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.

October 20, 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 – REVEREND MONSIGNOR KEVIN MCAULIFFE, PASTOR, SAINT ELIZABETH ANN SETON ROMAN CATHOLIC CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE EMPLOYEE OF THE MONTH

6. RECOGNITION OF THE SENIOR OF THE QUARTER

7. RECOGNITION OF THE JOHN S. PARK NEIGHBORHOOD FOR BEING NAMED A GREAT PLACE IN AMERICA

BUSINESS ITEMS - MORNING

8. Approval of the Final Minutes by reference of the regular City Council meeting of September 15, 2010 and the Special Joint City Council and Planning Commission Meeting of September 20, 2010

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

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

10. Approval of Interlocal Agreement No. 110074-PH between the City of Las Vegas, Clark County, the Las Vegas Metropolitan Police Department, the City of Henderson and the City of North Las Vegas to implement Shared Computer Operations for Protection and Enforcement II (SCOPE II) ($45,458 - General Fund) - All Wards

ADMINISTRATIVE SERVICES - CONSENT

11. Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $47,458 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 Citizen Corp Program (CCP) - All Wards

12. Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $140,532 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 State Homeland Security Program (SHSP) to support citizen preparedness and an information campaign - All Wards

13. Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $301,548 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 Metropolitan Medical Response System (MMRS) Grant - All Wards

14. Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $428,009 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 Urban Area Security Initiative (UASI) Grant - All Wards

FIELD OPERATIONS - CONSENT

15. Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for improvements at Rose Warren Elementary School located at 6451 Brandywine Way ($300,000 – Parks Fund) - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

17. Approval of a Special Event Alcoholic Beverage License for Dahuru Corp, Location: Dahuru Motorcycle Club, 624 H Street, Date: October 29, 2010, Type: Special Event Beer/Wine, Event: Dahuru Motorcycle Club Annual Party, Responsible Person in Charge: Billy Wilson - Ward 5 (Barlow)

18. Approval of a Special Event Alcoholic Beverage License for Colossal Canine Care, Location: Police Memorial Park, 3250 Metro Academy Way, Date: October 23, 2010, Type: Special Event Beer/Wine, Event: Oktober-Fur, Responsible Person in Charge: Collin J. Jotz - Ward 4 (Anthony)

19. Approval of a Special Event Alcoholic Beverage License for St. Francis de Sales Roman Catholic Church, Location: 1111 North Michael Way, Date: October 24, 2010, Type: Special Event General, Event: Fundraiser, Responsible Person in Charge: James Marek - Ward 5 (Barlow)

20. Approval of an extension of a Temporary Restaurant Service Bar License for a Change of Ownership, From: Jazzed Cafe & Vinoteca LLC, To: Lucio Ristorante LLC, dba Lucio Ristorante, 8615 West Sahara Avenue, Lucio Picozzi, Mgr, 100% - Ward 2 (Wolfson)

21. Approval of a new Beer/Wine/Cooler Off-sale License, Ginn Enterprises Inc., dba Pat's Chinese Food & Mini Mart, 1451 West Owens Avenue, Wai Chun Candie Ginn, Pres, Vincent Chun Kwok Ginn, Secy, Pat Vincent Ginn, Treas, and Josalene Wing Kim Ginn, Dir - Ward 5 (Barlow)

22. Approval of an extension of a Temporary Restricted Gaming License, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #1607-32113B, 1601 West Oakey Boulevard, Ritu Chopra, Pres, Secy, Treas, Dir, Franchise Mgr, 100% - Ward 3 (Reese)

23. Approval of a new Restricted Gaming License, RP Slots, LLC, db at Wellcare Pharmacy Decatur, 542 South Decatur Boulevard, Roger Szepelak, Mgr and Paul Halverson, Mmbr - Ward 1 (Tarkanian)

24. Approval of a new Restricted Gaming License, RP Slots, LLC, db at Decatur Drug Restaurant, 544 South Decatur Boulevard, Roger Szepelak, Mgr and Paul Halverson, Mmbr - Ward 1 (Tarkanian)

25. ABEYANCE ITEM - Approval of a new Slot Route Operator for a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, RP Slots, LLC, db at Decatur Liquor, 546 South Decatur Boulevard - Ward 1 (Tarkanian)

26. Approval of a new Restricted Gaming License, RP Slots, LLC, db at Decatur Liquor, 546 South Decatur Boulevard, Roger Szepelak, Mgr and Paul Halverson, Mmbr - Ward 1 (Tarkanian)

27. Approval of a new Auction License, Premiere Auctions, dba Premiere Auctions, 3111 South Valley View Boulevard, Suite B-214, Susan Russell, Pres, Secy, Treas, Dir, 100% - County

28. Approval of an extension of a Temporary Massage Establishment License, Massage Pro Summerlin, LLC, dba Massage Pro Summerlin, 7455 West Washington Avenue, Suite 210, Christina Taylor, Mgr, 100% - Ward 1 (Tarkanian)

29. Approval of an extension of a Temporary Class II Secondhand Dealer License, Richard Sturman, dba AAA Coin & Jewelry, 114 North 3rd Street, Richard Sturman, Owner, 100% - Ward 5 (Barlow)

30. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Anthony J. Rila, Jr., dba Gold & Silver Jewelry Supply, 1300 East Sahara Avenue, Anthony Rila Jr., Owner, 100% - Ward 3 (Reese)

31. Approval of a Change of Business Name and Change of Location for a Pawnbroker License and a Class II Secondhand Dealer License, Cash America Inc. of Nevada, From: Stoney's Pawn Shop, 126 South 1st Street, To: Super Pawn, 307 South Decatur Boulevard, Dennis Weese, Pres, John Linscott, Exec VP, Austin Nettle, VP, Treas, Thomas Bessant Jr., Exec VP, CFO, and David Clay, VP - Ward 1 (Tarkanian)

32. Approval of a new Hypnotherapy License, Elijah Love, dba Las Vegas Hypnosis, 2921 North Tenaya Way, Suite 234, Elijah D. Love, Owner, 100% - Ward 4 (Anthony)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

33. ABEYANCE ITEM - Approval of award of Contract No. 100234-TF, Detention Center Privatization Study - Office of Administrative Services - Award recommended to: MGT OF AMERICA, INC. ($106,289 - General Fund)

34. Approval of award of Bid No. 10.53541.02-LED, WPCF Sludge Dewatering Building Rehabilitation located at the Water Pollution Control Facility, 6005 Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: BOULDER CONSTRUCTION, INC. ($1,059,737 - Sanitation Enterprise Fund) - County

FIRE & RESCUE - CONSENT

35. Approval of a Regionalized Interlocal Agreement between the City of Las Vegas, Clark County, the City of Henderson and the City of North Las Vegas for Emergency Driver Training - All Wards

36. Approval of a Service Agreement between the City of Las Vegas, Clark County, City of Henderson and the City of North Las Vegas and TriState CareFlight, LLC to provide medical helicopter services to transport critically injured persons to medical facilities - All Wards

37. Approval of a Service Agreement between the City of Las Vegas, Clark County, the City of Henderson, the City of North Las Vegas and Air Methods Corporation (d/b/a Mercy Air Services, Inc.) to provide medical helicopter services to transport critically injured persons to medical facilities - All Wards

HUMAN RESOURCES - CONSENT

38. Approval to extend the contract with Health Plan of Nevada for Health Maintenance Organization (HMO) medical insurance services ($2,500,000 - Self Insurance Internal Services Fund)

39. Approval to extend the contract with Sierra Health and Life (SHL) for a fully-insured Preferred Provider Organization (PPO) medical plan ($1,100,000 - Self Insurance Internal Services Fund)

40. Approval to contract with Catalyst as Pharmacy Benefit Manager for the City's Consumer Driven Health Care Medical Plan ($2,100,000 - Self Insurance Internal Service Fund)

41. Approval to contract with HR Simplified for administration of employee Flexible Spending Account (FSA) claims ($15,000 - Self Insurance Internal Service Fund)

42. Approval to contract with VSP (Vision Service Plan) as the City's vision plan provider effective January 1, 2011 ($186,000 - Self Insurance Internal Service Fund)

43. Approval to contract with Coordinated Care Programs, LLC, a wholly owned subsidiary of Quantum Health, Inc. for Third Party Administration services for the City's Consumer Driven Health Plan, effective January 1, 2011 ($1,150,000 - Self Insurance Internal Services Fund)

NEIGHBORHOOD SERVICES - CONSENT

44. Approval to allocate $150,000 of HOME Investment Partnership Funds (HOME) and $30,000 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) funds to Help of Southern Nevada to continue operation of their Tenant Based Rental Assistance Program (TBRA) – All Wards

45. Approval to allocate $4,175,000 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) to Community Development Programs Center of Nevada (CDPCN) for the development of the H Street Senior Apartments to be located at 1327 H Street – Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

46. Approval of a Facilities Relocation Agreement between the City of Las Vegas and NV Energy for the relocation of power facilities for the Charleston and Lamb Intersection Widening project at Charleston Boulevard and Lamb Boulevard ($932,424 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 3 (Reese) and County

47. Approval of Supplemental Interlocal Contract 525e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $500,000 for the Decatur Boulevard, Meadows Lane to Sahara Avenue project ($500,000 - RTC) - Ward 1 (Tarkanian)

48. Approval of Supplemental Interlocal Contract 484e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $1,000,000 for the traffic capacity improvements at the intersection of Lamb Boulevard and Charleston Boulevard ($1,000,000 - RTC) - Ward 3 (Reese)

49. Approval of Supplemental Interlocal Contract 661a between the City of Las Vegas, and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $500,000 for the engineering design for the Main Street/Commerce Street One-Way Couplet ($500,000 - RTC) - Ward 3 and 5 (Reese and Barlow)

50. Approval of Supplemental Interlocal Contract 537d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $1,500,000 for the Cliff Shadows, Buckskin to Lone Mountain Road project ($1,500,000 - RTC) - Ward 4 (Anthony)

51. Approval of Supplemental Interlocal Contract 639a between the City of Las Vegas, and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $500,000 for improvements associated with Centennial Parkway/Sky Pointe Drive Connections at US-95 project - Ward 6 (Ross)

52. Approval of First Supplemental Interlocal Contract LAS16I09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase design engineering funding in the amount of $196,194 for the Ann Road Channel West - Rainbow Boulevard project ($196,194 - CCRFCD) - Ward 6 (Ross)

53. Approval of Third Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) increase design engineering funding in the amount of $200,000 to allow for final design for the Owens Avenue System (Vegas Drive Storm Drain) Michael Way to Rancho Drive ($200,000 – CCRFCD) - Ward 5 (Barlow)

RESOLUTIONS - CONSENT

54. R-67-2010 - Approval of a Resolution Establishing the Interest Rate 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)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

55. ABEYANCE ITEM - Report and possible action regarding the status of community recycling - All Wards

56. Presentation and update on the Citizens' Academy of Planning

57. Public hearing and possible action regarding a Memorandum of Understanding between the Las Vegas Employees' Association (LVCEA) and the City of Las Vegas regarding the current labor agreement (FY11 - FY13 impact of $22,788,000 - General Fund)

58. Report by Port Telles, Development Director for The Cordish Companies, Inc., regarding the Exclusive Negotiation Agreement between the City of Las Vegas and The Cordish Companies, Inc., for the development of a Casino/Hotel, a Live District and Sports Arena on approximately 20 acres at Las Vegas Boulevard and Stewart Avenue - Ward 5 (Barlow)

59. Discussion and possible action regarding a Disposition and Development Agreement between City Parkway IV A, Inc., and PH ICE, LLC, for 301 West Mesquite (APN 139-27-401-031) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 65 (R-68-2010)]

CITY ATTORNEY - DISCUSSION

60. Discussion and possible action to file an amicus brief in The M Resort; Clean Water Coalition v. The State of Nevada, as consolidated, Case No. A-10-611813-C

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

61. Discussion and possible action regarding a Review of Conditions of a Beer/Wine/Cooler Off-sale License, Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah Shoshani, 100% - Ward 5 (Barlow)

62. Discussion and possible action regarding a Six Month Review of a Tavern License, Stoneys North Forty LLC, dba Stoneys North Forty, 5990 Centennial Center Boulevard, Harold Gray, Mgr, 49%, Christopher Lowden, Mgr, 49%, and Dean Kajioka, Mmbr, 2% - Ward 6 (Ross)

PUBLIC WORKS - DISCUSSION

63. Discussion and possible action on a request to install speed humps on Waldman Avenue between Rancho Drive and Shadow Lane ($10,400 - Neighborhood Traffic Management Program) - Ward 1 (Tarkanian)

64. Discussion and possible action regarding a list of projects for nomination for Round 12 funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - Wards 1 and 4 (Tarkanian and Anthony)

RESOLUTIONS - DISCUSSION

65. R-68-2010 - Discussion and possible action regarding a Resolution finding that the proposed Disposition and Development Agreement between City Parkway IV A, Inc., and PH ICE, LLC, for the sale of 301 West Mesquite for less than high appraisal is in the best interest of the public (APN 139-27-401-031) - Ward 5 (Barlow) [NOTE: This is a related item to Council Item 59]

BOARDS & COMMISSIONS - DISCUSSION

66. ANIMAL ADVISORY COMMITTEE – Kurt Mychajlonka, Term Expiration 11/15/2010

67. CIVIL SERVICE BOARD OF TRUSTEES – Malcolm White, Term Expiration 11/8/2010

68. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Sydelle MacKay, Term Expiration 11/1/2010

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

69. Bill No. 2010-42 – Amends the Town Center Development Standards Manual to correct the Permitted Use Matrix regarding minor auto repair garages. Proposed by: M. Margo Wheeler, Director of Planning and Development

70. Bill No. 2010-43 – Amends the Downtown Centennial Plan to correct certain maps and revise the requirements for tree grates. (TXT-37903) Sponsored by: Mayor Oscar B. Goodman

71. Bill No. 2010-44 – Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations. (TXT-38337) Sponsored by: Mayor Oscar B. Goodman

72. Bill No. 2010-45 – Repeals provisions of the Municipal Code relating to citizen complaints about City employees. Proposed by: Bradford R. Jerbic, City Attorney

CLOSED SESSION

73. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

74. 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

75. Public hearing on proposed local improvement district for Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) - Ward 1 (Tarkanian) and Ward 3 (Reese)

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 - 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.

76. ZON-38968 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-V (CIVIC) on 1.95 acres at the southwest corner of Bubbling Brook Drive and Shadybrook Lane (APN 138-26-402-001), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

77. ZON-38971 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY - Request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-V (CIVIC) on 1.03 acres at 2525 Tamrich Drive (APN 162-08-103-005), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

78. ZON-38978 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY - Request for a Rezoning FROM: M (INDUSTRIAL) TO: C-V (CIVIC) on 4.08 acres at 2500 Highland Drive (APN 162-09-103-002), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

79. RQR-39106 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: URBAN LAND NEVADA - Required Review of a previously approved Special Use Permit (U-0265-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 2550 Highland Drive (APN 162-09-110-019), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

80. RQR-39107 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC. - Required Review of a previously approved Special Use Permit (U-0262-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4820 West Charleston Boulevard (APN 138-36-804-008), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

81. RQR-39215 - REQUIRED THREE YEAR REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: 7-ELEVEN, INC. - Required Review of a previously approved Special Use Permit (U-0315-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6070 West Sahara Avenue (APN 163-01-401-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

82. VAC-39145 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Petition to Vacate the aerial right-of-way for a portion of an existing 20-foot wide public alley located between Clark Avenue and Bonneville Avenue, and between 1st Street and Casino Center Boulevard, Ward 3 (Reese). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

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

84. SUP-36142 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL.

85. SUP-38137 - ABEYANCE ITEM - 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.

86. SUP-38864 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC - Request for a Special Use Permit FOR A 1,100 SQUARE-FOOT BAILBOND SERVICE at 714 and 716 South Tenth Street (APN 139-34-810-104 and 105), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

87. VAR-39068 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROXANNE SHERIDAN - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED on 0.54 acres at 2281 South Pioneer Way (APN 163-03-402-007), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

88. SUP-39069 - SPECIAL USE PERMIT RELATED TO VAR-39068 - PUBLIC HEARING - APPLICANT/OWNER: ROXANNE SHERIDAN - Request for a Special Use Permit FOR A PROPOSED 1,088 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 2281 South Pioneer Way (APN 163-03-402-007), R-E (Residence Estate) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

89. VAR-39148 - VARIANCE - PUBLIC HEARING - APPLICANT: A CAB TAXI COMPANY - OWNER: FOUR FOURS, LLC - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE EIGHT FEET IS REQUIRED FOR ACCESSORY STRUCTURES on 1.94 acres at 1500 Searles Avenue (APN 139-26-201-004), C-M (Commercial/Industrial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL.

90. SUP-39149 - SPECIAL USE PERMIT RELATED TO VAR-39148 - PUBLIC HEARING - APPLICANT: A CAB TAXI COMPANY - OWNER: FOUR FOURS, LLC - Request for a Special Use Permit FOR OUTDOOR STORAGE, ACCESSORY WITHIN THE REQUIRED SETBACK AND LANDSCAPE BUFFER AREA ALONG THE WEST PERIMETER at 1500 Searles Avenue (APN 139-26-201-004), C-M (Commercial/Industrial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL.

91. SDR-39147 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-39148 AND SUP-39149 - PUBLIC HEARING - APPLICANT: A CAB TAXI COMPANY - OWNER: FOUR FOURS, LLC - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-35195) FOR A PROPOSED 10,800 SQUARE-FOOT TAXICAB/LIMO YARD WITH ANCILLARY VEHICLE SERVICE AND AUTO REPAIR WHERE AN 8,800 SQUARE-FOOT TAXICAB/LIMO YARD WAS APPROVED, A PROPOSED 5,000 SQUARE-FOOT AUTO REPAIR GARAGE WHERE A 3,000 SQUARE-FOOT BUILDING WAS APPROVED AND TO ALLOW 24 TREES WITHIN PERIMETER LANDSCAPE BUFFERS WHERE 37 TREES WERE APPROVED, WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A ZERO-FOOT BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND ALONG THE SOUTH PERIMETER WHERE SIX FEET IS REQUIRED on 1.94 acres at 1500 Searles Avenue (APN 139-26-201-004), C-M (Commercial/Industrial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL.

92. WVR-39089 - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: KB HOME NEVADA, INC. - Request for a Waiver of Title 18.12 TO ALLOW AN INTERNAL INTERSECTION OFFSET OF 115 FEET WHERE 125 FEET IS REQUIRED AND TO ALLOW PRIVATE STREETS TO TERMINATE IN DEAD-END STUBS WHERE CULS-DE-SAC ARE REQUIRED on 8.06 acres adjacent to the southeast corner of Puli Road and Grand Teton Drive (APNs 126-13-110-016, 126-13-118-039 and 041), PD (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (3-2-1 vote) and Staff recommend APPROVAL.

93. TMP-39088 - TENTATIVE MAP - CLIFF'S EDGE POD 201 AND 203 UNIT 5 - APPLICANT/OWNER: KB HOME NEVADA, INC. - Request for a Tentative Map FOR A 52-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 8.06 acres adjacent to the southeast corner of Puli Road and Grand Teton Drive (APNs 126-13-110-016, 126-13-118-039 and 041), PD (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (3-2-1 vote) and Staff recommend APPROVAL.

94. RQR-39097 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: LODGE BPOE #1468 - Required Review of a previously approved Special Use Permit (U-0216-90) FOR A 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4100 West Charleston Boulevard (APN 139-31-801-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

95. SUP-38909 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DURANGO MARKET - OWNER: MNLK, LLC - Request for a Special Use Permit FOR A PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 2,326 SQUARE-FOOT GENERAL RETAIL STORE at 6955 North Durango Drive, Suite #1114 (APNs 125-20-215-269 and 270), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (5-1 vote) and Staff recommend APPROVAL.

96. ROC-39456 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: WILLIAM LYON HOMES - Request for a Review of Condition Number 10 of a previously approved Rezoning (ZON-9093) TO REDUCE THE LENGTH OF THE SEWER EXTENSION WHEN A FULL FRONTAGE EXTENSION OF PUBLIC SEWER IN BRENT LANE WAS REQUIRED at the southwest corner of Iron Mountain Road and Jones Boulevard (APNs 125-11-511-001 through 085), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

97. ROC-39498 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC - Request for a Review of Condition of a previously approved Special Use Permit (SUP-14687) TO ALLOW THE SALE OF INDIVIDUAL SCREW CAP WINE CONTAINERS, WHERE CONDITION NUMBER 4 STATED, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COLLERS OR SCREW CAP WINE IS PROHIBITED," at 6391 West Lake Mead Boulevard (APN 138-23-720-005), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

SET DATE

98. 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

99. 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

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

SUBJECT:
INVOCATION – REVEREND MONSIGNOR KEVIN MCAULIFFE, PASTOR, SAINT ELIZABETH ANN SETON ROMAN CATHOLIC CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 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: OCTOBER 20, 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: OCTOBER 20, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE JOHN S. PARK NEIGHBORHOOD FOR BEING NAMED A GREAT PLACE IN AMERICA

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 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 September 15, 2010 and the Special Joint City Council and Planning Commission Meeting of September 20, 2010

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 6, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ADMINISTRATIVE:

Approval of Interlocal Agreement No. 110074-PH between the City of Las Vegas, Clark County, the Las Vegas Metropolitan Police Department, the City of Henderson and the City of North Las Vegas to implement Shared Computer Operations for Protection and Enforcement II (SCOPE II) ($45,458 - General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $45,458
Funding Source: General Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
This interlocal agreement provides for implementation of SCOPE II to replace the original SCOPE application and the Wanted Vehicle System (WVS). The SCOPE II application is a criminal history repository and a vehicle history system that will be shared among the law enforcement agencies in the Las Vegas Valley. Clark County will direct the implementation on behalf of all of the local agencies. The City of Las Vegas will pay a 6% share of the total cost of $763,088, or $45,458.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement No. 110074-PH

INTERLOCAL AGREEMENT BETWEEN THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT, THE COUNTY OF CLARK, THE CITY OF LAS VEGAS, THE CITY OF HENDERSON, AND THE CITY OF NORTH LAS VEGAS REGARDING FUNDING THE REPLACEMENT OF THE SHARED COMPUTER OPERATIONS FOR PROTECTION & ENFORCEMENT (SCOPE) SYSTEM, PHASES 0 THROUGH 3

This Interlocal Agreement is hereby made and entered into on this _____ day of _____, 2010 by and among the Las Vegas Metropolitan Police Department, a law enforcement agency serving the combined jurisdictional boundaries of the County of Clark and the City of Las Vegas, the cities of Las Vegas, Henderson, and North Las Vegas, and the County of Clark, each a political subdivision of the state of Nevada, hereinafter referred to individually as a "Party" or collectively as the "Parties."

W I T N E S S E T H:

WHEREAS the Shared Computer Operations for Protection and Enforcement (SCOPE) system was established in 1968 as Nevada's first criminal history repository of arrests, convictions, sex offender registry, probation and parole, warrants, incidents of missing persons, dead bodies, homicides, and citations; and evolved to house non-criminal information including work card, business licensing, carrying concealed weapon applications, protection orders, mental petition orders, and family court writs; and

WHEREAS the Wanted Vehicle System (WVS) was established in 1983 as Nevada's only system to contain information on stolen and recovered vehicles, vehicles used in the commission of a felony, bait vehicles, police impounds, private tows and repossessions, seized vehicles, hit and run suspect vehicles, lost/stolen license plates, contact messages and missing adults and juveniles associated with vehicles; and

WHEREAS the SCOPE application was written in an archaic computer assembler language and WVS was written in a 50-year-old third generation programming language that is facing imminent retirement, these systems can no longer meet the information sharing demands that are required of a pliable, efficient, and effective crime fighting tool; and

WHEREAS SCOPE cannot be modified to meet the needs of the criminal justice personnel that use the system because the technology resources to support SCOPE are no longer available and where technology resources for WVS are difficult to find and institutions of higher education are no longer teaching those skills; and

WHEREAS over 80 Federal, State, Local and Tribal law enforcement and justice agencies heavily rely on SCOPE and WVS as an integral part of the process of identifying, apprehending, detaining, prosecuting and incarcerating criminals; and

WHEREAS the Clark County Information Technology (CCIT) department has provided maintenance support of the SCOPE and WVS systems and has led the initiative for their replacement; and

WHEREAS grant funds have been obtained to develop a justice information sharing system (SCOPE II) as a replacement for the SCOPE and WVS systems; and

WHEREAS the RFP evaluation and vendor selection was conducted under the guidance and support of the steering committee that consists of primary users of the current SCOPE and WVS systems from the parties as well as the Nevada Department of Public Safety; and

WHEREAS the SCOPE II system meets current business requirements in regards to a justice information sharing system and a vendor (Analyst International, Inc.) has been contracted to implement the SCOPE II system utilizing a custom solution that includes Microsoft technologies as well as various other known 3rd party technologies; and

WHEREAS the anticipated total of replacement, support, and maintenance costs for the SCOPE II system exceed the amount of available grant funds; and

WHEREAS the five (5) largest users of the SCOPE and WVS systems are the Las Vegas Metropolitan Police Department, Clark County, and the cities of Las Vegas, Henderson, and North Las Vegas; and

WHEREAS CCIT will provide technology services and staff to manage the SCOPE II project as well as the maintenance and operation of the SCOPE II system as defined in Exhibit D (Service Level Agreement Between CCIT & SCOPE II Project Agencies);

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. The services to be performed shall be specifically described herein, and this agreement incorporates the following attachments:

Exhibit A:	FY11 Cost Allocations
Exhibit B-1:	SCOPE Replacement & Maintenance FY11 Total Cost Summary
Exhibit B-2:	SCOPE Replacement & Maintenance FY11 Total Cost By Agency
Exhibit B-3:	"Big 5" FY11 Total Cost Allocations
Exhibit C:	Byrne JAG Contributions
Exhibit D:	Service Level Agreement (SLA)
Exhibit E:	Exhibit E – SCOPE II Phases Details

2. Phase 0 of the SCOPE II project includes the project initiation, SCOPE system requirements definition, design releases, and a baseline implementation plan; and

3. Phase 1 of the SCOPE II project will include the test plan, training materials, SCOPE data migration, initial SCOPE II system pre-production releases, SCOPE II system data source integration, the initial SCOPE II system "go live", and a year of Tier 2 vendor support; and

4. Phase 2 of the SCOPE II project will include the WVS replacement system requirements definition, design, implementation plan, test plan, training materials, WVS data migration, the SCOPE II system "go live", SCOPE II system enhancements test plan and training materials, SCOPE II system enhancement releases, and a year of Tier 2 vendor support along with internal support transition to CCIT; and

5. Phase 3 of the SCOPE II project will include interfaces and customizations, test plan, training materials, data source integrations, and a year of Tier 2 vendor support along with internal support transition to CCIT; and

6. The Clark County IT and Finance departments are managing the replacement and associated finances of the SCOPE II system, respectfully; and

7. The Clark County Finance department will utilize specific SAP software project codes to isolate and identify all financial activity associated with the SCOPE II system; and

8. CCIT will provide technology services and staff to manage the SCOPE II project as well as the maintenance and operation of the SCOPE II system as defined in Exhibit D (Service Level Agreement Between CCIT & SCOPE II Project Agencies);

9. The core hardware and software associated with the SCOPE II project will be located within the Clark County IT Operations Center facility; and

10. Support and maintenance is planned to be both in-house (i.e. Clark County) and contracted (Analyst International, Inc. and other 3rd-party technology support vendors); and

11. Clark County will invoice the respective parties on a quarterly basis for all actual project expenditures that occur from July 1, 2010 through June 30, 2011 under the cost sharing model as specified per agency in Exhibit A (Cost Allocations). The invoices will detail any amounts expended for the purpose of supporting the SCOPE II project, will be supported by proper evidence of the amounts paid, and will be due upon receipt.

12. The total amounts billed to each agency not to exceed the amount specified per agency in Exhibit A as determined by the estimated costs and cost sharing model detailed in Exhibits B-1 through B-3 (attached) unless the additional costs have been expressly approved in writing by all of the parties.

13. Should any additional agencies be added to this interlocal prior to its expiration, Exhibit A (Cost Allocations) will be amended to reallocate costs proportionately based on the methodology currently employed under Exhibit B-3 ("Big 5" FY11 Total Cost Allocations).

14. It is recognized that recommended allocations from the Byrne Justice Assistance Grant (JAG) were established as part of the local solicitation that included Clark County, the City of Las Vegas, the City of Henderson, and the City of North Las Vegas. Due to the SCOPE II project's consideration as a project of regional importance, those eligible agencies voluntarily waived their recommended allocations in order to partially fund the overall cost of the SCOPE II

project. As such, their recommended allocations will be, as part of this Agreement and as memorialized in the approved Byrne JAG interlocal, recognized as a contribution toward the costs of the project. Exhibit "C" defines the portions of the Byrne JAG allocations attributed to each respective agency in funding the SCOPE II project.

15. All non-grant supported expenditures incurred and revenues received from the parties will be accounted for by Clark County with a project code (via the assignment of an SAP internal order number) unique to the SCOPE II project.

16. This agreement will commence upon execution by the parties and continue until all payments due hereunder have been received and the County is fully reimbursed in accordance with this Agreement.

17. On or before December 31, 2010, the SCOPE II Steering Committee will evaluate the status of the project and the estimated costs to complete Phase 0 and 1 of the project, as well as whether to proceed with Phase 2 or 3 of the project in FY12.

18. This agreement will either be extended and amended to include projected FY12 costs or replaced with an Agreement to share anticipated costs among all entities utilizing the SCOPE II system. All participating agencies will review the agreement on April 1st of each year to begin discussions regarding the extension or amendment of the agreement effective the following July 1st.

19. Billing for usage of the current SCOPE system will continue per current agreements until which time a party no longer utilizes that system.

20. Any notice or other communication required under this Agreement (hereinafter referred to as "Notices") shall be in writing and either personally delivered or delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below:

To Las Vegas Metropolitan Police Department:	Las Vegas Metropolitan Police Dept. 400 Stewart Avenue Las Vegas, NV 89101 Attn: Director, Office of Finance/Budget Section
To Clark County:	Clark County PO Box 551212 500 S. Grand Central Pkwy. Las Vegas, NV 89155-1111 Attn: County Manager's Office

To City of Las Vegas:	City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101 Attn: Orlando Sanchez, Deputy City Manager
To City of Henderson	City of Henderson City Hall 240 Water Street P.O. Box 95050 MSC 211 Henderson, NV 89009-5050
To City of North Las Vegas	City of North Las Vegas 13012200 Civic Center Drive Lake Mead Boulevard North Las Vegas, NV 89030 Attn: Asst. Director Police Services

Any party may change its address by giving notice in writing to the others so that, thereafter, notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described above shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

21. No party shall assign this Agreement without first obtaining the prior written consent of the others.

22. This Agreement may not be amended or modified without consent by the governing body of each party except by a written instrument executed by the parties hereto.

23. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

24. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

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

26. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

27. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above.

PASSED, ADOPTED and APPROVED this ___ day of _____, 2010.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By:_____
DOUGLAS GILLESPIE, SHERIFF

ATTEST:

By:_____
ANNAMARIE ROBINSON, LVMPD FISCAL AFFAIRS COMMITTEE CLERK

APPROVED AS TO FORM:

By:_____
LIESL FREEDMAN, LVMPD GENERAL COUNSEL

PASSED, ADOPTED and APPROVED this ___ day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By _____
RORY REID, CHAIR

ATTEST:

_____
DIANA ALBA, COUNTY CLERK

APPROVED AS TO FORM ONLY:
DAVID ROGER
DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT, Deputy District Attorney

PASSED, ADOPTED and APPROVED this ___ day of _____, 2010.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

By:_____
BEVERLY K. BRIDGES, CMC, CITY CLERK

APPROVED AS TO FORM:

By:_____
JAMES B. LEWIS, DEPUTY CITY ATTORNEY

PASSED, ADOPTED and APPROVED this ___ day of _____, 2010.

CITY OF HENDERSON

By:_____
ANDY A. HAFEN, MAYOR

By:_____
JUTTA G. CHAMBERS, CHIEF OF POLICE

ATTEST:

By:_____
SABRINA MERCADANTE, CMC, ACTING CITY CLERK

APPROVED AS TO FORM:

By:_____
ELIZABETH M. QUILLIN, CITY ATTORNEY

PASSED, ADOPTED and APPROVED this ___ day of _____, 2010.

CITY OF NORTH LAS VEGAS

By:_____
SHARI L. BUCK, MAYOR

ATTEST:

By:_____
KAREN L. STORMS, CMC, CITY CLERK

APPROVED AS TO FORM:

By:_____
NICHOLAS G. VASKOV, CITY ATTORNEY

EXHIBIT A - FY11 COST ALLOCATIONS

SCOPE Replacement Project - SCOPE II System (Phases 0 through 3)	FY11 Cost Estimates		
	Replacement	Operating	Total
Estimate	$ 4,777,102	$ 223,212	$ 5,000,314
Less Grant/Captial	$ 4,237,226	$ -	$ 4,237,226
Balance	**$ 539,876**	**$ 223,212**	**$ 763,088**

	Big 5 Agencies Portion - Breakout	Replacement	Operating	Total	% Resp
1	Clark County	$ 137,135	$ 56,698	$ 193,833	25.4%
2	Las Vegas Metropolitan Police Department	$ 256,226	$ 105,937	$ 362,163	47.5%
3	City of Henderson	$ 59,103	$ 24,436	$ 83,539	10.9%
4	City of Las Vegas	$ 32,161	$ 13,297	$ 45,458	6.0%
5	City of North Las Vegas	$ 55,251	$ 22,844	$ 78,095	10.2%
	Total	**$ 539,876**	**$ 223,212**	**$ 763,088**	**100.00%**

EXHIBIT B-1: SCOPE Replacement & Maintenance FY11 Total Cost Summary

SCOPE Replacement & Maintenance Total Cost Summary

		FY10	FY11	FY12	FY13	FY14	FY15	Total Costs	Recurring Costs	One-Time Cost
1	Professional Services									
2	Analyst International Corporation		$ 1,410,000					$ 1,410,000		$ 1,410,000
3	Independent Project Review		$ 300,000					$ 300,000		$ 300,000
4	Independent Architectural Review									
5	Hardware		$ 537,136					$ 537,136		$ 537,136
6	Hardware Maintenance		$ -					$ -	$ -	
7	Software		$ 1,437,391					$ 1,437,391		$ 1,437,391
8	Software - Maintenance		$ -					$ -	$ -	
9	**Other**									
10	Facility		$ 14,000					$ 14,000		$ 14,000
11	Supplies		$ 10,000					$ 10,000		$ 10,000
12	**Staffing & Equipment**		$ -							
13	Internal Resources							$ 739,493	$ 46,245	$ 693,248
14	Overtime							$ 23,595	$ 23,595	
15	Training		$ 67,500					$ 67,500		$ 67,500
16	Supplies		$ 57,475					$ 57,475	$ 1,200	$ 56,275
17	Project Contingency		$ 251,552					$ 251,552		$ 251,552
18	Maintenance Contingency		$ 152,172					$ 152,172	$ 152,172	
	Total	$ -	$ 5,000,314	$ -	$ -	$ -	$ -	$ 5,000,314	$ 223,212	$ 4,777,102
	Grant/IT Capital Funded	$ -	$ 4,237,226					$ 4,237,226		
	Unfunded Difference	$ -	$ 763,088	$ -	$ -	$ -	$ -	$ 763,088		

Memo: IT Capital Allocated/Grants Awarded

HSGP	$ 248,727	
IT Capital	$ 134,272	
JAG	$ 808,377	
ARRA	$ 2,000,000	
Reid Fed Appr	$ 1,000,000	
Berkley Fed Appr	$ 300,000	
JAG FY10 - State	$ 300,000	
JAG FY10 - Clark County (CRM)	$ 468,678	
JAG FY10 - Henderson	$ 66,447	
JAG FY10 - North Las Vegas	$ 198,095	
Copper Wire (Reid COPS)	$ 400,000	*Note: May not ultimately be awarded*
	$ 5,924,596	***Note: $560,400 budgeted to be spent in FY10***

EXHIBIT B-2: SCOPE Replacement & Maintenance Total Cost By Agency

	FY11 Replacement & Maintenance Cost Model	Agency Participation ESTIMATES						Replacement & Maint $ 5,000,314									
		Total FTEs	FT Users	PT Users	Other FTEs	Total % AP Usage Area	Total Cost AP Usage Area	Interface Data Elements	Total % IDE Usage Area	Total Cost IDE Usage Area	Data Contribution	Total % DC Usage Area	Total Cost DC Usage Area	Customization Needs	Total % CN Usage Area	Total Cost CN Usage Area	TOTAL AGENCY REPLACEMENT COST
1	Boulder City PD	62	2	58	2	0.8%	$ 24,611	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 15,265
2	Clark County Public Defender	170	80	81	9	2.0%	$ 66,068	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 69,773
3	Clark County Juvenile Justice	392	10	13	369	0.4%	$ 12,453	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 16,158
4	Nellis Air force Base2	4,000	-	19	3,981	1.2%	$ 40,425	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 44,129
5	Clark County Park Police	23	-	19	4	0.2%	$ 7,821	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 11,526
6	Nevada DPS Civil Name Check Program (a.k.a Casino Projec	2	1	1	-	0.0%	$ 820	2	3.3%	$ 33,005	0	0.1%	$ (687)	2	4.4%	$ 54,828	$ 87,966
7	Nevada Division of Investigation	95	55		40	0.7%	$ 22,873	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 26,577
8	Nevada DPS Brady Handgun Program	10	9	1	-	0.1%	$ 4,099	2	3.3%	$ 33,005	0	0.1%	$ (687)	2	4.4%	$ 54,828	$ 91,246
9	Nye County Sheriff's Office	182	23	9	150	0.4%	$ 14,347	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 18,051
10	US Dept of Interior Bureau of Land Management	29	-	19	10	0.2%	$ 7,870	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 11,575
11	Clark County Coroner	150	-	16	134	0.2%	$ 7,657	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 11,362
12	Clark County Fire Department	726	-	7	719	0.3%	$ 8,764	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 12,469
13	US Internal Revenue Service	30		12	18	0.2%	$ 5,066	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 8,771
14	Clark County Special Public Defender	27	5	5	17	0.1%	$ 4,238	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 7,943
15	Nevada Division of Wildlife Law Enforcement	45	5	-	40	0.1%	$ 2,377	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 6,082
16	Las Vegas Paiute Police Department	17	4		13	0.1%	$ 1,746	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 5,451
17	Henderson Constable - CC	10	-	2	8	0.0%	$ 885	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 4,590
18	Lincoln County Sheriffs Office	33	-	7	26	0.1%	$ 3,082	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 6,787
19	Clark County Courts	750	2	300	448	3.9%	$ 127,463	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	2	4.4%	$ 54,828	$ 230,462
20	CCDC	1,151	20	180	951	2.8%	$ 89,777	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	5	11.0%	$ 137,070	$ 275,018
21	CC School District PD	172	-	147	25	1.9%	$ 60,461	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 51,115
22	District Attorney	356	3	177	176	2.3%	$ 75,225	2	3.3%	$ 33,005	2	2.7%	$ (13,737)	2	4.4%	$ 54,828	$ 149,322
23	FBI	450	-	400	50	5.1%	$ 164,371	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 155,026
24	Federal Public Defender	20	-	10	10	0.1%	$ 4,181	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 7,886
25	Henderson Muni Court	60	-	38	22	0.5%	$ 15,757	2	3.3%	$ 33,005	2	2.7%	$ (13,737)	2	4.4%	$ 54,828	$ 89,853
26	Henderson PD	400	70	315	15	4.9%	$ 157,936	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	5	11.0%	$ 137,070	$ 343,176
27	Henderson JC	21	-	8	13	0.1%	$ 3,386	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	2	4.4%	$ 54,828	$ 106,384
28	Lake Mead Recreation Area	250	-	-	250	0.1%	$ 2,050	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 5,754
29	Las Vegas Constable	30	-	30	-	0.4%	$ 12,297	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 2,952
30	LV Detention and Enforcement	425	48	21	356	1.0%	$ 31,202	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	2	4.4%	$ 54,828	$ 134,200
31	LVMPD	4,518	415	3,705	398	52.1%	$ 1,692,064	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	5	11.0%	$ 137,070	$ 1,877,305
32	LV Muni Court	150	-	65	85	0.8%	$ 27,341	2	3.3%	$ 33,005	2	2.7%	$ (13,737)	2	4.4%	$ 54,828	$ 101,437
33	Mesquite PD	310	9	266	35	3.5%	$ 113,010	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 103,665
34	NV DMV	30	-	5	25	0.1%	$ 2,254	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 5,959
35	NV Parole and Probation	250	-	200	50	2.5%	$ 82,391	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 73,045
36	NHP	533	-	224	309	2.9%	$ 94,352	5	8.3%	$ 82,513	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 165,869
37	NLV Muni Court	40	-	20	20	0.3%	$ 8,362	2	3.3%	$ 33,005	2	2.7%	$ (13,737)	2	4.4%	$ 54,828	$ 82,458
38	NLVPD	800	25	300	475	4.2%	$ 137,113	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	5	11.0%	$ 137,070	$ 322,353
39	NLV JC	22	-	9	13	0.1%	$ 3,796	5	8.3%	$ 82,513	5	6.9%	$ (34,343)	2	4.4%	$ 54,828	$ 106,794
40	Sparks PD	129	-	-	129	0.0%	$ 1,058	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 4,762
41	State Contractor's Board	70	-	15	55	0.2%	$ 6,599	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 10,304
42	State Gaming Control Board	500	2	100	398	1.4%	$ 45,073	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 35,727
43	Taxi Cab Authority	60	-	15	45	0.2%	$ 6,517	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 10,222
44	UNLV PD	44	-	15	29	0.2%	$ 6,386	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	2	4.4%	$ 54,828	$ 49,127
45	US Treasury ATF	35	-	25	10	0.3%	$ 10,330	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 14,034
46	US DHS ICE & CBP	45	-	25	20	0.3%	$ 10,412	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 1,066
47	US DEA	20	-	10	10	0.1%	$ 4,181	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 7,886
48	US Marshal Office	40	-	27	13	0.3%	$ 11,174	0	0.2%	$ 1,650	2	2.7%	$ (13,737)	0	0.2%	$ 2,741	$ 1,829
49	US Pretrial	20	-	5	15	0.1%	$ 2,172	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 5,877
50	US Probation	20	-	10	10	0.1%	$ 4,181	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 7,886
51	US Secret Service	15	-	5	10	0.1%	$ 2,131	0	0.2%	$ 1,650	0	0.1%	$ (687)	0	0.2%	$ 2,741	$ 5,836
	SUM	17,739	788	6,941	10,010	100%	$ 3,250,204	61	100.0%	$ 1,000,063	73	100%	$ (500,031)	46	100%	$ 1,250,079	$ 5,000,314

AP Usage %	65.0%
IDE Usage %	20.0%
DC Usage %	-10.0%
CN Usage %	25.0%

AP = *Agency Participation*
IDE = *Interface Data Elements Used*
DC = *Data Contribution*
CN = *Customization Needs*

