policy 2.1.4: That new commercial development be designed in a walkable and non-vehicular friendly manner, providing shelter from sun and wind, with outdoor seating areas and other amenities and parking areas located away from the street.	Housing Element	Ward 1 - Meadows Neighborhood consists of 600+ acres bounded by US-95 on the north, Charleston on the south, Decatur on the western border, and Valley View on the east. Ward 2 - Village Square consists of a 1/2 mile radius, centered on the intersection of Fort Apache and Sahara.
Cultural Enhancement Policy 5.1.2: That the City work with private interests and other levels of government to develop museums.	Public Buildings Element	MOB Museum Neon Boneyard Museum
Fiscal Management Policy 6.1.1: That the City monitor and coordinate capital improvement and operating maintenance expenditures with long range planning.	Public Buildings Element Public Services and Facilities Element	Long Range Planning staff participates in the CIP process to ensure that planning objectives are met.
Regional Coordination Policy 7.1.5: That the City take the necessary steps to monitor and evaluate the quality of stormwater discharge, and ensure measures are taken to improve the quality where appropriate.	Public Services and Facilities Element Water Element	Staff has a representative on the Stormwater Work Group to ensure that the goals of the City are met.

Summary

In the last fiscal year a total of five additional policies from the 2020 Master Plan Policy document were completed. This leaves a total of eight polices from the Policy Document left to complete. An update of the Policy Document is currently scheduled to begin in 2011 placing the current version on track for completion of policies on schedule with the scheduled update.

Additionally, 24 new goals, objectives, and policies were added due to adopted/updated versions of the elements. The charts below depict the accomplishments with regard to the last fiscal year.

2020 Policy Document Goals, Objectives, and Policies	Complete	Not Complete	Ongoing
150 Policies as of 2009	20 (13%)	13 (9%)	117 (78%)
150 Policies as of 2010	25 (17%)	8 (5%)	117 (78%)

Elements Goals, Objectives, and Policies	Complete	Not Complete	Ongoing
330 Policies as of 2009	39 (12%)	32 (10%)	259 (78%)
354 Policies as of 2010	49 (14%)	44 (12%)	261 (74%)

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

City of Las Vegas Agenda Item No.: **103.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 2010

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 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.: **105.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JULY 21, 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