EXHIBIT B-3: "Big 5" FY11 Total Cost Allocations

$ 763,088

Big 5 - FY11 Replacement & Maintanance Cost Distribution				Replacement Cost spread amongst all known user agencies					Small Agency cost distributed to Large Agencies					Large Agencies absorbing the cost of Smaller Agencies					
Jurisdiction	Combined Cost	% of Replace	Replacement Costs less Grants/ Capital	FY10	FY11	FY12	FY13	FY14	Small Agency Cost	Distribute	% of Large Agency Total	Large Agency Cost	Large Agency Adjusted	FY10	FY11	FY12	FY13	FY14	Totals
Total	$ 5,000,314	100%	$ 763,088	$ -	$ 763,088	$ -	$ -	$ -	$ 159,442	159,442	100%	$ 603,647	$ 763,088	$ -	$ 763,088	$ -	$ -	$ -	$ 763,088
Clark County	$ 1,064,752	20.99%	$ 160,333	$ -	$ 160,333	$ -	$ -	$ -		40,509	25.4%	$ 160,333	$ 192,835	$ -	$ 160,333	$ -	$ -	$ -	$ 192,835
1 CCDC	$ 275,015	5.50%	$ 41,970	$ -	$ 41,970	$ -	$ -	$ -						$ -	$ 53,055	$ -	$ -	$ -	$ 53,055
2 Clark County Coroner	$ 11,362	0.23%	$ 1,734	$ -	$ 1,734	$ -	$ -	$ -						$ -	$ 2,192	$ -	$ -	$ -	$ 2,192
3 Clark County Courts	$ 230,462	4.61%	$ 35,170	$ -	$ 35,170	$ -	$ -	$ -						$ -	$ 44,460	$ -	$ -	$ -	$ 44,460
4 Clark County Fire Dep	$ 12,469	0.25%	$ 1,903	$ -	$ 1,903	$ -	$ -	$ -						$ -	$ 2,405	$ -	$ -	$ -	$ 2,405
5 Clark County Juvenile	$ 16,158	0.32%	$ 2,466	$ -	$ 2,466	$ -	$ -	$ -						$ -	$ 3,117	$ -	$ -	$ -	$ 3,117
6 Clark County Park Poli	$ 11,526	0.23%	$ 1,759	$ -	$ 1,759	$ -	$ -	$ -						$ -	$ 2,224	$ -	$ -	$ -	$ 2,224
7 Clark County Public De	$ 69,773	1.40%	$ 10,648	$ -	$ 10,648	$ -	$ -	$ -						$ -	$ 13,460	$ -	$ -	$ -	$ 13,460
8 Clark County Special P	$ 7,943	0.16%	$ 1,212	$ -	$ 1,212	$ -	$ -	$ -						$ -	$ 1,532	$ -	$ -	$ -	$ 1,532
9 District Attorney	$ 149,322	2.99%	$ 22,788	$ -	$ 22,788	$ -	$ -	$ -						$ -	$ 28,807	$ -	$ -	$ -	$ 28,807
10 District Attorney Fami	$ -	0.00%	$ -	$ -	$ -	$ -	$ -	$ -						$ -	$ -	$ -	$ -	$ -	$ -
11 Henderson Constable	$ 4,599	0.09%	$ 701	$ -	$ 701	$ -	$ -	$ -						$ -	$ 886	$ -	$ -	$ -	$ 886
12 Henderson JC	$ 108,384	2.13%	$ 16,235	$ -	$ 16,235	$ -	$ -	$ -						$ -	$ 20,523	$ -	$ -	$ -	$ 20,523
13 Las Vegas Constable	$ 2,952	0.06%	$ 450	$ -	$ 450	$ -	$ -	$ -						$ -	$ 569	$ -	$ -	$ -	$ 569
14 NLV JC	$ 105,794	2.14%	$ 16,298	$ -	$ 16,298	$ -	$ -	$ -						$ -	$ 20,602	$ -	$ -	$ -	$ 20,602
LVMPD	$ 1,777,804	37.94%	$ 288,492	$ -	$ 288,492	$ -	$ -	$ -		73,671	47.5%	$ 288,492	$ 362,163	$ -	$ 362,163	$ -	$ -	$ -	$ 362,163
15 Clark County 61.4% of	$ 1,162,685	23.05%	$ 175,906	$ -	$ 175,906	$ -	$ -	$ -						$ -	$ 222,368	$ -	$ -	$ -	$ 222,368
16 CLV 38.6% of LVMPD	$ 724,640	14.49%	$ 110,586	$ -	$ 110,586	$ -	$ -	$ -						$ -	$ 139,795	$ -	$ -	$ -	$ 139,795
City of Henderson	$ 433,029	8.66%	$ 66,064	$ -	$ 66,064	$ -	$ -	$ -		17,455	10.9%	$ 66,064	$ 83,519	$ -	$ 83,519	$ -	$ -	$ -	$ 83,519
17 Henderson Muni Cour	$ 90,853	1.80%	$ 13,712	$ -	$ 13,712	$ -	$ -	$ -						$ -	$ 17,334	$ -	$ -	$ -	$ 17,334
18 Henderson PD	$ 343,176	6.86%	$ 52,371	$ -	$ 52,371	$ -	$ -	$ -						$ -	$ 66,204	$ -	$ -	$ -	$ 66,204
City of Las Vegas	$ 215,637	4.31%	$ 35,960	$ -	$ 35,960	$ -	$ -	$ -		9,491	6.0%	$ 35,960	$ 45,451	$ -	$ 45,451	$ -	$ -	$ -	$ 45,451
19 LV Detention and Enfo	$ 134,206	2.68%	$ 20,480	$ -	$ 20,480	$ -	$ -	$ -						$ -	$ 25,889	$ -	$ -	$ -	$ 25,889
20 LV Muni Court	$ 101,437	2.03%	$ 15,480	$ -	$ 15,480	$ -	$ -	$ -						$ -	$ 19,569	$ -	$ -	$ -	$ 19,569
City of North Las Vegas	$ 404,812	8.10%	$ 61,779	$ -	$ 61,779	$ -	$ -	$ -		16,317	10.2%	$ 61,779	$ 78,095	$ -	$ 78,095	$ -	$ -	$ -	$ 78,095
21 NLVPD	$ 322,353	6.45%	$ 49,194	$ -	$ 49,194	$ -	$ -	$ -						$ -	$ 62,187	$ -	$ -	$ -	$ 62,187
22 NLV Muni Court	$ 82,458	1.65%	$ 12,584	$ -	$ 12,584	$ -	$ -	$ -						$ -	$ 15,908	$ -	$ -	$ -	$ 15,908
State-DPS	$ 444,794	8.89%	$ 67,865	$ -	$ 67,865	$ -	$ -	$ -	$ 67,865										
23 Nevada Division of Inv	$ 26,577	0.53%	$ 4,056	$ -	$ 4,056	$ -	$ -	$ -											
25 Nevada DPS Brady Ha	$ 91,246	1.82%	$ 13,925	$ -	$ 13,925	$ -	$ -	$ -											
26 Nevada DPS Civil Rant	$ 87,966	1.76%	$ 13,424	$ -	$ 13,424	$ -	$ -	$ -											
27 NHP	$ 166,869	3.32%	$ 25,313	$ -	$ 25,313	$ -	$ -	$ -											
29 NV Parole and Probat	$ 73,045	1.46%	$ 11,147	$ -	$ 11,147	$ -	$ -	$ -											
State-Other	$ 169,584	3.37%	$ 25,720	$ -	$ 25,720	$ -	$ -	$ -	$ 25,720										
24 Nevada Division of Wi	$ 6,062	0.12%	$ 928	$ -	$ 928	$ -	$ -	$ -											
28 NV DMV	$ 5,959	0.12%	$ 909	$ -	$ 909	$ -	$ -	$ -											
30 Taxi Cab Authority	$ 10,222	0.20%	$ 1,560	$ -	$ 1,560	$ -	$ -	$ -											
31 CC School District PD	$ 51,115	1.02%	$ 7,801	$ -	$ 7,801	$ -	$ -	$ -											
32 UNLV PD	$ 48,127	0.98%	$ 7,497	$ -	$ 7,497	$ -	$ -	$ -											
33 State Contractor's Boa	$ 10,304	0.21%	$ 1,573	$ -	$ 1,573	$ -	$ -	$ -											
34 State Gaming Control	$ 35,727	0.71%	$ 5,452	$ -	$ 5,452	$ -	$ -	$ -											
Federal	$ 277,566	5.55%	$ 42,357	$ -	$ 42,357	$ -	$ -	$ -	$ 42,357										
35 FBI	$ 155,026	3.10%	$ 23,656	$ -	$ 23,656	$ -	$ -	$ -											
36 Federal Public Defend	$ 7,868	0.16%	$ 1,203	$ -	$ 1,203	$ -	$ -	$ -											
37 Lake Mead Recreation	$ 5,754	0.12%	$ 878	$ -	$ 878	$ -	$ -	$ -											
38 Nellis Air force Base2	$ 44,129	0.88%	$ 6,735	$ -	$ 6,735	$ -	$ -	$ -											
39 US DEA	$ 7,886	0.16%	$ 1,203	$ -	$ 1,203	$ -	$ -	$ -											
40 US Dept of Interior Bu	$ 11,675	0.23%	$ 1,766	$ -	$ 1,766	$ -	$ -	$ -											
41 US DHS ICE & CBP	$ 1,086	0.02%	$ 163	$ -	$ 163	$ -	$ -	$ -											
42 US Internal Revenue S	$ 8,771	0.18%	$ 1,339	$ -	$ 1,339	$ -	$ -	$ -											
43 US Marshal Office	$ 1,829	0.04%	$ 279	$ -	$ 279	$ -	$ -	$ -											
44 US Pretrial	$ 5,877	0.12%	$ 897	$ -	$ 897	$ -	$ -	$ -											
45 US Probation	$ 7,868	0.16%	$ 1,203	$ -	$ 1,203	$ -	$ -	$ -											
46 US Secret Service	$ 5,836	0.12%	$ 891	$ -	$ 891	$ -	$ -	$ -											
47 US Treasury ATF	$ 14,034	0.28%	$ 2,142	$ -	$ 2,142	$ -	$ -	$ -											
Outside County	$ 133,266	2.67%	$ 20,337	$ -	$ 20,337	$ -	$ -	$ -	$ 20,337										
48 Lincoln County Sheriff	$ 6,787	0.14%	$ 1,036	$ -	$ 1,036	$ -	$ -	$ -											
49 Mesquite PD	$ 103,665	2.07%	$ 15,829	$ -	$ 15,829	$ -	$ -	$ -											
50 Nye County Sheriff's O	$ 18,091	0.36%	$ 2,755	$ -	$ 2,755	$ -	$ -	$ -											
51 Sparks PD	$ 4,762	0.10%	$ 727	$ -	$ 727	$ -	$ -	$ -											
City of Boulder	$ 15,265	0.31%	$ 2,330	$ -	$ 2,330	$ -	$ -	$ -	$ 2,330										
52 Boulder City PD	$ 15,265	0.31%	$ 2,330	$ -	$ 2,330	$ -	$ -	$ -											
Tribal	$ 5,451	0.11%	$ 832	$ -	$ 832	$ -	$ -	$ -	$ 832										
53 Las Vegas Paiute Police	$ 5,451	0.11%	$ 832	$ -	$ 832	$ -	$ -	$ -											

NOTE: Only 53 agencies are shown because these are the agencies currently tracked by the CCIT billing system. Other agencies gain indirect access to SCOPE via another agency.

EXHIBIT C

Agency Contributions Toward the SCOPE II Project via Edward Byrne JAG Funds Received

	Big 5 Agencies Portion - Breakout	Total
1	Las Vegas Metropolitan Police Department	$ -
2	Clark County	$ -
3	City of Las Vegas	$ 463,502
4	City of Henderson	$ 69,018
5	City of North Las Vegas	$ 206,840
	Total	**$ 739,360**

Memo: *Mesquite allocation of $69,018 Edward Byrne JAG funds contributed towards costs of overall SCOPE II project (total Edward Byrne JAG funds put towards SCOPE II project = $808,377)*

Information TECHNOLOGY

Information TECHNOLOGY

Exhibit D - Service Level Agreement (SLA)

Between

Clark County Information Technology (CCIT)

and

Shared Criminal Operations for the Protection and Enforcement (SCOPE II) Project Agencies

For Support of

SCOPE II Services

Contents

1 General overview 3
2 Terms and conditions 3
3 Covered services 4
4 Party responsibilities 5
5 IT personnel 6
6 Service requests 6
7 Reporting incidents 6
8 Documentation 6
9 Change management 7
Appendix A: Installation of SCOPE II GUI Software 8
Appendix B: Installation of SCOPE II network-attached printers 9
Appendix C: After-Hours CCIT Help Desk Support 10
Appendix D: After Hours Monitoring 15
Appendix E: Password Resets and Unlock User Accounts 16
Appendix F: Sample Service Requests 17
Appendix G: Estimated IT Personnel 19

1 General overview

This Service Level Agreement (SLA) documents the information technology (IT) support services provided by the Clark County Information Technology (CCIT) Department and the SCOPE II User Agencies for support of SCOPE II Services. The ultimate objective of this Agreement is to document internal IT support group services and processes to ensure high-quality and timely delivery of project and production support of SCOPE II Services to customers. This SLA directly addresses the internal IT structure required to support SCOPE II customer requirements.

Parties

The parties affected by this SLA are:

- Clark County CCIT
- SCOPE II User Agencies

Environment

The SCOPE II User Agencies provide justice and public safety services to the public of Clark County and Nevada. SCOPE II, which stands for Shared Criminal Operations for the Protection and Enforcement, second version, is the information system of choice for replacing the SCOPE & Wanted Vehicles systems.

The SCOPE II will reside on equipment that is located in the CCIT's Operations Center. The SCOPE II User Agencies will use the SCOPE II to perform their duties in providing justice and public safety services. Most law enforcement agencies operate on a 24x7 basis.

CCIT will work to ensure that the application infrastructure is maintained in a reliable way so that the SCOPE II Services are available when required by SCOPE II users.

Contact persons

Agency Contact	Agency Contact	Agency Contact	Agency Contact	Agency Contact
Lynne Cavalerri Las Vegas Metropolitan L2458C@LVMPD.COM	Kowan Connally, North Las Vegas Police Department connollyk@cityofnorthlasvegas.com	Hillary Velado Henderson Police Department Hillary.Velado@cityofhenderson.com	Gary Bishop Las Vegas Detention & Enforcement gbishop@lasvegasnevada.gov	Kathy Komba Nevada Department of Public Safety kcomba@dps.state.nv.us

CCIT Applications Contact	CCIT Infrastructure Contact	CCIT Telecommunications Contact	CCIT Support Contact	CCIT Change Manager Contact
Rosalina Rios Business Services Manager 455-4036 rrios@co.clark.nv.us	Dave Young Infrastructure Manager 455-2230 dyoung@co.clark.nv.us	Lester Lewis Network/Telecommunications Administrator 455-4023 llewis@co.clark.nv.us	George Lopez Support Manager 455-3021 glopez@co.clark.nv.us	Janice Piestrak Change Manager 455-5573 piestrak@co.clark.nv.us

2 Terms and conditions

Agreement period

This Agreement is valid from the effective date of the interlocal agreement between the SCOPE II User Agencies and Clark County and remains in effect throughout the life span of the interlocal agreement.

Hours of coverage

Except for after-hours help desk support, the procedures in this Agreement are followed from **8:00 a.m. to 5:00 p.m., Monday through Friday** (except on County holidays). SCOPE II user Agencies may request emergency services from CCIT for urgent issues during non-covered hours by calling the CCIT Help Desk at 455-3282.

3 Covered services

Services that are covered in this agreement

1. Project management of the SCOPE II project, including the Analyst International Consulting (AIC) contract and supplemental technology providers. Project management will include coordination with the Project Steering Committee and project team, management of the vendor contracts, project scope, schedule, budget, and status reporting.
2. Business analysis support for:
    - Business process flows, liaison between vendor and functional team on quality assurance on business requirements and system design;
    - Data migration planning, offloading, data validation, transformation, cleanup, and liaison between vendor and functional team on quality assurance of data conversion;
    - Testing planning, liaison between vendor, functional team, and technical team for quality assurance on testing criteria, test scenarios, and test cases for user acceptance testing, including defect tracking, failover, stress, and regression testing;
    - Documentation and training, liaison between vendor and functional team on quality assurance of system, user documentation, and training;
    - Backup and recovery, liaison between vendor, functional, and technical team for quality assurance on planning backup preventive maintenance;
    - Security administration, liaison between vendor, functional, and technical team for planning security requirements, roles, privileges, management and administration, and documentation thereof.
3. Application technical support for:
    - Data migration;
    - Legacy system technical consulting;
    - Application coding standards;
    - Application support for the new SCOPE II as it is transitioned from AIC to CCIT.
        - Application support will include fixing application software and data bugs, enhancing application functionality, coordinating, planning, and testing application upgrades, maintaining application source version control to application changes, and maintaining application support documentation.

- Application reporting services are excluded and will be federated to enable Agencies to have their respective technology resources provide that service.
- Application enhancements that exceed 3 months or 480 hours of work effort, or result in unbudgeted equipment or vendor services costs are excluded from normal application support. Such requests will be referred to the SCOPE II Change Management Committee for resource supplements.
- Application training will be minimal and provided via a "train-the-trainer" approach to the Agencies before application enhancements are deployed. Agencies will be required to provide/maintain end-user and technical training.
- Application enhancements and upgrades will be coordinated with and governed by the SCOPE II Change Management Committee comprised of the noted Agency Contacts.

4. The SCOPE II Change Management Committee comprised of the noted Agency Contacts will review and approve all SCOPE II application changes (enhancements, upgrades). All changes to the SCOPE II application and supporting infrastructure will be governed by the CCIT Change Management Policy (IT-GOV-01-GDL-004-001), Process (IT-GOV-01-PRC-004-001) and Guideline (IT-GOV-01-GDL-004-001) in coordination with the SCOPE II Change Management Committee.
5. Support of installed servers, storage devices, and application software that comprise the SCOPE II Services. The components supported by CCIT are located on CCIT premises. A detailed list can be made available upon request.
6. Network support of network devices and circuits managed by CCIT that support SCOPE II connectivity services. Network issues affecting agency connectivity to SCOPE II should first be reported via their respective Agency Help Desk Support Centers to detect source of issue. For unresolved source of network issues affecting SCOPE II connectivity services, CCIT will work with respective IT counterparts and vendors to identify source of problem and to reestablish connectivity.
    - The SCOPE II system will use the Clark County assigned 198.51.142.0 network for outside agency access to the extent possible. In addition, the SCOPE II system will use the following private networks internally: 172.29.144.0, 172.29.145.0, 172.29.146.0, 172.29.147.0. In the event that one of these private address ranges causes a conflict with a subscribing Agency, it will be the responsibility of the subscribing Agency to change to address the conflict.
7. After-hours, weekend, and holiday First Tier Help Desk services for times outside the normal business hours. A detailed procedure is documented in Appendix C.
8. After-hours, weekend, and holiday monitoring services for times outside the normal business hours at the CCIT Support Center. A detailed procedure is documented in Appendix D.
9. SCOPE II Password Reset and Unlock User Account services, as described in Appendix E for SCOPE II users provisioned by CCIT.

4 Party responsibilities

SCOPE II Agency responsibilities

Each agency agrees to:

- Test compatibility of SCOPE II application with system upgrades and patches.

- Provide end-user and technical training associated with system upgrades and enhancements.
- Provide application reporting services.
- Follow appropriate procedures for requesting services as defined by the CCIT.
- Determine appropriate ticket priority (low, medium, or high) in cooperation with CCIT.
- Request and schedule special services or major changes well in advance through the CCIT Help Desk and following procedures defined by CCIT.
- Be available to provide critical information upon receiving a request for information from CCIT seeking to resolve a SCOPE II service issue.
- Provide current contact information and incident escalation procedure for emergency after-hours support between the hours of 5:00 p.m. and 8:00 a.m. as well as on weekends and holidays.
- Keep CCIT Help Desk informed of status of after-hours incidents that have been escalated via SCOPE II Agency Help Desk Support, until resolved.

CCIT responsibilities

CCIT agrees to:

- Meet response times associated with the priority assigned to incidents and service requests.
- Maintain appropriately trained staff to deliver services outlined in Section 3.
- Schedule maintenance (downtime) for the SCOPE II application and supporting infrastructure Tuesday and Thursday mornings between 2 a.m. and 6:00 a.m. unless circumstances warrant performing maintenance at another time.
- Communicate in writing (e-mail) with agency contacts regarding changes such as application, hardware installation, upgrades, updates or patches. (see *Change management*, at Section 9).

5 IT personnel

CCIT has estimated the type and percentage of time for each of the IT personnel resources to be applied to the project and maintenance thereafter of SCOPE II. CCIT with Clark County Finance will track the actual hours applied to the SCOPE II project and will adjust the estimate with actual each quarter. Chargeback costs for IT personnel resources will be handled within the interlocal agreement (per Exhibit A). Where possible, CCIT will implement a federated model of SCOPE II services as mutually agreed upon by agency representatives to minimize number of CCIT personnel needed to support SCOPE II and to enable agencies to self-serve their needs. IT Personnel resources are documented in *Appendix G: Estimated IT Personnel.*

6 Service requests

Services (as opposed to incidents; see Reporting incidents below) are planned activities the SCOPE II User Agencies know will be required at some time in the future. SCOPE II User Agencies can submit service requests by sending an e-mail message to the CCIT Help Desk at ITHelpDesk@co.clark.nv.us or by calling 702-455-3282. Advance notice requirements can vary by

requested service. Sample Service Requests are documented in *Appendix F: Sample Service Requests.*

7 Reporting incidents

SCOPE II Agency Help Desk Support Centers provide initial support for incidents related to the SCOPE II Services. If the incident is believed to be caused by an application or infrastructure component, the SCOPE II Agency Help Desk Support Center will escalate the ticket to the CCIT Help Desk per documented procedures. A detailed procedure is documented in Appendix C.

8 Documentation

CCIT agrees to maintain up-to-date documentation of SCOPE II installed software and hardware infrastructure and enter appropriate information in a repository so that it is available to all staff or user agencies for reference.

CCIT agrees to maintain up-to-date SCOPE II application documentation, such as application landscape, software versions, database instances and their tuning parameters, SCOPE II users, and their privileges, etc.

To minimize support issues and maintain responsiveness on critical issues, SCOPE II User Agencies agree to maintain end-user documentation and to train users on SCOPE II. Initial SCOPE II end-user documentation and training will be provided by AIC as described in the Statement of Work contract with AIC.

CCIT agrees to maintain up-to-date documentation of installed hardware infrastructure, such as: contents of operating systems configuration files, lists of devices and their associated parameters, system tuning parameters, etc. Initial SCOPE II infrastructure documentation will be provided by AIC as described in the contract with AIC.

Documentation will be stored on SharePoint sites, and appropriate access will be granted to pertinent documentation.

9 Change management

Change management oversees events that alter the existing state of IT services, including SCOPE II software, associated hardware, networks, documentation, and facilities. CCIT will work with SCOPE II User Agencies to minimize disruption of SCOPE II Services by communicating in advance of any planned changes.

The CCIT Change Manager will provide the SCOPE II User Agency contacts and SCOPE II Change Management Committee with agendas and minutes of CCIT Enterprise Change Advisory Board meetings.

The SCOPE II Change Management Committee will provide the CCIT Change Manager with timely notification of key events that affect SCOPE II Services, including periods of critical availability, to be documented as Change Events on the Clark County Enterprise Forward Schedule of Change.

SCOPE II application changes, as approved by the SCOPE II Change Management Committee, will be documented by CCIT staff supporting the SCOPE II system and governed by the CCIT Change Management Policy (IT-GOV-01-POL-004).

Changes to the infrastructure supporting the SCOPE II Application will be documented by CCIT staff, governed by the CCIT Change Management Policy (IT-GOV-01-POL-004), and coordinated with the SCOPE II Change Management Committee.

The SCOPE II Change Management Committee may designate representatives to attend/participate in CCIT's weekly Enterprise Change Advisory Board meetings.

Appendix A: Installation of SCOPE II GUI Software

CCIT distributes the SCOPE II GUI client software to all departments and agencies that use the SCOPE II application.

For County departments that CCIT supports, CCIT is responsible for the installation of the SCOPE II GUI client software on the computers of SCOPE II users. This is done using automated software distribution tools, such as MSI and SMS. These deployments can consist of:

- New versions
- Configuration changes
- .ini file replacements

For departments and agencies that CCIT does not support, CCIT distributes SCOPE II GUI client software to agency technical liaisons who, in turn, install the software on the computers of their users.

For departments and agencies that CCIT will support, the following apply:

SCOPE II User Agency submits requests for deployment of the SCOPE II GUI client through CCIT Help Desk, as described in Service Requests on Page 5. Lead times for each type of request are documented in *Appendix F: Sample Service Requests*.

SCOPE II User Agency provides the SCOPE II GUI client software versions, configuration changes, .ini files, etc. that are to be deployed to IT Desktop support.

SCOPE II User Agency and CCIT Change Management processes review and approve SCOPE II GUI client changes before deployment (See Change Management on page 6).

SCOPE II User Agency and IT Desktop Support jointly test changes to the SCOPE II GUI client. This includes, but is not limited to, testing the client with all installed versions of MS Office.

CCIT includes SCOPE II User Agency in test plans for changes to Enterprise-wide applications, to ensure compatibility with the SCOPE II GUI client.

CCIT includes SCOPE II User Agency in Early Adopters for Windows operating system patches, to ensure early identification of any incompatibility with the SCOPE II GUI client.

SCOPE II User Agency notifies CCIT immediately of any incidents that arise related to the SCOPE II GUI client after implementation of any patches or upgrades.

Appendix B: Installation of SCOPE II network-attached printers

CCIT and SCOPE II User Agencies work together to add network-attached printers in the SCOPE II system. There is an assumption that every new network-attached printer should be set up in SCOPE II. As the technical architecture and functional requirements for the SCOPE II system evolve, the need to define network-attached printers in the SCOPE II system may not be needed or may result in a set of compatible printers for agencies to procure and install.

Not all network-attached printers are supported by the SCOPE II application. Installing a non-supported printer to SCOPE II may result in reduced functionality. Upon receipt of a request to set up a new printer, SCOPE II User Agency determines whether or not to add it to SCOPE II.

For County departments that the CCIT supports, the CCIT is responsible for the installation of printers on the network print server. Requests for new printers to be installed are submitted to the CCIT Help Desk, who assigns them to CCIT Desktop Support.

Upon completion of installation of the printer on the network, the CCIT Desktop Support will provide the CCIT Help Desk the following information:

- Printer Network Name or IP Address
- Printer Appliance Name or IP Address
- Printer Model
- Printer Location

For County departments or agencies CCIT does not support, new printers are installed by the department's or SCOPE II User Agency's technical resources. Requests for these new printers to be added to SCOPE II are submitted to the respective department or Agency's IT Help Desk.

CCIT maintains a list of network printers they have installed with an indication of whether or not the printer is set up in SCOPE II. This list is available to SCOPE II User Agencies upon request.

CCIT maintains a list of SCOPE II-supported printers. This list is available to all SCOPE II User Agencies upon request.

Appendix C: After-Hours Help Desk Support

After-Hours CCIT Help Desk Support

The following services are provided 7 days a week from 5 p.m. to 8 a.m. and 24 hours a day on weekends and holidays:

- Logging of all telephone calls received for support related to SCOPE II Services in designated call tracking system
- Resetting of SCOPE II passwords (See Appendix F) for CCIT provisioned users
- Unlocking of SCOPE II user accounts (See Appendix F) for CCIT provisioned users
- Escalation of tickets to SCOPE II Support (see Logging Tickets and Service Requests)
- Providing reports of tickets logged

Logging Incidents and Service Requests:

- For user calls that do not fall into the category of "password resets" and/or "user unlocks" a ticket is raised and routed to "SCOPE II Support"
- General information to record should conform with the pre-existing work instructions for the SCOPE II Support ticket capturing process
- "Special Circumstance"
    - SCOPE II reported as "Down"
        - Definition: For purposes of this document, "SCOPE II Down" is defined as:
            - User unable to log into the SCOPE II system (provided they are using the correct login name and password – password and user resets are NOT included in this category)
            - User unable to save data (error message "short dump" results when attempting to save data)
        - Confirmation:
            - First CCIT will confirm this is not 'normal maintenance', other scheduled downtime, network connectivity issues, etc. by checking the CCIT Change Schedule (See Change Management on page 7)
            - If scheduled or normal downtime, or other non-SCOPE II-related issues, no action is required (For SCOPE II User Agency Support)
        - If SCOPE II is confirmed as down, and not part of scheduled or 'normal' maintenance:
            - The contact list provided for after-hours emergency support will be used
            - The contacts on the list are called in the order listed

- Once the outage has been reported to a 'Live' contact, the emergency contact handles the issue (and any further contacts) from that point forward
- A ticket is logged, assigned a Priority 1, and routed to SCOPE II Support

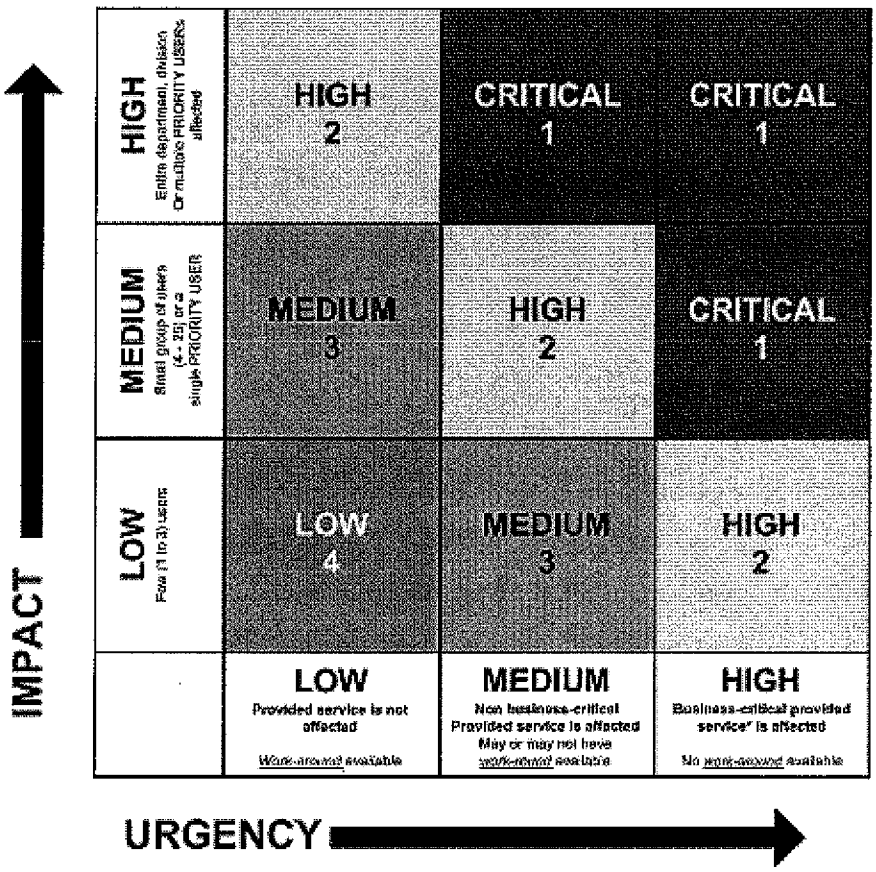
Incident Priority:

For purposes of 'after hours' support, all tickets are classified only as Priority 3, or Priority 1, as follows:

- All tickets are classified as Priority 3 with the following exceptions:
  - Password resets and User unlocks performed by After Hours Help Desk are logged as Priority 2.
  - See note "Special Circumstances" (supra) for "SCOPE II Down" (Immediate Priority 1 if confirmed as 'Down')
  - Use CCIT Incident guidelines for classification of other issues
    - For Priority 1 incidents, the contact listing as defined for "SCOPE II Down" will be followed
    - It is not expected there will be many Priority 1 incidents related to SCOPE II being down
  - Exceptions:
    - If CCIT Help Desk is unsure of the Impact/Urgency/Priority, the incident will be logged, and the "after-hours" contact listing used. Once a 'live' contact is reached, the incident details will be provided and the after-hours contact will handle the incident from that point forward. Diligence will be applied in exercising this option.
    - Other off-hours contingencies fall to the SCOPE II Users to arrange for after-hour SCOPE II support in advance if they--or their group/department--have planned after-hours activities requiring SCOPE II Support.

- Response Times- Response and resolution times are associated with the below Priority matrix.

Priority Matrix



Target Response and Resolution Times by Priority.
*Click Here: Project Logging Procedures for Priority 5 ticketing.

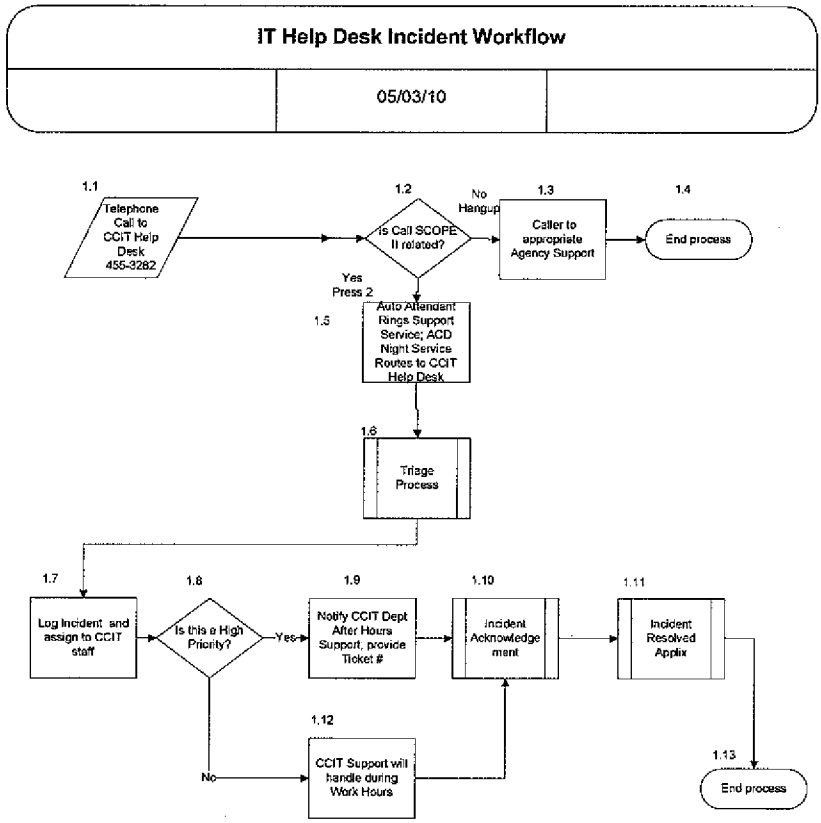
Targets	Critical (1)	High (2)	Medium (3)	Low (4)
Maximum RESPONSE Time	< 15 Minutes	< 2 hours	< 8 hours	< 16 hours
Maximum RESOLUTION Time	2 hours	8 hours	48 hours	Planned or Negotiated

After-Hours Emergency Contacts:

A current listing of CCIT support staff and work and home phone numbers will be provided by the CCIT managers and maintained by the CCIT Help Desk for performing after-hours emergency contacts.

Calls for after-hours support are made to the above listing in the order the contacts are listed. Once a 'live' person is reached, no additional calls need be made. SCOPE II User Agency Support takes any required actions, or further contacts, at that time.

SCOPE II AGENCY Support keeps CCIT Help Desk informed of status of incident, until resolved.



1.0 Telephone call to 455-3282 is initiated.

1.1 Auto Attendant answers and informs caller of two choices.

1.2 Caller selects "1" IT SCOPE II issue. Go to 1.5.

1.3 If not an IT SCOPE II issue, caller hangs up and should call appropriate support agency.

1.4 End Process

1.5 If caller selects "1", Auto Attendant rings the CCIT Help Desk.

1.6 CCIT Help Desk performs SCOPE II triage to determine if this is a Priority 1 SCOPE II issue.

1.7 CCIT Help Desk logs incident and assigns to SCOPE II Support.

1.8 CCIT Help Desk determines if this is a Priority 1 SCOPE II incident that requires After Hours support. If no, go to 1.9; if yes, go to 1.10

1.9 SCOPE II User Agency will receive email notification of the incident and handle it during their regular work hours. Go to 1.11.

1.10 If issue is a Priority 1, then CCIT Help Desk will notify SCOPE II After Hours Support and provide the incident number that has been assigned.

1.11 The support person to whom the incident is assigned contacts the customer to acknowledge receipt of the incident.

1.12 Incident resolved. If resolution occurs during After Hours period, CCIT Help Desk is notified of resolution.

1.13 Process Complete.

Appendix D: After-Hours Monitoring

CCIT Operations provides after-hours monitoring of SCOPE II by receiving e-mail alert messages and contacting SCOPE II User Agencies. This service is provided 7 days per week from 5 p.m. to 8 a.m. and 24 hours per day on weekends and holidays:

- SCOPE II monitoring application is configured to send e-mail messages to the CCIT Operations e-mail account when an alert is raised.
- CCIT Operations logs an incident ticket using the Logging Incidents and Service Requests instructions in Appendix C.
- CCIT Operations contacts SCOPE II AGENCY after-hours alert contacts as identified below:

SCOPE II AGENCY After-Hours Alert Contacts:

A current listing of SCOPE II AGENCY After-Hours Alert Contacts and work and home phone numbers will be provided by the SCOPE II Agency managers and maintained by the CCIT Service Desk.

Appendix E: Password Resets and Unlock User Accounts

SCOPE II Security will be configured to distribute administration to agencies using the Active Directory Federated Services. For users provisioned by CCIT, the CCIT Help Desk will reset passwords and unlock user accounts for users for the SCOPE II application.

Appendix F: Sample Service Requests

SCOPE II PRODUCTION REQUESTS	
SERVICE REQUEST	**LEAD TIME FOR REQUEST**
Deployment of new version of SCOPE II GUI Includes SCOPE II Desktop client upgrades and SCOPE II Desktop client installation services	**6 weeks** before scheduled deployment date SCOPE II User Agency will provide any new client version and configuration to CCIT Desktop Support
Deployment of updated SCOPE II GUI client configuration Includes SCOPE II Desktop client upgrades and SCOPE II Desktop client installation services	**6 weeks** prior to scheduled deployment date SCOPE II AGENCY in conjunction with CCIT Support staff will provide SCOPE II Client configuration changes that need to be deployed
Deployment of replacement .ini file for SCOPE II GUI client	**2 weeks** prior to scheduled deployment date
Installation: configuration and customization of system hardware and operating systems.	**4 weeks** prior to scheduled deployment date
Hardware Upgrades: upgrade memory RAM and disk drives and install peripheral cards.	**3 weeks** prior to scheduled installation date SCOPE II User Agency will procure required hardware
Operating system Updates: installing operating system updates	**4 weeks** prior to scheduled installation date
Operating System Patches: applying operating system patches	**Will occur monthly**
New Virtual Server Creation: creation of new virtual servers, including storage allocation and backup (excludes applications)	**2 weeks** prior to required date
Storage Allocation: increase/decrease assigned storage or move to different tier	**4 weeks** prior to required date
Point-In-Time Backup of Operating Systems	**3 business days** prior to required date

SCOPE II PROJECT-RELATED REQUESTS	
SERVICE REQUEST	**LEAD TIME FOR REQUEST**
Deployment of replacement .ini file for SCOPE II GUI client	**1 week** prior to scheduled deployment date

Appendix G: Estimated IT Personnel

SCOPE II Estimated IT Personnel

Personnel	FY10	FY11	FY12	FY13	FY14	FY15	Total
Application Supervisor		0.15	0.15	0.15	0.15	0.15	0.75
Customer Support Specialist		0.10	0.10	0.10	0.10	0.10	0.50
Programmer Analyst		1.00	1.00	1.00	1.00	1.00	5.00
Project Manager	1.00	1.00	1.00	1.00			4.00
Sr Business Systems Analyst	1.00	1.00	1.00	1.00	1.00	1.00	6.00
Sr Database Administrator	0.75	0.75	0.75	0.75	0.50	0.50	4.00
Sr Network Analyst		0.10	0.10	0.10	0.10	0.10	0.50
Sr Programmer Analyst		1.00	1.00	1.00	1.00	1.00	5.00
Sr Systems Programmer	1.00	1.00	1.00	1.00	1.00	1.00	6.00
Systems Operator		0.10	0.10	0.10	0.10	0.10	0.50
Total	3.75	6.20	6.20	6.20	4.95	4.95	32.25

EXHIBIT E: SCOPE II Phases Details

			Grant End Dates	2/28/2011		10/30/2012	10/30/2012				6/30/2011	3/30/2013		9/30/2013		
			SAP Acct IDs	580-MASI-RUSTINFO	JF0HSCOP03007	0930 SCOPE-ARRA	JAG10-SCOPE									
	BUDGET							FUNDING SOURCES								
	Cost Descriptions	Est Cost	FY08 HSGP Grant	FY08 Clark County Capital	FY09 State ARRA JAG Grant	FY09 Local JAG Grant	FY10 Reid Set-Aside	FY10 Copper Wire Re-direct	FY10 Berkley Set Aside (COPS Grant)	FY10 State JAG	FY10 JAG Local Grant	FY10 JAG Local Grant (Henderson)	FY10 JAG Local Grant (NLV)	Difference between funding & est cost	Comment
$ 13,308,841	Implementation	$ 13,308,841	$ 248,727	$ 134,272	$ 2,000,000	$ 808,378	$ 1,000,000	$ 400,000	$ 300,000	$ 300,000	$ 468,678	$ 66,447	$ 198,095	$ (7,384,244)	
$ 4,565,100	Solution Provider (AO) Bid	$ 4,565,100	$ 248,727	$ 134,272	$ 1,522,301	$ -	$ 1,000,000	$ 137,906	$ -	$ -	$ 468,678	$ 66,447	$ 198,095	$ (789,674)	
$ 560,400	Phase 0 - Plan and Design	$ 560,400	$ 248,727	$ 134,272	$ 177,401	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	Project Initiation	$ 40,000	$ -	$ (248,727)	$ 40,000	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	SCOPE System Requirements	$ 120,000	$ (120,000)	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	SCOPE System Design Release #1	$ 130,000	$ (130,000)	$ (127,727)	$ 2,273	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	SCOPE System Design Release #2	$ 210,000	$ -	$ (6,545)	$ 135,128	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	Implementation Plan (Baseline)	$ 60,000	$ -	$ (60,000)	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
$ 1,343,900	Phase 1 - Initial SCOPE II	$ 1,343,900	$ -	$ -	$ 1,343,900	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	Test Plan, Training Materials	$ 90,000	$ -	$ -	$ (90,000)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	SCOPE Data Migration	$ 80,000	$ -	$ -	$ (80,000)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	Initial SCOPE II Pre-Production Release #1	$ 500,000	$ -	$ -	$ (500,000)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	Initial SCOPE II Pre-Production Release #2	$ 380,000	$ -	$ -	$ (380,000)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	SCOPE II Data Source Integration #1	$ 90,000	$ -	$ -	$ (90,000)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	SCOPE II Data Source Integration #2	$ 90,000	$ -	$ -	$ (90,000)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	Year 1 Support	$ 113,900	$ -	$ -	$ (113,900)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
$ 1,766,900	Phase 2 - WVS & Enhancement	$ 1,766,900	$ -	$ -	$ -	$ -	$ 1,000,000	$ 33,680	$ -	$ -	$ 468,678	$ 66,447	$ 198,095	$ -	Grants & Capital sufficient
	Phase 2A - Plan and Design	$ 220,000	$ -	$ -	$ -	$ -	$ 220,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Grants & Capital sufficient
Phase 2A	WVS System Requirements	$ 70,000	$ -	$ -	$ -	$ -	$ (70,000)	$ -	$ -					$ -	Grants & Capital sufficient
Phase 2A	WVS System Design	$ 130,000	$ -	$ -	$ -	$ -	$ (130,000)	$ -	$ -					$ -	Grants & Capital sufficient
Phase 2A	Updated Implementation Plan	$ 20,000	$ -	$ -	$ -	$ -	$ (20,000)	$ -	$ -					$ -	Grants & Capital sufficient
	Phase 2B - SCOPE II Wanted Vehicles	$ 593,000	$ -	$ -	$ -	$ -	$ 330,000	$ -	$ -	$ -	$ 463,000	$ -	$ -	$ -	Grants & Capital sufficient
Phase 2B	WVS Test and Training Updates	$ 50,000	$ -	$ -	$ -	$ -	$ (50,000)	$ -	$ -					$ -	Grants & Capital sufficient
Phase 2B	WVS Data Migration	$ 80,000	$ -	$ -	$ -	$ -	$ (80,000)	$ -	$ -					$ -	Grants & Capital sufficient
Phase 2B	Wanted Vehicles	$ 463,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ (463,000)			$ -	Grants & Capital sufficient
$ 953,900	Phase 2C - SCOPE II Enhancements	$ 953,900	$ -	$ -	$ -	$ -	$ 650,000	$ 33,680	$ -	$ -	$ 5,678	$ 66,447	$ 198,095	$ -	Grants & Capital sufficient
Phase 2C	Enhancements Test and Training Updates	$ 50,000	$ -	$ -	$ -	$ -	$ (50,000)	$ -	$ -		$ (44,322)	$ (5,678)		$ -	Grants & Capital sufficient
Phase 2C	Enhancements Release #1 (Pre-	$ 400,000	$ -	$ -	$ -	$ -	$ (400,000)	$ -	$ -					$ -	Grants & Capital sufficient
Phase 2C	Enhancements Release #2 (Production)	$ 390,000	$ -	$ -	$ -	$ -	$ (390,000)	$ 205,678	$ -				$ (66,447)	$ 117,875	Grants & Capital sufficient
Phase 2C	Year 2 Support	$ 113,900	$ -	$ -	$ -	$ -	$ -	$ (53,680)	$ -					$ (80,220)	Grants & Capital sufficient
$ 893,900	Phase 3 - Interface & Customization	$ 893,900	$ -	$ -	$ -	$ -	$ -	$ 104,226	$ -					$ (789,674)	Insufficient Funds
Phase 3	Interface and Customization Test and Training Upd	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ (14,226)	$ -					$ (45,774)	Insufficient Funds
Phase 3	Data Source Integration #3	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ (90,000)	$ -					$ -	Grants & Capital sufficient
Phase 3	Data Source Integration #4	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (90,000)	Insufficient Funds
Phase 3	Data Source Integration #5	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (90,000)	Insufficient Funds
Phase 3	Data Source Integration #6	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (90,000)	Insufficient Funds
Phase 3	Data Source Integration #7	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (90,000)	Insufficient Funds
Phase 3	Data Source Integration #8	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (90,000)	Insufficient Funds
Phase 3	Data Source Integration #9	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (90,000)	Insufficient Funds
Phase 3	Data Source Integration #10	$ 90,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (90,000)	Insufficient Funds
Phase 3	Year 3 Support	$ 113,900	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (113,900)	Insufficient Funds
$ 8,743,741	Infrastructure	$ 8,743,741	$ -	$ -	$ 476,699	$ 808,377	$ -	$ 262,094	$ 300,000	$ 300,000	$ -	$ -	$ -	$ (6,564,572)	Insufficient Funds
$ 1,982,599	Data Center	$ 1,982,599	$ -	$ -	$ 420,699	$ 808,377	$ -	$ 262,094	$ 300,000	$ 300,000	$ -	$ -	$ -	$ (191,429)	Insufficient Funds
	Facility Modification	$ 8,072	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	
Phase 0	Engineering Design	$ 1,200			$ (1,200)									$ -	Grants & Capital sufficient
Phase 0	Install Electrical	$ 6,872	$ -		$ (6,872)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Equipment Environments	$ 329,855													
	Development Environment	$ 175,426													
Phase 0	Dev HW	$ 131,250	$ -		$ (131,250)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	Dev SW	$ 44,176	$ -		$ (44,176)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Management Environment	$ 154,429													
Phase 0	Mgnt HW	$ 51,603	$ -		$ (51,603)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	Mgnt SW	$ 102,826	$ -		$ (102,826)	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Test/Stage Environment	$ -													
	Test/Stage HW	$ -	$ -		$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Test/Stage SW	$ -	$ -		$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Training Environment	$ -													
	Train HW	$ -	$ -		$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Train SW	$ -	$ -		$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Production Environment	$ -													
	Prod HW	$ -	$ -		$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Prod SW	$ -	$ -		$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
Phase 0	Professional Services for HW Install	$ 7,000	$ -	$ -	$ (7,000)			$ -	$ -					$ -	Grants & Capital sufficient
		$ -	$ -	$ -				$ -	$ -					$ -	Grants & Capital sufficient
Phase 1	Equipment Environment Bal	$ 1,637,671	$ -	$ -	$ (5,773)	$ (808,377)	$ -	$ (262,094)	$ -	$ (300,000)				$ (191,428)	Insufficient Funds
		$ -	$ -	$ -				$ -	$ -	$ -				$ -	Grants & Capital sufficient
$ 6,761,142	Supplies / Other	$ 6,761,142	$ -	$ -	$ (58,000)	$ -	$ -	$ -	$ -	$ (300,000)				$ (6,403,142)	Insufficient Funds
$ 125,500		$ 125,500	$ -	$ -	$ 58,000	$ -	$ -	$ -	$ -	$ -				$ (67,500)	Insufficient Funds
Phase 0	Supplies (i.e., Snag it, MS Office 2007, Workstations)	$ 58,000	$ -	$ -	$ (58,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Grants & Capital sufficient
	FY11-Training	$ 67,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ (67,500)	Insufficient Funds
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -	Grants & Capital sufficient
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -				$ -	Grants & Capital sufficient
	Unplanned	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 300,000					$ -	Grants & Capital sufficient
	NorSoft (new/modern JLink interface) & Testing cost from OPS (2-3 w	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ (300,000)					$ -	Grants & Capital sufficient
			$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
			$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Other Items from SCOPE II Budget Overview File	$ 6,335,642	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (6,335,642)	Insufficient Funds
	Independent Project Review	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (300,000)	Insufficient Funds
	Independent Architectural Review	$ 58,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (58,000)	Insufficient Funds
	Hardware Maintenance		$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
	Software - Maintenance	$ 58,675	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (58,675)	Insufficient Funds
	Internal Resources	$ 3,837,295	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (3,837,295)	Insufficient Funds
	Overtime	$ 130,377	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (130,377)	Insufficient Funds
	Training - Bal	$ 113,910	$ -												
	Supplies (Internal & Other) Bal	$ 364,369	$ -												
	Project Contingency	$ 754,656	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (754,656)	Insufficient Funds
	Maintenance Contingency	$ 712,412	$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ (712,412)	Insufficient Funds
	Facility Maint Bal	$ 5,928													
			$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
			$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
			$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient
			$ -	$ -	$ -	$ -	$ -	$ -	$ -					$ -	Grants & Capital sufficient

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $47,458 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 Citizen Corp Program (CCP) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Department of Homeland Security Grant Program (HSGP) - FFY2010 Citizen Corp Program (CCP) award provides the City of Las Vegas with funds in the amount of $47,758 to support citizen preparedness activities including the Community Emergency Response Team (CERT) program. The City of Las Vegas has been designated by the State of Nevada to administer this statewide initiative.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Department of Homeland Security (DHS) Grant/FFY10 Citizen Corp Program (CCP) Grant Award and Investment Justification (IJ) Budget Detail
2. Federal Assurances, Federal Certifications and Nevada Department of Public Safety Division of Emergency Management (DEM) Grant Financial and Program Assurances
3. Directive 1.1 Reallocation/Redirect of Homeland Security Grant Program (HSGP) Funds, Request to Support Training Using Homeland Security Funds, Nevada Exercise Program, Investment Justification #13

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**PROJECT NO:**	97067CL1
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nv. 89101		
PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - Citizen Corp Program (CCP)**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$47,758.00 $0.00
GRANT PERIOD:	10/1/2010 - 3/31/2012	**TOTAL:**	$47,758.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corp Program		$47,758.00
TOTAL		**$47,758.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
[signature] 10/6/10
Date

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
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PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - Citizen Corp Program (CCP)**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$47,758.00 $0.00
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APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corp Program		$47,758.00
TOTAL		**$47,758.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

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X 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
10/6/10
Date

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY10

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Expansion and Maintenance of Citizens Corp - South

One Budget Per Funding Stream

CCP

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref.#	Funding Source	CITY OF LAS VEGAS	LAS VEGAS METRO	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, How Long, Description of Position (New or Existing)	Select Type	DHS Federal			$ -		CCP			$ -
2		Program Admin Staff	Sustainment	DHS Federal	1	19,000.00	$ 19,000.00		CCP	$ 19,000.00		$ 19,000.00
3		Course Facilitation	Sustainment	DHS Federal	1	17,129.00	$ 17,129.00		CCP	$ 17,129.00		$ 17,129.00
4			Select Type				$ -		CCP			$ -
5			Select Type				$ -		CCP			$ -
6			Select Type				$ -		CCP			$ -
7			Select Type				$ -		CCP			$ -
8			Select Type				$ -		CCP			$ -
25	Planning		Select Type				$ -		CCP			$ -
26		Promotion and Recognition Supplies	New		1	5,500.00	$ 5,500.00		CCP	5500		$ 5,500.00
27			Select Type				$ -		CCP			$ -
28			Select Type				$ -		CCP			$ -
29			Select Type				$ -		CCP			$ -
30			Select Type				$ -		CCP			$ -
31			Select Type				$ -		CCP			$ -
51	Organization	Please see your grant guidance to determine	Select Type				$ -		CCP			$ -
52		if you are to use this category - NOT for	Select Type				$ -		CCP			$ -
53		operating costs	Select Type				$ -		CCP			$ -
54			Select Type				$ -		CCP			$ -
55			Select Type				$ -		CCP			$ -
56			Select Type				$ -		CCP			$ -
57			Select Type				$ -		CCP			$ -
58			Select Type				$ -		CCP			$ -
65	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		CCP			$ -
66		Radio Repeater - METRO VOLS	New	DHS Federal	1	3,000.00	$ 3,000.00	06CP-01-REPT	CCP		$ 3,000.00	$ 3,000.00
67		Alpha Pagers - METRO VOLS	New		20	90.00	$ 1,800.00	13IT-00-ALRT	CCP		$ 1,800.00	$ 1,800.00
68		Projector - METRO VOLS	New		1	1,500.00	$ 1,500.00	04MD-02-PROJ	CCP		$ 1,500.00	$ 1,500.00
69		Laptop computer	New	DHS Federal	1	2,882.00	$ 2,882.00	04HW-01-INHW	CCP	2,888.00		$ 2,888.00
70			Select Type				$ -		CCP			$ -
71			Select Type				$ -		CCP			$ -
72			Select Type				$ -		CCP			$ -
73			Select Type				$ -		CCP			$ -
74			Select Type				$ -		CCP			$ -
95	Training		Select Type				$ -		CCP			$ -
96		COURSE SUPPLIES	New		1	3,241.00	$ 3,241.00		CCP	3,241.00		$ 3,241.00
97		COURSE SUPPLIES- METRO VOLS	Select Type		1	2,000.00	$ 2,000.00		CCP		$ 2,000.00	$ 2,000.00
98			Select Type				$ -		CCP			$ -
99			Select Type				$ -		CCP			$ -
100			Select Type				$ -		CCP			$ -
101			Select Type				$ -		CCP			$ -
102			Select Type				$ -		CCP			$ -
126	Exercise		Select Type				$ -		CCP			$ -
127			Select Type				$ -		CCP			$ -
128			Select Type				$ -		CCP			$ -
129			Select Type				$ -		CCP			$ -
130			Select Type				$ -		CCP			$ -
131			Select Type				$ -		CCP			$ -
							$ 56,052.00			$ 47,758.00	$ 8,300.00	$ 56,058.00

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.

III. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/10
Date

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   - **a.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   - **b.** If any funds other than federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   - **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

1. The applicant certifies that it and its principals:
   - **a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   - **b.** Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   - **c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   - **d.** Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for sub-grantees, as defined at 28 CFR Part 67

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
  i. The dangers of drug abuse in the workplace;
  ii. The sub-grantee's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
  i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

VII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/10
Date

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request to the DEM for desk review or onsite monitoring visit purposes.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list or is not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).

a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

1. The equipment was purchased with FEMA preparedness grant funding.
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

As applicable for grant programs, reports consist of, but are not limited to:

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Detailed Budget
e. Quarterly Project Plan/Work Plan (*EMPG*).

f. **Compliance with HSGP Directive 1.1, Reallocation/Redirect of the Homeland Security Grant Program (HSGP). Please see attached for the complete Directive.**

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:

   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan

2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.
   a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission

of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
   i. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations *(OMB A–110)*, at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions *(OMB A-21)*, at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments *(OMB A–87)*, at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf

7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

- Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/16
Date

Directive 1.1

REALLOCATION/REDIRECT
of
HOMELAND SECURITY GRANT PROGRAM (HSGP) FUNDS

BACKGROUND

The State of Nevada began receiving Weapons of Mass Destruction (WMD) grant funds, and subsequently HSGP grant funds from the federal government in FFY99. Beginning with the FFY06 funding cycle the DHS restructured its programs to require that states receiving this funding develop statewide projects that would seek development and achievement of each of 37 capabilities that are included in its Target Capability List (TCL). This resulted in a requirement to establish projects (initiatives) that would be combined within an Investment to be included in the compilation of Investments (not to exceed 15 statewide and 15 for the urban area) making up the State's Investment Justification (application) to the DHS for each federal fiscal year funding cycle.

Upon implementing the changes that began with the FFY06 grant cycle, the State Administrative Agency (SAA), in cooperation with the Urban Area Administrator (UAA), created the Homeland Security Working Group (HSWG) with multi-jurisdiction, multi-discipline representatives. In brief, the HSWG then became the body that would develop, review and provide recommendations to the Nevada Commission on Homeland Security (NCHS) as to the Investments that were created for consideration and inclusion in the Investment Justification submitted to the DHS on behalf of the State for each funding cycle. Through this process, the HSWG identified "Project Leads" that would be responsible for the development of the Investments and associated budgets as well as program oversight of the statewide Investments inclusive of implementation, budget management and financial/program reporting for each Investment respectively.

With these FFY06 changes and the necessary modifications to state-level practices being in their infancy, it was recommended to and approved by the NCHS that any cost savings within each Investment budget would remain within that budget to further build the associated capability(ies). However, beginning with the FFY08 grant cycle, it became apparent that Investments were running the risk of not completing projects and/or spending their budgeted funds within each prescribed performance period, therefore creating the potential for reversion of these funds to the federal government. Additionally, following review of each of the Investment budgets, it was determined that there were overlaps in funding between grant cycles resulting in inflated budgets. These concerns and others, in part, have resulted in the NCHS's creation of a Finance Committee that now reviews all Investments and budgets for presentation of recommendations and findings to the full NCHS. The development of and subsequent amendments to this Directive, with approval of the NCHS, is in support of the NCHS in its efforts to effectively fulfill responsibilities pertaining to the HSGP as ascribed to them pursuant to the Governor's Executive Order that was issued on November 26, 2008.

PURPOSE

The purpose of this Directive is to establish polices that will provide consistency and standardization in managing occurrences of cost savings within budgets that may be reallocated to achieve new or enhance existing capabilities, and requirements for consideration of requests to redirect funds, within an approved budget, for a different purpose (change of intent).

Additionally, this Directive is intended to provide guidance to the SAA (DEM) and its subgrantees in the requirements of identifying, reporting and addressing funds that will be subject to these provisions relative to the reallocation and/or redirect of funds within each grant funding cycle.

ASSUMPTION

As with any budget process, the development of a budget is largely based upon the anticipated needs ("best guess") of what will be necessary for meeting the costs of an organizational operation and/or completion of a project. Therefore, it is often times impossible to predict the impact of inflation, budget for unforeseen events/opportunities or anticipate cost overruns due to unknown elements (i.e., additional components necessary for equipment, additional information technology requirements, etc.). While major costs should be known and identified during the budget development process, it is understood that there are times when it is not always feasible to be fully aware of all possibilities.

The policy section that follows is intended to streamline and provide the necessary guidelines to ensure the best utilization of these limited resources while providing adequate flexibility in managing each of the projects for achievement of the maximum level of progress in establishing new, improving and enhancing existing statewide capabilities.

POLICY

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 18 months to allow for adequate time in reallocating and/or redirecting HSGP funds as necessary.

Extensions to the subgrant performance period will be approved by the NCHS only. The subgrantee must provide a written request for extension to the SAA (DEM) at least three (3) months prior to the end of the subgrantee performance period.

Reallocation of Funds (effective beginning with the FFY09 HSGP grant cycle)

Reallocation of funds can occur for two reasons which are: 1) Cost savings; and 2) A project lead has experienced a cost shortfall within a budget line item of an existing project due to unforeseen circumstances. ALL requests for reallocation of funds resulting

from cost shortfall within an existing budget **must** be submitted to the SAA (DEM) using the Project Change Request form. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us.

Reallocation of funds will be considered at two (2) levels as follows:

Level 1

1. Any available funds realized as a result of cost savings, that are not justified in writing (Project Change Request) as a need for an unforeseen cost shortfall, will automatically be reverted to the SAA (DEM) on or before the end of the subgrant performance period for pooling and subsequent presentation before the NCHS for reallocation following the end of the subgrant performance period; or
2. Any requests for reallocation within an existing approved budget that exceeds ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, must be approved by the NCHS.

Level 2

1. The SAA (DEM) will be responsible for the review of all "Project Change Requests" to ensure that the change(s) requested is compliant with federal guidance, which may also require seeking approval from the DHS. Any "Project Change Requests" exceeding the authority of number 2 within this section (Level 2) will be deferred to the NCHS for review and final approval.
2. Any requests for reallocation within an existing approved budget that does not exceed ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, may be approved by the SAA (DEM) as long as it is due to a cost shortfall or unforeseen circumstance that, if denied, would result in the loss of progression for completion of the project in the grant period or missed training opportunity for a specialized capability (i.e., fusion centers, ILO's, TLO's, bomb squads, etc.). The SAA (DEM) reserves the right to defer any requests under this level to the NCHS.

In the event that a request for reallocation of funds is time sensitive and is subject to the provisions of Level 1, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

Redirect of Funds (effective beginning with the FFY09 HSGP grant cycle)

A redirect of funds is defined as a change of intent for use of funds from the originally approved budget by line item. It is import to remember that the approved budget has been approved by line item detail with the subgrant award issued to reflect the same. Any request for an addition and/or deletion of a line item is considered a change of intent and will be processed as a redirect of funds. Any requests to redirect funds must first be submitted to the SAA (DEM) for review of compliance with federal guidance and

subsequently be presented before, reviewed and approved by the NCHS. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us. Upon completion of the review for compliance with federal guidance, the SAA (DEM) will forward all documentation to the NCHS with a letter confirming compliance, if applicable.

A request to redirect funds **must** include:

1. A written justification explaining, at a minimum*, the following:
    a) Impact of not completing the project in the originally approved budget; and
    b) Explanation as to why the subject for the redirect of funds was not addressed in the original investment or another related investment, if applicable; and
    c) Benefit to the state's overall capabilities by approving the requested redirect of funds; and
    d) Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
    e) Impact of not approving the request to redirect of funds
2. Copy of the original budget
3. Copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

In the event that a request for redirect of funds is time sensitive, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

*The NCHS may require additional information.

***Note:** If the redirect of funds is approved by the NCHS, it may be necessary to de-obligate the funds from a project and reissue a subgrant for the approved amount depending upon the type of project that is being funded.*

RESTRICTIONS

Reallocation and/or redirect of funds will not be approved if the request includes any of the following restrictions:

1. Non-compliance with federal guidance (as stated above)
2. Supplanting – Any request that is seeking to use funds for anything previously funded by state or local funds
3. Misappropriation of funds
4. Commingling of funds
5. Denial by the DHS
6. Inability for projects to be completed within the remaining performance period
7. Non-conformance with the goals and priorities of the NCHS.

SUMMARY

The federal requirements for managing grants often leaves much room for interpretation with respect to each state's management of individual grant programs. While this Directive is exclusive to the HSGP, subgrantees must also comply with the financial and program requirements contained within the DEM Grant Management Guidance. Because it is specific in nature and only applies to the HSGP, the content of this document has been established as a separate Directive. This Directive has been included in the DEM's Grant Management Guidance and was approved by the Nevada Commission on Homeland Security during its meeting on April 7, 2010.

Jim Gibbons
Governor

Nevada Department of **Public Safety**

Jearld Hafen
Director
Frank Siracusa
Chief

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 29, 2010

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency (SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. Contact the TPOC for details. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Nevada Department of
Public Safety
DIVISION OF EMERGENCY MANAGEMENT

Request to Support Training Using Homeland Security Funds

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency

Date of Request: _____

Requesting Agency and Jurisdiction: _____

Agency POC: _____ **Phone:** _____ **E-mail:** _____

Grant Number, Project Title (please specify funding source): _____

Estimated Cost: _____ **Purpose (tuition, backfill, travel, etc):** _____

Course Title: _____

Course Number: _____ (**see note below for FEMA approved course #'s) **Requested Dates:** _____

Brief Course Description: < Please limit to 3 lines >

Mission Area: ☐ PREVENT | ☐ PROTECT | ☐ RESPOND | ☐ RECOVER

Level of Training: ☐ AWARENESS | ☐ PERFORMANCE | ☐ MANAGEMENT

Proposed Location: _____ **Estimated Number of Participants:** _____

Training Provider: _____

Provider Address: _____

Provider POC: _____ **Phone:** _____

Provider Web Site (if available): _____

****If above program is a FEMA Approved Program STOP HERE; submit to County EM/USASI/Grant POC for review.**

- **FEMA APPROVED PROGRAMS (State, Fed, TEI)** are listed in the catalogs found at www.firstrespondertraining.gov.

If the requested program is NOT listed in one of these catalogs, the following information must be provided:

For Non-FEMA Approved Programs, the following information is required:

How does the requested training fall within the FEMA mission scope to prepare State and Local personnel to prevent, protect, respond to, and recover from acts of terrorism and catastrophic events?

< Please limit to 3 lines >

How does the requested training build additional capabilities that support a specific training need identified by the State, Tribal, or Urban Area, and how does the training comport with the State, Territory, or Urban Area Homeland Security Strategy? If funded with an agency-awarded grant, how does this training meet with the award criteria?

< Please limit to 3 lines >

Which specific capabilities and related tasks are addressed as articulated in the *Target Capabilities List (TCL)* and the *Universal Task List (UTL)?* List three (3) to five (5). **Tasks MUST be specific and show a direct link to the training content (click here for TCL – pdf).**

Example: *Res.B1a 4.2.2 - Coordinate operations with specialized teams (SWAT, Bomb Squad, HazMat).*

Select Area: < Enter corresponsing task from TCL >

How does this training comport with all applicable Federal, State, and Local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training?

Occupational Safety and Health Administration (OSHA) and/or National Fire Protection Agency (NFPA) – if applicable:

< Please limit to 2 lines >

Vendor Accreditations and Instructor Qualifications/Certifications:

< Please limit to 2 lines >

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency.

**** Signatures not required if emailed from respective POCs ****

County/UASI/Grant Manager Coordination – The above requested training ☐ MEETS | ☐ DOES NOT MEET the County/UASI strategy for use of Homeland Security funds.

The County/UASI/Grant POC ☐ SUPPORTS | ☐ DOES NOT SUPPORT this training request.

Comments: < Why or why not supported >

Name: _____ Signature:_____ Date: _____

Signature not required if emailed from POC. Send to NDEM POC mailto:mcandee@dps.state.nv.us or fax to 775-687-0323)

NDEM SAA Training POC: – The above requested training is:

☐ **FEMA Approved** | ☐ **Non-FEMA Approved** | ☐ **Conference, Workshop or Seminar** | ☐ **Continuing Education**

This program ☐ MEETS | ☐ DOES NOT MEET the guidelines as prescribed by the Office of Grants and Training.

This program ☐ IS | ☐ IS NOT eligible for reimbursement.

Comments: < Why or why not eligible >

Name: _____ Signature:_____ Date: _____

NDEM– The above requested training ☐ MEETS | ☐ DOES NOT MEET the State, Territory, or Urban Area's Homeland Security Strategy.

Providing that funds are available, this program ☐ IS | ☐ IS NOT eligible for reimbursement.

Training is ☐ APPROVED | ☐ DENIED.

Comments: < Why or why not approved >

Name: _____ Signature:_____ Date: _____

NDEM/OHS – For Non-FEMA Approved Programs: If three (3) or more training programs have been reimbursed with Homeland Security Funds the training is no longer eligible for reimbursement.

Agency:_____ Date Hosted/Attended:_____

Agency:_____ Date Hosted/Attended:_____

Agency:_____ Date Hosted/Attended:_____

*** Copy to: NDEM SAA Training POC, County/UASI POC, Requesting Agency POC ***

- OR –

In lieu of signing, can be accompanied by email review/approval

Nevada Exercise Program

INTRODUCTION

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improves the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, state and Federal agencies, and the private sector to identify training and exercise activities for the next subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to each participating jurisdiction and agency to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact that will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one, single exercise document that must follow a prescribed format with a specified content and process is the (AAR/IP).

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will produce an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the Improvement Plan (IP). The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP

Manuals. A web-based software program called Corrective Action Program (CAP) System is being developed by USDHS/FEMA for local, state and Federal exercise points of contacts to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA secure portal (https://odp.esportals.com). The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Herbert "Bud" Marshall, MEP
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
bmarshall@dps.state.nv.us

Investment #13

Investment Information - Investment #13

Investment Name: Citizen Corps Program - (CCP Dedicated)

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Baseline - Investment #13

I. - Baseline - Previous HSGP Request Name and Funding

If the Investment is Ongoing, identify the corresponding: (100 char. max per Investment name)

FY 2006 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2006 funding amount: $296,750

FY 2007 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2007 funding amount: $305,000

FY 2008 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2008 funding amount: $523,800

FY 2009 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2009 funding amount: $538,071

II. Strategy - Investment #13

II.A. - Strategy - Investment Description

Provide a description of this Investment and identify all goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment (2,500 char. max)

The State of Nevada has organized its Citizens Corp Program into four regions, three geographic and one industry based. Geographic regions are North, Northeast and South. Two of the regional "coordinators" reside within the County Sheriff's Office the other resides in the Office of Emergency Management. The fourth region is the Private Sector and the Private Sector Councils. Private Sector Councils are represented on each of the regional Citizens Corp Councils (CCC) and the State Council. Expansion and Maintenance of CCP is designed as a Statewide program consisting of three projects that each support the following State of Nevada and National Priorities from the 2008 State Preparedness Report:
Page 5: Implement the National Incident Management System (NIMS) and the National Response Framework (NRF), "{Complete training – IS-700 NIMS: An Introduction; Complete IS-800 NRP: An Introduction; ICS-100 and ICS-200.
Promote intrastate mutual aid agreements to include agreements with the private sector and non-governmental entities.
Page 7: Develop a Nevada Training Program (NVTP) of basic, intermediate, and advance training courses for Nevada emergency management, responders, volunteer, special needs and private sector ...
Page 24: Establish leadership support at the State level for local CCC.
Establish and maintenance of CCC's at the local government level.
Establish a strategic plan for State Citizens Corps Council to engage all councils in the delivery of community preparedness education programs, training, drills/exercises and volunteer support.

In addition to the above the Southern Region Council, which receives funding from SHSP, CCP and UASI supports the following UASI

Region Objectives:

Page 12: Goal: Develop, implement and validate plans and programs that promote regional collaboration Objective Planning 2.1 Governing bodies adopt regional plans by December 31, 2010 for: Donations Management (American Red Cross), Emergency Volunteer Management (Volunteer Center) Promote Citizen Involvement and Education (OEMs),...

Page 39: Goal: Prepare and Protect citizens in the region through the enhancement of CCPInitiatives and the provision of pubic education and information Objective 9.1 Continue the integration of citizen preparedness and volunteer efforts within all regional emergency preparedness plans throughout the year and no later than December 31, 2010

SAA M&A $7,837 will be taken out for adminstration of the CCP Grant Program

II.B. - Strategy - National Priorities

Identify the National Priorities that are supported by this Investment.

National Priority 1: Expand Regional Collaboration
National Priority 2: Implement the NIMS and NRP
National Priority 3: Strengthen Planning and Citizen Preparedness Capabilities

III. Estimated Funding & Target Capabilities - Investment #13

III.A. - Funding Program and Proposed Funding

The FY 2010 Funding Program and Proposed Funding amount identified for this Investment are as follows:

FY 2010 HSGP Funding Program: CCP
FY 2010 HSGP Proposed Funding: $156,729

III.B. - Target Capabilities

From the 37 Target Capabilities, select all Target Capabilities supported by this Investment.

Target Capability 1: Community Preparedness and Participation
Target Capability 2: Mass Care (Sheltering, Feeding and Related Services)
Target Capability 3: Planning
Target Capability 4: Volunteer Management and Donations

III.C. - Proposed Funding by Target Capabilities

For each of the selected Target Capabilities, provide the proposed funding amount to be obligated from this Investment.

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Community Preparedness and Participation	$125,444	80.0%
Mass Care (Sheltering, Feeding and Related Services)	$7,885	5.0%
Planning	$15,600	10.0%
Volunteer Management and Donations	$7,800	5.0%
Total	**$156,729**	**100.0%**

III.D. - Proposed Funding by Solution Area

Provide the proposed funding amount to be obligated from this Investment towards Planning, Organization, Equipment, Training, and Exercises.

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$84,145	53.7%
Organization		
Equipment	$16,788	10.7%
Training	$55,796	35.6%
Exercises		
Total	**$156,729**	**100.0%**

III.E. - Law Enforcement Terrorism Prevention Activities Funding (LETPA)

If applicable, provide the proposed funding amount that is expected to be obligated towards law enforcement terrorism prevention activities (LETPA).

LETPA Funding Amount: $0

III.F. - Optional Cost Share

If desired, provide the optional cost share source and funding amount for this Investment. Ensure that the cost share amount entered on the SF-424 and SF 424 A forms equals the total cost share amount for all Investments submitted as part of the IJ. (1,500 char. max)

The City of Las Vegas employs the individual responsible the administration of the "South" Region at a cost of approximately $145,000 in compensation plus office, communication and vehicle related expenses.

The Las Vegas Metropolitan Police Department employs a volunteer coordinator to manage the Southern Region Volunteers in Police Service Program at a total cost of approximately $125,000.

The Washoe County Sheriffs' Office employs a Citizens Corp Coordinator at a total cost exceeding $100,000.00.

None of these position are paid from the Expansion and Maintenance of Citizens Corp Grant.

IV. Project Management - Investment #13

IV. - Project Management

Identify up to ten milestones, with start and end dates, that will be achieved within the three-year FY 2010 HSGP period of performance. Depending on the timing of award allocations, the FY 2010 period of performance is estimated to occur from approximately September 2010 - September 2013.

Milestone #	Milestone Name	Start Date	End Date
1	Receive Funding	02/07/2011	02/07/2011
2	Renew existing or obtain new coordinator contract	02/07/2011	03/31/2011
3	Coordinate with other CCP programs w/in Nevada to develop Statewide focus & planning	10/01/2010	05/31/2011
4	Continue GAP analysis by region to determine number of volunteers needed for 5 days after most probable EQ Scenario @ 60% for mass care.	01/01/2011	07/30/2012
5	Establish contacts within local area to sustain and expand public education and outreach	02/01/2011	09/30/2013
6	Coordinate with local emergency responders to expand the role of CC volunteers within the community	02/01/2011	09/30/2013
7	Establish a plan to increase citizen participation by 5%	02/01/2011	07/30/2011
8	Ongoing training and outreach	10/01/2010	09/30/2013

(End of Investment #13.)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $140,532 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 State Homeland Security Program (SHSP) to support citizen preparedness and an information campaign - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Department of Homeland Security Grant Program (HSGP) – FFY2010 State Homeland Security Program (SHSP) award provides the City of Las Vegas with funds in the amount of $140,532 to support citizen disaster preparedness and the development of a citizens disaster preparedness public information campaign. The City of Las Vegas has been designated by the State of Nevada to administer this statewide initiative.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Department of Homeland Security (DHS) Grant/FFY10 State Homeland Security Program (SHSP) Grant Award and Investment Justification (IJ) Budget Detail
2. Federal Assurances, Federal Certifications and Nevada Department of Public Safety Division of Emergency Management (DEM) Grant Financial and Program Assurances
3. Directive 1.1 Reallocation/Redirect of Homeland Security Grant Program (HSGP) Funds, Request to Support Training Using Homeland Security Funds, Nevada Exercise Program, Investment Justification #13

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**PROJECT NO:**	97067HL1
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nv. 89101		
PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - State Homeland Security Program (SHSP)**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$140,532.00 $0.00
GRANT PERIOD:	10/1/2010 - 3/31/2012	**TOTAL:**	$140,532.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Expansion and Maintenance of Citizen Corp Program		$140,532.00
TOTAL		**$140,532.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Frank Siracusa 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:

10/4/10
Date

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**PROJECT NO:**	97067HL1
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nv. 89101		
PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - State Homeland Security Program (SHSP)**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$140,532.00 $0.00
GRANT PERIOD:	10/1/2010 - 3/31/2012	**TOTAL:**	$140,532.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Expansion and Maintenance of Citizen Corp Program		$140,532.00
TOTAL		**$140,532.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X per Frank Siracusa 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
10/6/10
Date

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY10

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: **Project Name: Expansion and Maintenance of Citizens Corp- South**

One Budget Per Funding Stream

SHSP

										Please Select Sub-Grantee Name			
Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	LAS VEGAS METRO	Grand Total
1	Personnel Contracts	**Positions Require: How Many, Type, How Long, Description of Position (New or Existing)**	Select Type	DHS Federal			$ -		SHSP			$ -
2		Course Facilitation	Sustainment	DHS Federal	1	26,487.00	$ 26,487.00		SHSP	$ 26,487.00		$ 26,487.00
3		Background Investigator	Sustainment	DHS Federal	1	20,000.00	$ 20,000.00		SHSP		$ 20,000.00	$ 20,000.00
4		Program Administration/Facilitation	Sustainment	DHS Federal	1	56,386.00	$ 56,386.00		SHSP	$ 56,386.00		$ 56,386.00
5			Select Type				$ -		SHSP			$ -
6			Select Type				$ -		SHSP			$ -
7			Select Type				$ -		SHSP			$ -
8			Select Type				$ -		SHSP			$ -
25	Planning		Select Type				$ -		SHSP			$ -
26			Select Type				$ -		SHSP			$ -
27			Select Type				$ -		SHSP			$ -
28			Select Type				$ -		SHSP			$ -
29			Select Type				$ -		SHSP			$ -
30			Select Type				$ -		SHSP			$ -
51	Organization	**Please see your grant guidance to determine**	Select Type				$ -		SHSP			$ -
52		**if you are to use this category - NOT for**	Select Type				$ -		SHSP			$ -
53		**operating costs**	Select Type				$ -		SHSP			$ -
54			Select Type				$ -		SHSP			$ -
55			Select Type				$ -		SHSP			$ -
56			Select Type				$ -		SHSP			$ -
57			Select Type				$ -		SHSP			$ -
58			Select Type				$ -		SHSP			$ -
65	Equipment	**The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing**	Select Type				$ -		SHSP			$ -
66		Laptop computer	New		1	1,455.00	$ 1,455.00	04HW-01-INHW	SHSP			$ -
67			Select Type						SHSP		$ 1,455.00	$ 1,455.00
68			Select Type				$ -		SHSP			$ -
69			Select Type				$ -		SHSP			$ -
70			Select Type				$ -		SHSP			$ -
95	Training	Course Supplies	New		1	57,659.00	$ 57,659.00		SHSP	57,659.00		$ 57,659.00
96			Select Type				$ -		SHSP			$ -
97			Select Type				$ -		SHSP			$ -
98			Select Type				$ -		SHSP			$ -
99			Select Type				$ -		SHSP			$ -
100			Select Type				$ -		SHSP			$ -
126	Exercise		Select Type				$ -		SHSP			$ -
127			Select Type				$ -		SHSP			$ -
128			Select Type				$ -		SHSP			$ -
129			Select Type				$ -		SHSP			$ -
130			Select Type				$ -		SHSP			$ -
131			Select Type				$ -		SHSP			$ -
							$ 161,987.00			**$ 140,532.00**	**$ 21,455.00**	**$ 161,987.00**

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.

III. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/10

Date

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   b. If any funds other than federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

1. The applicant certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for sub-grantees, as defined at 28 CFR Part 67

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
  i. The dangers of drug abuse in the workplace;
  ii. The sub-grantee's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
  i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. **NON-SUPPLANTING CERTIFICATION**

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

VII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/10
Date

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request to the DEM for desk review or onsite monitoring visit purposes.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list or is not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).

a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

1. The equipment was purchased with FEMA preparedness grant funding.
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

As applicable for grant programs, reports consist of, but are not limited to:

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Detailed Budget
e. Quarterly Project Plan/Work Plan (*EMPG*).

f. **Compliance with HSGP Directive 1.1, Reallocation/Redirect of the Homeland Security Grant Program (HSGP). Please see attached for the complete Directive.**

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:

   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan

2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*):
   All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.
   a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission

of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
   1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations *(OMB A–110)*, at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions *(OMB A-21)*, at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments *(OMB A–87)*, at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf

7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

- Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/10
Date

Directive 1.1

REALLOCATION/REDIRECT
of
HOMELAND SECURITY GRANT PROGRAM (HSGP) FUNDS

BACKGROUND

The State of Nevada began receiving Weapons of Mass Destruction (WMD) grant funds, and subsequently HSGP grant funds from the federal government in FFY99. Beginning with the FFY06 funding cycle the DHS restructured its programs to require that states receiving this funding develop statewide projects that would seek development and achievement of each of 37 capabilities that are included in its Target Capability List (TCL). This resulted in a requirement to establish projects (initiatives) that would be combined within an Investment to be included in the compilation of Investments (not to exceed 15 statewide and 15 for the urban area) making up the State's Investment Justification (application) to the DHS for each federal fiscal year funding cycle.

Upon implementing the changes that began with the FFY06 grant cycle, the State Administrative Agency (SAA), in cooperation with the Urban Area Administrator (UAA), created the Homeland Security Working Group (HSWG) with multi-jurisdiction, multi-discipline representatives. In brief, the HSWG then became the body that would develop, review and provide recommendations to the Nevada Commission on Homeland Security (NCHS) as to the Investments that were created for consideration and inclusion in the Investment Justification submitted to the DHS on behalf of the State for each funding cycle. Through this process, the HSWG identified "Project Leads" that would be responsible for the development of the Investments and associated budgets as well as program oversight of the statewide Investments inclusive of implementation, budget management and financial/program reporting for each Investment respectively.

With these FFY06 changes and the necessary modifications to state-level practices being in their infancy, it was recommended to and approved by the NCHS that any cost savings within each Investment budget would remain within that budget to further build the associated capability(ies). However, beginning with the FFY08 grant cycle, it became apparent that Investments were running the risk of not completing projects and/or spending their budgeted funds within each prescribed performance period, therefore creating the potential for reversion of these funds to the federal government. Additionally, following review of each of the Investment budgets, it was determined that there were overlaps in funding between grant cycles resulting in inflated budgets. These concerns and others, in part, have resulted in the NCHS's creation of a Finance Committee that now reviews all Investments and budgets for presentation of recommendations and findings to the full NCHS. The development of and subsequent amendments to this Directive, with approval of the NCHS, is in support of the NCHS in its efforts to effectively fulfill responsibilities pertaining to the HSGP as ascribed to them pursuant to the Governor's Executive Order that was issued on November 26, 2008.

PURPOSE

The purpose of this Directive is to establish polices that will provide consistency and standardization in managing occurrences of cost savings within budgets that may be reallocated to achieve new or enhance existing capabilities, and requirements for consideration of requests to redirect funds, within an approved budget, for a different purpose (change of intent).

Additionally, this Directive is intended to provide guidance to the SAA (DEM) and its subgrantees in the requirements of identifying, reporting and addressing funds that will be subject to these provisions relative to the reallocation and/or redirect of funds within each grant funding cycle.

ASSUMPTION

As with any budget process, the development of a budget is largely based upon the anticipated needs ("best guess") of what will be necessary for meeting the costs of an organizational operation and/or completion of a project. Therefore, it is often times impossible to predict the impact of inflation, budget for unforeseen events/opportunities or anticipate cost overruns due to unknown elements (i.e., additional components necessary for equipment, additional information technology requirements, etc.). While major costs should be known and identified during the budget development process, it is understood that there are times when it is not always feasible to be fully aware of all possibilities.

The policy section that follows is intended to streamline and provide the necessary guidelines to ensure the best utilization of these limited resources while providing adequate flexibility in managing each of the projects for achievement of the maximum level of progress in establishing new, improving and enhancing existing statewide capabilities.

POLICY

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 18 months to allow for adequate time in reallocating and/or redirecting HSGP funds as necessary.

Extensions to the subgrant performance period will be approved by the NCHS only. The subgrantee must provide a written request for extension to the SAA (DEM) at least three (3) months prior to the end of the subgrantee performance period.

Reallocation of Funds (effective beginning with the FFY09 HSGP grant cycle)

Reallocation of funds can occur for two reasons which are: 1) Cost savings; and 2) A project lead has experienced a cost shortfall within a budget line item of an existing project due to unforeseen circumstances. ALL requests for reallocation of funds resulting

from cost shortfall within an existing budget **must** be submitted to the SAA (DEM) using the Project Change Request form. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us.

Reallocation of funds will be considered at two (2) levels as follows:

Level 1

1. Any available funds realized as a result of cost savings, that are not justified in writing (Project Change Request) as a need for an unforeseen cost shortfall, will automatically be reverted to the SAA (DEM) on or before the end of the subgrant performance period for pooling and subsequent presentation before the NCHS for reallocation following the end of the subgrant performance period; or
2. Any requests for reallocation within an existing approved budget that exceeds ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, must be approved by the NCHS.

Level 2

1. The SAA (DEM) will be responsible for the review of all "Project Change Requests" to ensure that the change(s) requested is compliant with federal guidance, which may also require seeking approval from the DHS. Any "Project Change Requests" exceeding the authority of number 2 within this section (Level 2) will be deferred to the NCHS for review and final approval.
2. Any requests for reallocation within an existing approved budget that does not exceed ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, may be approved by the SAA (DEM) as long as it is due to a cost shortfall or unforeseen circumstance that, if denied, would result in the loss of progression for completion of the project in the grant period or missed training opportunity for a specialized capability (i.e., fusion centers, ILO's, TLO's, bomb squads, etc.). The SAA (DEM) reserves the right to defer any requests under this level to the NCHS.

In the event that a request for reallocation of funds is time sensitive and is subject to the provisions of Level 1, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

Redirect of Funds (effective beginning with the FFY09 HSGP grant cycle)

A redirect of funds is defined as a change of intent for use of funds from the originally approved budget by line item. It is import to remember that the approved budget has been approved by line item detail with the subgrant award issued to reflect the same. Any request for an addition and/or deletion of a line item is considered a change of intent and will be processed as a redirect of funds. Any requests to redirect funds must first be submitted to the SAA (DEM) for review of compliance with federal guidance and

subsequently be presented before, reviewed and approved by the NCHS. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us. Upon completion of the review for compliance with federal guidance, the SAA (DEM) will forward all documentation to the NCHS with a letter confirming compliance, if applicable.

A request to redirect funds **must** include:

1. A written justification explaining, at a minimum*, the following:
    a) Impact of not completing the project in the originally approved budget; and
    b) Explanation as to why the subject for the redirect of funds was not addressed in the original investment or another related investment, if applicable; and
    c) Benefit to the state's overall capabilities by approving the requested redirect of funds; and
    d) Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
    e) Impact of not approving the request to redirect of funds
2. Copy of the original budget
3. Copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

In the event that a request for redirect of funds is time sensitive, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

*The NCHS may require additional information.

***Note:** If the redirect of funds is approved by the NCHS, it may be necessary to de-obligate the funds from a project and reissue a subgrant for the approved amount depending upon the type of project that is being funded.*

RESTRICTIONS

Reallocation and/or redirect of funds will not be approved if the request includes any of the following restrictions:

1. Non-compliance with federal guidance (as stated above)
2. Supplanting – Any request that is seeking to use funds for anything previously funded by state or local funds
3. Misappropriation of funds
4. Commingling of funds
5. Denial by the DHS
6. Inability for projects to be completed within the remaining performance period
7. Non-conformance with the goals and priorities of the NCHS.

SUMMARY

The federal requirements for managing grants often leaves much room for interpretation with respect to each state's management of individual grant programs. While this Directive is exclusive to the HSGP, subgrantees must also comply with the financial and program requirements contained within the DEM Grant Management Guidance. Because it is specific in nature and only applies to the HSGP, the content of this document has been established as a separate Directive. This Directive has been included in the DEM's Grant Management Guidance and was approved by the Nevada Commission on Homeland Security during its meeting on April 7, 2010.

Jim Gibbons
Governor

Nevada Department of **Public Safety**

Jearld Hafen
Director
Frank Siracusa
Chief

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 29, 2010

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency (SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. Contact the TPOC for details. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Nevada Department of
Public Safety
DIVISION OF EMERGENCY MANAGEMENT

Request to Support Training Using Homeland Security Funds

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency

Date of Request: _____

Requesting Agency and Jurisdiction: _____

Agency POC: _____ **Phone:** _____ **E-mail:** _____

Grant Number, Project Title (please specify funding source): _____

Estimated Cost: _____ **Purpose (tuition, backfill, travel, etc):** _____

Course Title: _____

Course Number: _____ (**see note below for FEMA approved course #'s) **Requested Dates:** _____

Brief Course Description: < Please limit to 3 lines >

Mission Area: ☐ PREVENT | ☐ PROTECT | ☐ RESPOND | ☐ RECOVER

Level of Training: ☐ AWARENESS | ☐ PERFORMANCE | ☐ MANAGEMENT

Proposed Location: _____ **Estimated Number of Participants:** _____

Training Provider: _____

Provider Address: _____

Provider POC: _____ **Phone:** _____

Provider Web Site (if available): _____

****If above program is a FEMA Approved Program STOP HERE; submit to County EM/USASI/Grant POC for review.**

- **FEMA APPROVED PROGRAMS (State, Fed, TEI) are listed in the catalogs found at www.firstrespondertraining.gov.**

If the requested program is NOT listed in one of these catalogs, the following information must be provided:

For Non-FEMA Approved Programs, the following information is required:

How does the requested training fall within the FEMA mission scope to prepare State and Local personnel to prevent, protect, respond to, and recover from acts of terrorism and catastrophic events?

< Please limit to 3 lines >

How does the requested training build additional capabilities that support a specific training need identified by the State, Tribal, or Urban Area, and how does the training comport with the State, Territory, or Urban Area Homeland Security Strategy? If funded with an agency-awarded grant, how does this training meet with the award criteria?

< Please limit to 3 lines >

Which specific capabilities and related tasks are addressed as articulated in the *Target Capabilities List (TCL)* and the *Universal Task List (UTL)?* List three (3) to five (5). **Tasks MUST be specific and show a direct link to the training content (click here for TCL – pdf).**

Example: *Res.B1a 4.2.2 - Coordinate operations with specialized teams (SWAT, Bomb Squad, HazMat).*

Select Area: < Enter corresponsing task from TCL >

How does this training comport with all applicable Federal, State, and Local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training?

Occupational Safety and Health Administration (OSHA) and/or National Fire Protection Agency (NFPA) – if applicable:

< Please limit to 2 lines >

Vendor Accreditations and Instructor Qualifications/Certifications:

< Please limit to 2 lines >

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency.

**** Signatures not required if emailed from respective POCs ****

County/UASI/Grant Manager Coordination – The above requested training ☐ MEETS | ☐ DOES NOT MEET the County/UASI strategy for use of Homeland Security funds.

The County/UASI/Grant POC ☐ SUPPORTS | ☐ DOES NOT SUPPORT this training request.

Comments: < Why or why not supported >

Name: _____ Signature:_____ Date: _____

Signature not required if emailed from POC. Send to NDEM POC mailto:mcandee@dps.state.nv.us or fax to 775-687-0323)

NDEM SAA Training POC: – The above requested training is:

☐ **FEMA Approved** | ☐ **Non-FEMA Approved** | ☐ **Conference, Workshop or Seminar** | ☐ **Continuing Education**

This program ☐ MEETS | ☐ DOES NOT MEET the guidelines as prescribed by the Office of Grants and Training.

This program ☐ IS | ☐ IS NOT eligible for reimbursement.

Comments: < Why or why not eligible >

Name: _____ Signature:_____ Date: _____

NDEM– The above requested training ☐ MEETS | ☐ DOES NOT MEET the State, Territory, or Urban Area's Homeland Security Strategy.

Providing that funds are available, this program ☐ IS | ☐ IS NOT eligible for reimbursement.

Training is ☐ APPROVED | ☐ DENIED.

Comments: < Why or why not approved >

Name: _____ Signature:_____ Date: _____

NDEM/OHS – For Non-FEMA Approved Programs: If three (3) or more training programs have been reimbursed with Homeland Security Funds the training is no longer eligible for reimbursement.

Agency:_____ Date Hosted/Attended:_____

Agency:_____ Date Hosted/Attended:_____

Agency:_____ Date Hosted/Attended:_____

*** Copy to: NDEM SAA Training POC, County/UASI POC, Requesting Agency POC ***

- OR –

In lieu of signing, can be accompanied by email review/approval

Nevada Exercise Program

INTRODUCTION

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improves the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, state and Federal agencies, and the private sector to identify training and exercise activities for the next subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to each participating jurisdiction and agency to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact that will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one, single exercise document that must follow a prescribed format with a specified content and process is the (AAR/IP).

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will produce an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the Improvement Plan (IP). The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP

Manuals. A web-based software program called Corrective Action Program (CAP) System is being developed by USDHS/FEMA for local, state and Federal exercise points of contacts to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA secure portal (https://odp.esportals.com). The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Herbert "Bud" Marshall, MEP
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
bmarshall@dps.state.nv.us

Investment #13

Investment Information - Investment #13

Investment Name:	Citizen Corps Program - (CCP Dedicated)
Investment Phase:	Ongoing
Multi-Applicant Investment:	No

I. Baseline - Investment #13

I. - Baseline - Previous HSGP Request Name and Funding

If the Investment is Ongoing, identify the corresponding: (100 char. max per Investment name)

FY 2006 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2006 funding amount: $296,750

FY 2007 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2007 funding amount: $305,000

FY 2008 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2008 funding amount: $523,800

FY 2009 Investment name: Expansion and Maintenance of Citizen Corps Programs

FY 2009 funding amount: $538,071

II. Strategy - Investment #13

II.A. - Strategy - Investment Description

Provide a description of this Investment and identify all goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment (2,500 char. max)

The State of Nevada has organized its Citizens Corp Program into four regions, three geographic and one industry based. Geographic regions are North, Northeast and South. Two of the regional "coordinators" reside within the County Sheriff's Office the other resides in the Office of Emergency Management. The fourth region is the Private Sector and the Private Sector Councils. Private Sector Councils are represented on each of the regional Citizens Corp Councils (CCC) and the State Council. Expansion and Maintenance of CCP is designed as a Statewide program consisting of three projects that each support the following State of Nevada and National Priorities from the 2008 State Preparedness Report:
Page 5: Implement the National Incident Management System (NIMS) and the National Response Framework (NRF), "{Complete training – IS-700 NIMS: An Introduction; Complete IS-800 NRP: An Introduction; ICS-100 and ICS-200.
Promote intrastate mutual aid agreements to include agreements with the private sector and non-governmental entities.
Page 7: Develop a Nevada Training Program (NVTP) of basic, intermediate, and advance training courses for Nevada emergency management, responders, volunteer, special needs and private sector ...
Page 24: Establish leadership support at the State level for local CCC.
Establish and maintenance of CCC's at the local government level.
Establish a strategic plan for State Citizens Corps Council to engage all councils in the delivery of community preparedness education programs, training, drills/exercises and volunteer support.

In addition to the above the Southern Region Council, which receives funding from SHSP, CCP and UASI supports the following UASI

Region Objectives:

Page 12: Goal: Develop, implement and validate plans and programs that promote regional collaboration Objective Planning 2.1 Governing bodies adopt regional plans by December 31, 2010 for: Donations Management (American Red Cross), Emergency Volunteer Management (Volunteer Center) Promote Citizen Involvement and Education (OEMs),...

Page 39: Goal: Prepare and Protect citizens in the region through the enhancement of CCPInitiatives and the provision of pubic education and information Objective 9.1 Continue the integration of citizen preparedness and volunteer efforts within all regional emergency preparedness plans throughout the year and no later than December 31, 2010

SAA M&A $7,837 will be taken out for adminstration of the CCP Grant Program

II.B. - Strategy - National Priorities

Identify the National Priorities that are supported by this Investment.

National Priority 1: Expand Regional Collaboration
National Priority 2: Implement the NIMS and NRP
National Priority 3: Strengthen Planning and Citizen Preparedness Capabilities

III. Estimated Funding & Target Capabilities - Investment #13

III.A. - Funding Program and Proposed Funding

The FY 2010 Funding Program and Proposed Funding amount identified for this Investment are as follows:

FY 2010 HSGP Funding Program: CCP
FY 2010 HSGP Proposed Funding: $156,729

III.B. - Target Capabilities

From the 37 Target Capabilities, select all Target Capabilities supported by this Investment.

Target Capability 1: Community Preparedness and Participation
Target Capability 2: Mass Care (Sheltering, Feeding and Related Services)
Target Capability 3: Planning
Target Capability 4: Volunteer Management and Donations

III.C. - Proposed Funding by Target Capabilities

For each of the selected Target Capabilities, provide the proposed funding amount to be obligated from this Investment.

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Community Preparedness and Participation	$125,444	80.0%
Mass Care (Sheltering, Feeding and Related Services)	$7,885	5.0%
Planning	$15,600	10.0%
Volunteer Management and Donations	$7,800	5.0%
Total	**$156,729**	**100.0%**

III.D. - Proposed Funding by Solution Area

Provide the proposed funding amount to be obligated from this Investment towards Planning, Organization, Equipment, Training, and Exercises.

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$84,145	53.7%
Organization		
Equipment	$16,788	10.7%
Training	$55,796	35.6%
Exercises		
Total	**$156,729**	**100.0%**

III.E. - Law Enforcement Terrorism Prevention Activities Funding (LETPA)

If applicable, provide the proposed funding amount that is expected to be obligated towards law enforcement terrorism prevention activities (LETPA).

LETPA Funding Amount: $0

III.F. - Optional Cost Share

If desired, provide the optional cost share source and funding amount for this Investment. Ensure that the cost share amount entered on the SF-424 and SF 424 A forms equals the total cost share amount for all Investments submitted as part of the IJ. (1,500 char. max)

The City of Las Vegas employs the individual responsible the administration of the "South" Region at a cost of approximately $145,000 in compensation plus office, communication and vehicle related expenses.

The Las Vegas Metropolitan Police Department employs a volunteer coordinator to manage the Southern Region Volunteers In Police Service Program at a total cost of approximately $125,000.

The Washoe County Sheriffs' Office employs a Citizens Corp Coordinator at a total cost exceeding $100,000.00.

None of these position are paid from the Expansion and Maintenance of Citizens Corp Grant.

IV. Project Management - Investment #13

IV. - Project Management

Identify up to ten milestones, with start and end dates, that will be achieved within the three-year FY 2010 HSGP period of performance. Depending on the timing of award allocations, the FY 2010 period of performance is estimated to occur from approximately September 2010 - September 2013.

Milestone #	Milestone Name	Start Date	End Date
1	Receive Funding	02/07/2011	02/07/2011
2	Renew existing or obtain new coordinator contract	02/07/2011	03/31/2011
3	Coordinate with other CCP programs w/in Nevada to develop Statewide focus & planning	10/01/2010	05/31/2011
4	Continue GAP analysis by region to determine number of volunteers needed for 5 days after most probable EQ Scenario @ 60% for mass care.	01/01/2011	07/30/2012
5	Establish contacts within local area to sustain and expand public education and outreach	02/01/2011	09/30/2013
6	Coordinate with local emergency responders to expand the role of CC volunteers within the community	02/01/2011	09/30/2013
7	Establish a plan to increase citizen participation by 5%	02/01/2011	07/30/2011
8	Ongoing training and outreach	10/01/2010	09/30/2013

(End of Investment #13.)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $301,548 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 Metropolitan Medical Response System (MMRS) Grant - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Department of Homeland Security Grant Program (HSGP) – FFY2010 Metropolitan Medical Response System (MMRS) award provides the City of Las Vegas with funds in the amount of $301,548 to support the region's mass casualty incident planning efforts. The City of Las Vegas has been designated by the State of Nevada to administer this regional initiative.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Department of Homeland Security (DHS) Grant/FFY10 Metropolitan Medical Response System (MMRS) Grant Award and Investment Justification (IJ) Budget Detail
2. Federal Assurances, Federal Certifications and Nevada Department of Public Safety Division of Emergency Management (DEM) Grant Financial and Program Assurances
3. Directive 1.1 Reallocation/Redirect of Homeland Security Grant Program (HSGP) Funds, Request to Support Training Using Homeland Security Funds, Nevada Exercise Program, Investment Justification #4

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**PROJECT NO:**	97067M10
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nv. 89101		
PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - Metropolitan Medical Response System**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$301,548.00 $0.00
GRANT PERIOD:	10/1/2010 - 3/31/2012	**TOTAL:**	$301,548.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System		$301,548.00
TOTAL		**$301,548.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
[signature] 10/4/10
Date

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**PROJECT NO:**	97067M10
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nv. 89101		
PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - Metropolitan Medical Response System**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$301,548.00 $0.00
GRANT PERIOD:	10/1/2010 - 3/31/2012	**TOTAL:**	$301,548.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Metropolitan Medical Response System		$301,548.00
TOTAL		**$301,548.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

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Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
[signature] 10/6/10
Date

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY10

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: **Project Name: Metropolitan Medical Response System (MMRS)**

One Budget Per Funding Stream

MMRS

										Please Select Sub-Grantee Name		
Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	**Positions Require: How Many, Type, How Long, Description of Position (New or Existing)**	Select Type	DHS Federal			$ -		MMRS	$ -	$ -
2		MMRS Coordinator Position, 1 yr.	Non-Equipment	DHS Federal	1	121,419.00	$ 121,419.00		MMRS	$ 121,419.00	$ 121,419.00
3		Riester - Strategic Planning and Consulting, 1yr	Non-Equipment	DHS Federal	1	10,000.00	$ 10,000.00		MMRS	$ 10,000.00	$ 10,000.00
4			Select Type				$ -		MMRS	$ -	$ -
5			Select Type				$ -		MMRS	$ -	$ -
6			Select Type				$ -		MMRS	$ -	$ -
7			Select Type				$ -		MMRS	$ -	$ -
8			Select Type				$ -		MMRS	$ -	$ -
25	Planning		Select Type				$ -		MMRS	$ -	$ -
26		Updating, Coordinating, Finalizing MCI Plans	Non-Equipment	DHS Federal	1	5,000.00	$ 5,000.00		MMRS	$ 5,000.00	$ 5,000.00
27			Select Type				$ -		MMRS	$ -	$ -
28			Select Type				$ -		MMRS	$ -	$ -
29			Select Type				$ -		MMRS	$ -	$ -
30			Select Type				$ -		MMRS	$ -	$ -
31			Select Type				$ -		MMRS	$ -	$ -
51	Organization	**Please see your grant guidance to determine**	Select Type				$ -		MMRS	$ -	$ -
52		**if you are to use this category - NOT for**	Select Type				$ -		MMRS	$ -	$ -
53		**operating costs**	Select Type				$ -		MMRS	$ -	$ -
54			Select Type				$ -		MMRS	$ -	$ -
55			Select Type				$ -		MMRS	$ -	$ -
56			Select Type				$ -		MMRS	$ -	$ -
57			Select Type				$ -		MMRS	$ -	$ -
58			Select Type				$ -		MMRS	$ -	$ -
65	Equipment	**The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing**	Select Type				$ -		MMRS	$ -	$ -
66		MCI Kits (contents described in AEL)	New		50	2,250.00	$ 112,500.00	09ME-01-MCIK	MMRS	$ 112,500.00	$ 112,500.00
67		FirstWatch Program - Software for early event detection, syndromic surveillance, situational awareness, data intelligence.	New		1	30,000.00	$ 30,000.00	04AP-06-CBRN	MMRS	$ 30,000.00	$ 30,000.00
68			Select Type				$ -		MMRS	$ -	$ -
69			Select Type				$ -		MMRS	$ -	$ -
70			Select Type				$ -		MMRS	$ -	$ -
71			Select Type				$ -		MMRS	$ -	$ -
72			Select Type				$ -		MMRS	$ -	$ -
95	Training		Select Type				$ -		MMRS	$ -	$ -
96		MMRS MCI Training - Training on MMRS plan	Non-Equipment	DHS Federal	1	1,000.00	$ 1,000.00		MMRS	$ 1,000.00	$ 1,000.00
97		MMRS National Conference - 1 Individual to Attend	Non-Equipment	DHS Federal	1	3,000.00	$ 3,000.00		MMRS	$ 3,000.00	$ 3,000.00
98		IMT National Conference - 1 Individual to Attend	Non-Equipment	DHS Federal	1	3,000.00	$ 3,000.00		MMRS	$ 3,000.00	$ 3,000.00
99		IAEM Supported Conference on WMD, Med Surge, MCI's, Emergency Mgmt./leadership, HAZMAT, or EMS - 1 Individual to Attend	Non-Equipment	DHS Federal	1	10,629.00	$ 10,629.00		MMRS	$ 10,629.00	$ 10,629.00
100			Select Type				$ -		MMRS	$ -	$ -
101			Select Type				$ -		MMRS	$ -	$ -
126	Exercise		Select Type				$ -		MMRS	$ -	$ -
127		MMRS/WMD Exercise	Non-Equipment	DHS Federal	1	5,000.00	$ 5,000.00		MMRS	$ 5,000.00	$ 5,000.00
128			Select Type				$ -		MMRS	$ -	$ -
129			Select Type				$ -		MMRS	$ -	$ -
130			Select Type				$ -		MMRS	$ -	$ -
131			Select Type				$ -		MMRS	$ -	$ -
132			Select Type				$ -		MMRS	$ -	$ -
							$ 301,548.00			**$ 301,548.00**	**$ 301,548.00**

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.

III. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/10
Date

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   - **a.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   - **b.** If any funds other than federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   - **c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

1. The applicant certifies that it and its principals:
   - **a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   - **b.** Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   - **c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   - **d.** Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for sub-grantees, as defined at 28 CFR Part 67

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   - **a.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
  i. The dangers of drug abuse in the workplace;
  ii. The sub-grantee's policy of maintaining a drug-free workplace;
  iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  i. Abide by the terms of the statement; and
  ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
  i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

VII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/16
Date

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request to the DEM for desk review or onsite monitoring visit purposes.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list or is not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).

a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

1. The equipment was purchased with FEMA preparedness grant funding.
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

As applicable for grant programs, reports consist of, but are not limited to:

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Detailed Budget
e. Quarterly Project Plan/Work Plan (*EMPG*).

f. **Compliance with HSGP Directive 1.1, Reallocation/Redirect of the Homeland Security Grant Program (HSGP). Please see attached for the complete Directive.**

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:

   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan

2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.
   a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission

of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
   1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf

7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

- Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/6/16
Date

Directive 1.1

REALLOCATION/REDIRECT
of
HOMELAND SECURITY GRANT PROGRAM (HSGP) FUNDS

BACKGROUND

The State of Nevada began receiving Weapons of Mass Destruction (WMD) grant funds, and subsequently HSGP grant funds from the federal government in FFY99. Beginning with the FFY06 funding cycle the DHS restructured its programs to require that states receiving this funding develop statewide projects that would seek development and achievement of each of 37 capabilities that are included in its Target Capability List (TCL). This resulted in a requirement to establish projects (initiatives) that would be combined within an Investment to be included in the compilation of Investments (not to exceed 15 statewide and 15 for the urban area) making up the State's Investment Justification (application) to the DHS for each federal fiscal year funding cycle.

Upon implementing the changes that began with the FFY06 grant cycle, the State Administrative Agency (SAA), in cooperation with the Urban Area Administrator (UAA), created the Homeland Security Working Group (HSWG) with multi-jurisdiction, multi-discipline representatives. In brief, the HSWG then became the body that would develop, review and provide recommendations to the Nevada Commission on Homeland Security (NCHS) as to the Investments that were created for consideration and inclusion in the Investment Justification submitted to the DHS on behalf of the State for each funding cycle. Through this process, the HSWG identified "Project Leads" that would be responsible for the development of the Investments and associated budgets as well as program oversight of the statewide Investments inclusive of implementation, budget management and financial/program reporting for each Investment respectively.

With these FFY06 changes and the necessary modifications to state-level practices being in their infancy, it was recommended to and approved by the NCHS that any cost savings within each Investment budget would remain within that budget to further build the associated capability(ies). However, beginning with the FFY08 grant cycle, it became apparent that Investments were running the risk of not completing projects and/or spending their budgeted funds within each prescribed performance period, therefore creating the potential for reversion of these funds to the federal government. Additionally, following review of each of the Investment budgets, it was determined that there were overlaps in funding between grant cycles resulting in inflated budgets. These concerns and others, in part, have resulted in the NCHS's creation of a Finance Committee that now reviews all Investments and budgets for presentation of recommendations and findings to the full NCHS. The development of and subsequent amendments to this Directive, with approval of the NCHS, is in support of the NCHS in its efforts to effectively fulfill responsibilities pertaining to the HSGP as ascribed to them pursuant to the Governor's Executive Order that was issued on November 26, 2008.

PURPOSE

The purpose of this Directive is to establish polices that will provide consistency and standardization in managing occurrences of cost savings within budgets that may be reallocated to achieve new or enhance existing capabilities, and requirements for consideration of requests to redirect funds, within an approved budget, for a different purpose (change of intent).

Additionally, this Directive is intended to provide guidance to the SAA (DEM) and its subgrantees in the requirements of identifying, reporting and addressing funds that will be subject to these provisions relative to the reallocation and/or redirect of funds within each grant funding cycle.

ASSUMPTION

As with any budget process, the development of a budget is largely based upon the anticipated needs ("best guess") of what will be necessary for meeting the costs of an organizational operation and/or completion of a project. Therefore, it is often times impossible to predict the impact of inflation, budget for unforeseen events/opportunities or anticipate cost overruns due to unknown elements (i.e., additional components necessary for equipment, additional information technology requirements, etc.). While major costs should be known and identified during the budget development process, it is understood that there are times when it is not always feasible to be fully aware of all possibilities.

The policy section that follows is intended to streamline and provide the necessary guidelines to ensure the best utilization of these limited resources while providing adequate flexibility in managing each of the projects for achievement of the maximum level of progress in establishing new, improving and enhancing existing statewide capabilities.

POLICY

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 18 months to allow for adequate time in reallocating and/or redirecting HSGP funds as necessary.

Extensions to the subgrant performance period will be approved by the NCHS only. The subgrantee must provide a written request for extension to the SAA (DEM) at least three (3) months prior to the end of the subgrantee performance period.

Reallocation of Funds (effective beginning with the FFY09 HSGP grant cycle)

Reallocation of funds can occur for two reasons which are: 1) Cost savings; and 2) A project lead has experienced a cost shortfall within a budget line item of an existing project due to unforeseen circumstances. ALL requests for reallocation of funds resulting

from cost shortfall within an existing budget **must** be submitted to the SAA (DEM) using the Project Change Request form. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us.

Reallocation of funds will be considered at two (2) levels as follows:

Level 1

1. Any available funds realized as a result of cost savings, that are not justified in writing (Project Change Request) as a need for an unforeseen cost shortfall, will automatically be reverted to the SAA (DEM) on or before the end of the subgrant performance period for pooling and subsequent presentation before the NCHS for reallocation following the end of the subgrant performance period; or
2. Any requests for reallocation within an existing approved budget that exceeds ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, must be approved by the NCHS.

Level 2

1. The SAA (DEM) will be responsible for the review of all "Project Change Requests" to ensure that the change(s) requested is compliant with federal guidance, which may also require seeking approval from the DHS. Any "Project Change Requests" exceeding the authority of number 2 within this section (Level 2) will be deferred to the NCHS for review and final approval.
2. Any requests for reallocation within an existing approved budget that does not exceed ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, may be approved by the SAA (DEM) as long as it is due to a cost shortfall or unforeseen circumstance that, if denied, would result in the loss of progression for completion of the project in the grant period or missed training opportunity for a specialized capability (i.e., fusion centers, ILO's, TLO's, bomb squads, etc.). The SAA (DEM) reserves the right to defer any requests under this level to the NCHS.

In the event that a request for reallocation of funds is time sensitive and is subject to the provisions of Level 1, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

Redirect of Funds (effective beginning with the FFY09 HSGP grant cycle)

A redirect of funds is defined as a change of intent for use of funds from the originally approved budget by line item. It is import to remember that the approved budget has been approved by line item detail with the subgrant award issued to reflect the same. Any request for an addition and/or deletion of a line item is considered a change of intent and will be processed as a redirect of funds. Any requests to redirect funds must first be submitted to the SAA (DEM) for review of compliance with federal guidance and

subsequently be presented before, reviewed and approved by the NCHS. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us. Upon completion of the review for compliance with federal guidance, the SAA (DEM) will forward all documentation to the NCHS with a letter confirming compliance, if applicable.

A request to redirect funds **must** include:

1. A written justification explaining, at a minimum*, the following:
    a) Impact of not completing the project in the originally approved budget; and
    b) Explanation as to why the subject for the redirect of funds was not addressed in the original investment or another related investment, if applicable; and
    c) Benefit to the state's overall capabilities by approving the requested redirect of funds; and
    d) Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
    e) Impact of not approving the request to redirect of funds
2. Copy of the original budget
3. Copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

In the event that a request for redirect of funds is time sensitive, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

*The NCHS may require additional information.

***Note:** If the redirect of funds is approved by the NCHS, it may be necessary to de-obligate the funds from a project and reissue a subgrant for the approved amount depending upon the type of project that is being funded.*

RESTRICTIONS

Reallocation and/or redirect of funds will not be approved if the request includes any of the following restrictions:

1. Non-compliance with federal guidance (as stated above)
2. Supplanting – Any request that is seeking to use funds for anything previously funded by state or local funds
3. Misappropriation of funds
4. Commingling of funds
5. Denial by the DHS
6. Inability for projects to be completed within the remaining performance period
7. Non-conformance with the goals and priorities of the NCHS.

SUMMARY

The federal requirements for managing grants often leaves much room for interpretation with respect to each state's management of individual grant programs. While this Directive is exclusive to the HSGP, subgrantees must also comply with the financial and program requirements contained within the DEM Grant Management Guidance. Because it is specific in nature and only applies to the HSGP, the content of this document has been established as a separate Directive. This Directive has been included in the DEM's Grant Management Guidance and was approved by the Nevada Commission on Homeland Security during its meeting on April 7, 2010.

Jim Gibbons
Governor

Nevada Department of **Public Safety**

Jearld Hafen
Director
Frank Siracusa
Chief

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 29, 2010

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency (SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. Contact the TPOC for details. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Nevada Department of
Public Safety
DIVISION OF EMERGENCY MANAGEMENT

Request to Support Training Using Homeland Security Funds

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency

Date of Request: _____

Requesting Agency and Jurisdiction: _____

Agency POC: _____ **Phone:** _____ **E-mail:** _____

Grant Number, Project Title (please specify funding source): _____

Estimated Cost: _____ **Purpose (tuition, backfill, travel, etc):** _____

Course Title: _____

Course Number: _____(**see note below for FEMA approved course #'s) **Requested Dates:** _____

Brief Course Description:< Please limit to 3 lines >

Mission Area: ☐ PREVENT | ☐ PROTECT | ☐ RESPOND | ☐ RECOVER

Level of Training: ☐ AWARENESS | ☐ PERFORMANCE | ☐ MANAGEMENT

Proposed Location: _____ **Estimated Number of Participants:** _____

Training Provider: _____

Provider Address: _____

Provider POC: _____ **Phone:** _____

Provider Web Site (if available): _____

****If above program is a FEMA Approved Program STOP HERE; submit to County EM/USASI/Grant POC for review.**

- **FEMA APPROVED PROGRAMS (State, Fed, TEI) are listed in the catalogs found at www.firstrespondertraining.gov.**

If the requested program is NOT listed in one of these catalogs, the following information must be provided:

For Non-FEMA Approved Programs, the following information is required:

How does the requested training fall within the FEMA mission scope to prepare State and Local personnel to prevent, protect, respond to, and recover from acts of terrorism and catastrophic events?

< Please limit to 3 lines >

How does the requested training build additional capabilities that support a specific training need identified by the State, Tribal, or Urban Area, and how does the training comport with the State, Territory, or Urban Area Homeland Security Strategy? If funded with an agency-awarded grant, how does this training meet with the award criteria?

< Please limit to 3 lines >

Which specific capabilities and related tasks are addressed as articulated in the *Target Capabilities List (TCL)* and the *Universal Task List (UTL)*? List three (3) to five (5). **Tasks MUST be specific and show a direct link to the training content (click here for TCL – pdf).**

Example: *Res.B1a 4.2.2 - Coordinate operations with specialized teams (SWAT, Bomb Squad, HazMat).*

Select Area: < Enter corresponsing task from TCL >

How does this training comport with all applicable Federal, State, and Local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training?

Occupational Safety and Health Administration (OSHA) and/or National Fire Protection Agency (NFPA) – if applicable:

< Please limit to 2 lines >

Vendor Accreditations and Instructor Qualifications/Certifications:

< Please limit to 2 lines >

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency.

**** Signatures not required if emailed from respective POCs ****

County/UASI/Grant Manager Coordination – The above requested training ☐ MEETS | ☐ DOES NOT MEET the County/UASI strategy for use of Homeland Security funds.

The County/UASI/Grant POC ☐ SUPPORTS | ☐ DOES NOT SUPPORT this training request.

Comments: < Why or why not supported >

Name: _____ Signature:_____ Date: _____

Signature not required if emailed from POC. Send to NDEM POC mailto:mcandee@dps.state.nv.us or fax to 775-687-0323)

NDEM SAA Training POC: – The above requested training is:

☐ **FEMA Approved** | ☐ **Non-FEMA Approved** | ☐ **Conference, Workshop or Seminar** | ☐ **Continuing Education**

This program ☐ MEETS | ☐ DOES NOT MEET the guidelines as prescribed by the Office of Grants and Training.

This program ☐ IS | ☐ IS NOT eligible for reimbursement.

Comments: < Why or why not eligible >

Name: _____ Signature:_____ Date: _____

NDEM– The above requested training ☐ MEETS | ☐ DOES NOT MEET the State, Territory, or Urban Area's Homeland Security Strategy.

Providing that funds are available, this program ☐ IS | ☐ IS NOT eligible for reimbursement.

Training is ☐ APPROVED | ☐ DENIED.

Comments: < Why or why not approved >

Name: _____ Signature:_____ Date: _____

NDEM/OHS – For Non-FEMA Approved Programs: If three (3) or more training programs have been reimbursed with Homeland Security Funds the training is no longer eligible for reimbursement.

Agency:_____ Date Hosted/Attended:_____

Agency:_____ Date Hosted/Attended:_____

Agency:_____ Date Hosted/Attended:_____

*** Copy to: NDEM SAA Training POC, County/UASI POC, Requesting Agency POC ***

- OR –

In lieu of signing, can be accompanied by email review/approval

Nevada Exercise Program

INTRODUCTION

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improves the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, state and Federal agencies, and the private sector to identify training and exercise activities for the next subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to each participating jurisdiction and agency to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact that will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one, single exercise document that must follow a prescribed format with a specified content and process is the (AAR/IP).

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will produce an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the Improvement Plan (IP). The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP

Manuals. A web-based software program called Corrective Action Program (CAP) System is being developed by USDHS/FEMA for local, state and Federal exercise points of contacts to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA secure portal (https://odp.esportals.com). The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Herbert "Bud" Marshall, MEP
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
bmarshall@dps.state.nv.us

Investment #4

Investment Information - Investment #4

Investment Name:	Metropolitan Medical Response System
Investment Phase:	Ongoing
Multi-Applicant Investment:	No

I. Baseline - Investment #4

I. - Baseline - Previous HSGP Request Name and Funding

If the Investment is Ongoing, identify the corresponding: (100 char. max per Investment name)

FY 2006 Investment name: Metropolitan Medical Response System

FY 2006 funding amount: $232,330

FY 2007 Investment name: Metropolitan Medical Response System

FY 2007 funding amount: $258,145

FY 2008 Investment name: Metropolitan Medical Response System

FY 2008 funding amount: $321,221

FY 2009 Investment name: Metropolitan Medical Response System

FY 2009 funding amount: $321,221

II. Strategy - Investment #4

II.A. - Strategy - Investment Description

Provide a description of this Investment and identify all goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment (2,500 char. max)

Las Vegas MMRS program supports the integration of emergency management, health, and medical systems into a coordinated response to mass casualty incidents caused by any hazard. This program reduces the consequences of a mass casualty incident during the initial period of a response by having augmented existing local operational response systems before an incident occurs. Las Vegas MMRS has sustained and will continue to improve these built systems since 2000.
This Investment supports the State Homeland Security Strategy and Urban Area Security Strategy goals and objectives:
SHSP Strategy
Goal: Develop intrastate, interstate and regional network for collection, sharing and analysis of surveillance and intelligence information.
¿ Objective
1. Plans/Procedures
Goal: Communications Interoperability.
¿ Objectives
1. Trained
2. Exercised
Goal: Develop, review, update and/or finalize state and local EOP, COOP, and COG plans and terrorism annexes.
¿ Objectives
1. Organization

2. Plans/Procedures
3. Trained
4. Exercised
Goal: Develop, review, update and/or finalize interstate/intrastate mutual aid agreements and regional plans.
¿ Objectives
1. Plans/Procedures
2. Trained
3. Exercised
Goal: Equip and train Nevada's emergency first responders and support agencies.
¿ Objectives
1. Organization
2. Trained
3. Exercised
4. Equipped
Goal: Strengthen Nevada's capabilities to detect, identify, and report radiological and nuclear materials present in unauthorized locations.
¿ Objectives
1. Plans/Procedures
2. Trained
3. Exercised
Goal: Develop, review, update and/or finalize emergency plans for coordination of medical facility emergency care.
¿ Objectives
1. Organization
2. Plans/Procedures
3. Trained
4. Exercised
5. Equipped
UAS!Strategy
Goal 1:
Objectives
1.1
1.3
1.4
Goal 2:
Objective
2.1
Goal 5:
Objective
5.3
Goal 6:
Objectives
6.1
6.3
6.5
Goal 7:
Objectives
7.1
7.2
7.5
7.6
7.8
Goal 8:
Objectives
8.1
8.1.1
8.1.2
8.1.3
8.3
8.4
Goal 9:
Objectives
9.1
9.5
The National Priorities supported by this investment are:

Expanding Regional Collaboration;
Strengthening Medical Surge and Mass Prophylaxis Capabilities;
Strengthening CBRNE Detection, Response, and Decontamination Capabilities; and
Strengthening Planning and Citizen Preparedness Capabilities.
SAA M&A $15,871 will be taken out for adminstration of the MMRS Grant Program

II.B. - Strategy - National Priorities

Identify the National Priorities that are supported by this Investment.

National Priority 1:	Expand Regional Collaboration
National Priority 2:	Strengthen CBRNE Detection, Response, & Decontamination Capabilities
National Priority 3:	Strengthen Medical Surge and Mass Prophylaxis Capabilities
National Priority 4:	Strengthen Planning and Citizen Preparedness Capabilities

III. Estimated Funding & Target Capabilities - Investment #4

III.A. - Funding Program and Proposed Funding

The FY 2010 Funding Program and Proposed Funding amount identified for this Investment are as follows:

FY 2010 HSGP Funding Program:	MMRS
FY 2010 HSGP Proposed Funding:	$317,419

III.B. - Target Capabilities

From the 37 Target Capabilities, select all Target Capabilities supported by this Investment.

Target Capability 1:	Emergency Triage and Pre-Hospital Treatment
Target Capability 2:	Information Gathering and Recognition of Indicators and Warnings
Target Capability 3:	Medical Surge
Target Capability 4:	On-Site Incident Management
Target Capability 5:	Planning

III.C. - Proposed Funding by Target Capabilities

For each of the selected Target Capabilities, provide the proposed funding amount to be obligated from this Investment.

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Emergency Triage and Pre-Hospital Treatment	$135,000	42.5%
Information Gathering and Recognition of Indicators and Warnings	$30,000	9.5%
Medical Surge	$5,000	1.6%
On-Site Incident Management	$15,000	4.7%
Planning	$132,419	41.7%
Total	**$317,419**	**100.0%**

III.D. - Proposed Funding by Solution Area

Provide the proposed funding amount to be obligated from this Investment towards Planning, Organization, Equipment, Training, and Exercises.

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$132,419	41.7%
Organization		
Equipment	$165,000	52.0%
Training	$15,000	4.7%
Exercises	$5,000	1.6%
Total	**$317,419**	**100.0%**

III.E. - Law Enforcement Terrorism Prevention Activities Funding (LETPA)

If applicable, provide the proposed funding amount that is expected to be obligated towards law enforcement terrorism prevention activities (LETPA).

LETPA Funding Amount:

III.F. - Optional Cost Share

If desired, provide the optional cost share source and funding amount for this Investment. Ensure that the cost share amount entered on the SF-424 and SF 424 A forms equals the total cost share amount for all Investments submitted as part of the IJ. (1,500 char. max)

IV. Project Management - Investment #4

IV. - Project Management

Identify up to ten milestones, with start and end dates, that will be achieved within the three-year FY 2010 HSGP period of performance. Depending on the timing of award allocations, the FY 2010 period of performance is estimated to occur from approximately September 2010 - September 2013.

Milestone #	Milestone Name	Start Date	End Date
1	Purchase MCI Equipment	01/01/2011	02/01/2011
2	Distribute MCI Equipment	02/01/2011	03/01/2011
3	Conduct MMRS/WMD/ICS Training	03/01/2011	09/01/2011
4	Develop MMRS MCI Exercise	09/01/2011	03/01/2012
5	Conduct MMRS MCI Exercise	03/01/2012	04/01/2012
6	Develop MMRS MCI Exercise After Action Report and Recommended Improvement Plan	04/01/2012	06/01/2012
7	Update and improve regional MCI plans based on MMRS MCI Exercise Recommended Improvement Plan	06/01/2012	01/01/2013
8	Conduct Training on Updated Plan	01/01/2013	06/01/2013
9	Perform Gap Analysis to identify deficiencies and/or shortfalls in equipment and training	06/01/2013	08/01/2013
10	Develop a plan to address identified capabilities gaps	08/01/2013	09/01/2013

(End of Investment #4.)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a grant award from the State of Nevada Division of Emergency Management for the receipt of homeland security funds in the amount of $428,009 from the Department of Homeland Security Grant Program (HSGP) Federal Fiscal Year 2010 Urban Area Security Initiative (UASI) Grant - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Department of Homeland Security Grant Program (HSGP) - FFY2010 Urban Area Security Initiative (UASI) award provides the City of Las Vegas with funds in the amount of $428,009 for project expenditures which include the LVMPD Armor Task Force/Las Vegas Fire Rescue; Advanced IED/WMD Defeat for Nevada Bomb Squads - UASI; Radiological/Nuclear Detection & Adjudication UASI; and UASI Management & Administration (M&A).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Department of Homeland Security (DHS) Grant/FFY10-Urban Area Security Initiative (UASI) Grant Award and Investment Justification (IJ) Budget Detail
2. Federal Assurances, Federal Certifications and Nevada Department of Public Safety Division of Emergency Management (DEM) Grant Financial and Program Assurances
3. Directive 1.1 Reallocation/Redirect of Homeland Security Grant Program (HSGP) Funds, Request to Support Training Using Homeland Security Funds, Nevada Exercise Program, Investment Justifications #8, #3, #5

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**PROJECT NO:**	97067U10
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nv. 89101		
PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - Urban Area Security Initiative (UASI)**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$428,009.00 $0.00
GRANT PERIOD:	10/1/2010 - 3/31/2012	**TOTAL:**	$428,009.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Las Vegas Fire Rescue Project		$107,009.00
Advanced IED/WMD		$269,000.00
Radiological Nuclear Detection & Adjudication		$30,600.00
UASI Management & Administration (M&A)		$21,400.00
TOTAL		**$428,009.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
10/6/10
Date

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**PROJECT NO:**	97067U10
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nv. 89101		
PROJECT TITLE:	Department of Homeland Security (DHS) Grant **FFY10 - Urban Area Security Initiative (UASI)**	**FEDERAL GRANT FUNDS:** **MATCHING FUNDS:**	$428,009.00 $0.00
GRANT PERIOD:	10/1/2010 - 3/31/2012	**TOTAL:**	$428,009.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Las Vegas Fire Rescue Project		$107,009.00
Advanced IED/WMD		$269,000.00
Radiological Nuclear Detection & Adjudication		$30,600.00
UASI Management & Administration (M&A)		$21,400.00
TOTAL		**$428,009.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X 9-30-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
10/6/10
Date

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY10

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: LVMPD Armor Task Force/Las Vegas Fire Rescue

One Budget Per Funding Stream

UASI

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source	Please Select Sub-Grantee Name: CITY OF HENDERSON	LAS VEGAS METRO	CITY OF LAS VEGAS	CITY OF N. LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, How Long, Description of Position (New or Existing)	Select Type	DHS Federal			$ -		UASI					$ -
2			Select Type				$ -		UASI					$ -
3			Select Type				$ -		UASI					$ -
25	Planning		Select Type				$ -		UASI					$ -
26			Select Type				$ -		UASI					$ -
27			Select Type				$ -		UASI					$ -
28			Select Type				$ -		UASI					$ -
51	Organization	Please see your grant guidance to determine	Select Type				$ -		UASI					$ -
52		if you are to use this category - NOT for	Select Type				$ -		UASI					$ -
53		operating costs	Select Type				$ -		UASI					$ -
54			Select Type				$ -		UASI					$ -
55			Select Type				$ -		UASI					$ -
65	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		UASI					$ -
66														$ -
67														$ -
68														$ -
69														$ -
70			Select Type				$ -		0					$ -
71		Chemical Agent Detector, point, Ion Mobility Spectrometer (Smiths Detection LCD- FR) 4 ea	New		4	8,500.00	$ 34,000.00	07CD 01 DPSI	0			$ 34,000.00		$ 34,000.00
72		Adashi Software_ CBRNE Reference Research Software Tool 3 ea	New		3	2,060.00	$ 6,180.00	11RE 00 RFDB	0			$ 6,180.00		$ 6,180.00
73		Radiation Detector Service Package	Sustainment		1	9,829.00	$ 9,829.00	21GN 00 MAIN	0			$ 9,829.00		$ 9,829.00
74		HazID Service Package	Sustainment		2	5,000.00	$ 10,000.00	21GN 00 MAIN	0			$ 10,000.00		$ 10,000.00
75		Combustible Gas Indicators with 2 Calibrators and 20 bottles Gas - chemical gas detector	New		13	3,615.39	$ 47,000.07	07CD 01 DPIR	0			$ 47,000.00		$ 47,000.00
76			Select Type				$ -		0					$ -
77		Chemical Detector, Colormetric Tube	New		1	3,500.00	$ 3,500.00	07CD 01 KCTC	0				$ 3,500.00	$ 3,500.00
78		SCBA Bottles, One Hour 4 ea	New		4	700.00	$ 2,800.00	01AR-01-SCBC	0				$ 2,800.00	$ 2,800.00
79		Air Cart with Hose	New		1	2,800.00	$ 2,800.00	19MH-00-CPAC	0				$ 2,800.00	$ 2,800.00
80		Computer, Panasonic Tough Book	New		1	3,000.00	$ 3,000.00	04HW-01-MOBL	0				$ 3,000.00	$ 3,000.00
81		Adashi Software_ CBRNE Reference Research Software Tool 3 ea	New		2	2,060.00	$ 4,120.00	11RE 00 RFDB	0				$ 4,120.00	$ 4,120.00
82		Hot Tap Kit ; 4 components are listed individually: 03OE-04-GRRT Tester 03OE-04-GRCA Grounding Cables 03OE-04-GRRD Grounding Rods 03SR-01-TLPN Pneumatic Drill	New		1	1,500.00	$ 1,500.00		0				$ 1,500.00	$ 1,500.00
83		Level "A" Fully Encapsulating Chemical Protective Suits (NFPA 1991 Compliant)	New		10	2,400.00	$ 24,000.00	01VF-01-ENSM	0				$ 24,000.00	$ 24,000.00
84			Select Type				$ -		0					$ -
85		CBRNE Rated SCBA	New		40	9,375.00	$ 375,000.00	01AR-01-SCBA	0		$ 375,000.00			$ 375,000.00
86		Chemical Detector, RAMAN Spectrometer	New		1	45,000.00	$ 45,000.00	07CD-01-DPRS	0		$ 45,000.00			$ 45,000.00
87		Chemical Detector, FTIR	New		2	55,000.00	$ 110,000.00	07CD-01-FTIR	0		$ 110,000.00			$ 110,000.00
88		Gas Detector, FTIR	New		2	45,000.00	$ 90,000.00	07CD-01-FTIR	0		$ 90,000.00			$ 90,000.00
89		Gas Chromatography Detection System	New		1	120,000.00	$ 120,000.00	07CD-02-DPGC	0		$ 120,000.00			$ 120,000.00
90		Biological Classification System, Remote	New		2	40,000.00	$ 80,000.00	07BS-01-KBPA	0		$ 80,000.00			$ 80,000.00
91		Explosive Trace Detection System	New		2	32,500.00	$ 65,000.00	07ED-03-SWPE	0		$ 65,000.00			$ 65,000.00
92		CBRNE Equipment Sustainment	Sustainment		1	40,000.00	$ 40,000.00	21GN-00-MAIN	0		$ 40,000.00			$ 40,000.00
93		Terrorism Incident Prevention Ensemble	New		25	2,000.00	$ 50,000.00	01CB-01-ENSM	0		$ 50,000.00			$ 50,000.00
94			Select Type				$ -		0					$ -

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY10

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: LVMPD Armor Task Force/Las Vegas Fire Rescue

One Budget Per Funding Stream

UASI

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source	Please Select Sub-Grantee Name: CITY OF HENDERSON	LAS VEGAS METRO	CITY OF LAS VEGAS	CITY OF N. LAS VEGAS	Grand Total
95	Training		Select Type				$ -		0					$ -
96			Select Type				$ -		0					$ -
97			Select Type				$ -		0					$ -
98			Select Type				$ -		0					$ -
126	Exercise		Select Type				$ -		0					$ -
127			Select Type				$ -		0					$ -
128			Select Type				$ -		0					$ -
129			Select Type				$ -		0					$ -
130			Select Type				$ -		0					$ -
131			Select Type				$ -		0					$ -
							$ 1,123,729.07			$ -	$ 975,000.00	$ 107,009.00	$ 41,720.00	$ 1,123,729.00

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY10

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Advanced IED/WMD Defeat for Nevada Bomb Squads - UASI

One Budget Per Funding Stream

UASI

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	**Positions Require: How Many, Type, How Long, Description of Position (New or Existing)**	Select Type	DHS Federal			$ -		UASI		$ -
2			Select Type				$ -		UASI		$ -
3			Select Type				$ -		UASI		$ -
4			Select Type				$ -		UASI		$ -
5			Select Type				$ -		UASI		$ -
6			Select Type				$ -		UASI		$ -
25	Planning		Select Type				$ -		UASI		$ -
26		Strategic Plan Continuation, Travel, Per Diem, Lodging. This budget allows the Bomb Technicians in the Southern half of the State to attend meetings and contribute to the Strategic Plan for the State of Nevada Bomb Squads. This covers 13 Bomb Technicians. This request meets the requirements set forth in FFY10 HSGP Guidance page 36 dated Dec 09.	New		10	1,000.00	$ 10,000.00		UASI	10,000	$ 10,000.00
27			Select Type				$ -		UASI		$ -
28			Select Type				$ -		UASI		$ -
29			Select Type				$ -		UASI		$ -
30			Select Type				$ -		UASI		$ -
31			Select Type				$ -		UASI		$ -
51	Organization	**Please see your grant guidance to determine**	Select Type				$ -		UASI		$ -
52		**if you are to use this category - NOT for**	Select Type				$ -		UASI		$ -
53		**operating costs**	Select Type				$ -		UASI		$ -
54		Operational Overtime - 13 Bomb Technicians - Meets the Criteria set forth in FFY10 HSGP Guidance pages 37 & 38 dated Dec 09	New						UASI		$ -
55			Select Type				$ -		UASI		$ -
56			Select Type				$ -		UASI		$ -
57			Select Type				$ -		UASI		$ -
58			Select Type				$ -		UASI		$ -
59			Select Type				$ -		UASI		$ -
65	Equipment	**The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing**	Select Type				$ -		UASI		$ -
66		Chassis upgrade for CBRNE Response Vehicle - Complete Suspension and Driveline Upgrade to increase this vehicles' GVWR to enhance vehicle capabilities. Break Assembly upgrade - Required DHS approval	New		1	200,000.00	$ 200,000.00	12VE-00-MISS	UASI	200,000.00	$ 200,000.00
67											$ -
68		F6A (Remotec Robot) Emergency Spare Parts & Overhaul Kits	New		1	22,000.00	$ 22,000.00	03OE-07-UPGD	0	22,000.00	$ 22,000.00
69		V-A1 (Remotec Robot) Emergency Spare Parts & Overhaul Kits	New		1	22,000.00	$ 22,000.00	03OE-07-UPGD	0	22,000.00	$ 22,000.00
70			Select Type				$ -		0		$ -
71			Select Type				$ -		0		$ -
72			Select Type				$ -		0		$ -
73			Select Type				$ -		0		$ -
74			Select Type				$ -		0		$ -
95	Training		Select Type				$ -		0		$ -
96		Training for IABTI, LVBIED and Various FBI/DOJ Road Shows. Advanced Individual and Group Training. This training request covers 13 Bomb technicians and meets the requirements set forth in FFY10 HSGP Guidance page 39 dated Dec 09. Training offerings and locations vary each year.	New		13	1,153.85	$ 15,000.00		0	15,000.00	$ 15,000.00
97			Select Type				$ -		0		$ -
98			Select Type				$ -		0		$ -
99			Select Type				$ -		0		$ -
100			Select Type				$ -		0		$ -
101			Select Type				$ -		0		$ -
126	Exercise		Select Type				$ -		0		$ -
127			Select Type				$ -		0		$ -
128			Select Type				$ -		0		$ -
129			Select Type				$ -		0		$ -
130			Select Type				$ -		0		$ -
131			Select Type				$ -		0		$ -
							$ 269,000.00			**$ 269,000.00**	**$ 269,000.00**

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY10

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Radiological/Nuclear Detection & Adjudication UASI

One Budget Per Funding Stream

UASI

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source	Please Select Sub-Grantee Name: LAS VEGAS METRO	UNLV	CITY OF LAS VEGAS	CLARK COUNTY	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, How Long, Description of Position (New or Existing)	Select Type	DHS Federal			$ -		UASI					$ -
2			Select Type				$ -		UASI		$ -			$ -
3			Select Type				$ -		UASI					$ -
2			Select Type				$ -		UASI					$ -
3			Select Type				$ -		UASI					$ -
4			Select Type				$ -		UASI					$ -
3			Select Type				$ -		UASI					$ -
9	Planning		Select Type				$ -		UASI					$ -
10							$ -		UASI					$ -
11			Select Type				$ -		UASI					$ -
10			Select Type				$ -		UASI					$ -
11			Select Type				$ -		UASI					$ -
12			Select Type				$ -		UASI					$ -
19	Organization	Please see your grant guidance to determine	Select Type				$ -		UASI					$ -
18		if you are to use this category - NOT for	Select Type				$ -		UASI					$ -
19		operating costs	Select Type				$ -		UASI					$ -
20			Select Type				$ -		UASI					$ -
19			Select Type				$ -		UASI					$ -
20			Select Type				$ -		UASI					$ -
21			Select Type				$ -		UASI					$ -
20			Select Type				$ -		UASI					$ -
21			Select Type				$ -		UASI					$ -
22			Select Type				$ -		UASI					$ -
21			Select Type				$ -		UASI					$ -
22			Select Type				$ -		UASI					$ -
23			Select Type				$ -		UASI					$ -
22			Select Type				$ -		UASI					$ -
23	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		UASI					$ -
24		telemetry and communications components for Matrix radiation detectors that were partially funded in 2008. This equipment allows detectors to be remotely monitored and the request for funding was postponed pending compatibility analysis and technology changes.	New		1	75,000.00	$ 75,000.00	15SC-00-PMON	UASI	75,000.00				$ 75,000.00
23		Standard personal radiation detectors 36@1,900 (Sat and Cache)	New		36	1,900.00	$ 68,400.00	07RD-01-PDGA	UASI	68,400.00				$ 68,400.00
24		Extended Range personal radiation detectors w/ docks 18@ 2,300 (Patrol)	New		18	2,300.00	$ 41,400.00	07RD-01-PDGA	UASI	41,400.00				$ 41,400.00
25		Etended range personal radiation detectors w/ docks 12@ 2,550 (LVFR)	New		12	2,550.00	$ 30,600.00	07RD-01-PDGA	UASI			30,600.00		$ 30,600.00
24		Extended range personal radiation detectors w/ docks 24@ 2,550 (CCFD)	New		24	2,550.00	$ 61,200.00	07RD-01-PDGA	UASI				61,200.00	$ 61,200.00
25														
26														
25														
26			Select Type											$ -
27			Select Type											$ -
26			Select Type											$ -
33	Training		Select Type											$ -
34			Select Type											$ -
33			Select Type				$ -		0					$ -
34			Select Type				$ -		0					$ -
35			Select Type				$ -		0					$ -
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35			Select Type				$ -		0					$ -
44	Exercise		Select Type				$ -		0					$ -
43			Select Type				$ -		0					$ -
44			Select Type				$ -		0					$ -
45			Select Type				$ -		0					$ -
44			Select Type				$ -		0					$ -
45			Select Type				$ -		0					$ -
							$ 276,600.00			$ 184,800.00	$ -	$ 30,600.00	$ 61,200.00	$ 276,600.00

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.

III. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/4/10

Date

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   b. If any funds other than federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

1. The applicant certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for sub-grantees, as defined at 28 CFR Part 67

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
  - **i.** The dangers of drug abuse in the workplace;
  - **ii.** The sub-grantee's policy of maintaining a drug-free workplace;
  - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
  - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - **i.** Abide by the terms of the statement; and
  - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
  - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. **NON-SUPPLANTING CERTIFICATION**

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

VII. As of October 1, 2010, all federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

11/6/10

Date

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request to the DEM for desk review or onsite monitoring visit purposes.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list or is not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).

a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:

1. The costs must be allowable under the grant program.
2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
3. The costs must be reasonable, allowable, allocable, and necessary.
4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
6. The source of the match funds must be identified in the grant application.
7. Every item must be verifiable, i.e., tracked and documented.
8. Any claimed cost share expense can only be counted once.

5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.

6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:

1. The equipment was purchased with FEMA preparedness grant funding.
2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.

b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

As applicable for grant programs, reports consist of, but are not limited to:

a. Division of Emergency Management Quarterly Financial Report
b. Quarterly Progress Summary
c. Program Narrative
d. Approved Detailed Budget
e. Quarterly Project Plan/Work Plan (*EMPG*).

f. **Compliance with HSGP Directive 1.1, Reallocation/Redirect of the Homeland Security Grant Program (HSGP). Please see attached for the complete Directive.**

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:

   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan

2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*):
   All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.
   a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission

of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
   1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations *(OMB A–110)*, at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions *(OMB A-21)*, at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments *(OMB A–87)*, at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf

7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A-122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

- Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

APPROVED AS TO FORM:

10/4/16
Date

Directive 1.1

REALLOCATION/REDIRECT
of
HOMELAND SECURITY GRANT PROGRAM (HSGP) FUNDS

BACKGROUND

The State of Nevada began receiving Weapons of Mass Destruction (WMD) grant funds, and subsequently HSGP grant funds from the federal government in FFY99. Beginning with the FFY06 funding cycle the DHS restructured its programs to require that states receiving this funding develop statewide projects that would seek development and achievement of each of 37 capabilities that are included in its Target Capability List (TCL). This resulted in a requirement to establish projects (initiatives) that would be combined within an Investment to be included in the compilation of Investments (not to exceed 15 statewide and 15 for the urban area) making up the State's Investment Justification (application) to the DHS for each federal fiscal year funding cycle.

Upon implementing the changes that began with the FFY06 grant cycle, the State Administrative Agency (SAA), in cooperation with the Urban Area Administrator (UAA), created the Homeland Security Working Group (HSWG) with multi-jurisdiction, multi-discipline representatives. In brief, the HSWG then became the body that would develop, review and provide recommendations to the Nevada Commission on Homeland Security (NCHS) as to the Investments that were created for consideration and inclusion in the Investment Justification submitted to the DHS on behalf of the State for each funding cycle. Through this process, the HSWG identified "Project Leads" that would be responsible for the development of the Investments and associated budgets as well as program oversight of the statewide Investments inclusive of implementation, budget management and financial/program reporting for each Investment respectively.

With these FFY06 changes and the necessary modifications to state-level practices being in their infancy, it was recommended to and approved by the NCHS that any cost savings within each Investment budget would remain within that budget to further build the associated capability(ies). However, beginning with the FFY08 grant cycle, it became apparent that Investments were running the risk of not completing projects and/or spending their budgeted funds within each prescribed performance period, therefore creating the potential for reversion of these funds to the federal government. Additionally, following review of each of the Investment budgets, it was determined that there were overlaps in funding between grant cycles resulting in inflated budgets. These concerns and others, in part, have resulted in the NCHS's creation of a Finance Committee that now reviews all Investments and budgets for presentation of recommendations and findings to the full NCHS. The development of and subsequent amendments to this Directive, with approval of the NCHS, is in support of the NCHS in its efforts to effectively fulfill responsibilities pertaining to the HSGP as ascribed to them pursuant to the Governor's Executive Order that was issued on November 26, 2008.

PURPOSE

The purpose of this Directive is to establish polices that will provide consistency and standardization in managing occurrences of cost savings within budgets that may be reallocated to achieve new or enhance existing capabilities, and requirements for consideration of requests to redirect funds, within an approved budget, for a different purpose (change of intent).

Additionally, this Directive is intended to provide guidance to the SAA (DEM) and its subgrantees in the requirements of identifying, reporting and addressing funds that will be subject to these provisions relative to the reallocation and/or redirect of funds within each grant funding cycle.

ASSUMPTION

As with any budget process, the development of a budget is largely based upon the anticipated needs ("best guess") of what will be necessary for meeting the costs of an organizational operation and/or completion of a project. Therefore, it is often times impossible to predict the impact of inflation, budget for unforeseen events/opportunities or anticipate cost overruns due to unknown elements (i.e., additional components necessary for equipment, additional information technology requirements, etc.). While major costs should be known and identified during the budget development process, it is understood that there are times when it is not always feasible to be fully aware of all possibilities.

The policy section that follows is intended to streamline and provide the necessary guidelines to ensure the best utilization of these limited resources while providing adequate flexibility in managing each of the projects for achievement of the maximum level of progress in establishing new, improving and enhancing existing statewide capabilities.

POLICY

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 18 months to allow for adequate time in reallocating and/or redirecting HSGP funds as necessary.

Extensions to the subgrant performance period will be approved by the NCHS only. The subgrantee must provide a written request for extension to the SAA (DEM) at least three (3) months prior to the end of the subgrantee performance period.

Reallocation of Funds (effective beginning with the FFY09 HSGP grant cycle)

Reallocation of funds can occur for two reasons which are: 1) Cost savings; and 2) A project lead has experienced a cost shortfall within a budget line item of an existing project due to unforeseen circumstances. ALL requests for reallocation of funds resulting

from cost shortfall within an existing budget **must** be submitted to the SAA (DEM) using the Project Change Request form. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us.

Reallocation of funds will be considered at two (2) levels as follows:

Level 1

1. Any available funds realized as a result of cost savings, that are not justified in writing (Project Change Request) as a need for an unforeseen cost shortfall, will automatically be reverted to the SAA (DEM) on or before the end of the subgrant performance period for pooling and subsequent presentation before the NCHS for reallocation following the end of the subgrant performance period; or
2. Any requests for reallocation within an existing approved budget that exceeds ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, must be approved by the NCHS.

Level 2

1. The SAA (DEM) will be responsible for the review of all "Project Change Requests" to ensure that the change(s) requested is compliant with federal guidance, which may also require seeking approval from the DHS. Any "Project Change Requests" exceeding the authority of number 2 within this section (Level 2) will be deferred to the NCHS for review and final approval.
2. Any requests for reallocation within an existing approved budget that does not exceed ten percent (10%) or fifty thousand dollars ($50,000), whichever is less, per budget category cumulatively, may be approved by the SAA (DEM) as long as it is due to a cost shortfall or unforeseen circumstance that, if denied, would result in the loss of progression for completion of the project in the grant period or missed training opportunity for a specialized capability (i.e., fusion centers, ILO's, TLO's, bomb squads, etc.). The SAA (DEM) reserves the right to defer any requests under this level to the NCHS.

In the event that a request for reallocation of funds is time sensitive and is subject to the provisions of Level 1, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

Redirect of Funds (effective beginning with the FFY09 HSGP grant cycle)

A redirect of funds is defined as a change of intent for use of funds from the originally approved budget by line item. It is import to remember that the approved budget has been approved by line item detail with the subgrant award issued to reflect the same. Any request for an addition and/or deletion of a line item is considered a change of intent and will be processed as a redirect of funds. Any requests to redirect funds must first be submitted to the SAA (DEM) for review of compliance with federal guidance and

subsequently be presented before, reviewed and approved by the NCHS. Please submit the request to the SAA (DEM) at dhsgrants@dps.state.nv.us. Upon completion of the review for compliance with federal guidance, the SAA (DEM) will forward all documentation to the NCHS with a letter confirming compliance, if applicable.

A request to redirect funds **must** include:

1. A written justification explaining, at a minimum*, the following:
    a) Impact of not completing the project in the originally approved budget; and
    b) Explanation as to why the subject for the redirect of funds was not addressed in the original investment or another related investment, if applicable; and
    c) Benefit to the state's overall capabilities by approving the requested redirect of funds; and
    d) Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
    e) Impact of not approving the request to redirect of funds
2. Copy of the original budget
3. Copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

In the event that a request for redirect of funds is time sensitive, the Chairman of the NCHS or his/her designee may approve the request and place an informational item on the agenda of the next scheduled meeting of the NCHS.

*The NCHS may require additional information.

Note: If the redirect of funds is approved by the NCHS, it may be necessary to de-obligate the funds from a project and reissue a subgrant for the approved amount depending upon the type of project that is being funded.

RESTRICTIONS

Reallocation and/or redirect of funds will not be approved if the request includes any of the following restrictions:

1. Non-compliance with federal guidance (as stated above)
2. Supplanting – Any request that is seeking to use funds for anything previously funded by state or local funds
3. Misappropriation of funds
4. Commingling of funds
5. Denial by the DHS
6. Inability for projects to be completed within the remaining performance period
7. Non-conformance with the goals and priorities of the NCHS.

SUMMARY

The federal requirements for managing grants often leaves much room for interpretation with respect to each state's management of individual grant programs. While this Directive is exclusive to the HSGP, subgrantees must also comply with the financial and program requirements contained within the DEM Grant Management Guidance. Because it is specific in nature and only applies to the HSGP, the content of this document has been established as a separate Directive. This Directive has been included in the DEM's Grant Management Guidance and was approved by the Nevada Commission on Homeland Security during its meeting on April 7, 2010.

Jim Gibbons
Governor

Nevada Department of Public Safety

Jearld Hafen
Director
Frank Siracusa
Chief

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 29, 2010

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency (SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. Contact the TPOC for details. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Nevada Department of
Public Safety
DIVISION OF EMERGENCY MANAGEMENT

Request to Support Training Using Homeland Security Funds

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency

Date of Request: _____

Requesting Agency and Jurisdiction: _____

Agency POC: _____ **Phone:** _____ **E-mail:** _____

Grant Number, Project Title (please specify funding source): _____

Estimated Cost: _____ **Purpose (tuition, backfill, travel, etc):** _____

Course Title: _____

Course Number: _____ (**see note below for FEMA approved course #'s) **Requested Dates:** _____

Brief Course Description: < Please limit to 3 lines >

Mission Area: ☐ PREVENT | ☐ PROTECT | ☐ RESPOND | ☐ RECOVER

Level of Training: ☐ AWARENESS | ☐ PERFORMANCE | ☐ MANAGEMENT

Proposed Location: _____ **Estimated Number of Participants:** _____

Training Provider: _____

Provider Address: _____

Provider POC: _____ **Phone:** _____

Provider Web Site (if available): _____

****If above program is a FEMA Approved Program STOP HERE; submit to County EM/USASI/Grant POC for review.**

- **FEMA APPROVED PROGRAMS (State, Fed, TEI) are listed in the catalogs found at www.firstrespondertraining.gov.**

If the requested program is NOT listed in one of these catalogs, the following information must be provided:

For Non-FEMA Approved Programs, the following information is required:

How does the requested training fall within the FEMA mission scope to prepare State and Local personnel to prevent, protect, respond to, and recover from acts of terrorism and catastrophic events?

< Please limit to 3 lines >

How does the requested training build additional capabilities that support a specific training need identified by the State, Tribal, or Urban Area, and how does the training comport with the State, Territory, or Urban Area Homeland Security Strategy? If funded with an agency-awarded grant, how does this training meet with the award criteria?

< Please limit to 3 lines >

Which specific capabilities and related tasks are addressed as articulated in the *Target Capabilities List (TCL)* and the *Universal Task List (UTL)*? List three (3) to five (5). **Tasks MUST be specific and show a direct link to the training content (click here for TCL – pdf).**

Example: *Res.B1a 4.2.2 - Coordinate operations with specialized teams (SWAT, Bomb Squad, HazMat).*

Select Area: < Enter corresponsing task from TCL >

How does this training comport with all applicable Federal, State, and Local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training?

Occupational Safety and Health Administration (OSHA) and/or National Fire Protection Agency (NFPA) – if applicable:
< Please limit to 2 lines >

Vendor Accreditations and Instructor Qualifications/Certifications:
< Please limit to 2 lines >

*** Must Submit Prior to any Contracted Services with Training Providers ***

If approval is received, submit copy of this approval form along with reimbursement request

Agencies must follow the State of Nevada or local procurement rules for contracting services from private vendor training providers.

Requests that do not provide adequate information will be returned to the requesting agency.

**** Signatures not required if emailed from respective POCs ****

County/UASI/Grant Manager Coordination – The above requested training ☐ MEETS | ☐ DOES NOT MEET the County/UASI strategy for use of Homeland Security funds.

The County/UASI/Grant POC ☐ SUPPORTS | ☐ DOES NOT SUPPORT this training request.

Comments: < Why or why not supported >

Name: _____ Signature:_____ Date: _____

Signature not required if emailed from POC. Send to NDEM POC mailto:mcandee@dps.state.nv.us or fax to 775-687-0323)

NDEM SAA Training POC: – The above requested training is:

☐ **FEMA Approved** | ☐ **Non-FEMA Approved** | ☐ **Conference, Workshop or Seminar** | ☐ **Continuing Education**

This program ☐ MEETS | ☐ DOES NOT MEET the guidelines as prescribed by the Office of Grants and Training.

This program ☐ IS | ☐ IS NOT eligible for reimbursement.

Comments: < Why or why not eligible >

Name: _____ Signature:_____ Date: _____

NDEM– The above requested training ☐ MEETS | ☐ DOES NOT MEET the State, Territory, or Urban Area's Homeland Security Strategy.

Providing that funds are available, this program ☐ IS | ☐ IS NOT eligible for reimbursement.

Training is ☐ APPROVED | ☐ DENIED.

Comments: < Why or why not approved >

Name: _____ Signature:_____ Date: _____

NDEM/OHS – For Non-FEMA Approved Programs: If three (3) or more training programs have been reimbursed with Homeland Security Funds the training is no longer eligible for reimbursement.

Agency:_____ Date Hosted/Attended:_____
Agency:_____ Date Hosted/Attended:_____
Agency:_____ Date Hosted/Attended:_____

*** Copy to: NDEM SAA Training POC, County/UASI POC, Requesting Agency POC ***

- OR –

In lieu of signing, can be accompanied by email review/approval

Nevada Exercise Program

INTRODUCTION

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improves the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, state and Federal agencies, and the private sector to identify training and exercise activities for the next subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to each participating jurisdiction and agency to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact that will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one, single exercise document that must follow a prescribed format with a specified content and process is the (AAR/IP).

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will produce an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the Improvement Plan (IP). The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP

Manuals. A web-based software program called Corrective Action Program (CAP) System is being developed by USDHS/FEMA for local, state and Federal exercise points of contacts to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA secure portal (https://odp.esportals.com). The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Herbert "Bud" Marshall, MEP
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
bmarshall@dps.state.nv.us

Investment #8

Investment Information - Investment #8

Investment Name:	Advanced CBRNE Detection and Decontamination
Investment Phase:	Ongoing
Multi-Applicant Investment:	No

I. Baseline - Investment #8

I. - Baseline - Previous HSGP Request Name and Funding

If the Investment is Ongoing, identify the corresponding: (100 char. max per Investment name)

FY 2006 Investment name: N/A

FY 2006 funding amount: $0

FY 2007 Investment name: N/A

FY 2007 funding amount: $0

FY 2008 Investment name: Advanced CBRNE Decection & Decontamination

FY 2008 funding amount: $1,376,657

FY 2009 Investment name: Advanced CBRNE Decection & Decontamination

FY 2009 funding amount: $633,346

II. Strategy - Investment #8

II.A. - Strategy - Investment Description

Provide a description of this Investment and identify all goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment (2,500 char. max)

The overall goal of the 2010 Advanced CBRNE Detection and Decontamination Investment is to continue the enhancement of Nevada's Public Safety Agencies' preparedness for CBRNE related terrorism. Improvements will continue to focus on the application of funding toward training, preparedness, prevention, deterrence and response capabilities pertaining to CBRNE incidents.

The objectives of this investment include:
- Strengthen CBRNE prevention, deterrence and response capabilities.
- Increase regional collaboration for CBRNE incident response.

Progress on both objectives will continue through applying capital funds to meet the equipment needs for Nevada's responders. This investment will further develop personal protective equipment capacity and operational response, classification and detection equipment capability for participating agencies.

The investment also seeks to mitigate the risk of terrorist use of CBRNE substances in Nevada through continuing the emphasis on regional response capacity and by the integration and collocation of prevention and response resources. This collaborative effort is accomplished in the Urban Area by expanding the capacity of the All hazard Regional Multi-agency Operations and Response (ARMOR) Task Force.

Specific enhancements from Urban Area funding include: increasing CBRNE rated personnel protective equipment for Law Enforcement agencies, further development of Law Enforcement tactical teams operational capability in CBRNE environment; improvements to CBRNE classification, detection and identification equipment capacity for multiple incident response; sustainment of existing capacity; and continued expansion of operational resources assigned to regional teams located in the Urban Area.

The investment will continue to focus on developing the capacity for teams in the Urban Area to support a large scale event; multiple location smaller events; and the ability to support CBRNE incidents in the neighboring jurisdictions with minimal response capacity while simultaneously maintaining operational capacity in the Urban Area.

This investment directly supports National Priorities, State and Urban Area Homeland Security Strategies and the priorities of the Nevada Commission on Homeland Security. Continued support for this ongoing investment is crucial to developing the capacity required to respond to potential terrorist use of CBRNE substances in Nevada.

II.B. - Strategy - National Priorities

Identify the National Priorities that are supported by this Investment.

National Priority 1: Expand Regional Collaboration
National Priority 2: Implement the NIMS and NRP
National Priority 3: Strengthen Information Sharing and Collaboration Capabilities
National Priority 4: Strengthen CBRNE Detection, Response, & Decontamination Capabilities

III. Estimated Funding & Target Capabilities - Investment #8

III.A. - Funding Program and Proposed Funding

The FY 2010 Funding Program and Proposed Funding amount identified for this Investment are as follows:

FY 2010 HSGP Funding Program: UASI
FY 2010 HSGP Proposed Funding: $1,123,729

III.B. - Target Capabilities

From the 37 Target Capabilities, select all Target Capabilities supported by this Investment.

Target Capability 1: CBRNE Detection
Target Capability 2: Counter-Terror Investigation and Law Enforcement
Target Capability 3: Critical Infrastructure Protection
Target Capability 4: WMD and Hazardous Materials Response and Decontamination

III.C. - Proposed Funding by Target Capabilities

For each of the selected Target Capabilities, provide the proposed funding amount to be obligated from this Investment.

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
CBRNE Detection	$730,000	65.0%
Counter-Terror Investigation and Law Enforcement	$195,000	17.4%
Critical Infrastructure Protection	$50,000	4.4%
WMD and Hazardous Materials Response and Decontamination	$148,729	13.2%
Total	**$1,123,729**	**100.0%**

III.D. - Proposed Funding by Solution Area

Provide the proposed funding amount to be obligated from this Investment towards Planning, Organization, Equipment, Training, and Exercises.

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning		
Organization		
Equipment	$1,123,729	100.0%
Training		
Exercises		
Total	**$1,123,729**	**100.0%**

III.E. - Law Enforcement Terrorism Prevention Activities Funding (LETPA)

If applicable, provide the proposed funding amount that is expected to be obligated towards law enforcement terrorism prevention activities (LETPA).

LETPA Funding Amount: $975,000

III.F. - Optional Cost Share

If desired, provide the optional cost share source and funding amount for this Investment. Ensure that the cost share amount entered on the SF-424 and SF 424 A forms equals the total cost share amount for all Investments submitted as part of the IJ. (1,500 char. max)

IV. Project Management - Investment #8

IV. - Project Management

Identify up to ten milestones, with start and end dates, that will be achieved within the three-year FY 2010 HSGP period of performance. Depending on the timing of award allocations, the FY 2010 period of performance is estimated to occur from approximately September 2010 - September 2013.

Milestone #	Milestone Name	Start Date	End Date
1	Acquire approvals needed to obligate funds.	10/01/2010	02/01/2011
2	Develop documents, initiate procurement	02/01/2011	01/01/2012
3	Receive and inventory equipment.	01/01/2012	06/01/2012
4	Conduct equipment training.	04/01/2012	10/01/2012
5	Deploy Equipment	07/01/2012	06/01/2013
6	Review deployment plans, adjust as required, final accounting procedures	03/01/2012	09/30/2012

(End of Investment #8.)

Investment #3

Investment Information - Investment #3

Investment Name:	Advanced IED/WMD Defeat for Nevada Bomb Squads
Investment Phase:	Ongoing
Multi-Applicant Investment:	No

I. Baseline - Investment #3

I. - Baseline - Previous HSGP Request Name and Funding

If the Investment is Ongoing, identify the corresponding: (100 char. max per investment name)

FY 2006 Investment name: Advanced IED/WMD Defeat for Nevada Bomb Squads

FY 2006 funding amount: $156,354

FY 2007 Investment name: Advanced IED/WMD Defeat for Nevada Bomb Squads

FY 2007 funding amount: $435,050

FY 2008 Investment name: Advanced IED/WMD Defeat for Nevada Bomb Squads

FY 2008 funding amount: $1,792,588

FY 2009 Investment name: Advanced IED/WMD Defeat for Nevada Bomb Squads

FY 2009 funding amount: $291,595

II. Strategy - Investment #3

II.A. - Strategy - Investment Description

Provide a description of this investment and identify all goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment (2,500 char. max)

This is an ongoing investment into the Las Vegas Fire & Rescue Bomb Squad (LVFRBS). This Investment provides for much needed equipment and training to enhance and increase the capabilities of the 13 bomb technicians who serve not only the citizens of Las Vegas and Clark County but also Lincoln and Nye Counties in Nevada, San Bernadino County in California and Mojave County in Arizona.

This Investment directly supports the Nevada Commission of Homeland Security (NCHS) Goal #6 – Public Safety. It also directly supports the NCHS Priorities for Intelligence/Information Sharing & Dissemination, Critical Infrastructure Protection and Explosive Device Response Operations. In the Las Vegas Urban Area (LVUA) this Investment serves to directly support LVUA Goal #2 – Promote Regional Collaboration and LVUA Goal #7 – Ensure Public Health & Safety of Residents, Visitors & First Responders.

NCHS Goal #6 and LVUA Goal #7 – This Investment will help to continue the integration of numerous Target Capabilities with our Response Plans. It will further enhance the integration of bomb squad responses into other specialty response operations such as SWAT and HazMat. It allows for the research, design and acquisition of remote interrogation, manipulation and render safe procedures sufficient to deal with the constantly changing, emerging threats that we face. It continues our efforts to comply with Homeland Security Presidential Directive 19 and maintain compliance with FBI accreditation standards for U.S. Bomb Squads.

LVUA Goal #2 – This Investment continues to enhance the capabilities of the LVFRBS in its integration into ARMOR (All-hazards

Regional Multi-agency Operations & Response). ARMOR is a Task Force comprised of various Law Enforcement and Fire/EMS disciplines supported by the Las Vegas Metropolitan Police Department, Clark County and the Cities of Las Vegas, North Las Vegas and Henderson

II.B. - Strategy - National Priorities

Identify the National Priorities that are supported by this Investment.

National Priority 1: Expand Regional Collaboration
National Priority 2: Implement the NIMS and NRP
National Priority 3: Strengthen Information Sharing and Collaboration Capabilities
National Priority 4: Strengthen CBRNE Detection, Response, & Decontamination Capabilities

III. Estimated Funding & Target Capabilities - Investment #3

III.A. - Funding Program and Proposed Funding

The FY 2010 Funding Program and Proposed Funding amount identified for this Investment are as follows:

FY 2010 HSGP Funding Program: UASI
FY 2010 HSGP Proposed Funding: $269,000

III.B. - Target Capabilities

From the 37 Target Capabilities, select all Target Capabilities supported by this Investment.

Target Capability 1: CBRNE Detection
Target Capability 2: Counter-Terror Investigation and Law Enforcement
Target Capability 3: Critical Infrastructure Protection
Target Capability 4: Explosive Device Response Operations
Target Capability 5: Intelligence and Information Sharing and Dissemination
Target Capability 6: WMD and Hazardous Materials Response and Decontamination

III.C. - Proposed Funding by Target Capabilities

For each of the selected Target Capabilities, provide the proposed funding amount to be obligated from this Investment.

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
CBRNE Detection	$21,520	8.0%
Counter-Terror Investigation and Law Enforcement	$21,520	8.0%
Critical Infrastructure Protection	$21,520	8.0%
Explosive Device Response Operations	$161,400	60.0%
Intelligence and Information Sharing and Dissemination	$21,520	8.0%
WMD and Hazardous Materials Response and Decontamination	$21,520	8.0%
Total	**$269,000**	**100.0%**

III.D. - Proposed Funding by Solution Area

Provide the proposed funding amount to be obligated from this Investment towards Planning, Organization, Equipment, Training, and Exercises.

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$10,000	3.7%
Organization		
Equipment	$244,000	90.7%
Training	$15,000	5.6%
Exercises		
Total	**$269,000**	**100.0%**

III.E. - Law Enforcement Terrorism Prevention Activities Funding (LETPA)

If applicable, provide the proposed funding amount that is expected to be obligated towards law enforcement terrorism prevention activities (LETPA).

LETPA Funding Amount: $269,000

III.F. - Optional Cost Share

If desired, provide the optional cost share source and funding amount for this Investment. Ensure that the cost share amount entered on the SF-424 and SF 424 A forms equals the total cost share amount for all Investments submitted as part of the IJ. (1,500 char. max)

IV. Project Management - Investment #3

IV. - Project Management

Identify up to ten milestones, with start and end dates, that will be achieved within the three-year FY 2010 HSGP period of performance. Depending on the timing of award allocations, the FY 2010 period of performance is estimated to occur from approximately September 2010 - September 2013.

Milestone #	Milestone Name	Start Date	End Date
1	State Award Announcement	03/19/2010	09/30/2010
2	Funds Allocated to Clark County/City of Las Vegas	09/30/2010	03/30/2011
3	Quotes Obtained for Equipment Purchases	03/30/2011	09/30/2011
4	Submit Purchase Orders	03/30/2011	09/30/2012
5	Equipment Received	03/30/2011	09/30/2012
6	Training on New Equipment and Enhancement of Skills	03/30/2011	09/30/2012

(End of Investment #3.)

Investment #5

Investment Information - Investment #5

Investment Name:	Preventive Radiological/ Nuclear Detection
Investment Phase:	Ongoing
Multi-Applicant Investment:	No

I. Baseline - Investment #5

I. - Baseline - Previous HSGP Request Name and Funding

If the Investment is Ongoing, identify the corresponding: (100 char. max per Investment name)

FY 2006 Investment name:

FY 2006 funding amount:

FY 2007 Investment name:

FY 2007 funding amount:

FY 2008 Investment name: Radiological/Nuclear Prevention & Detection

FY 2008 funding amount: $626,000

FY 2009 Investment name: Radiological/Nuclear Prevention & Detection

FY 2009 funding amount: $919,000

II. Strategy - Investment #5

II.A. - Strategy - Investment Description

Provide a description of this Investment and identify all goals and objectives in your State and/or Urban Area Homeland Security Strategy supported by this Investment (2,500 char. max)

The purpose of this continuing Investment is to improve Nevada's ability to detect and interdict illicit radiological and nuclear materials. Over the past several years Nevada has developed a partnership of agencies to implement a detection architecture consistent with and the Department of Homeland Security, Domestic Nuclear Detection Office recommendations for interior states. The focus has been and continues to be protection of the Urban Area by increasing detection ability at special events and in response to intelligence reports. This phase of the Investment will expand the capability to strategic areas identified as pathways for transportation of illicit radiological and nuclear materials. The Investment seeks to improve response to Nevada risk scenarios for Improvised Nuclear Device, Radiological Dispersal Device, and Transportation of Hazardous Materials. The Homeland Security Strategy goal of improving public safety is addressed through the Commission on Homeland Security's priority of improving Radiological and Nuclear Detection.

This investment is primarily going to purchase specialized equipment for rapid detection and identification of radiological and nuclear materials, also included is an effort to develop a plan for rapid dosimetry of first responders and emergency medical staff, in a cost effective manner. Finally a small amount of funding is requested to provide for training expenses for helicopter pilots to learn to fly aerial radiological detection missions.

II.B. - Strategy - National Priorities

Identify the National Priorities that are supported by this Investment.

National Priority 1: Strengthen CBRNE Detection, Response, & Decontamination Capabilities

III. Estimated Funding & Target Capabilities - Investment #5

III.A. - Funding Program and Proposed Funding

The FY 2010 Funding Program and Proposed Funding amount identified for this Investment are as follows:

FY 2010 HSGP Funding Program: UASI
FY 2010 HSGP Proposed Funding: $325,100

III.B. - Target Capabilities

From the 37 Target Capabilities, select all Target Capabilities supported by this Investment.

Target Capability 1: CBRNE Detection
Target Capability 2: Responder Safety and Health
Target Capability 3: WMD and Hazardous Materials Response and Decontamination

III.C. - Proposed Funding by Target Capabilities

For each of the selected Target Capabilities, provide the proposed funding amount to be obligated from this Investment.

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
CBRNE Detection	$192,800	59.3%
Responder Safety and Health	$40,500	12.5%
WMD and Hazardous Materials Response and Decontamination	$91,800	28.2%
Total	**$325,100**	**100.0%**

III.D. - Proposed Funding by Solution Area

Provide the proposed funding amount to be obligated from this Investment towards Planning, Organization, Equipment, Training, and Exercises.

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$15,000	4.6%
Organization		
Equipment	$302,100	92.9%
Training	$8,000	2.5%
Exercises		
Total	**$325,100**	**100.0%**

III.E. - Law Enforcement Terrorism Prevention Activities Funding (LETPA)

If applicable, provide the proposed funding amount that is expected to be obligated towards law enforcement terrorism prevention activities (LETPA).

LETPA Funding Amount:

III.F. - Optional Cost Share

If desired, provide the optional cost share source and funding amount for this Investment. Ensure that the cost share amount entered on the SF-424 and SF 424 A forms equals the total cost share amount for all Investments submitted as part of the IJ. (1,500 char. max)

IV. Project Management - Investment #5

IV. - Project Management

Identify up to ten milestones, with start and end dates, that will be achieved within the three-year FY 2010 HSGP period of performance. Depending on the timing of award allocations, the FY 2010 period of performance is estimated to occur from approximately September 2010 - September 2013.

Milestone #	Milestone Name	Start Date	End Date
1	Secure spending authority	10/30/2010	01/31/2011
2	Purchase Equipment	02/15/2011	06/30/2011
3	Hire Planner for Dosimetry Plan	07/15/2011	10/15/2011
4	Institute quarterly training program for aerial platform and train pilots	07/15/2011	09/30/2013
5	Distribute equipment and train operators	07/15/2011	11/30/2011
6	Complete Dosimetry Plan	10/15/2011	10/15/2012

(End of Investment #5.)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of an Interlocal Agreement between the City of Las Vegas and the Clark County School District for improvements at Rose Warren Elementary School located at 6451 Brandywine Way ($300,000 – Parks Fund) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $300,000
Funding Source: Parks Fund
Dept./Division: Field Operations/Real Estate

PURPOSE/BACKGROUND:
The School District is the owner of the property. The City desires to construct certain improvements on such property as outlined within the terms of the Agreement. On July 7, 2010 City Council approved the allocation of funds for these improvements. The District will be responsible for all future maintenance and repair of the improvements.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS
AND THE
CLARK COUNTY SCHOOL DISTRICT
FOR IMPROVEMENTS AT
ROSE WARREN ELEMENTARY SCHOOL

This Interlocal Agreement for Rose Warren Elementary School Improvements (hereinafter referred to as "Agreement") is made and entered into this ___ day of _____, 2010, by and between the City of Las Vegas, a municipal corporation with the State of Nevada (hereinafter referred to as "City") and Clark County School District, also a political subdivision of the State of Nevada (hereinafter referred to as "District"). The City and District are individually referred to as "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is the owner of the real property located at 6451 Brandywine Way, Las Vegas, Nevada, 89107, APN# 138-35-301-001, more commonly known at Rose Warren Elementary School (hereinafter referred to as "School"), as depicted on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform and authorizes any two or more governmental entities of the State of Nevada to enter into interlocal agreements for joint use parks and playgrounds for their mutual benefit, and

WHEREAS, the City desires to construct certain improvements (hereinafter referred to as "Improvements") on School property; and

WHEREAS, the location of said Improvements shall be located on a portion of APN# 138-35-301-001 as depicted in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, this Agreement is made for the purpose of setting forth the respective obligations of the Parties hereto in connection with the Improvements and the Parties have agreed to enter into this Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PURPOSE

The Purpose of this Agreement sets forth the conditions whereby City and its employees, authorized agents, and contractors may enter upon School to install Improvements.

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RESPONSIBILITIES

The City, at its sole expense, agrees to the following:

- Demolish the existing chain link backstop, which has fallen into disrepair, and install a new chain link backstop, dugouts, practice area, and perimeter fencing consistent with the City and District's design standards.
- Remove and replace the existing sixteen (16) diseased trees with 24-inch box trees. Replacement trees will be of the same similar tree specie.
- Install a six-foot wide concrete walking path around the perimeter of the School to connect School amenities such as the exercise equipment, benches, and sheltered picnic tables.
- Install nine (9) pathway lights along the walking path.
- Install six (6) stationary exercise stations along the walking path.
- Install six (6) new concrete picnic tables.
- Install and provide a salvaged twenty-five (25) square-foot fabric sunshade that matches the existing blue sunshades.
- Design and construct, by City and/or outside forces, all work performed on Improvements. Prior to commencement, District Facilities Division will approve the design and construction.
- Upon completion of said entry leave School in as neat and presentable condition as existed prior to entry, with all fences, structures, and other property intact.
- No property of the District will be accessed or disturbed without prior District approval.
- At its sole expense, replace and/or repair any damage caused to School.

Upon written notification from the City to District that the Improvements are complete, the District shall notify the City within thirty (30) business days of receipt of the written notice of completion from the City if Improvements are unacceptable to the District. In the event the District fails to do so within said thirty (30) business day period, the District shall be deemed to have approved the Improvements. If the District reasonably objects to any portion of the Improvements within a thirty (30) business day period, then the City shall have forty five (45) business days to cure such defects after receipt of the District's written objection. If City fails to cure such defects within said forty-five (45) business day period, the City shall at its sole expense and nevertheless commence such cure work within said forty five (45) business day period and diligently prosecute same to completion. Once the City has completed all Improvements and the District approves said Improvements, title to the Improvements shall transfer to the District.

District grants City the right to enter School per the terms of this Agreement. Any damage to School resulting from City's construction of the Improvements shall be repaired at City's expense. Once the Improvements are approved and accepted in writing by the District, City will have no obligation to maintain the Improvements. The District acknowledges that it will be responsible for any and all future maintenance and repair of Improvements.

DURATION AND TERMINATION

Each Party shall have the right to terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any term of this Agreement, which the other Party has failed to cure within thirty (30) calendar days after the breaching Party's receipt of written notice of such breach. This Agreement may also be terminated by mutual written agreement between the Parties.

GENERAL LIABILITY

Each party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

Indemnity. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this MOU. Each party agrees to protect, defend, indemnify, save and hold harmless the other party's governing board, its agents, officers, and employees harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this agreement whether those actions were performed by its agents, officers, employees, participants, attendees, and/or invitees.

NOTICES

Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To District:
Clark County School District
Real Property Management
Attn: Director
4190 McLeod Drive, 2nd Floor
Las Vegas, Nevada 89121
(702) 799-5214 Office
(702) 799-5236 Fax

With a Copy To:
Rose Warren Elementary School
Attn: Principal
Attn: Facility Services Representative
6451 Brandywine Way
Las Vegas, NV
(702) 799-4233 Office

To City:
City of Las Vegas
Real Estate & Utilities
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101
Attn: Real Estate Superintendent
(702) 229-1022 phone
(702) 464-2522 fax

MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire agreement between the Parties with respect to the Improvements, and supersedes all prior and contemporaneous oral and written agreements and discussions related to construction of the Improvements.

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.

Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

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.

GENERAL CONDITIONS

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

Pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

CITY OF LAS VEGAS

By: _____ _____
Oscar B. Goodman, Mayor Date

ATTEST:

By _____ _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM & CONTENT:

By _____ _____
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT

By: _____ 6-21-10
Jeff Weiler, Chief Financial Officer Date

APPROVED AS TO FORM & CONTENT:

_____ 8/10/10
C.W. Hoffman, Jr. Date
General Counsel

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date set forth above.

CITY OF LAS VEGAS

By: _____ _____
Oscar B. Goodman, Mayor Date

ATTEST:

By: _____ _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM & CONTENT:

By: John S. Ridilla _____ 8/5/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CLARK COUNTY SCHOOL DISTRICT

By: _____ _____
Jeff Weiler, Chief Financial Officer Date

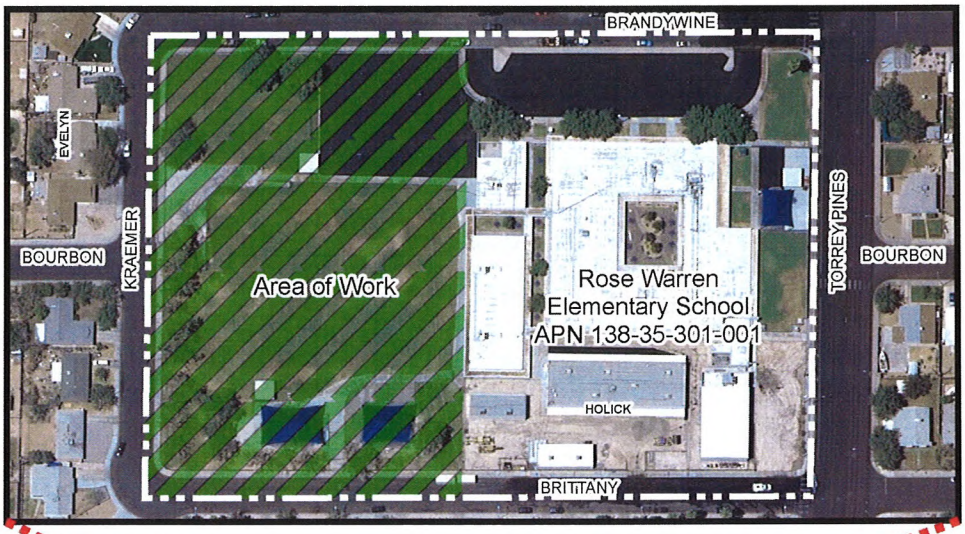
ATTEST:

By: _____ _____
Date

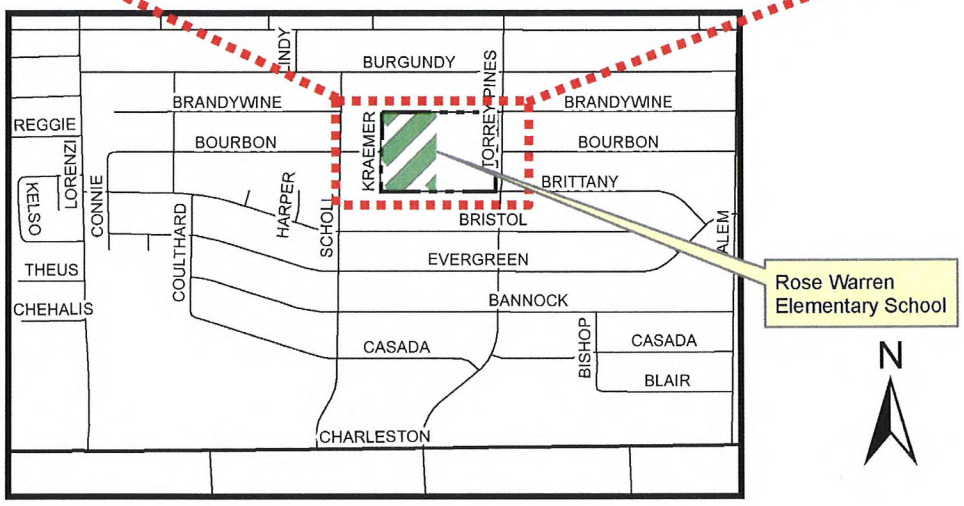
APPROVED AS TO FORM & CONTENT:

_____ _____
C.W. Hoffman, Jr. Date
General Counsel

Exhibit A



Site Map



Location Map

INTERLOCAL AGREEMENT
BETWEEN CITY OF LAS VEGAS
AND THE CLARK COUNTY SCHOOL DISTRICT
AT ROSE WARREN ELEMENTARY SCHOOL

EXHIBIT "B"

Improvement Plan

2. Ballfield Chain Link Fencing
7. Replace Trees
9. Walking Path
10. Walking Path Lights
11. Exercise Equipment
12. Tables, Benches, Trash Receptacles
13. Reuse Shade Shelter

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 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: $57,959,733.42
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 09/16/10-09/30/10

City of Las Vegas

Summary of Cash Expenditures

For period of 09/16/10-09/30/10

Total Services & Materials Checks :	**$20,108,992.86**
Total Services & Materials EFT Payments :	**$12,536,313.05**
Total Wire Transfers:	**$18,852,071.10**
Total Payroll Checks:	**$6,462,356.41**
Grand Total:	**$57,959,733.42**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On October 20, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Dahuru Corp, Location: Dahuru Motorcycle Club, 624 H Street, Date: October 29, 2010, Type: Special Event Beer/Wine, Event: Dahuru Motorcycle Club Annual Party, Responsible Person in Charge: Billy Wilson - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 8:00 p.m. - 3:00 a.m. Estimated attendance is 100. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Colossal Canine Care, Location: Police Memorial Park, 3250 Metro Academy Way, Date: October 23, 2010, Type: Special Event Beer/Wine, Event: Oktober-Fur, Responsible Person in Charge: Collin J. Jotz - Ward 4 (Anthony)

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 10:00 a.m. - 4:00 p.m. Estimated attendance is 100 - 200.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for St. Francis de Sales Roman Catholic Church, Location: 1111 North Michael Way, Date: October 24, 2010, Type: Special Event General, Event: Fundraiser, Responsible Person in Charge: James Marek - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 9:00 a.m. – 9:00 p.m. Estimated attendance is 2000.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of an extension of a Temporary Restaurant Service Bar License for a Change of Ownership, From: Jazzed Cafe & Vinoteca LLC, To: Lucio Ristorante LLC, dba Lucio Ristorante, 8615 West Sahara Avenue, Lucio Picozzi, Mgr, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Restaurant Service Bar 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. Live entertainment limited to jazz musicians on Friday nights from 8:00 p.m. to 11:30 p.m.

2. Any changes to live entertainment schedule must be pre-approved by the Business Services Division Manager or Supervisor.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a new Beer/Wine/Cooler Off-sale License, Ginn Enterprises Inc., dba Pat's Chinese Food & Mini Mart, 1451 West Owens Avenue, Wai Chun Candie Ginn, Pres, Vincent Chun Kwok Ginn, Secy, Pat Vincent Ginn, Treas, and Josalene Wing Kim Ginn, Dir - Ward 5 (Barlow)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. All beer and wine coolers shall remain in their original manufacturer's configuration of four or six-packs.
2. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of an extension of a Temporary Restricted Gaming License, 7-Eleven of Nevada, Inc., dba 7-Eleven Food Store #1607-32113B, 1601 West Oakey Boulevard, Ritu Chopra, Pres, Secy, Treas, Dir, Franchise 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 Restricted Gaming License for 5 slots.

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.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a new Restricted Gaming License, RP Slots, LLC, db at Wellcare Pharmacy Decatur, 542 South Decatur Boulevard, Roger Szepelak, Mgr and Paul Halverson, Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Slot Route Operator for a Restricted Gaming for 10 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a new Restricted Gaming License, RP Slots, LLC, db at Decatur Drug Restaurant, 544 South Decatur Boulevard, Roger Szepelak, Mgr and Paul Halverson, Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Slot Route Operator for a Restricted Gaming for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ABEYANCE ITEM - Approval of a new Slot Route Operator for a Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, RP Slots, LLC, db at Decatur Liquor, 546 South Decatur Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Slot Route Operator for a Restricted Gaming for 15 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a new Restricted Gaming License, RP Slots, LLC, db at Decatur Liquor, 546 South Decatur Boulevard, Roger Szepelak, Mgr and Paul Halverson, Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Slot Route Operator for a Restricted Gaming for 15 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a new Auction License, Premiere Auctions, dba Premiere Auctions, 3111 South Valley View Boulevard, Suite B-214, Susan Russell, Pres, Secy, Treas, Dir, 100% - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Auction License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Massage Pro Summerlin, LLC, dba Massage Pro Summerlin, 7455 West Washington Avenue, Suite 210, Christina Taylor, Mgr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary 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.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, Richard Sturman, dba AAA Coin & Jewelry, 114 North 3rd Street, Richard Sturman, Owner, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class II Secondhand Dealer 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.Limited to buying and selling of used jewelry, metals, coins, precious stones, and collectibles.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Anthony J. Rila, Jr., dba Gold & Silver Jewelry Supply, 1300 East Sahara Avenue, Anthony Rila Jr., Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer 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. Limited to buying and selling of used gold and silver and precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a Change of Business Name and Change of Location for a Pawnbroker License and a Class II Secondhand Dealer License, Cash America Inc. of Nevada, From: Stoney's Pawn Shop, 126 South 1st Street, To: Super Pawn, 307 South Decatur Boulevard, Dennis Weese, Pres, John Linscott, Exec VP, Austin Nettle, VP, Treas, Thomas Bessant Jr., Exec VP, CFO, and David Clay, VP - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name and Change of Location for a Pawnbroker License and a Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. The hours of operation shall be Monday through Saturday, 9am-7pm and Sunday noon to 5pm.
2. There shall be no firearm sales.
3. There shall be no check cashing or payday loan services provided on-site.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of a new Hypnotherapy License, Elijah Love, dba Las Vegas Hypnosis, 2921 North Tenaya Way, Suite 234, Elijah D. Love, Owner, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Hypnotherapy License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ABEYANCE ITEM - Approval of award of Contract No. 100234-TF, Detention Center Privatization Study - Office of Administrative Services - Award recommended to: MGT OF AMERICA, INC. ($106,289 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $106,289
Funding Source: General Fund
Dept./Division: Office of Administrative Services

PURPOSE/BACKGROUND:
This contract provides an analysis of the feasibility and advisability of privatizing some or all functions associated with the City of Las Vegas Detention Center. MGT of America was selected through a competitive Request for Proposals process.

PCC: P. Hoffman
POC: Karl Becker - (217) 414-9895

RECOMMENDATION:
That City Council approve award of Contract No. 100234-TF, Detention Center Privatization Study to MGT of America, Inc. in the amount of $106,289. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 100234-TF
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR CONSULTANT SERVICES FOR THE DETENTION CENTER PRIVATIZATION STUDY

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and MGT OF AMERICA, INC. (hereinafter the "Company") a corporation having its principal office located at 502 East 11th Street, Suite 300, Austin, Texas 78701.

SECTION A – Contract Form

The subject matter of this Contract is the study of the advisability and feasibility of the privatization of some or all functions associated with the City of Las Vegas Detention Center.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Company.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The total Contract amount shall not exceed $106,289.

(b) Professional Services. The Company will invoice the City monthly for services completed the previous month. Total professional services charged shall not exceed $92,800.00. Labor hours shall be charged at the following rates:

Karl Becker	$245 per hour
Ken McGinnis	$245 per hour
Suzanne Bradford	$185 per hour
Tom Roth	$185 per hour
Loy Hays	$125 per hour
Glenn Like	$135 per hour

(c) Reimbursable Travel Expenses. If travel is required in the performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $180.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures. Travel expenses shall not exceed $12,560.

(d) Miscellaneous Reimbursable Expenses. The City may reimburse up to a total of $929 in miscellaneous expenses. These expenses may include shipping costs, reproduction and graphics costs. Invoices for Miscellaneous Reimbursable Expenses shall be accompanied by a copy of the receipts for those expenses.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered;
(iv) the associated purchase order number;
(v) receipts for Reimbursable Expenses/Travel Expenses; and

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company shall forward a copy of the invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, on January 5, 2011.

SECTION C – Statement of Work

C-1 Scope of Services

Task 1.0: Initiate Operational Assessment with City of Las Vegas Staff

Objectives:

- Obtain a detailed understanding of the administration and operation of the Las Vegas Detention Center.
- Develop an understanding of issues, policies, or plans that may affect operational cost and efficiency.
- Establish a mutually agreed upon detailed project work plan, timelines, deliverables, and monitoring procedures that will result in a successful study.

Work Activities:

1.1 Meet with the Project Manager to establish working relationships, determine communication lines, finalize contractual arrangements, and make logistical arrangements for the study.

1.2 Review the work plan and timelines with the Project Manager, including
- On-site visits and interviews;
- Milestones and deliverables; and
- Monitoring procedures.

1.3 Revise the work plan as needed to meet project objectives.

1.4 Schedule project updates.

Task 2.0: Collect and Assess Required Data

Objectives:
- Collect and review any existing studies, audits, reports and databases relevant to the operation of the Detention Center.
- Develop data collection template for assessment and review.
- Review and organize data in support of assessment activities.

Work Activities:

2.1 Collect any information, reports, and background materials relevant to the project. Determine the availability of the following data:
- recent audits, auditor's management letters and internal audit management reports;
- previous and current management and staffing studies;
- current and prior year budget and detailed expenditure data;
- operational performance reports;
- service contracts and contract monitoring documentation;
- current staffing levels and authorized positions;
- policies and procedures;
- facility activity schedules;
- average daily population and capacity numbers for the last twelve months;
- current master roster;
- daily rosters for all shifts for a one-month period;
- daily staffing recapitulations for the last month;
- staffing cost data, including regular salaries by program and function, overtime, and other associated expenses;
- current deployment methodology and staff allocation including work schedules rotation plans, relief factors calculations and leave data;
- detailed descriptions of the facility's physical plant, including layouts and any schematics including all correctional facilities;
- policies, procedures, SOP manuals, general orders rules and regulations and union agreements that are applicable to all facility operations and might be relevant to the study; and
- transportation logs, including location, length of trip, and number of escorting officers.

2.2 Develop data collection forms and reporting format for operational assessment.

2.3 Review and organize collected data to support assessment activities.

Task 3.0: Review Operational Policies and Procedures

Objectives:
- Assess impact of management policies and practices upon operational and staffing requirements.
- Identify factors external to the facility that impact operational and staffing requirements.
- Review operational management reporting capabilities.

Work Activities:

3.1 Interview system command staff to identify current operational issues and staff management practices.

3.2 Review roster management, security, and other operational policies, forms, or procedures used in managing facility operations.

3.3 Assess policy development, review, and management control systems.

3.4 Assess content and form of facility management policies and practices relative to generally accepted correctional management standards and "best practice".

3.5 Assess operational practice issues related to compliance with state guidelines, applicable constitutional standards, accreditation requirements, as well as facility policies and procedures.
3.6 Review administrative structure, span of control, and lines of management direction and communication.
3.7 Identify strengths and weaknesses of current Detention Center policies and management systems.

Task 4.0: Conduct Staffing Analysis

Objectives:
- Develop an understanding of facility staff deployment.
- Capture critical workload and policy issues driving staff deployment patterns.
- Perform preliminary analyses of workload and staffing information.

Work Activities:
4.1 Review current staffing information and human resource allocation methods for each unit and shift included in the staffing study.
4.2 Identify all operational and support units for which a staffing analysis will be conducted and gain an understanding of their primary purpose and main functions.
4.3 Capture standard and typical information that would serve as the basis for the staffing analysis and matrix, including:
- number of authorized positions;
- number of filled positions;
- number of officers and sworn staff and positions held;
- number of civilian staff and positions held;
- number of supervisory staff and positions held; and
- deployment and key personnel allocation strategies.

4.4 Review each staffing post or job assignment on each shift in relation to the function served, workload, coverage requirements, and operational/program need.
4.5 Assess current and alternative shift structures, specifically examining the resource requirements and operational impacts associated with each alternative.
4.6 Assess staffing needs by shift, function, program, and organizational unit, taking into account daily activity schedules, break times and relief requirements, potential efficiencies achieved through the use of technology, and requirements for use of sworn vs. civilian staffing.
4.7 Identify strengths/weaknesses of current Detention Center staff deployment and management systems.

Task 5.0: Review Staff Training Program

Objectives:
- Analyze and evaluate the effectiveness and cost of staff training programs.
- Assess the methods and content of staff training.

Work Activities:
5.1 Review current staff training requirements, curriculum and scheduling.
5.2 Assess impact on facility staffing requirements.
5.3 Review training costs.
5.4 Identify issues with staff training, and to the extent indicated, review alternative systems for delivery of staff training.

Task 6.0: Conduct Operational Review

Objectives:
- Assess Detention Center operational performance.
- Determine cost-effectiveness of current operations.
- Identify opportunities for performance improvement.

Work Activities:
6.1 Conduct assessment of operational practices, including facility security, programs, and support services.
6.2 Review facility performance data, identifying strengths and weaknesses, as well as opportunities for improvement.
6.3 Assess factors driving operational costs and spending patterns.
6.4 Identify policies and practices needed to effectively maintain the facility physical plant.
6.5 Identify opportunities for potential cost-savings, and/or identify areas that may be underfunded.

6.6 Develop recommendations for changes in administrative policies, operational practices, and staff deployment to improve operational performance and achieve more cost-effective use of available resources.

Task 7.0: Review Contract Management Systems

Objectives:
- Assess adequacy of current service contract management.
- Identify opportunities for cost savings and improved contract management.

Work Activities:
7.1 Conduct detailed analyses of purchasing policies and procedures, contracting patterns, purchasing levels and types of purchases requiring administrative approval, vendor lists, award of contracts, shared or cooperative purchasing arrangements, bidding processes, and use of technology to support the purchasing function.
7.2 Assess whether there are goods or services that can be obtained from the private sector at a lower cost, higher quality, or both.
7.3 Review contract monitoring systems to assess the adequacy of provisions to assure vendor accountability.
7.4 Review the cost-effectiveness of current contracts.
7.5 Develop recommendations to contract support of Center operations.
7.6 Review inventory management and controls, identifying practices that fail to adequately control inventory or fail to maintain appropriate inventory levels in a cost-effective manner.

Task 8.0: Conduct Benchmark Review

Objectives:
- Identify peer agencies for comparative research and analysis (i.e., benchmarking).
- Determine preliminary areas to be covered by benchmarking research and analysis.
- Gather information from peer agencies.
- Conduct analysis of peer data.

Work Activities:
8.1 Develop a preliminary list of peer facilities. Among the factors to be considered will be:
  - Comparable community size and demographics;
  - Comparable agency size and complexity of operations; and
  - Comparable budget of department.

8.2 Identify key operational, administrative and cost areas where peer comparisons are appropriate, including but not limited to staffing levels, per capita operational costs, health services, dietary services, use of badge staff vs. civilians, management span of control, overtime control, personnel management ratio and other appropriate comparative data.
8.3 Determine whether data exists to ensure that peer comparisons for identified functions are possible.
8.4 Where data do not exist, request that data be collected for the purpose of developing a database for staffing analysis and peer comparisons.
8.5 Obtain high level assistance regarding signatures for written requests for information from peer agencies.
8.6 Develop a list of questions that will generate meaningful comparative information.
8.7 Submit comparative peer agency questions to the Project Manager for review.
8.8 Make appropriate modifications to the set of questions designed to capture comparative peer agency information.
8.9 Conduct survey with peer agencies.
8.10 Compile data received from peer agency surveys.
8.11 Verify completeness, validity and reliability of data.
8.12 Analyze data, comparing survey results with comparable Las Vegas data.
8.13 Develop findings based on peer review analysis, focusing upon the areas of significant variance between Las Vegas and peer jurisdictions.

Task 9.0: Assess Current Detention Center Physical Plant

Objectives:
- Assess current condition of Detention Center physical plant.
- Identify deficiencies or needs associated with current facilities.

Work Activities:

9.1 Develop protocol for physical plant inspection of facilities. The protocol will address the following:
- age, condition, and adequacy of major facility or building systems,
- significant public health, life, and safety issues,
- physical security systems,
- ongoing repair and maintenance needs,
- long-term renovation/rehabilitation work required to assure continued use,
- suitability for efficient operation,
- access to communications and information technology, and
- adequacy of utility infrastructure systems.

9.2 Conduct on-site physical plant evaluation.

9.3 Review data and finalize a needs assessment and inventory for current facilities.

Task 10.0: Develop a Cost Benefit Analysis of Potential Privatization of the Detention Center

Objectives:
- Compare the costs and benefits of government management of the detention system with potential privatization of the facility.
- Examine the short and long-term cost and operational impacts.

Work Activities:

10.1 Establish projected baseline costs for current Detention Center operations.

10.2 Identify additional costs that may be incurred by the City attributable to privatization.

10.3 Identify operating costs that may be avoided by privatization of the Detention Center.

10.4 Identify support and administrative cost impacts to the City of privatization.

10.5 Identify operational impacts that may be associated with privatization.

10.6 Develop a matrix that presents annual costs and benefits for each alternative for a ten-year period.

10.7 Establish a discount rate for use in the analysis to obtain the present value of projected out-year costs and benefits.

10.8 Conduct a comparative analysis of each alternative that assesses overall costs/benefits as well as the specific factors that have the greatest impact upon each alternative's costs/benefits.

Task 11.0: Prepare Draft and Final Reports

Objective:
- Using the analysis produced from all of the previous tasks, identify measures to improve the effectiveness and cost-efficiency of the Detention Center.

Work Activities:

11.1 Combine the analysis and findings of the study team into a single report on Detention Center operations. The report will highlight current Detention Center operational needs, as well as strengths.

11.2 Based on the consolidated findings, develop recommendations that address operational needs. Develop estimates of costs and/or savings from the implementation of the recommendations.

11.3 Prepare a comprehensive draft report. The report will include, but not be limited to:
- methodology used;
- explanation of documented findings;
- results of analysis, including narrative and quantitative information; and
- operational savings/costs resulting from recommendations.

11.4 Submit a draft report for review. Meet with the Project Manager to review draft report and verify the accuracy of the findings.

11.5 Based on the written comments on the draft reports, make appropriate revisions and prepare a final report.

11.6 Present final reports, as arranged by the Project Manager.

Deliverables:
- Draft report
- Final report
- Oral presentation

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
MGT of America, Inc.
Mr. Bob Lauder, Senior Partner
502 East 11th Street, Suite 300
Austin, Texas 78701
Fax: (512) 476-4699

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

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

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

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

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

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

(b) The Company designates Bob Lauder as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between specific language set forth in Sections B through E of this Contract and any Attachment set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

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

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

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

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

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of termination. On the effective date of termination, Company shall terminate all work and take all reasonable actions to mitigate expenses. Company shall submit a written request for incurred costs for services performed through date of termination, and shall provide any substantiating documentation requested by the City. In the event of termination, City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
(ii) Make progress, so as to endanger performance of this Contract; or
(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance:[CAO-1/12/09]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
(iii) Professional Liability Insurance of limits not 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 on verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide the City with 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 $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach pursuant to Paragraph E-4 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company, or charge the replacement insurance costs back to the Company.

(f) Any subcontractor approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements specified above, and as required in this paragraph.

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

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

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

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers,

employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract until the claim has been resolved.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City and the City, in its sole discretion, may seek to quash the demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the City if funding is not available, or if legal restrictions are placed on the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	2

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 8-7-10
Deputy City Attorney Date

MGT OF AMERICA, INC.

BOB LAUDER, Senior Partner

"Company"

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**	Block 2 **Description**
MGT of America, Inc.	**Subject Matter of Contract/Agreement**
Name(Contact) **Karl Becker**	**Detention Center Privatization Study**
Address **502 East 11th Street, Suite 300 Austin, Texas 78701**	
Telephone **512-476-4697**	
EIN or DUNS **59-1576733**	**RFP# 100234-TF**

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 List**		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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

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

Name of Attached Document: **Not Applicable**

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.

Bob Lauder Bob Lauder
Name

September 13, 2010
Date

Subscribed and sworn to before me this 13 day of September, 2010

Florinda A. Gabriel
Notary Public

FLORINDA A. GABRIEL NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-22-2014

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	WK & Jean Boutwell	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
2.	Brad Burgees	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411
3.	JK & Flora Caruthers	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
4.	Jerome L. or Carol Ciesla	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
5.	Dodds Cromwell	711 Capitol Way S., Ste 608 Olympia, WA 98501	360-866-7303
6.	Edward Humble	711 Capitol Way S., Ste 608 Olympia, WA 98501	360-866-7303
7.	Stephen F. & Joyce L. Humphrey	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
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11.	Mary McKeown-Moak	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
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13.	Alan Pollock	502 E 11th Street, Ste 300 Austin, TX 78701	512-476-4697
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ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Bob Lauder Bob Lauder
Name

September 13, 2010
Date

Subscribed and sworn to before me this 13 day of September, 2010

Florinda A. Gabriel
Notary Public

FLORINDA A. GABRIEL NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-22-2014

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14.	Raymond & Linda Thompson	2123 Centre Pointe Blvd Tallahassee, FL 32308	850-386-3191
15.	Brad Wilkes	2001 P Street, Ste 200 Sacramento, CA 95811	916-443-3411

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Approval of award of Bid No. 10.53541.02-LED, WPCF Sludge Dewatering Building Rehabilitation located at the Water Pollution Control Facility, 6005 Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: BOULDER CONSTRUCTION, INC. ($1,059,737 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,059,737
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of improvements to the sludge dewatering building to include, but not be limited to, replacement of the roof, addition of aluminum checkplate on the rooftop catwalk, replacement of five inclined screw conveyors, installation of owner-furnished conveyor trough liners, replacement of ten drip pans under rooftop conveyor drives and other related work.

PCC: L.E. Davis
POC: Peter Boli - (702) 873-8073

RECOMMENDATION:
That City Council approve award of Bid No. 10.53541.02-LED, WPCF Sludge Dewatering Building Rehabilitation to Boulder Construction, Inc. in the amount of $1,059,737 and approve the construction conflicts and contingency reserve of $105,974. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
Bid 10.53541.02-LED
Sludge Dewatering Building Rehabilitation WPCF

	Boulder Construction, Inc.	MMC, Inc.	Construction Services Unlimited, Inc.	JNJ Engineering Construction, Inc.
DESCRIPTION				
Item 0001 - All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$959,737.00	$1,084,000.00	$1,099,500.00	$1,256,000.00
Item 0002 – Repair Allowance	$100,000.00	$100,000.00	$100,000.00	$100,000.00
BASE BID TOTAL LUMP SUM AMOUNT:	**$1,059,737.00**	**$1,184,000.00**	**$1,199,500.00**	**$1,356,000.00**
Responsive Bidder:				
Responsible Bidder:				
	Western Summit Constructors, Inc.	Addison, Inc.	Sletten Construction of Nevada, Inc.	Corval Constructors, Inc.
DESCRIPTION				
Item 0001 - All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$1,287,682.00	$1,415,700.00	$1,468,000.00	$1,617,473.00
Item 0002 – Repair Allowance	$100,000.00	$100,000.00	$100,000.00	$100,000.00
BASE BID TOTAL LUMP SUM AMOUNT:	**$1,387,682.00**	**$1,515,700.00**	**$1,568,000.00**	**$1,717,473.00**
Responsive Bidder:				
Responsible Bidder:				

BID ABSTRACT
Bid 10.53541.02-LED
Sludge Dewatering Building Rehabilitation WPCF

	APCO Construction	M & H Enterprises, Inc.		
DESCRIPTION				
Item 0001 - All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$1,642,396.00	$1,987,064.00		
Item 0002 – Repair Allowance	$100,000.00	$100,000.00		
BASE BID TOTAL LUMP SUM AMOUNT:	**$1,742,396.00**	**$2,087,064.00**		
Responsive Bidder:				
Responsible Bidder:				
Engineers Estimate: $1,377,000.00				

TO: David Mendenhall Please review and approve recommended award to Boulder Construction, Inc.

in the amount of $ 1,059,737.00 .

Lloyd Howe — Purchasing & Contracts Representative — 10/4/10 — Date

David L. Mendenhall — Department/Division Signature — 10/6/10 — Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Regionalized Interlocal Agreement between the City of Las Vegas, Clark County, the City of Henderson and the City of North Las Vegas for Emergency Driver Training - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this Regionalized Interlocal Agreement between the City of Las Vegas, Clark County, the City of Henderson and the City of North Las Vegas is to jointly provide emergency driver training, as well as standard and consistent emergency driver training instruction across the Las Vegas valley. Currently, the fire departments each provide separate emergency driver training courses for those fire department personnel that operate such equipment. Approval of this Regionalized Interlocal Agreement can save time and money by providing joint training.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Regionalized Interlocal Agreement

REGIONALIZED INTERLOCAL AGREEMENT FOR EMERGENCY DRIVER TRAINING BETWEEN THE CITY OF LAS VEGAS, CLARK COUNTY, THE CITY OF HENDERSON AND THE CITY OF NORTH LAS VEGAS

This Interlocal Agreement is made and executed in this _____ day of _____, 2010, by and among the City of Las Vegas (the "City"), on behalf of Las Vegas Fire and Rescue ("LVFR"), Clark County, on behalf of the Clark County Fire Department (the "County"), the City of Henderson ("Henderson"), on behalf of the City of Henderson Fire Department and the City of North Las Vegas ("NLV"), on behalf of the North Las Vegas Fire Department. The City, Henderson and NLV may hereinafter be referred to individually as a "Party," or collectively as the "Parties."

RECITALS

1. Fire apparatus are large and unique vehicles, and it takes a driver with special skills and knowledge to operate such apparatus safely and appropriately. Currently, the fire departments for the City, Henderson and NLV each provide separate Emergency Driver Training courses for those fire department personnel that operate such apparatus.

2. The Fire Chiefs for the City, the County, Henderson and NLV believe the jurisdictions can save time and money by jointly providing emergency driver training, as well as provide standard and consistent emergency driver training instruction across the Las Vegas valley to the drivers of such fire apparatus.

3. Nevada 277.180(3)(d) permits "the joint and cooperative use of fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire," and the safe operation of such equipment by the Parties is necessary for the protection of property and the prevention and suppression of fire. The Parties will participate in this multi-agency emergency driver training and education to enhance safe-driving by all valley firefighter personnel responsible for driving fire apparatus during emergency and non-emergency calls and incidents, and to provide such personnel with the proper skills for safely and reasonably driving emergency vehicles.

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

AGREEMENT

I. Emergency Driver Training Program.

A National Fire Protection Association (NFPA) Driver Training Requirements. NFPA 1451: Fire Service Vehicle Operations Training Program 5.1.1 requires that "a fire department shall establish and maintain a driver training and education program with the goal of preventing vehicular crashes, deaths and injuries to members, employees, and the public." This program is intended to meet or exceed all NFPA basic training and education requirements, all training frequency requirements, and all NFPA Advanced Driver Training Course requirements. The Lead Instructors shall ensure that the education and training received by students in the emergency driver training courses are current and meets or exceeds all NFPA requirements.

B. Multi-Jurisdictional Advanced Driver Training Program. Attached hereto as Exhibit 1 is the Multi-Jurisdictional Advanced Driver Training Program (ADTP) that shall be used by all Program Instructors. The provisions of the ADTP may only be amended upon a majority vote of the respective Chiefs or their designee, and adoption of the amendments as official department policy by each of the Parties' Fire Departments. Additionally, administrative disputes may be resolved by the Program Instructors by majority votes.

Each of the Parties reviewed the program in its entirety and agreed upon the program terms and conditions. Except as prohibited by respective collective bargaining agreements, each Party shall adopt this ADTP as each Party's official department policy regarding firefighter emergency driver training prior to a Party participating in the Program.

The ADTP consists of a classroom component and a practical component involving "hands-on" driver training with a Program Instructor on an Emergency Vehicle Operator's course as provided by the ADTP. The specific courses will be decided upon and set up by the participating parties at locations that have been agreed upon and secured by proper agreements.

C. ADTP Participants. The Parties shall jointly determine eligibility requirements for participation in the ADTP, as well as indicating those persons that are required to participate in the ADTP.

D. Program Instructors. Each participating agency shall contribute at least one Program Instructor that has completed the necessary training to become a Program Instructor for the ADTP. Every ADTP Instructor will meet the standards set in NFPA 1041(Standard for Fire Service Instructor Professional Qualifications) Each Instructor will possess a Fire Instructor I or higher. While a Party may contribute more than one Program Instructor for purposes of the ADTP, each Party shall designate one Program Instructor as the "Lead Instructor" for purposes of any decision-making or dispute resolution required among the Parties.

E. Equipment. Except as outlined in E(1) the parties shall provide the emergency vehicles and other necessary equipment for the any particular ADTP on rotating basis. All participating parties are responsible for providing vehicles and / or fuel for this program as determined by the lead instructors.

(1) All practical drivers training shall be accomplished in emergency vehicles of a similar make and model to that which is to be used by each of the students. If an attending Party's emergency vehicles are different than those used for the training by the hosting Party, the attending Party must be sure to provide the necessary emergency vehicles for proper training.

(2) Each Lead Instructor or designee for the Party that is providing the vehicles shall inspect all vehicles prior to use in practical driver training and that vehicle must meet state laws of Nevada. Vehicles must also meet NFPA 1901(Standard for Automotive Fire Apparatus)

F. ADTP Schedule. The ADTP shall be scheduled by agreement of a majority of the Lead Instructors, and the location of the ADTP shall rotate among the Parties, as determined by a majority of the Lead Instructors. All aspects of scheduling any particular ADTP shall be determined by a majority of the Lead Instructors.

G. Evaluation. The Program Instructors shall evaluate each of the students pursuant to the ADTP. If a student is below standard in either component of the ADTP, that student's department ADTP instructor will be notified. That students' department will handle the appropriate action from that point forward.

II. Miscellaneous Provisions.

A. Cost of Student Participation. Unless otherwise determined by a majority of the Lead Instructors, there shall be no cost for any member of any Party's fire department to participate in the ADTP.

B. Cost of Party Participation. As provided above, there is no cost for members of a Party's fire department to participate in the ADTP. However, this is based upon each Party contributing an equivalent amount of cost, whether by providing equipment or the location for the training on an annual basis. Those Parties that supply the vehicles and equipment shall pay all costs associated with the use of that Party's emergency vehicles, including fuel and maintenance costs, as well as any consumable equipment and supplies used during the ADTP. Personnel costs for those attending the ADTP shall be borne solely by each Party.

C. Authorizations. Each Party will be responsible for obtaining and maintaining all licenses, permits, certificates and governmental authorizations for its own employees, vehicles and equipment necessary to perform its obligations under this Agreement.

D. No Interlocal Entity Created. This Interlocal Agreement does not create a separate and distinct political subdivision or unit of local government from the Parties for any purposes whatsoever. This Agreement is merely executed to memorialize the means by which the Parties agree to hold joint training exercises for the education of fire department employees.

E. Dispute Resolution. For purposes of this Agreement, the term "a majority of the Lead Instructors," means three (3) of four (4). A two (2) – two (2) split of Lead Instructors means that no agreement occurs and the proposed action may not be taken.

If the Lead Instructors cannot come to a decision because upon a split vote of the Lead Instructors where a majority vote is required, a Lead Instructor may submit the dispute in writing to the Chief of each party's Fire Department for consideration. Within ten (10) days of submission of the writing by one of the Lead Instructors, the Chiefs of the Party's Fire Departments must meet in person to discuss and resolve. To resolve any issue, the Chiefs must make a decision by majority vote. If any Chief is not available for such meeting, a decision must be made upon a majority of the four. If fewer than three Chiefs are available, then the meeting to resolve the matter may not occur. If the Chiefs of the Party's Fire departments cannot resolve an issue, one of the Chiefs may submit the dispute in writing to the Chief Executive Officer of each Party (City or County Manager) or his/her designee. Within twenty (20) days of submission of the writing by one of the Chiefs, the Chief Executive Officers of the Parties, or his/her designee, must meet in person to discuss and resolve. To resolve any issue, the Chief Executive Officers must make a decision by majority vote. If any Chief Executive Officers is not available for such meeting, a decision must be made upon a majority of the four. If the Chief Executive Officers cannot reach a majority vote, this Agreement shall terminate upon the failure to reach a majority vote.

F. Liability. The Parties acknowledge that all persons engaged in emergency driver training, either as instructor or student are doing so as a direct condition of employment, and all personal injuries or death occurring as a direct result of participating in this emergency driver training are subject to the policies and insurance coverage of that person's employment with his or her employer. As such, any compensation for injuries and/or death to instructors and students are governed by the appropriate workers' compensation laws of the participant's employer. Nothing in this agreement creates an employer/employee relationship with the other parties.

No person, other than an employee of a Party hereto, may attend or participate in the emergency driver training. High school students participating in an "Explorer Program," CSN students that are enrolled in Fire Science classes nor members of the public "riding-along" with fire department personnel shall not attend or participate in such emergency driver training.

For any causes of action, lawsuits or claims that arise from implementation of this Agreement, each of the Parties is responsible for its own acts and the acts and omissions of its employees, whether the act or omission is intentional or negligent, as limited by the provisions of NRS Chapter 41.

The Parties acknowledge and agree that vehicles and equipment could be damaged or destroyed while used by the instructors and students participating in the ADTP. The Parties acknowledge and agree that each Party shall hold the other Parties harmless, and shall not expect remuneration for damage or destruction of any particular vehicles or equipment used during the ADTP training.

G. Term. The term of this Agreement shall continue until terminated by one of the Parties as provided in H, below, or by operation of, E, above.

H. Termination. A Party may terminate its participation in this Agreement, for any reason or no reason at all, upon thirty (30) calendar days notice to the other Parties. Such termination only terminates the terminating Parties' participation in the Agreement. This Agreement shall continue to be binding and in effect for the remaining non-terminating Parties.

I. Notice.

Clark County Fire Chief 575 E. Flamingo Road, Las Vegas, NV 89119	City of Las Vegas Fire Chief 500 N. Casino Center Blvd. Las Vegas, NV 89101	City of Henderson Fire Chief 223 Lead Street Henderson, NV 89015	City of North Las Vegas Fire Chief 2626 E. Carey Avenue North Las Vegas, NV 89030

J. Modification. Except where specifically provided for the Fire Chiefs or Lead Instructors, this agreement may only be modified by the Parties' City/County Manager.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written (the "Effective Date").

CITY OF LAS VEGAS

By:_____
Oscar B. Goodman, Mayor

ATTEST:

By:_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO SUBJECT MATTER

By:_____
Greg Gammon, Fire Chief
City of Las Vegas

APPROVED AS TO FORM

By:_____
James B. Lewis, Deputy City Attorney

CITY OF NORTH LAS VEGAS

By:_____
Shari L. Buck, Mayor

ATTEST:

By:_____
Karen L. Storms, CMC
City Clerk

APPROVED AS TO SUBJECT MATTER

By:_____
Al Gillespie, Fire Chief
City of North Las Vegas

APPROVED AS TO FORM

By:_____
Nicholas Vaskov, Acting City Attorney

CITY OF HENDERSON

By:_____
Mark T. Calhoun, P.E.
City Manager

ATTEST:

By:_____
Sabrina Mercandante
City Clerk

APPROVED AS TO SUBJECT MATTER

By:_____
Douglas R. Stevens, Fire Chief
City of Henderson

APPROVED AS TO FORM

By:_____
Elizabeth Macias Quillin, City Attorney

CLARK COUNTY, NEVADA

By:_____
Rory Reid, Chairman
Board of County Commissioners

ATTEST:

By:_____

APPROVED AS TO SUBJECT MATTER

By:_____
Clark County Fire Chief

APPROVED AS TO FORM

By:_____
Carolyn Campbell
Deputy District Attorney

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Service Agreement between the City of Las Vegas, Clark County, City of Henderson and the City of North Las Vegas and TriState CareFlight, LLC to provide medical helicopter services to transport critically injured persons to medical facilities - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is initiating a valley-wide service agreement with other local governments to utilize the services of air medical helicopters within their jurisdictional boundaries. This service agreement will be made and entered into between TriState CareFlight LLC, the City of Las Vegas, Clark County and the City of North Las Vegas. Tri State CareFlight, LLC owns and operates helicopters used in the transportation of critically injured persons to medical facilities and desires to provide such service in Clark County. The Fire Alarm Office, which is the dispatch center for the City of Las Vegas, Clark County and the City of North Las Vegas, will establish a protocol to determine appropriate dispatch options for critically injured persons.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Service agreement with TriState CareFlight

SERVICE AGREEMENT
BETWEEN
CITY OF HENDERSON,
CITY OF LAS VEGAS,
CLARK COUNTY,
CITY OF NORTH LAS VEGAS,
AND
TRISTATE CAREFLIGHT, LLC.

This Service Agreement is made and entered into by and between the City of Henderson, the City of Las Vegas, the City of North Las Vegas, Clark County; all political subdivisions of the State of Nevada (collectively referred to as Local Governments); and TriState CareFlight, a corporation and licensed in Clark County Nevada, (hereinafter referred to as "CareFlight").

WHEREAS, Clark County, by and through the Clark County Fire Department, City of Las Vegas, by and through the Las Vegas Fire and Rescue Department, and City of North Las Vegas, by and through the North Las Vegas Fire Department, jointly operate the Fire Alarm Office (hereinafter referred to as "FAO") located at 500 North Casino Center Boulevard, Las Vegas, Nevada, 89101; and

WHEREAS, the City of Henderson, by and through the Henderson Fire Department, desires to utilize the services of air medical helicopters (hereinafter referred to as "helicopter") within the jurisdictional boundaries of Henderson; and

WHEREAS, CareFlight owns and operates helicopters used in the transportation of critically injured persons to medical facilities; and

WHEREAS, CareFlight desires to provide helicopter services in Clark County; and

WHEREAS, FAO is charged with the responsibility to determine appropriate dispatch options for critically injured persons; and

WHEREAS, FAO desires to establish a protocol whereby any of the multiple participating helicopter services may be dispatched to emergency scenes, while minimizing the potential for dangerous and duplicative responses from participating helicopter services; and

WHEREAS, the parties to this Agreement agree that a condition precedent to being added to the list of eligible helicopter companies, CareFlight shall agree to the respective protocols, obligations and responsibilities required to be dispatched to an emergency scene.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties agree to the following:

I. RESPONSIBILITIES OF FAO

1.01 The FAO, upon receiving a request for helicopter service from either County, City of Las Vegas, City of North Las Vegas, City of Henderson, or auto launch, in accordance with the criteria in the FAO operations manual, shall notify the closest helicopter from any of the respective eligible helicopter companies.

1.02 The form of notification shall be in accordance with the procedures outlined in the Manual of Operations.

1.03 The FAO shall advise the helicopter service if the request is for a stand-by or a launch request.

1.04 Information to be included in the notification shall include, but is not limited to, the requesting agency, location of the emergency, nature of the emergency, ground contact, ground contact air frequency, number of patients, other emergency responders at the scene, and other information deemed pertinent by the FAO.

1.05 The FAO shall advise the helicopter personnel the point of contact at the scene.

1.06 The FAO shall provide monthly activity reports regarding the number and nature of helicopter transport requests and responses upon written request.

1.07 The FAO shall designate a point of contact.

II. RESPONSIBILITIES OF CAREFLIGHT

2.01 CareFlight shall comply with all requirements of the Clark County Health District Air Ambulance Service Regulations, Section 1000, as may be amended from time to time.

2.02 CareFlight shall comply with the Southern Nevada Health District destination protocols as may be amended from time to time.

2.03 CareFlight shall comply with the requirements of the Manual of Operations as may be amended from time to time.

2.04 CareFlight shall obtain all applicable licenses and certifications as required by the jurisdictions in which the company will operate.

2.05 CareFlight, upon receiving a request from FAO for stand-by or launch, shall acknowledge the request in accordance with the Manual of Operations.

2.06 CareFlight shall designate a point of contact, provide a business phone list, and any other reasonable information deemed necessary by the FAO.

2.07 CareFlight shall advise FAO when helicopters are available for dispatch and the location of each helicopter.

2.09 CareFlight shall provide an estimated time of arrival that is accurate within plus or minus five (5) minutes from the time of dispatch ninety percent (90%) of the time.

2.10 CareFlight agrees that at no time will the helicopter land on scene prior to contact with the ground incident commander or designee and until confirmation of a safe landing zone and landing instructions have been provided by the incident commander or designee.

2.11 CareFlight shall maintain records of all responses that shall be made available to FAO upon reasonable request.

2.12 CareFlight shall provide a quarterly report that shall be due on the 30th day of April, July, September, and January and shall include the following data:

a. ETA Compliance Data;
b. Start-up Time (From the Time of Dispatch to Lift-off);
c. On Scene Time (Arrival on the Ground until Lift-off from Scene);
d. Out-of-Service Time (including, but not limited to, Mechanical Issues/Staffing Issues);
e. Necessity of Air Transport (Was Air Transport Necessary);
f. Nature of Call and Hospital Destination; and
g. Reasons for Refusal or Inability to Transport.

2.13 CareFlight agrees and understands that there may be occasions when the closest available helicopter is not dispatched. CareFlight agrees to hold harmless to the FAO, the Local Governments, its agents, officers, and employees from any errors or omissions related to the dispatch of one helicopter company instead of another. Any zone designations shall be mutually agreed upon by the Local Governments and the participating helicopter companies. If the helicopter companies cannot come to an agreement within thirty (30) days of commencement of discussions, then the Local Government shall have the sole discretion to determine the zones in as equitable way as possible, based upon the previous five (5) years call statistics.

2.14 CareFlight waives any and all claims, demands, causes of action, and rights it may assert against the FAO and the Local Governments for any loss, damage, or injury to CareFlight's equipment or for any dispatch decision of FAO staff including, but not limited to, FAO's failure to dispatch the closest available unit.

2.15 CareFlight shall maintain, at its sole expense, throughout the entire term of this Agreement, a policy of professional malpractice liability insurance with an insurance company licensed to do business in the State of Nevada in a minimum amount of five million dollars ($5,000,000) per claim and eight million dollars ($8,000,000) in annual aggregate, to cover any loss, liability or damage alleged to have been committed by CareFlight or its agents, employees, or officers while in the course of its business.

2.16 CareFlight shall maintain, at its sole expense, throughout the entire term of this Agreement, a policy of general liability insurance with a minimum amount of five million dollars ($5,000,000) per claim and thirty million dollars ($30,000,000) in annual aggregate, to cover any loss, liability or damage alleged to have been committed by CareFlight or its agents, employees, or officers while in the course of its business.

2.17 CareFlight agrees to indemnify, defend, protect, and hold harmless the parties to this agreement (FAO, Clark County, City of Las Vegas, City of North Las Vegas, and City of Henderson), its officers and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense arising out of CareFlight or its officer's, employee's, or agent's actions in connection with this agreement.

2.18 CareFlight agrees that all costs for the TriTech Interface shall be equally born between all participating air ambulance companies. Companies that begin service after the TriTech is complete, shall reimburse the other companies for a proportional share of the cost.

III GENERAL PROVISIONS

3.01 Dispatch protocols are based primarily on the closest available air ambulance, and the company shall not substitute a different helicopter from a different location without the prior written approval of FAO.

3.02 CareFlight understands and agrees that should one air transport company refuse to transport for factors related to air safety such as rain, wind, or any reasonable environmental conditions, then FAO will not call another air transport company. This does not preclude a secondary call when the refusal is, because of the inability of a particular helicopter, to provide service.

3.03 The term of this Agreement shall commence upon the date of last signature, and shall extend for a term of five years, unless earlier terminated by either party in accordance with the provisions of 3.04

3.04 Any party may, at any time during the term of this Agreement, terminate the Agreement, with or without cause, upon giving the other parties ninety (60) days advance written notice.

3.05 In addition to the termination provisions of 3.04, the Local Governments shall give ten (10) calendar days notice of any failure to comply with the terms of this agreement. Prior to termination under this provision, the Local Governments agree to give CareFlight fourteen (14) calendar days to cure any non-compliance.

3.06 Every notice required under this Agreement shall be in writing and shall be made by registered or certified United States mail, first class postage and fees prepaid, return receipt requested, as follows:

FAO:	Fire Alarm Office 500 North Casino Center Blvd. Las Vegas, NV. 89101	Air Ambulance:	TriState CareFlight 2000 Highway 95, Suite 210 Bullhead City, AZ. 86442

3.07 This Agreement is not intended and shall not be construed or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have a right of action hereunder for any cause whatsoever.

3.08 The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to create a water commitment, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

3.09 This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Court for enforcement of this Agreement.

3.10 Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other part of this Agreement, unless such severance should frustrate the purpose of this Agreement as set forth in the Whereas clauses above.

3.11 This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the representations, discussions, and other agreements that may have been made in connection with the subject matter herein, unless another agreement or authorization is expressly referred to herein. This Agreement may not be modified or amended unless the same is in writing and signed by the respective parties hereto with the same formalities as accompanied this Agreement.

In Witness Whereof, this Agreement is entered into and executed this _____ day of _____, 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
DIANA ALBA
County Clerk

By: _____
RORY REID
Chairman

APPROVED AS TO FORM:

By: _____
CAROLYN CAMPBELL
Deputy District Attorney

ATTEST:

CITY OF HENDERSON

By: _____
SABRINA MERCADANTE
Acting City Clerk

By: _____
ANDY HAFEN
Mayor

APPROVED AS TO FORM:

By: _____
ELIZABETH MACIAS QUILLIN
City Attorney

ATTEST:

CITY OF LAS VEGAS

By: _____
BEVERLY BRIDGES
City Clerk

By: _____
OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

By: _____
JAMES B. LEWIS
Deputy City Attorney

ATTEST:

By:_____
KAREN L. STORMS
City Clerk

APPROVED AS TO FORM:

By: _____
NICKOLAS G. VASKOV
Acting City Attorney

CITY OF NORTH LAS VEGAS

By: _____
SHARI L. BUCK
Mayor

TRISTATE CAREFLIGHT, LLC

By: _____
BLAKE A. STAMPER
Managing Member

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Service Agreement between the City of Las Vegas, Clark County, the City of Henderson, the City of North Las Vegas and Air Methods Corporation (d/b/a Mercy Air Services, Inc.) to provide medical helicopter services to transport critically injured persons to medical facilities - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is initiating a valley-wide service agreement with other local governments to utilize the services of air medical helicopters within their jurisdictional boundaries. This Service Agreement will be made and entered into between the City of Las Vegas, Clark County, the City of Henderson, the City of North Las Vegas and Air Methods Corporation (d/b/a Mercy Air Services, Inc.) Air Methods Corporation owns and operates helicopters used in the transportation of critically injured persons to medical facilities and desires to provide such service in Las Vegas. The Fire Alarm Office, which is the dispatch center for the City of Las Vegas, Clark County, and the City of North Las Vegas, will establish a protocol to determine the appropriate dispatch options for critically injured persons.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Service Agreement with Air Methods Corporation

SERVICE AGREEMENT
BETWEEN
CITY OF HENDERSON,
CITY OF LAS VEGAS,
CLARK COUNTY,
CITY OF NORTH LAS VEGAS,
AND
AIR METHODS CORPORATION (D/B/A MERCY AIR SERVICES, INC.)

This Service Agreement is made and entered into by and between the City of Henderson, the City of Las Vegas, the City of North Las Vegas, Clark County; all political subdivisions of the State of Nevada (collectively referred to as Local Governments); and Air Methods, a corporation and licensed in Clark County Nevada, d/b/a Mercy Air Services (hereinafter referred to as "Mercy Air").

WHEREAS, Clark County, by and through the Clark County Fire Department, City of Las Vegas, by and through the Las Vegas Fire and Rescue Department, and City of North Las Vegas, by and through the North Las Vegas Fire Department, jointly operate the Fire Alarm Office (hereinafter referred to as "FAO") located at 500 North Casino Center Boulevard, Las Vegas, Nevada, 89101; and

WHEREAS, the City of Henderson, by and through the Henderson Fire Department, desires to utilize the services of air medical helicopters (hereinafter referred to as "helicopter") within the jurisdictional boundaries of Henderson; and

WHEREAS, Mercy Air owns and operates helicopters used in the transportation of critically injured persons to medical facilities; and

WHEREAS, Mercy Air desires to provide helicopter services in Clark County; and

WHEREAS, FAO is charged with the responsibility to determine appropriate dispatch options for critically injured persons; and

WHEREAS, FAO desires to establish a protocol whereby any of the multiple participating helicopter services may be dispatched to emergency scenes, while minimizing the potential for dangerous and duplicative responses from participating helicopter services; and

WHEREAS, the parties to this Agreement agree that a condition precedent to being added to the list of eligible helicopter companies, Mercy Air shall agree to the respective protocols, obligations and responsibilities required to be dispatched to an emergency scene.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the parties agree to the following:

I. RESPONSIBILITIES OF FAO

1.01 The FAO, upon receiving a request for helicopter service from either County, City of Las Vegas, City of North Las Vegas, City of Henderson, or auto launch, in accordance with the criteria in the FAO operations manual, shall notify the closest helicopter from any of the respective eligible helicopter companies.

1.02 The form of notification shall be in accordance with the procedures outlined in the Manual of Operations.

1.03 The FAO shall advise the helicopter service if the request is for a stand-by or a launch request.

1.04 Information to be included in the notification shall include, but is not limited to, the requesting agency, location of the emergency, nature of the emergency, ground contact, ground contact air frequency, number of patients, other emergency responders at the scene, and other information deemed pertinent by the FAO.

1.05 The FAO shall advise the helicopter personnel the point of contact at the scene.

1.06 The FAO shall provide monthly activity reports regarding the number and nature of helicopter transport requests and responses upon written request.

1.07 The FAO shall designate a point of contact.

II. RESPONSIBILITIES OF MERCY AIR

2.01 Mercy Air shall comply with all requirements of the Clark County Health District Air Ambulance Service Regulations, Section 1000, as may be amended from time to time.

2.02 Mercy Air shall comply with the Southern Nevada Health District destination protocols as may be amended from time to time.

2.03 Mercy Air shall comply with the requirements of the Manual of Operations as may be amended from time to time.

2.04 Mercy Air shall obtain all applicable licenses and certifications as required by the jurisdictions in which the company will operate.

2.05 Mercy Air, upon receiving a request from FAO for stand-by or launch, shall acknowledge the request in accordance with the Manual of Operations.

2.06 Mercy Air shall designate a point of contact, provide a business phone list, and any other reasonable information deemed necessary by the FAO.

2.07 Mercy Air shall advise FAO when helicopters are available for dispatch and the location of each helicopter.

2.09 Mercy Air shall provide an estimated time of arrival that is accurate within plus or minus five (5) minutes from the time of dispatch ninety percent (90%) of the time.

2.10 Mercy Air agrees that at no time will the helicopter land on scene prior to contact with the ground incident commander or designee and until confirmation of a safe landing zone and landing instructions have been provided by the incident commander or designee.

2.11 Mercy Air shall maintain records of all responses that shall be made available to FAO upon reasonable request.

2.12 Mercy Air shall provide a quarterly report that shall be due on the 30th day of April, July, September, and January and shall include the following data:

a. ETA Compliance Data;
b. Start-up Time (From the Time of Dispatch to Lift-off);
c. On Scene Time (Arrival on the Ground until Lift-off from Scene);
d. Out-of-Service Time (including, but not limited to, Mechanical Issues/Staffing Issues);
e. Necessity of Air Transport (Was Air Transport Necessary);
f. Nature of Call and Hospital Destination; and
g. Reasons for Refusal or Inability to Transport.

2.13 Mercy Air agrees and understands that there may be occasions when the closest available helicopter is not dispatched. Mercy Air agrees to hold harmless to the FAO, the Local Governments, its agents, officers, and employees from any errors or omissions related to the dispatch of one helicopter company instead of another. Any zone designations shall be mutually agreed upon by the Local Governments and the participating helicopter companies. If the helicopter companies cannot come to an agreement within thirty (30) days of commencement of discussions, then the Local Government shall have the sole discretion to determine the zones in as equitable way as possible, based upon the previous five (5) years call statistics.

2.14 Mercy Air waives any and all claims, demands, causes of action, and rights it may assert against the FAO and the Local Governments for any loss, damage, or injury to Mercy Air's equipment or for any dispatch decision of FAO staff including, but not limited to, FAO's failure to dispatch the closest available unit.

2.15 Mercy Air shall maintain, at its sole expense, throughout the entire term of this Agreement, a policy of professional malpractice liability insurance with an insurance company licensed to do business in the State of Nevada in a minimum amount of five million dollars ($5,000,000) per claim and eight million dollars ($8,000,000) in annual aggregate, to cover any loss, liability or damage alleged to have been committed by Mercy Air or its agents, employees, or officers while in the course of its business.

2.16 Mercy Air shall maintain, at its sole expense, throughout the entire term of this Agreement, a policy of general liability insurance with a minimum amount of five million dollars ($5,000,000) per claim and thirty million dollars ($30,000,000) in annual aggregate, to cover any loss, liability or damage alleged to have been committed by Mercy Air or its agents, employees, or officers while in the course of its business.

2.17 Mercy Air agrees to indemnify, defend, protect, and hold harmless the parties to this agreement (FAO, Clark County, City of Las Vegas, City of North Las Vegas, and City of Henderson), its officers and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense arising out of Mercy Air or its officer's, employee's, or agent's actions in connection with this agreement.

2.18 Mercy Air agrees that all costs for the TriTech Interface shall be equally born between all participating air ambulance companies. Companies that begin service after the TriTech is complete, shall reimburse the other companies for a proportional share of the cost.

III GENERAL PROVISIONS

3.01 Dispatch protocols are based primarily on the closest available air ambulance, and the company shall not substitute a different helicopter from a different location without the prior written approval of FAO.

3.02 Mercy Air understands and agrees that should one air transport company refuse to transport for factors related to air safety such as rain, wind, or any reasonable environmental conditions, then FAO will not call another air transport company. This does not preclude a secondary call when the refusal is, because of the inability of a particular helicopter, to provide service.

3.03 The term of this Agreement shall commence upon the date of last signature, and shall extend for a term of five years, unless earlier terminated by either party in accordance with the provisions of 3.04

3.04 Any party may, at any time during the term of this Agreement, terminate the Agreement, with or without cause, upon giving the other parties ninety (90) days advance written notice.

3.05 In addition to the termination provisions of 3.04, the Local Governments shall give ten (10) calendar days notice of any failure to comply with the terms of this agreement. Prior to termination under this provision, the Local Governments agree to give Mercy Air fourteen (14) calendar days to cure any non-compliance.

3.06 Every notice required under this Agreement shall be in writing and shall be made by registered or certified United States mail, first class postage and fees prepaid, return receipt requested, as follows:

FAO: Fire Alarm Office
500 North Casino Center Blvd.
Las Vegas, NV. 89101

Air Ambulance: AirMethods Corporation
7301 South Peoria
Englewood, CO. 80112

3.07 This Agreement is not intended and shall not be construed or deemed to be an agreement for the benefit of any third party or parties. No third party or parties shall have a right of action hereunder for any cause whatsoever.

3.08 The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to create a water commitment, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

3.09 This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Court for enforcement of this Agreement.

3.10 Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other part of this Agreement, unless such severance should frustrate the purpose of this Agreement as set forth in the Whereas clauses above.

3.11 This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the representations, discussions, and other agreements that may have been made in connection with the subject matter herein, unless another agreement or authorization is expressly referred to herein. This Agreement may not be modified or amended unless the same is in writing and signed by the respective parties hereto with the same formalities as accompanied this Agreement.

In Witness Whereof, this Agreement is entered into and executed this _____ day of _____, 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
DIANA ALBA
County Clerk

By: _____
RORY REID
Chairman

APPROVED AS TO FORM:

By: _____
CAROLYN CAMPBELL
Deputy District Attorney

ATTEST:

CITY OF HENDERSON

By: _____
SABRINA MERCADANTE
City Clerk

By: _____
ANDY HAFEN
Mayor

APPROVED AS TO FORM:

By: _____
ELIZABETH MACIAS QUILLIN
City Attorney

ATTEST:

CITY OF LAS VEGAS

By: _____
BEVERLY BRIDGES
City Clerk

By: _____
OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

By: _____
JAMES B. LEWIS
Deputy City Attorney

ATTEST:

By:_____
KAREN L. STORMS
City Clerk

APPROVED AS TO FORM:

By: _____
NICKOLAS G. VASKOV
Acting City Attorney

CITY OF NORTH LAS VEGAS

By: _____
SHARI L. BUCK
Mayor

AIR METHODS CORPORATION
(D/B/A MERCY AIR SERVICES, INC.)

By: _____
ED RUPERT
Senior Vice President

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to extend the contract with Health Plan of Nevada for Health Maintenance Organization (HMO) medical insurance services ($2,500,000 - Self Insurance Internal Services Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500,000
Funding Source: Human Resources Internal Services Fund
Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:
The City of Las Vegas currently uses Health Plan of Nevada (HPN) for its Health Maintenance Organization (HMO) medical plan. A renewal has been submitted that extends the current contract until December 31, 2011. A rate increase of 4% has been received for 2011, this is well below currently medical inflationary trends. Costs are within approved FY 2011 budgets.

RECOMMENDATION:
Approval to renew the contract with Health Plan of Nevada (HPN)

BACKUP DOCUMENTATION:
HPN 2011 Renewal Memo

MEMO

DATE: **September 27, 2010**

TO: **Dan Rigato**
City of Las Vegas

FROM: **Ellen Stretlien**

SUBJECT: **HPN 2011 Renewal**

HPN initially submitted a proposed renewal rate increase of 9% for the HPN HMO plan and 13% for the Sierra Health and Life PPO plan. After negotiating with Lockton, HPN agreed to an increase of 4% for the HMO plan and 11% for the PPO plan provided that prescription drug copayments change as follows:

Drug Class	2010 Copayments	2011 Copayments
Generic	$7	$10
Preferred Brand	$30	$35
Non-Preferred Brand	$50	$55

The new copayments are well within competitive marketplace parameters.

Based on our review of the current fully insured HMO marketplace, we feel that HPN has presented a fair and reasonable renewal. We recommend renewal of both the HMO at a 4% increase and the PPO at 11%. The 2011 rate schedule is shown below:

Rate Category	HMO	PPO
Employee only	$325.99	$663.13
Employee + one	$629.18	$1,279.86
Employee + two or more	$805.17	$1,637.97

Please contact me with questions.

8430 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Phone: (702) 641-4531

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to extend the contract with Sierra Health and Life (SHL) for a fully-insured Preferred Provider Organization (PPO) medical plan ($1,100,000 - Self Insurance Internal Services Fund)

Fiscal Impact

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

Amount: $1,100,000
Funding Source: Human Resources Internal Services Fund
Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:
The City of Las Vegas currently uses Sierra Health and Life for its fully insured Preferred Provider Organization (PPO) medical plan. A renewal has been submitted that extends the current contract until December 31, 2011. A rate increase of 11% has been received for 2011, which is lower than the original Sierra proposal. Costs are within approved FY 2011 budgets.

RECOMMENDATION:
Approval to extend contract with Sierra Health and Life for PPO medical insurance services.

BACKUP DOCUMENTATION:
HPN 2011 Renewal Memo

MEMO

DATE: **September 27, 2010**

TO: **Dan Rigato**
City of Las Vegas

FROM: **Ellen Stretlien**

SUBJECT: **HPN 2011 Renewal**

HPN initially submitted a proposed renewal rate increase of 9% for the HPN HMO plan and 13% for the Sierra Health and Life PPO plan. After negotiating with Lockton, HPN agreed to an increase of 4% for the HMO plan and 11% for the PPO plan provided that prescription drug copayments change as follows:

Drug Class	2010 Copayments	2011 Copayments
Generic	$7	$10
Preferred Brand	$30	$35
Non-Preferred Brand	$50	$55

The new copayments are well within competitive marketplace parameters.

Based on our review of the current fully insured HMO marketplace, we feel that HPN has presented a fair and reasonable renewal. We recommend renewal of both the HMO at a 4% increase and the PPO at 11%. The 2011 rate schedule is shown below:

Rate Category	HMO	PPO
Employee only	$325.99	$663.13
Employee + one	$629.18	$1,279.86
Employee + two or more	$805.17	$1,637.97

Please contact me with questions.

8430 W. Lake Mead Blvd., Ste. 100
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Phone: (702) 641-4531

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to contract with Catalyst as Pharmacy Benefit Manager for the City's Consumer Driven Health Care Medical Plan ($2,100,000 - Self Insurance Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,100,000.00
Funding Source: Self Insurance Internal Service Fund
Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:
The City currently offers employees a prescription benefit through CIGNA, as part of an integrated health care program, including medical, dental and vision coverage. The Insurance Committee has elected to replace CIGNA, requiring the identification of a new Pharmacy Benefit Manager for the City's employee benefit plan. Utilization of the Catalyst Network, while offering the same benefit level to employees as the current plan, is anticipated to result in savings of an estimated $249,000.

RECOMMENDATION:
Approval to contract with Catalyst for PBM services effective January 1, 2011.

BACKUP DOCUMENTATION:
1. Lockton Memo Regarding Consumer Driven Health Plan Vendor Changes
2. Letter from LVCEA

LOCKTON®

MEMO

DATE: August 12, 2010

TO: Don King, Chairman, City of Las Vegas Insurance Committee

CC: Victoria Robinson, Manager, Insurance Services

FROM: Tanna Prince

SUBJECT: Consumer Driven Health Plan vendor changes

At the request of the Insurance Committee, Lockton recently concluded an evaluation of alternatives to replace the current vendors supporting the City's Consumer Driven Health Plan (CDHP).

Background

We were tasked with searching the market for a health plan partner, not merely an administrator, who could further the City's employee-centric medical plan. The City's consumer driven plan and wellness coaches platform required that we find a unique health care vendor that was firmly established and qualified to operate as the "health care" coach and administrator of the plan. Quantum Health was the single vendor we found to fit that description.

Quantum Health

Quantum Health provides care coordination services acting as a resource when an employee has a claim question, or as an advocate for someone who is seeking medical care. They close the communication gap between doctors' offices to prevent duplication of services and tests, identify conflicting treatment plans and expedite services and testing when necessary. They will coordinate with the City's Wellness Coaches, promote the City's EAP, help employees find network providers, contact doctors' offices to request information or resolve billing disputes, and act as a single point of contact for the City's CDHP participants.

Lockton and City representatives conducted extensive reference checks with Quantum clients, including other cities and municipalities, hospitals and universities. Results were uniformly excellent.

Other Health Care Service Providers

Quantum Health does not pay claims; they act as the single point of contact for employees and work with the claims payor and all vendors supporting the plan. Supporting vendors are detailed below:

- We recommend that the City contract with Quantum Health, and the claims payor associated with Quantum, Meritain. Meritain has significant consumer driven health plan experience, and is qualified to pay the plan's claims. The combined cost for Quantum's services and Meritain's claims administration is lower than the current costs for claims administration.

- We recommend that the City return to utilizing the Beechstreet Preferred Provider Organization (PPO) for physicians and other health plan providers. This is the large national PPO network used by the City from 2004 – 2008, so there will be minimal disruption for City employees. Estimated annual savings are $14,000. We recommend retaining the current hospital network.

- We recommend that the City contract with Meritain to pay dental claims utilizing the Preferred Dental Network, the largest dental network in Nevada. The combined cost for Meritain's dental administration and Preferred Dental's network access is lower than the current cost for dental administration. Estimated annual savings are $7,300.

- We recommend that the City return to utilizing CatalystRx, a national pharmacy benefit manager, originally founded in Las Vegas. The City worked successfully with Catalyst for many years. Catalyst has offered discounts calculated to generate annual savings of approximately $245,000 based on current prescription volume.

- We recommend that the City continue the agreement with Vision Service Plan (VSP) via a direct agreement instead of the current arrangement through the claims payor. Estimated annual savings are $3,000.

- We recommend that the City contract with HR Simplified, a professional administrative services provider exclusively focused on COBRA and flexible spending account administration. HR Simplified's fees for flex administration are lower than current fees. Estimated annual savings are $1,000.

In our opinion, based on the City's commitment to consumer driven health care and employee wellness, the above vendor partners will allow the plan to continue with the success it has had over many years.

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Dan Rigato, HR Administrator
City of Las Vegas
Department of Human Resources
Insurance Services Division
400 Stewart Ave
Las Vegas, NV 89101

Attn: Dan Rigato, HR Administrator

Dear Dan;

During the past couple of months your office has been going through the bidding process to determine who the City of Las Vegas will utilize as our Third Party Administrator (TPA) for our Consumer Driven Health Plan and Dental programs effective Jan 1, 2011. The Insurance Committee met a little over a month ago to review the status and issues with Cigna, the current TPA, and to listen to a presentation by Quantum about their TPA services.

Prior to the Quantum presentation, Vicki Robinson presented some issues City employees and plan administrators are having with Cigna. In summary Cigna did not deliver the services and support which they originally promised and were contracted to provide. Customer service for our employees continues to be an issue even though the City has met with Cigna on several occasions to resolve the service issues. In addition, Cigna's reporting capabilities are weak and the plan administrators are not getting the timely information they need to properly manage the plan or information to utilize for planning and decision making purposes.

Quantum had a very strong presentation, they brought in the company President and three support people including the Account Manager for the City and the person in charge of implementation. The Coordinated Health/Care service model with a dedicated customer service phone line as well as a web site for employee access that we believe will enable our employees to utilize a single point of contact to manage their health care needs. The TPA is focused on managing care, employee communication and minimizing care costs for the City and its' employees.

Quantum has a unique service model and utilizes a team concept in working with employees:

- Patient Services Rep – handles most calls from employees, reviews employee information via a Quantum proprietary software system
- Nurses – work with Patient Services Rep and employee on case care and disease management
- Provider Relations Representative – individual who works with providers in the area on the employees behalf
- Account Manager – the individual that is responsible for managing our account and working with the Quantum team on difficult issues.

Along with the change in TPA the following plan changes will be made:

- Change physician network for the CDHP to Beechstreet
- Change claims payment to Meritain
- Change PBM to Catalyst
- Change dental network to Preferred Dental Network
- Change vision network to VSP

With these changes in network providers the city may realize over $250,000 in Rx savings and 8% savings in dental fees. In addition, the change to Quantum will result in no cost increases and may actually lower fees by 1%. Quantum's pricing model is based on sharing cost savings with their clients. The City has decided for the first year to use a fee based model and reconsider switching to a savings model in year two. There will be claims run out with Cigna for a few months in 2011.

Based upon the above information the Insurance Committee is pleased to announce that Quantum – Coordinated Health/Care was unanimously selected as the TPA that would be recommended to the City Council to become the new TPA effective January 1, 2011.

Sincerely,

Donald W. King, President
Chair, Insurance Committee

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to contract with HR Simplified for administration of employee Flexible Spending Account (FSA) claims ($15,000 - Self Insurance Internal Service Fund)

Fiscal Impact

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

Amount: $15,000.00
Funding Source: Self Insurance Internal Service Fund
Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:
The City currently offers employees a Section 125 Flexible Spending benefit through CIGNA, as part of an integrated health care program, including medical, dental and vision coverage. The Insurance Committee has elected to replace CIGNA, requiring the identification for FSA services, while offering the same benefit level to employees as the current plan, is anticipated to result in savings of an estimated $1,000.

RECOMMENDATION:
Approval to contract with HR Simplified for FSA administration services effect January 1, 2011

BACKUP DOCUMENTATION:
1. Lockton Memo Regarding Consumer Driven Health Plan Vendor Changes
2. Letter from LVCEA

LOCKTON®

MEMO

DATE: August 12, 2010

TO: Don King, Chairman, City of Las Vegas Insurance Committee

CC: Victoria Robinson, Manager, Insurance Services

FROM: Tanna Prince

SUBJECT: Consumer Driven Health Plan vendor changes

At the request of the Insurance Committee, Lockton recently concluded an evaluation of alternatives to replace the current vendors supporting the City's Consumer Driven Health Plan (CDHP).

Background

We were tasked with searching the market for a health plan partner, not merely an administrator, who could further the City's employee-centric medical plan. The City's consumer driven plan and wellness coaches platform required that we find a unique health care vendor that was firmly established and qualified to operate as the "health care" coach and administrator of the plan. Quantum Health was the single vendor we found to fit that description.

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Lockton and City representatives conducted extensive reference checks with Quantum clients, including other cities and municipalities, hospitals and universities. Results were uniformly excellent.

Other Health Care Service Providers

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- We recommend that the City contract with Quantum Health, and the claims payor associated with Quantum, Meritain. Meritain has significant consumer driven health plan experience, and is qualified to pay the plan's claims. The combined cost for Quantum's services and Meritain's claims administration is lower than the current costs for claims administration.

- We recommend that the City return to utilizing the Beechstreet Preferred Provider Organization (PPO) for physicians and other health plan providers. This is the large national PPO network used by the City from 2004 – 2008, so there will be minimal disruption for City employees. Estimated annual savings are $14,000. We recommend retaining the current hospital network.

- We recommend that the City contract with Meritain to pay dental claims utilizing the Preferred Dental Network, the largest dental network in Nevada. The combined cost for Meritain's dental administration and Preferred Dental's network access is lower than the current cost for dental administration. Estimated annual savings are $7,300.

- We recommend that the City return to utilizing CatalystRx, a national pharmacy benefit manager, originally founded in Las Vegas. The City worked successfully with Catalyst for many years. Catalyst has offered discounts calculated to generate annual savings of approximately $245,000 based on current prescription volume.

- We recommend that the City continue the agreement with Vision Service Plan (VSP) via a direct agreement instead of the current arrangement through the claims payor. Estimated annual savings are $3,000.

- We recommend that the City contract with HR Simplified, a professional administrative services provider exclusively focused on COBRA and flexible spending account administration. HR Simplified's fees for flex administration are lower than current fees. Estimated annual savings are $1,000.

In our opinion, based on the City's commitment to consumer driven health care and employee wellness, the above vendor partners will allow the plan to continue with the success it has had over many years.

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Dan Rigato, HR Administrator
City of Las Vegas
Department of Human Resources
Insurance Services Division
400 Stewart Ave
Las Vegas, NV 89101

Attn: Dan Rigato, HR Administrator

Dear Dan;

During the past couple of months your office has been going through the bidding process to determine who the City of Las Vegas will utilize as our Third Party Administrator (TPA) for our Consumer Driven Health Plan and Dental programs effective Jan 1, 2011. The Insurance Committee met a little over a month ago to review the status and issues with Cigna, the current TPA, and to listen to a presentation by Quantum about their TPA services.

Prior to the Quantum presentation, Vicki Robinson presented some issues City employees and plan administrators are having with Cigna. In summary Cigna did not deliver the services and support which they originally promised and were contracted to provide. Customer service for our employees continues to be an issue even though the City has met with Cigna on several occasions to resolve the service issues. In addition, Cigna's reporting capabilities are weak and the plan administrators are not getting the timely information they need to properly manage the plan or information to utilize for planning and decision making purposes.

Quantum had a very strong presentation, they brought in the company President and three support people including the Account Manager for the City and the person in charge of implementation. The Coordinated Health/Care service model with a dedicated customer service phone line as well as a web site for employee access that we believe will enable our employees to utilize a single point of contact to manage their health care needs. The TPA is focused on managing care, employee communication and minimizing care costs for the City and its' employees.

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Along with the change in TPA the following plan changes will be made:

- Change physician network for the CDHP to Beechstreet
- Change claims payment to Meritain
- Change PBM to Catalyst
- Change dental network to Preferred Dental Network
- Change vision network to VSP

With these changes in network providers the city may realize over $250,000 in Rx savings and 8% savings in dental fees. In addition, the change to Quantum will result in no cost increases and may actually lower fees by 1%. Quantum's pricing model is based on sharing cost savings with their clients. The City has decided for the first year to use a fee based model and reconsider switching to a savings model in year two. There will be claims run out with Cigna for a few months in 2011.

Based upon the above information the Insurance Committee is pleased to announce that Quantum – Coordinated Health/Care was unanimously selected as the TPA that would be recommended to the City Council to become the new TPA effective January 1, 2011.

Sincerely,

Donald W. King, President
Chair, Insurance Committee

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to contract with VSP (Vision Service Plan) as the City's vision plan provider effective January 1, 2011 ($186,000 - Self Insurance Internal Service Fund)

Fiscal Impact

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

Amount: $186,000.00
Funding Source: Self Insurance Internal Service Fund
Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:
The City currently offers employees a vision insurance benefit through CIGNA, as a part of an integrated health care program, including medical, dental and vision coverage. The insurance Committee has elected to replace CIGNA, requiring the identification of a new vision care provider for the City's employee benefit plan. The provider selected is VSP (formerly Vision Service Plan). The City has used this provider in the past and found them to provide good service levels and a broad selection of eye care professionals.

RECOMMENDATION:
Approval to contract with VSP for employee vision benefit services effective January 1, 2011

BACKUP DOCUMENTATION:
1. Lockton Memo Regarding Consumer Driven Health Plan Vendor Changes
2. Letter from LVCEA

LOCKTON®

MEMO

DATE: August 12, 2010

TO: Don King, Chairman, City of Las Vegas Insurance Committee

CC: Victoria Robinson, Manager, Insurance Services

FROM: Tanna Prince

SUBJECT: Consumer Driven Health Plan vendor changes

At the request of the Insurance Committee, Lockton recently concluded an evaluation of alternatives to replace the current vendors supporting the City's Consumer Driven Health Plan (CDHP).

Background

We were tasked with searching the market for a health plan partner, not merely an administrator, who could further the City's employee-centric medical plan. The City's consumer driven plan and wellness coaches platform required that we find a unique health care vendor that was firmly established and qualified to operate as the "health care" coach and administrator of the plan. Quantum Health was the single vendor we found to fit that description.

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Lockton and City representatives conducted extensive reference checks with Quantum clients, including other cities and municipalities, hospitals and universities. Results were uniformly excellent.

Other Health Care Service Providers

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- We recommend that the City return to utilizing the Beechstreet Preferred Provider Organization (PPO) for physicians and other health plan providers. This is the large national PPO network used by the City from 2004 – 2008, so there will be minimal disruption for City employees. Estimated annual savings are $14,000. We recommend retaining the current hospital network.

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- We recommend that the City return to utilizing CatalystRx, a national pharmacy benefit manager, originally founded in Las Vegas. The City worked successfully with Catalyst for many years. Catalyst has offered discounts calculated to generate annual savings of approximately $245,000 based on current prescription volume.

- We recommend that the City continue the agreement with Vision Service Plan (VSP) via a direct agreement instead of the current arrangement through the claims payor. Estimated annual savings are $3,000.

- We recommend that the City contract with HR Simplified, a professional administrative services provider exclusively focused on COBRA and flexible spending account administration. HR Simplified's fees for flex administration are lower than current fees. Estimated annual savings are $1,000.

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Dan Rigato, HR Administrator
City of Las Vegas
Department of Human Resources
Insurance Services Division
400 Stewart Ave
Las Vegas, NV 89101

Attn: Dan Rigato, HR Administrator

Dear Dan;

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Prior to the Quantum presentation, Vicki Robinson presented some issues City employees and plan administrators are having with Cigna. In summary Cigna did not deliver the services and support which they originally promised and were contracted to provide. Customer service for our employees continues to be an issue even though the City has met with Cigna on several occasions to resolve the service issues. In addition, Cigna's reporting capabilities are weak and the plan administrators are not getting the timely information they need to properly manage the plan or information to utilize for planning and decision making purposes.

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Based upon the above information the Insurance Committee is pleased to announce that Quantum – Coordinated Health/Care was unanimously selected as the TPA that would be recommended to the City Council to become the new TPA effective January 1, 2011.

Sincerely,

Donald W. King, President
Chair, Insurance Committee

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to contract with Coordinated Care Programs, LLC, a wholly owned subsidiary of Quantum Health, Inc. for Third Party Administration services for the City's Consumer Driven Health Plan, effective January 1, 2011 ($1,150,000 - Self Insurance Internal Services Fund)

Fiscal Impact

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

Amount: $1,150,000.00
Funding Source: Self Insurance Internal Service Fund
Dept./Division: Human Resources/Insurance Services Division

PURPOSE/BACKGROUND:
The City currently offers employees a Consumer Driven Health Plan which is a self insured medical benefit through CIGNA, as part of an integrated health care program, including medical dental, and vision coverage. The Insurance Committee has elected to replace CIGNA, requiring the identification of a new Third Party Administrator for the City's employee benefit plan. The provider selected is Coordinated Care Programs LLC, a wholly owned subsidiary of Quantum Health Inc. for Third Party Administration services. The City is aware that it is the intent of Coordinated Care Programs, LLC, to subcontract with Preferred Dental Network to provide the dental network, Meritain Health to provide bill payment services, and Beech Street Corporation to provide the medical provider network services. This program, while offering the same benefit level to employees as the current plan, is expected to be the same expense level as 2010.

RECOMMENDATION:
Approval to contract with Coordinated Care Programs LLC, a wholly owned subsidiary of Quantum Health Inc. for Third Party Administrative services effective January 1, 2011

BACKUP DOCUMENTATION:
1. Lockton Memo Regarding Consumer Driven Health Plan Vendor Changes
2. Letter from LVCEA

LOCKTON®

MEMO

DATE: August 12, 2010

TO: Don King, Chairman, City of Las Vegas Insurance Committee

CC: Victoria Robinson, Manager, Insurance Services

FROM: Tanna Prince

SUBJECT: Consumer Driven Health Plan vendor changes

At the request of the Insurance Committee, Lockton recently concluded an evaluation of alternatives to replace the current vendors supporting the City's Consumer Driven Health Plan (CDHP).

Background

We were tasked with searching the market for a health plan partner, not merely an administrator, who could further the City's employee-centric medical plan. The City's consumer driven plan and wellness coaches platform required that we find a unique health care vendor that was firmly established and qualified to operate as the "health care" coach and administrator of the plan. Quantum Health was the single vendor we found to fit that description.

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During the past couple of months your office has been going through the bidding process to determine who the City of Las Vegas will utilize as our Third Party Administrator (TPA) for our Consumer Driven Health Plan and Dental programs effective Jan 1, 2011. The Insurance Committee met a little over a month ago to review the status and issues with Cigna, the current TPA, and to listen to a presentation by Quantum about their TPA services.

Prior to the Quantum presentation, Vicki Robinson presented some issues City employees and plan administrators are having with Cigna. In summary Cigna did not deliver the services and support which they originally promised and were contracted to provide. Customer service for our employees continues to be an issue even though the City has met with Cigna on several occasions to resolve the service issues. In addition, Cigna's reporting capabilities are weak and the plan administrators are not getting the timely information they need to properly manage the plan or information to utilize for planning and decision making purposes.

Quantum had a very strong presentation, they brought in the company President and three support people including the Account Manager for the City and the person in charge of implementation. The Coordinated Health/Care service model with a dedicated customer service phone line as well as a web site for employee access that we believe will enable our employees to utilize a single point of contact to manage their health care needs. The TPA is focused on managing care, employee communication and minimizing care costs for the City and its' employees.

Quantum has a unique service model and utilizes a team concept in working with employees:

- Patient Services Rep – handles most calls from employees, reviews employee information via a Quantum proprietary software system
- Nurses – work with Patient Services Rep and employee on case care and disease management
- Provider Relations Representative – individual who works with providers in the area on the employees behalf
- Account Manager – the individual that is responsible for managing our account and working with the Quantum team on difficult issues.

Along with the change in TPA the following plan changes will be made:

- Change physician network for the CDHP to Beechstreet
- Change claims payment to Meritain
- Change PBM to Catalyst
- Change dental network to Preferred Dental Network
- Change vision network to VSP

With these changes in network providers the city may realize over $250,000 in Rx savings and 8% savings in dental fees. In addition, the change to Quantum will result in no cost increases and may actually lower fees by 1%. Quantum's pricing model is based on sharing cost savings with their clients. The City has decided for the first year to use a fee based model and reconsider switching to a savings model in year two. There will be claims run out with Cigna for a few months in 2011.

Based upon the above information the Insurance Committee is pleased to announce that Quantum – Coordinated Health/Care was unanimously selected as the TPA that would be recommended to the City Council to become the new TPA effective January 1, 2011.

Sincerely,

Donald W. King, President
Chair, Insurance Committee

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $150,000 of HOME Investment Partnership Funds (HOME) and $30,000 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) funds to Help of Southern Nevada to continue operation of their Tenant Based Rental Assistance Program (TBRA) – All Wards

Fiscal Impact

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

Amount: $180,000
Funding Source: HOME and RDA (18%)
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
Help of Southern Nevada is eligible to receive additional federal funds for the purpose of providing tenant-based rental assistance to individuals and families with an income of 60% AMI or lower with a preference for homeless or near homeless families. HELP of Southern Nevada has demonstrated a successful track record and high level of performance in administering and operating the Tenant Based Rental Assistance (TBRA) program. The additional funding will ensure continued operations and housing assistance for the next 9 months.

RECOMMENDATION:
Staff recommends that City Council approve the allocation of $180,000 to Help of Southern to provide tenant-based rental assistance and authorize the Mayor to execute any and all related agreements and documents required for the project following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $4,175,000 of Affordable Housing Special Revenue Fund (Redevelopment 18% Set Aside) to Community Development Programs Center of Nevada (CDPCN) for the development of the H Street Senior Apartments at 1327 H Street – Ward 5 (Barlow)

Fiscal Impact

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

Amount: $4,175,000
Funding Source: Affordable Housing Special Revenue (18% RDA)
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
On January 21, 2009, City Council approved the allocation of $2,000,000 of HOME funds to CDPCN for the construction of the H Street Senior Apartments, the third phase of a 159 unit affordable housing project. Nevada State Housing Division also invested approximately $5,500,000 in tax credit awards. Due to the downturn in the tax credit investor market, the developer was unable to sell the tax credits. This proposed allocation of Affordable Housing Special Revenue (RDA 18% Set-Aside) funding will complete this multi-phased development.

RECOMMENDATION:
Staff recommends approval of the Affordable Housing Special Revenue (Redevelopment 18% Set Aside) allocation and authorization of the Mayor to execute any and all related agreements and documents required for the project following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Community Development Programs Center of Nevada letter of request

Community Development Programs Center of Nevada
2009 Alta Drive Las Nevada 89106
702-873-8882 office 702-868-4274 fax

July 19, 2010

Tim Whitright, Manager
Neighborhood Development Division
City of Las Vegas
Las Vegas, Nevada 89101

RE: H Street Senior Apartments

Mr. Whitright,

Sarann Knight Family Apartments
Community Development Programs Center of Nevada (CDPCN) would like to again thank the Elected Officials and City staff for attending the Sarann Knight Family Apartments grand opening. It was a great day for the entire community as we reflected back on how the community has changed for the better and collectively we have eradicated the Emerald Breeze eyesore. Sarann Knight Apartments has leased all 82 apartments; occupancy is currently at 99%.

Sarann Knight is the first of three developments to be constructed on H Street & Monroe.

I Street Apartments Phase I & Phase II
We have commenced construction on the second development on H Street & Monroe. There will be 38 apartments in seven single story buildings along I street. I Street phase I (20 units) & I Street phase II (18 units) are expected to begin leasing apartments in December 2010.

H Street Senior Apartments
The third development on this site is H Street senior apartments. We have not been as successful with the progress of the H Street development even with an award of tax credits. The financial market has tightened within the past two years and has caused a downturn in the tax credit investor market. Our tax credit investor Alliant did not close the transaction and walked away from the closing table in December 2009. The construction lender, Bank of Nevada approved the construction loan and was ready to close on the construction loan when the tax credit investor walked away from the deal. We alternately lost the construction lender because we could not find a tax credit investor to replace Alliant. The construction lender will not release their funds unless they know prior to their funding there is an investor to take them out after construction completion and lease up. The timing couldn't be worst and has halted our ability to finish the final affordable housing development.

In order to preserve the tax credits the H Street development had to be built and placed in service by December 31, 2010 with a Certificate of Occupancy. We could not meet the date as the construction schedule requires ten months to complete construction. The tax credits were voluntarily returned to the State of Nevada Housing Division to ensure the State would not lose the use of the credits and CDPCN would not face future penalties. We ran out of time to utilize the tax credits.

Request for Funding

CDPCN understands the City has funds which need to be spent or may be lost if not spent timely. Our H Street development is a shovel ready project and will create a couple hundred new construction jobs and 3 full time permanent jobs. The requested funding would allow the H Street development to move forward to completion. H Street senior apartments is a three story building with (39) 1 & 2 bedroom apartments restricted to seniors (55+) and rents are restricted to $470 and $553 per month including utilities. There are 15 two bedroom, two baths apartments and 24 one bedroom, one bath apartment homes.

We recognize additional funding by the City would necessitate Prevailing wages which has been included in our hard cost budget. The requested funding of ($4,175,000) will be used as the construction funds to build the development. Approval by the City would allow the H Street senior development to commence and complete construction. CDPCN understands this is a large commitment of funds. CDPCN will be deferring $481,432 of its developer fee which will be paid from available cash flow. CDPCN has a $2,000,000 award of HOME Funds.
The total development budget is $6,656,000 as shown in the attached budget.

We thank you in advance for your consideration of CDPCN's funding request. Please do not hesitate to call me if you have any questions.

Frank Hawkins
CDPCN

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Facilities Relocation Agreement between the City of Las Vegas and NV Energy for the relocation of power facilities for the Charleston and Lamb Intersection Widening project at Charleston Boulevard and Lamb Boulevard ($932,424 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 3 (Reese) and County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $932,424
Funding Source: RTC
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is designing the intersection widening at Charleston Boulevard and Lamb Boulevard, which requires the redesign and relocation of NV Energy facilities within existing easements adjacent to the roadway right of way. This Facilities Agreement between the City of Las Vegas and NV Energy includes the design and relocation of NV Energy facilities to accommodate the roadway widening project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Facilities Relocation Agreement

FACILITIES RELOCATION AGREEMENT

This Facilities Relocation Agreement ("**Agreement**") is entered into by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas, Department of Public Works, a municipal corporation of the State of Nevada, ("**Applicant**"). The Parties are referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

(A) Utility owns and operates electric transmission and distribution facilities and provides electric service to the public in accordance with a tariff filed with the Public Utilities Commission of Nevada ("**Commission**").

(B) Utility holds certain Property Rights for the Facilities, which among other things permit Utility to locate and operate certain communication facilities and electric line systems for the distribution and transmission of electricity.

(C) [RESERVED]

(D) Applicant proposes to develop the property at the intersection of Lamb Boulevard and Charleston Boulevard and further described as all or a portion of APN(s) 161-05-110-001 through 161-05-110-004, 161-05-115-002 through 161-05-115-008, 161-05-102-006, 161-05-102-009, 161-05-102-011, 161-05-114-002, 140-31-803-001, 140-31-803-002, 140-32-401-001, 140-32-401-004, 140-32-401-013, and 140-32-401-014. Because the Development conflicts with the Facilities, Applicant has requested that Utility modify a portion of the Facilities currently located between Broad Albin Street and Arden Street ("**Original Location**"). The modification might include a relocation of certain Facilities

(E) Utility has determined that, in accordance with Rule 9, other applicable provisions in its Tariff Schedules, and this Agreement, it can modify its Facilities.

(F) Applicant agrees with Utility's proposed solution and agrees to pay all Costs associated with this Agreement.

(G) 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, transmission use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

(H) Applicant acknowledges that Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and the Facilities and provides all necessary Property Rights – all at Applicant's expense and to Utility's satisfaction.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

FACILITIES RELOCATION AGREEMENT

AGREEMENT

1. DEFINITIONS

In addition to other terms defined elsewhere in this Agreement, when the following terms appear, whether used in the singular or plural, they have the following meanings.

1.1 Betterment: Any deviation, modification or upgrade to the Facilities or any modification of the Plan and Profile made primarily for the benefit and at the voluntary election of Utility.

1.2 Contributions in Aid of Construction ("**CIAC**"): Costs including, but not limited to, those referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.3 Costs: Direct and indirect costs attributable to the Project, including, but not limited to, those for permitting; satisfying condition(s) of a Permit(s); engineering; procurement; construction; repair; materials/equipment; surveys; labor; material/equipment acquisition, handling and storage; contractors and subcontractors; acquisition of Property Rights, escrow fees; contract termination or cancellation fees; administrative and general overheads such as "Allowance for Funds Used During Construction" (AFUDC); remediation of a Hazardous Material(s) or otherwise contaminated soil or environment at the work site; local, state and federal taxes and assessments; Tax Effect; litigation guarantees; appraisals; attorneys' fees and expenses; compensation for Property Rights (permanent and temporary); expenses associated with acquiring an easement(s) for the modified facilities whether through negotiation or a condemnation lawsuit(s); and, expenses associated with terminating or dismissing a condemnation lawsuit(s). Costs incurred by Utility in good faith prior to the execution of this Agreement are included within this definition.

1.4 Development: Applicant's project commonly known as the Charleston Boulevard and Lamb Boulevard Road Widening and generally located at and near the intersection of Charleston Boulevard and Lamb Boulevard.

1.5 Effective Date: The last date on which this Agreement is signed by the Parties required to sign, as set forth in the signature blocks at the end of this Agreement.

1.6 Facilities: Utility's existing communication and electric line systems for the distribution and transmission of electricity commonly known as the Olive-Prince 69kV transmission line and the Prince-Winterwood distribution facilities.

1.7 Force Majeure: An event or condition that is beyond the control of the affected Party, that occurs without the fault or negligence of the affected Party, and that renders performance impossible or impractical. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, sabotage, a Hazardous Material relating to the Work Area (defined in Section 13.1), civil insurrection, fires, floods, earthquakes, lightning, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties (including a labor difficulty involving Utility's work force), and other events or conditions.

1.8 Hazardous Material: Any product, substance, chemical, material or waste whose presence, nature, quantity or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials is either: (A) potentially injurious to the public health, safety or welfare, or the environment; (B) regulated or monitored by any governmental authority; or (C) a basis for potential liability to any governmental agency or third party under any applicable Permit or Law.

1.9 Improvement Plans: Applicant's grading, detail, utility, and traffic drawings attached as Exhibit D to this Agreement.

1.10 In-Service Date: The date on which all modified facilities are operational, having passed all required testing as part of Utility's electric system, as determined by Utility in its discretion.

1.11 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.

1.12 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.

1.13 Plan and Profile: Utility's Project design showing the modifications to the Facilities. The Plan and Profile approved by the Parties is attached to this Agreement as Exhibit E.

1.14 Project: The engineering, inspection, survey, design, right-of-way work, procurement, permitting, construction and removal necessary to modify certain Facilities and associated appurtenances, as described in Section 2 and as further specified in Exhibit E.

1.15 Project Manager: The individual appointed by each Party to serve as the single point of contact for all issues relating to the Agreement.

1.16 Property Rights: Real property rights such as easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

1.17 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date. The applicable provisions of Rule 9 apply to this Agreement.

1.18 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those

rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.

1.19 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for CIAC and Applicant's non-cash contributions that Applicant must pay in accordance with the Nevada Administrative Code (NAC) § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate effect in Rule 9 as of the Effective Date.

1.20 Third-Party Attachments: Those attachments that are attached to or co-located with the Facilities.

2. PROJECT SCOPE

2.1 Utility's Scope of Work. Utility will, at Applicant's Cost, perform (or cause to be performed) the following in association with the Project:

(A) Perform engineering, survey, design, potholing and construction work in connection with the Project.

(B) Research land rights.

(C) Prepare this Agreement and the exhibits to it, including, but not limited to, the Plan and Profile.

(D) Modify transmission facilities:

(1) Remove seven (7) wood pole structure nos. X9025, X9027, X9028, P78923, X9029, X9030, X9031 and one (1) steel pole structure no. X20152.

(2) Install six (6) steel pole structure nos. X24426, X24427, X24428, X24429, X24430, and X24431.

(3) Transfer existing shield wire, transmission phase conductors, communications cable, and other electrical appurtenances as required.

(E) Modify distribution facilities:

(1) Remove four (4) wood pole structure nos. P78923, P80881, P84895, and P80885 and associated distribution conductors and equipment.

(2) Install three (3) wood pole structure nos. P102422, P102258, and P102259 and associated distribution conductors and equipment.

(3) Trench and install conduit, cable and associated equipment to re-feed existing distribution facilities on the north side of Charleston Blvd.

(4) Trench and install conduit, cable and associated equipment to relocate the distribution facilities underground in order to re-feed existing distribution facilities on the south side of Charleston Blvd.

(F) Provide notice to third parties that they must remove their Third-Party Attachments from certain Facilities.

2.2 Applicant's Scope of Work. In addition to other obligations identified in this Agreement, Applicant must (at no expense to Utility) coordinate relocation of Third-Party Attachments with the third parties. However, Utility will provide initial notice in accordance with Section 2.1(G).

2.3 [RESERVED]

3. PLAN AND PROFILE DEVELOPMENT

3.1 Preparing Plan and Profile. Based on information provided by Applicant and in accordance with Utility's standards, Utility prepared the Plan and Profile attached as Exhibit E. Applicant approved the Plan and Profile attached as Exhibit E.

3.2 Modifying Plan and Profile. Notwithstanding Section 16.4, Utility may (in its discretion) modify Exhibit E. This modified Plan and Profile will replace the Plan and Profile attached as Exhibit E on the Effective Date. Utility will provide Applicant with a copy of the modified Plan and Profile for informational purposes only.

4. IMPROVEMENT PLAN DEVELOPMENT AND TRANSMISSION USE AGREEMENT

4.1 Improvement Plans – General Requirements. Applicant must use a professional engineer, licensed in the State of Nevada, to prepare, sign, and affix stamps to the Improvement Plans. These drawings must show Facilities placement and identify adequate safety measures for the protection of the Facilities and the public in accordance with Utility's standards.

4.2 Submitting Improvement Plans to Utility. Within thirty (30) days of the date of execution of this Agreement and before continuing with (or beginning) any work, entering or encroaching onto Utility's Property Rights, or working near the Facilities, Applicant must submit its final Improvement Plans to Utility for review and written comment by Utility's Land Services Department and Transmission Engineering Department. Applicant must correct all deficiencies identified by Utility.

4.3 Utility Approval Notice. Within five (5) business days after Utility's Land Services Department and its Transmission Engineering Department approve the location of the modified facilities in relation to the improvements identified on the Improvement Plans initially submitted to them by Applicant, Utility will send Applicant written notice that approval ("**Approval Notice**").

4.4 Submitting Improvement Plans to Governmental Entity(ies). After Utility sends Applicant the Approval Notice, Applicant must submit the Improvement Plans to the appropriate governmental entity(ies) for review and approval and must obtain written authorization by the governmental entity(ies) permitting road closures for maintenance and construction and as otherwise required.

4.5 Revisions to Improvement Plans; Additional Approvals Required. Before submitting revisions to the Improvement Plans to the appropriate government authority(ies) for approval, Applicant must submit all changes to the Improvement Plans to Utility's Land Services Department and Transmission Engineering Department for review and comment. Applicant must correct all deficiencies identified by Utility. Within five (5) business days after Utility's Land Services Department and its Transmission Engineering Department approve the location of the modified facilities in relation to the improvements identified on the revised Improvement Plans, Utility will notify Applicant of that approval in the form of Utility's standard government authorization letter or that no comment is required by Utility.

4.6 Executing Transmission Use Agreement. If any portion of the Facilities and modified facilities are on property owned or controlled by a private third party, Utility's consent to existing, approved improvements on that property will be documented through Utility's standard transmission use agreement, a copy of which is attached as Exhibit F. If Applicant is acquiring an easement for the modified facilities through private negotiation, Applicant must use commercially reasonable efforts to obtain a transmission use agreement from the third party. However, if Applicant is acquiring an easement for the modified facilities through condemnation, Applicant is not required to obtain a transmission use agreement from the third party.

5. PROJECT SCHEDULE

5.1 Project Schedule. Utility will make commercially reasonable efforts to complete the Project substantially in accordance with the Project schedule attached to this Agreement as Exhibit C ("**Schedule**") but failure to meet any scheduled date is not a Utility event of default.

5.2 Modification of Schedule. Each Party must promptly provide written notice to the other of any change in the Schedule or any factor that is delaying or threatens to delay the Schedule. Utility may, in its discretion, provide a modified Schedule to Applicant. If Utility provides Applicant with a modified Schedule, then (notwithstanding Section 16.4) this modified Schedule will replace all previously issued Schedules.

5.3 Expediting Schedule. Applicant, at its sole Cost, may request that Utility use commercially reasonable efforts to expedite the Project In-Service Date.

5.4 Project Completion. The Project is deemed complete (A) after Utility receives all Property Rights in accordance with Section 6 and (B) after Utility completes modification of the Facilities in accordance with the Plan and Profile.

6. SITE ACCESS, INFORMATION REQUESTED BY UTILITY, PROPERTY RIGHTS, AND APPLICABLE PERMITS

6.1 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

6.2 Obligation to Provide Information to Utility. Within ten (10) business days after Utility's written request, Applicant must provide information and documentation requested by Utility, such as information and documentation relating to the Development; to the amount(s) Applicant paid, if any, for third-party Property Rights; and, to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12.

6.3 Obligation to Acquire and Convey Property Rights. Applicant must, without expense to Utility, grant and convey (or use commercially reasonable efforts to obtain for Utility) all Property Rights in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights. If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Cost) will, if permitted by Law, acquire those Property Rights so that they are satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.4 Condition Precedent to Commence Construction. Utility is not obligated to commence any construction or removal work in connection with the Project until after the Property Rights are granted to Utility in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights) and until after Utility obtains all Permits.

6.5 Permits for the Project.

(A) Obtaining Permits. Utility will obtain all Permits that it deems necessary for, or incidental to, the construction and continued operations and maintenance of the Project.

(B) Providing Assistance with Permits. Applicant must provide reasonable assistance, as Utility may request, to obtain these Permits. Applicant's support may include such things as writing letters of support to the applicable governmental authorities, speaking on behalf of Utility at hearings at Utility's request, and other actions reasonably requested to assist Utility in obtaining necessary governmental authorizations.

7. COST RESPONSIBILITY, PAYMENT AND SETTLEMENT

7.1 Responsibility for Costs.

7.1 Responsibility for Costs

(A) General Obligation. Applicant is responsible for all Costs associated with this Agreement.

(B) Purchase Order. Applicant must deliver a purchase order to Utility in the amount of the Estimated Cost. Utility has no obligation to continue

or begin any work in connection with this Agreement until after it receives the purchase order from Applicant.

(C) Modified Purchase Order. At any time after Utility receives the purchase order required by Section 7.1(B), 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 (without liability to Applicant) may stop all work on the Project.

(D) Increased Costs. If a condition in the field or some other event (such as surface or subsurface field conditions or conditions in a Permit) affects construction of the Project, affects Utility's ability to complete the Project or increases the Cost of the Project, Applicant is responsible for those increased Costs

7.2. Estimated Cost. The estimated Cost is $932,242.00 ("**Estimated Cost**"). Applicant must pay the Estimated Cost to Utility when Applicant delivers the signed Agreement to Utility. The actual Costs might be more or less than the Estimated Cost and it is possible that not all Costs are identified on Exhibit B; however, Applicant is required to pay the actual Costs.

7.3. Cost True-Up. No later than 60 days after the In-Service Date and after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the Estimated Cost to the actual Costs associated with this Agreement, as amended, and with the Design Cost Agreement ("**Cost True-up**"). Utility will either invoice or refund the difference to Applicant.

7.4. Invoicing. Utility may periodically invoice Applicant for its Costs under this Agreement. Applicant must pay all invoices, even if Utility sends Applicant an invoice after Utility performed a Cost True-up and even if Utility provided a refund.

7.5. Payment of Invoices; Work Stoppage for Non-Payment. No later than thirty (30) days after receiving an invoice from Utility, Applicant must pay the invoice in full. If Utility does not receive timely payment, then Utility, in its discretion and without liability to Applicant, may stop some or all work on the Project, complete the Project, move the Facilities that have been (or are partially) modified back to the Original Location in accordance with Utility's standards. Any delay in payment might result in a delay in completion of the Project.

7.6. 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.

7.7. Interest on Amounts Due Utility. Any amount unpaid by Applicant and due 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.

7.8. Right to Set Off.

(A) 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.

(B) 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:

(1) The value of any claim against Utility that Applicant has failed to settle in accordance with any indemnity obligation; and

(2) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development (see Section 8.4(B)).

(3) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development (see Section 8.4(C)).

(C) Other Rights and Remedies. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it may have.

7.9. Applicant's Obligation to Pay Tax Effect. It is Utility's understanding that the modifications to the Facilities are not necessary to support electric load increases and will not be used to provide service to Applicant's Development and that Utility is modifying its Facilities so that Applicant may expand, modify or relocate a public roadway. Utility therefore believes the payments from Applicant to Utility under this Agreement will not subject Utility to income tax liability pursuant to section 118 of the Internal Revenue Code of 1954. Accordingly, Utility has not requested that Applicant advance Utility the Tax Effect. However, if the Internal Revenue Service later determines that Utility – because of the modifications to the Facilities – is subject to such tax liability, Applicant must pay Utility the Tax Effect, including interest and penalties; the estimated Tax Effect is $244,247.40.

8. DEFAULT, TERM, AND OBLIGATIONS SURVIVING TERMINATION

8.1 Default.

(A) 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 the particular failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to

declare a default. The Non-Defaulting Party 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.

(B) Utility's Right to Terminate. Notwithstanding Section 8.1(A), Utility may immediately terminate this Agreement if Utility is unable to obtain applicable Permits or Property Rights it deems necessary after making commercially reasonable efforts to do so.

(C) Notice to Utility's Legal Department. In addition to sending Section 8.1(A) written notice to Utility's Project Manager, Applicant must also send a copy of that notice to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

8.2. Term of Agreement. This Agreement is effective on the Effective Date. Unless termination occurs under Section 8.1, Section 9.4, Section 10.3 or another Section, this Agreement terminates five (5) years from the Effective Date in accordance with Rule 9, Section B.5.

8.3. Duty to Mitigate.

(A) Taking Reasonable Actions to Mitigate Costs. At Applicant's Cost, the Parties must take all reasonable actions to minimize the Costs associated with Agreement termination, whether termination occurs under Section 8.1, Section 9.4, Section 10.3 or otherwise. These actions may include, but are not limited to, such things as stopping some or all Project work, completing the Project, moving the Facilities that have been (or are partially) modified back to the Original Location in accordance with Utility's standards, acquiring Property Rights through condemnation, and dismissing condemnation lawsuits, if any. An action is not reasonable if it inhibits, prevents or otherwise negatively impacts Utility's ability to provide electric service to its customers – as determined by Utility in its discretion.

(B) Applicant's Obligation to Resolve Conflicts. If Utility moves the Facilities that have been (or are partially) modified back to the Original Location, Applicant 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. Applicant acknowledges that it might incur additional Costs and expenses, such as further revising its Improvement Plans, submitting those plans to Utility for review and comment, obtaining approval of those plans from the governmental entity(ies), relocating improvements on its property, and modifying the Facilities.

(C) True Up. If the Agreement terminates and Utility has not performed a Section 7.3 Cost True-up, then no later than sixty (60) days after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the

Estimated Cost to the actual Costs associated with this Agreement. Utility will either invoice or refund the difference to Applicant.

(D) This Section 8.3 survives termination of the Agreement.

8.4. Obligations Surviving Default or Termination. 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) Paying all Costs associated with the Agreement, whether incurred before or after excuse of performance, default or termination, and paying all Costs that result from excuse of performance, termination or a Party's default.

(B) Resolving all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development, at Applicant's Cost.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development.

(D) Applicant's obligations under Section 4.

(E) Applicant's obligations under Section 6.

(F) Applicant's obligations under Section 8.3.

The provisions of Section 7.4, Section 7.5, Section 7.6, and Section 7.7 continue to apply to Section 8.4.

9. FORCE MAJEURE (EXCUSABLE DELAY)

9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, Utility must promptly notify Applicant in writing of the delay within twenty (20) business days after Utility has actual knowledge that a Force Majeure event exists. This notice must include a description of the delay and the cause and estimated duration of the delay.

9.2 Duty to Mitigate Effects of Delay. Utility must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

9.3 Notice of Resumption of Performance. Utility must promptly notify Applicant in writing when the Force Majeure event has ended and when performance will resume.

9.4 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 prior written notice to Applicant.

10. HAZARDOUS MATERIALS

10.1 Work Suspension; Notifying Applicant. Upon discovery of a Hazardous Material or otherwise contaminated soil, water or environment at the work site, Utility will stop

work and immediately notify Applicant's Project Manager of the unacceptable site condition ("**USC**").

10.2 Notifying Governmental Authority. When required by Law as determined by Utility, Utility will notify the appropriate governmental authority(ies), such as but not limited to the Nevada Division of Environmental Protection, (collectively, "**NDEP**") of the USC.

10.3 Remediation or Termination. At its option, Applicant may either remediate the USC at its Cost or terminate the Agreement. Within fifteen (15) business days after the date identified on Utility's Section 10.1 notice, Applicant must provide Utility with written notice of its decision to remediate or terminate ("**Section 10.3 Notice**"). If Applicant does not provide Utility with this notice in a timely manner, then Utility (without liability to Applicant) may terminate the Agreement.

10.4 Remediation Requirements. If Applicant decides to remediate the USC, Applicant must remediate the USC in accordance with Subsection (A) or Subsection (B), as applicable.

(A) Remediation When NDEP Involvement Is Required. Within twenty-one (21) days after providing Utility with Section 10.3 Notice, Applicant must develop a corrective action plan ("**Corrective Action Plan**"), submit the Corrective Action plan to the NDEP, and provide a copy of the Corrective Action Plan to Utility. After receiving written approval of the Corrective Action Plan from the NDEP, Applicant must complete remediation the earlier of (1) the date specified in the Corrective Action Plan or (2) within sixty (60) days of the date specified on that written approval from the NDEP. Promptly after completing remediation of the USC, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "closure letter" or similar letter from the NDEP.

(B) Remediation When NDEP Involvement Is Not Required. With respect to the USC that Utility has identified in its notice to Applicant under Section 10.1 but that does not require notification to NDEP as determined by Utility and within twenty-one (21) days after providing Utility with Section 10.3 Notice, Applicant must develop a remediation plan ("**Remediation Plan**") and provide a copy of the Remediation Plan to Utility for review and concurrence. Applicant must complete remediation of the USC within sixty (60) days of developing the Remediation Plan. If the remediation work cannot be completed within the 60-day period and Applicant is using commercially reasonable efforts to accomplish the remediation, the period for performing the remediation work will be extended until remediation is completed. But remediation must be completed within six (6) months of the date identified on the Section 10.3 Notice. Promptly after completing remediation, Applicant must notify Utility in writing that Applicant believes remediation is complete.

Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "no further requirement letter" or similar correspondence from a State of Nevada Certified Environmental Manager, who is approved by Utility.

11. PRECEDENCE

11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to 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. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 7 of this Agreement are the versions of those rules that are in effect as of the Effective Date. Notwithstanding Section 16.4, 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.

11.2 Integration. This Agreement, together with all other written agreements executed with the same formality as this instrument directly in connection with the Project such as the Design Cost Agreement, represent the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

12. CONFIDENTIALITY

12.1 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, may be confidential.

12.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

12.3 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 12 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 12 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

13. INSURANCE

13.1 Insurance. Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in the Work Area (defined below) to procure and maintain in effect, the insurance coverages set forth in Exhibit G until after all conflicts between the Facilities and the Development are resolved to Utility's satisfaction and until after Applicant's contractors and subcontractors have completed their work in the Work Area. The "**Work Area**" means the area where the Facilities are located and the area where the modified facilities will be located. This

insurance requirement does not apply to Applicant if Applicant, its contractors and its subcontractors are not performing any work in the Work Area. 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 [RESERVED]

14. REPRESENTATIONS

14.1 Utility's Standing in Nevada. Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

14.2 Applicant's Standing in Nevada. Applicant represents that, as of the date of this Agreement, it (A) is duly organized, validly existing and in good standing under the laws of the State of Nevada, (B) is registered as a foreign corporation, if applicable, and (C) is licensed to do business in the State of Nevada, and (D) has valid corporate or governmental power to enter into and perform all of its obligations under this Agreement.

14.3 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.

15. NOTICES

15.1 Method of Delivery. 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 Manager as identified in Exhibit A.

15.2 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 Manager or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

15.3 Reference to Contract Number. Applicant must include a reference to contract number 07-01101FRA in any notice to Utility and when paying any invoice.

15.4 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Section 8, Section 9, Section 10, or Section 13, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, NV 89146
FAX: (702) 402-2069

16. MISCELLANEOUS PROVISIONS

16.1 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.

16.2 No Obligation to Provide Electric Service to Development. Utility does not have an obligation to provide electric service to Applicant's Development until after (A) Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction, (B) Applicant resolves all conflicts between the Development and Utility's Property Rights, at Applicant's Cost and to Utility's satisfaction, (C) pays the Estimated Cost in accordance with Section 7, and (D) Applicant satisfies all of its other obligations under this Agreement. If Applicant requires electric service for its Development and Utility must modify its system in order to provide the requested electric service, Applicant must follow Utility's procedures and enter into a separate contract for that electric service.

16.3 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.

16.4 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

16.5 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, 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.

16.6 Assignment. This Agreement is 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. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other

Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

16.7 Choice of Law and Venue. This Agreement is governed by and will be 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.

16.8 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. This discretion is not subject to any external standard, including, but not limited to, any standard of custom, "good faith" or reasonableness.

16.9 Commercially Reasonable Efforts. Reference in this Agreement to the "commercially reasonable efforts" of a Party means that, with respect to a given goal, the efforts that a reasonable person in the position of that Party would use so as to achieve that goal as expeditiously as possible.

16.10 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.

16.11 Remedies. All rights and remedies of the Parties provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other available remedies at law, in equity, or otherwise.

16.12 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.

16.13 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.

16.14 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.

16.15 Independent Contractors. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

NEVADA POWER COMPANY
d/b/a NV Energy

By: _____
Kip Jackson
Major Projects Director

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman
Mayor

Date: _____

ATTEST:

By: _____
Beverly K. Bridges, MMC
City Clerk

Date: _____

APPROVED as to form:

By: John S. Ridilla
John S. Ridilla
Deputy City Attorney

Date: 6/10/10

FACILITIES RELOCATION AGREEMENT

Exhibit A

Agreement Contacts

Utility (Nevada Power Company d/b/a NV Energy)	
Address	6226 W. Sahara Avenue Las Vegas, NV 89146
Mailing Address	P.O. Box 98910, M/S 10 Las Vegas, NV 89151-0001
Project Manager	Nitin Modi
Telephone	(702) 402-2657
Cellular Telephone	(702) 467-0667
FAX	(702) 402-5489
Email	nmodi@nvenergy.com

Applicant (City of Las Vegas, Department of Public Works)	
Address	400 Stewart Avenue Las Vegas, Nevada 89101
Project Manager	Jeremy P. Leavitt, P.E.
Telephone	(702) 229-6278
Cellular Telephone	(702) 376-7098
FAX	(702) 382-3232
Email	jeleavitt@lasvegasnevada.gov

Exhibit B
Estimated Costs

Description	Amount
Distribution Work Order	
Feeder Design	$ 15,584.00
Trenching	$ 8,900.00
NVE Construction (Labor & Materials)	$ 143,525.00
Land Services (Labor & Acquisition)	$ 25,760.00
Distribution Survey/Construction Staking	$ 3,058.00
Removal Labor	$ 24,719.00
Distribution Sub Total	$ 221,546.00
Transmission Work Order	
Engineering	$ 104,616.00
Materials	$ 156,812.00
Installation Labor	$ 177,882.00
Removal Labor	$ 14,375.00
Project Supervision	$ 37,215.00
Administrative Expenses	$ 4,663.00
Transmission Sub Total	$ 495,563.00
Project Sub-Total	$ 717,109.00
30% Contingency	$ 215,133.00
Estimated Cost	$ 932,242.00

Exhibit C
Project Schedule

[Attached]

Exhibit C

Activity ID	Activity Name	Start	Finish	OD	RD	Total Float
VC CLV CHARLESTON LAMB		19-Feb-07 A	31-May-11	508	320	402
VC.- Project Management		28-Feb-07 A	31-May-11	508	51	32
VC..00 COMMON		28-Feb-07 A	31-May-11	508	51	32
CCCOM0010	PROJECT INITIATION	28-Feb-07 A	28-Feb-07 A	1	0	
CCCOM0080	PROJECT IN-SERVICE	21-Mar-11	21-Mar-11*	1	1	19
CCCOM0090	PROJECT COMPLETE		31-May-11*	0	0	33
VC.TL710	TL710 CLV CHARLESTO...	01-May-07 A	19-May-11	501	313	409
VC.TL710.51	TRANSMISSION PRELIMINARY...	01-May-07 A	31-Aug-08 A	59	0	
VCCHB5100	TRANSMISSION PRELIMINARY DE...	01-May-07 A	31-Aug-08 A	60	0	
VC.TL710.53	OH LINE DESIGN	31-Aug-08 A	30-Sep-08 A	190	0	
VCCHB5300	OH LINE DESIGN	31-Aug-08 A	30-Sep-08 A	195	0	
VC.TL710.52	TRANSMISSION MATERIAL PR...	01-Oct-08 A	03-Jan-11	404	216	96
VCCHB5200	TRANSMISSION MATERIAL PROC...	01-Oct-08 A	15-Mar-10	293	11	267
VCCHB5281	Structures Payment	01-Oct-08 A	30-Apr-10	250	45	273
VCCHB5282	DRAW CONDUCTOR FROM STOCK	03-Jan-11*	03-Jan-11	1	1	67
VCCHB5283	DRAW INSULATORS FROM STOCK	03-Jan-11*	03-Jan-11	1	1	67
VC.TL710.62	FOUNDATION CONSTRUCTION	01-Feb-11	14-Feb-11	10	10	37
VCCHB6200	DRILL HOLES & FOUNDATION CO...	01-Feb-11*	14-Feb-11	10	10	37
VC.TL710.64	TRANSMISSION OUTAGES	01-Feb-11	01-Apr-11	44	44	443
VCCHB6420	CONSTRUCTION LINE OUTAGES	01-Feb-11	01-Apr-11	60	60	640
VC.TL710.61	OH LINE CONSTRUCTION	15-Feb-11	29-Mar-11	31	31	37
VCCHB6100	OH LINE CONSTRUCTION	15-Feb-11	28-Mar-11	30	30	37
VCCHB6180	Trans Facilities In-Service (Update P...	29-Mar-11	29-Mar-11	1	1	37
VC.TL710.68	TRANSMISSION CLOSE-OUT	30-Mar-11	19-May-11	37	37	35
VCCHB6800	TRANSMISSION CLOSE-OUT	30-Mar-11	18-May-11	36	36	37
VCCHB6830	REMOVALS	30-Mar-11	26-Apr-11	20	20	53
VCCHB6850	Trans Const Complete (Update PID t...	19-May-11	19-May-11	1	1	37
VC.D6183	CLV CHARLESTON - LAM...	19-Feb-07 A	31-May-11	507	125	32
VC.D6183.93	FEEDER ROUTE	19-Feb-07 A	04-Mar-07 A	79	0	
VCDST9300	FEEDER ROUTE	19-Feb-07 A	04-Mar-07 A	80	0	
VC.D6183.25	DISTRIBUTION FEEDERS	04-Mar-07 A	31-May-11	507	125	32
VCDST2520	DISTRIBUTION FEEDER DESIGN	04-Mar-07 A	09-Nov-08 A	40	0	
VCDST2550	DISTRIBUTION SURVEY & CONST...	06-Dec-10*	17-Dec-10	10	10	19
VCDST2560	TRENCHING CONSTRUCTION	20-Dec-10	21-Jan-11	25	25	19
VCDST2570	NPC CONSTRUCTION	24-Jan-11	18-Mar-11	40	40	19
VCDST2575	REMOVALS	14-Mar-11	18-Mar-11	5	5	19
VCDST2580	Distribution In-Service Date (Update ...	21-Mar-11	21-Mar-11	1	1	19
VCDST2595	Distribution Construction Complete (...	31-May-11	31-May-11	1	1	33

TASK filters: (Untitled Filter)_2, (Untitled Filter)_3.

(c) Primavera Systems, Inc

Exhibit D
Improvement Plans

[Attached]

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract 525e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $500,000 for the Decatur Boulevard, Meadows Lane to Sahara Avenue project ($500,000 - RTC) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $500,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an interlocal contract with the Regional Transportation Commission of Southern Nevada (RTC) on November 10, 2005 and supplemental interlocal contracts on January 8, 2009, February 12, 2009, June 11, 2009 and March 11, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Decatur Boulevard, Meadows Lane to Sahara Avenue project. This Supplemental Interlocal Contract will increase project funding in the amount of $500,000. Total cost of the project shall not exceed $3,819,000. The RTC approved this contract at their September 9, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 525e

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5
DECATUR BOULEVARD, MEADOWS LANE TO SAHARA AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 made and entered into this 9th day of September, 2010 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on November 10, 2005 and a supplemental interlocal contracts on January 8, 2009, February 12, 2009, June 11, 2009 and March 11, 2010 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Decatur Boulevard, Meadows Lane to Sahara Avenue, being located wholly within the CITY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition, and right-of-way other; and,

WHEREAS, the CITY desires to increase funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION II – PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

The total cost for construction, engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition and utility relocation shall not exceed $3,819,000.

1. The remainder of the Interlocal Contract dated November 10, 2005 and supplemental interlocal contracts dated January 8, 2009, February 12, 2009, June 11, 2009 and March 11, 2010 shall remain unchanged.

...

...

...

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 5 is effective as of the date first set forth above.

Date of Commission Action:

9/9/10

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 9/28/10

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract 484e between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $1,000,000 for the traffic capacity improvements at the intersection of Lamb Boulevard and Charleston Boulevard ($1,000,000 - RTC) - Ward 3 (Reese)

Fiscal Impact

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

Amount: $1,000,000
Funding Source: RTC
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission (RTC) on September 9, 2004, and supplemental interlocal contracts on December 11, 2008, October 8, 2009, December 10, 2009 and March 11, 2010 for construction, engineering, right-of-way acquisition and right-of-way other for traffic improvements at the intersection of Charleston Boulevard and Lamb Boulevard. This Supplemental Interlocal Contract 484e will increase project funding in the amount of $1,000,000. Total cost of the project shall not exceed $1,816,000. The Regional Transportation Commission of Southern Nevada approved this contract at their September 9, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 484e

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5
LAMB BOULEVARD/CHARLESTON BOULEVARD TRAFFIC IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5, made and entered into this 9th day of September, 2010 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITYand the Regional Transportation Commission of Southern Nevada hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Lamb Boulevard/Charleston Boulevard traffic capacity enhancements located partially within the CITY and partially within Clark County, has been approved by the RTC.

WHEREAS, the parties have executed an Interlocal Contract dated September 9, 2004 and supplemental interlocal contracts dated December 11, 2008, October 8, 2009, December 10, 2009 and March 11, 2010; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering and right-of way other; and,

WHEREAS, the CITY wishes to increase Project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows:

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding for Project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering, right-of-way acquisition and right-of-way other shall not exceed $1,816,000.

2. The CITY will be issued a revised "Authorization to Proceed" for engineering design at a cost not to exceed $936,000, right-of-way acquisition at a cost not to exceed $800,000, and right-of-way other at a cost not to exceed $80,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated September 9, 2004 and supplemental interlocal contracts dated December 11, 2008, October 8, 2009, December 10, 2009 and March 11, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 5 is effective as of the date first set forth above.

Date of Commission Action:

9/9/10

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 9/28/10

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract 661a between the City of Las Vegas, and the Regional Transportation Commission of Southern Nevada (RTC) to increase funding in the amount of $500,000 for the engineering design for the Main Street/Commerce Street One-Way Couplet ($500,000 - RTC) - Ward 3 and 5 (Reese and Barlow)

Fiscal Impact

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

Amount: $500,000
Funding Source: RTC
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on August 12, 2010 for design and right-of-way other for roadway improvements associated with the Main Street/Commerce Street One-Way Couplet project. This Supplemental Interlocal Contract 661a will increase project funding in the amount of $500,000. Total cost of the contract shall not exceed $1,750,000. The Regional Transportation Commission of Southern Nevada approved this contract at their September 9, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 661a

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
MAIN STREET / COMMERCE STREET ONE-WAY COUPLET

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this 9th day of September, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on August 12, 2010 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Main Street / Commerce Street One-Way Couplet located totally within the CITY;

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering, and right-of-way other; and,

WHEREAS, the CITY desires to increase funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION II: PROJECT COSTS

The RTC agrees to provide from Senate Bill 5 (SB5) funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way acquisition, right-of-way other, utility relocation and construction shall not exceed $1,750,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $1,650,000 and for right-of-way other in an amount not to exceed $100,000, at the time written "Authorization to Proceed" is received from the RTC. The design contract for this project will be awarded by October 11, 2010 or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be re-appropriated to the next highest ranked project on the SB5 pending list.

3. A supplemental interlocal contract and a separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

The remainder of the Interlocal Contract dated August 12, 2010 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

9/9/10

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ricci 9/28/10

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract 537d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $1,500,000 for the Cliff Shadows, Buckskin to Lone Mountain Road project ($1,500,000 - RTC) - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on July 13, 2006 and supplemental interlocal contracts on December 11, 2008, June 11, 2009 and March 11, 2010 for construction, engineering, right-of-way acquisition and right-of-way other for roadway improvements for the Cliff Shadows Parkway, Buckskin Avenue to Lone Mountain Road project. This Supplemental Interlocal Contract 537d will decrease project funding in the amount of $1,500,000. The contract is being reduced to align projected and actual expenses. Total cost of the contract shall not exceed $2,941,000. The Regional Transportation Commission of Southern Nevada approved this contract at their September 9, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 537d

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
CLIFF SHADOWS, BUCKSKIN TO LONE MOUNTAIN ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 made and entered into this 9th day of September, 2010 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on July 13, 2006 and supplemental interlocal contracts on December 11, 2008, June 11, 2009 and March 11, 2010 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Cliff Shadows, Buckskin to Lone Mountain Road located wholly within the CITY, being located wholly within the CITY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY desires to decrease funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding for Project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering, right-of-way acquisition and right-of-way other shall not exceed $2,941,000.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $2,135,000 engineering at a cost not to exceed $480,000, right-of-way acquisitions at a cost not to exceed $266,000, and right-of-way other at a cost not to exceed $60,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated July 13, 2006 and supplemental interlocal contracts dated December 11, 2008, June 11, 2009 and March 11, 2010 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

Date of Commission Action:

9/9/10

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

Zev Kaplan

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 9/28/10

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

155A Cliff Shadows Pkwy, Buckskin Av to Lone Mtn 537d

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Supplemental Interlocal Contract 639a between the City of Las Vegas, and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $500,000 for improvements associated with Centennial Parkway/Sky Pointe Drive Connections at US-95 project - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on June 10, 2010 for design and right-of-way other for roadway improvements associated with the Centennial Parkway/Sky Pointe Drive Connections at US-95 project. This Supplemental Interlocal Contract 639a will decrease project funding in the amount of $500,000. The contract is being reduced to better align project costs with projected expenses. Total cost of the contract shall not exceed $1,650.000. The Regional Transportation Commission of Southern Nevada approved this contract at their September 9, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract 639a

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
CENTENNIAL PARKWAY / SKY POINT DRIVE CONNECTIONS AT US-95

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this 9th day of September, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, RTC approved an Interlocal Contract on June 10, 2010 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for the Centennial Parkway / Sky Pointe Drive Connections at US-95, located wholly within the CITY, being located wholly within the CITY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering, and right-of-way other; and,

WHEREAS, the CITY desires to decrease funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION II: PROJECT COSTS

The RTC agrees to provide from Senate Bill 5 (SB5) funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way acquisition, utility relocation and construction shall not exceed $1,650,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $1,600,000, and right-of-way other at an amount not to exceed $50,000 at the time written "Authorization to Proceed" is received from the RTC. The design contract for this project will be awarded by October 11, 2010 or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be re-appropriated to the next highest ranked project on the SB5 pending list.

3. A supplemental interlocal contract and a separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

The remainder of the Interlocal Contract dated June 10, 2010 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

9/9/10

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 9/28/10

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of First Supplemental Interlocal Contract LAS16I09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase design engineering funding in the amount of $196,194 for the design of the Ann Road Channel West – Rainbow Boulevard ($196,194 - CCRFCD) - Ward 6 (Ross)

Fiscal Impact

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

Amount: $196,194
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On December 10, 2009, the Clark County Regional Flood Control District entered into an Interlocal Contract with the City of Las Vegas for design of Ann Road Channel West - Rainbow. This First Supplemental Interlocal Contract is requesting to increase design engineering funding to allow for the increased design associated with the extension of the facility one quarter mile north to Tropical Parkway and potential utility conflicts associated with a large diameter water line. The total cost of the project shall not exceed $400,000. The Clark County Regional Flood Control District approved this contract at their September 9, 2010 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS16I09

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

ANN ROAD CHANNEL WEST – RAINBOW BOULEVARD

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of September, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers ANRB 0000, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, an Interlocal Contract was entered into between the DISTRICT and the CITY on December 10, 2009; and

WHEREAS, The City desires to increase design engineering costs.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS shall be changed to read as follows:

1. The engineering and design shall not exceed $396,000.

2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, and appraisals at a cost not to exceed $2,000.

3. Environmental Mitigation in an amount not to exceed $2,000.

4. The total cost of this Contract shall not exceed $400,000 which includes all the items described in the paragraphs above.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of this Interlocal Contract dated December 10, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Kistler 9/29/10
Deputy City Attorney Date

Date of District Action

September 9, 2010

Regional Flood Control District

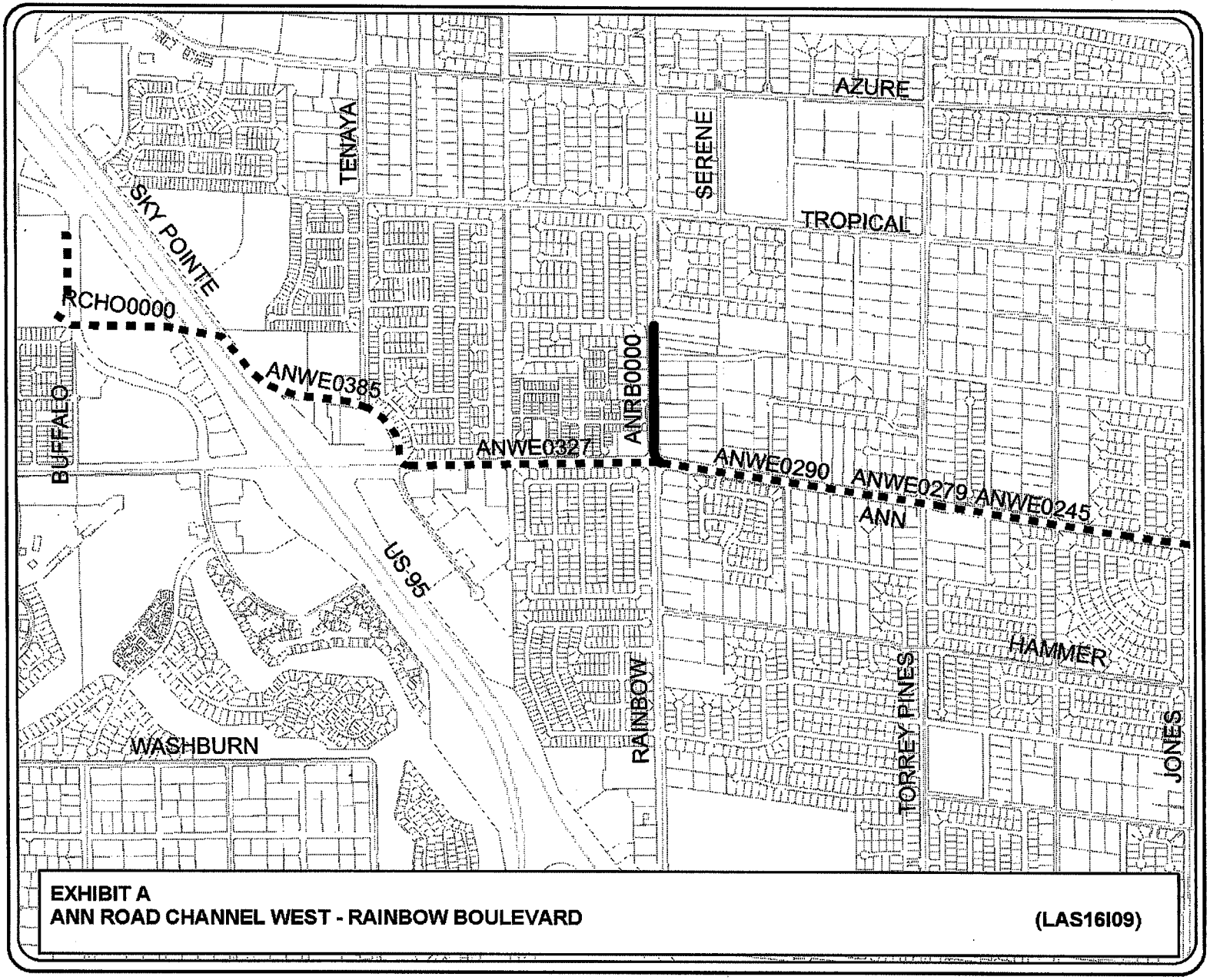
By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Sept 9, 2010
Christopher Figgins Date
Chief Deputy District Attorney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RAINBOW
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Flood Control Planning
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LEGEND
PROPOSED REGIONAL STORM DRAIN FACILITY
EXISTING STORM DRAIN FACILITY
EXHIBIT A
ANN ROAD CHANNEL WEST - RAINBOW BOULEVARD
(LAS16I09)
F:\RDspot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Ann Road Channel West - Rainbow Boulevard (LAS16I09)_10232009.mxd
Due to continuous development activity this map is for reference only.
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LAS16I09

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Third Supplemental Interlocal Contract LAS19C05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) increase design engineering funding in the amount of $200,000 to allow for final design for the Owens Avenue System (Vegas Drive Storm Drain) Michael Way to Rancho Drive ($200,000 – CCRFCD) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: CCRFCD
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On August 11, 2005 the Clark County Regional Flood Control District entered into an Interlocal Contract with the City of Las Vegas for design of Owens Avenue System (Vegas Drive Storm Drain) – Michael Way to Rancho Drive. On February 8, 2007 the First Supplemental Interlocal Contract was approved to increase engineering design funding and extend the date of completion. On January 8, 2009 the Second Supplemental Interlocal Contract was approved to extend the project completion date to September 30, 2012. This Third Supplemental Interlocal Contract is requesting to increase design engineering funding to allow for final design which includes additional engineering and potholes needed for utility conflicts and additional groundwater investigations to include groundwater monitoring wells, drawdown tests and environmental testing necessary to obtain a Nevada Division of Environmental Protection (NDEP) dewatering permit. The total cost of the project shall not exceed $1,616,000. The Clark County Regional Flood Control District approved this contract at its September 9, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract LAS19C05

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
OWENS AVENUE SYSTEM (VEGAS DRIVE STORM DRAIN) – MICHAEL WAY TO RANCHO DRIVE

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of September, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as LVOW 0241 and 0351 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, an Interlocal Contract dated August 11, 2005 and Supplemental Interlocal Contracts dated February 8, 2007 and January 8, 2009 were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to increase design engineering funding.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II- PROJECT COSTS shall be changed to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $1,616,000.

2. The total cost of the contract shall not exceed $1,616,000 which includes all of the items described in the paragraphs above.

3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

4. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated August 11, 2005, the First Supplemental Interlocal Contract dated February 8, 2007, and the Second Interlocal Contract dated January 8, 2009 shall remain unchanged.

IN WITNESS WHEREOF, this Third Supplemental Interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

September 9, 2010

REGIONAL FLOOD CONTROL DISTRICT

BY: Lawrence L Brown III
LAWRENCE L. BROWN, III, Chairman

ATTEST:

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Chris Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

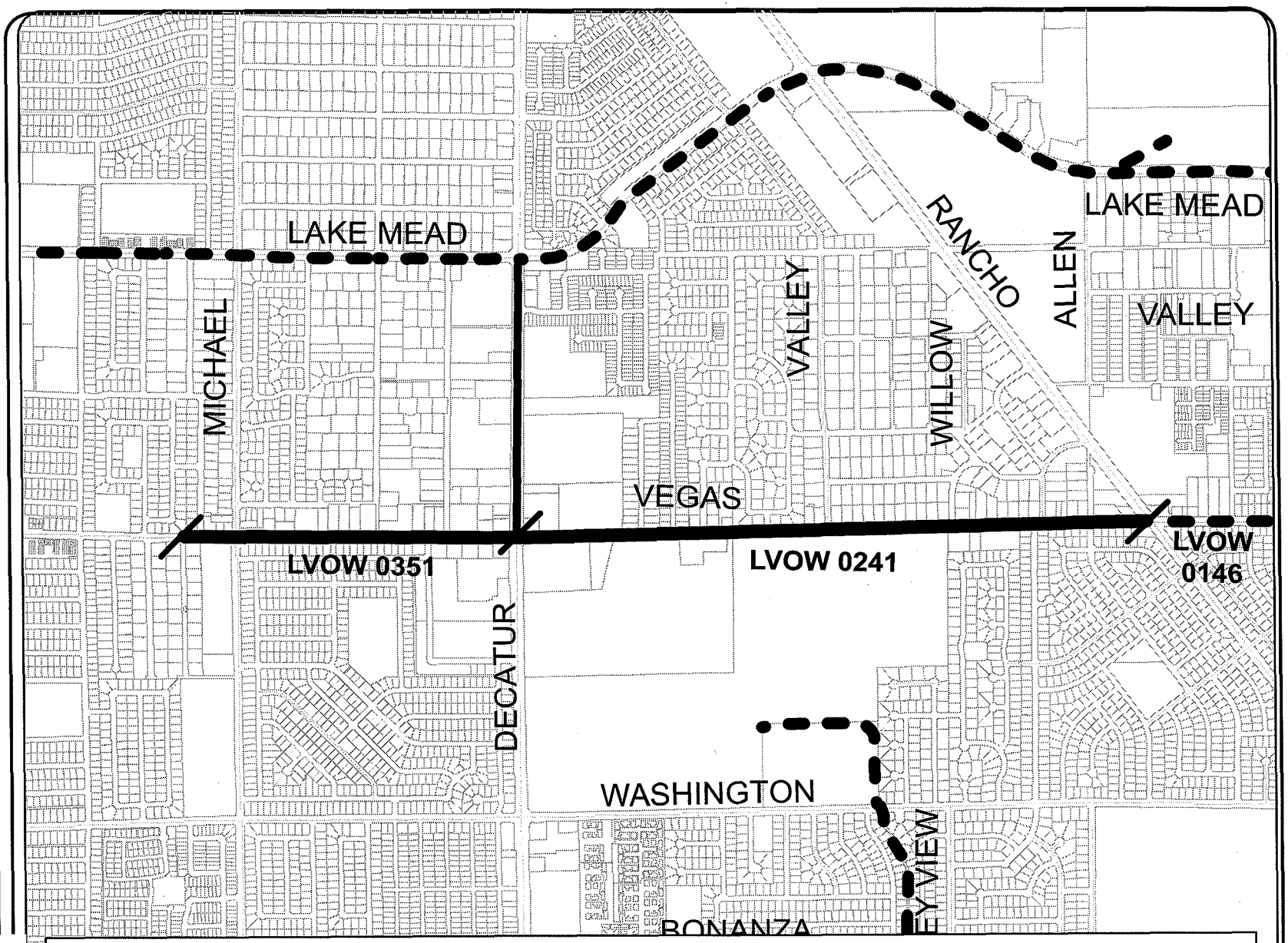
BY: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
Beverly K. Bridges
City Clerk

Approved as to form

John S. Ridilla 9/29/10
John S. Ridilla Date
Deputy City Attorney



Public Works
Flood Control Planning

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LEGEND

EXISTING STORM DRAIN

PROPOSED STORM DRAIN

EXHIBIT A
OWENS AVENUE SYSTEM (VEGAS DRIVE STORM DRAIN) - MICHAEL WAY TO RANCHO DRIVE **(LAS19C05)**

F:\RDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - VEGAS DRIVE STORM DRAIN - Rancho to Shadow Mountain 07162010.mxd

Due to continuous development activity this map is for reference only.

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LAS19C05

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-67-2010 - Approval of a Resolution Establishing the Interest Rate 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:
This project consists of the installation of pavement, curb, gutter, sidewalk, and driveways. The interest rate for the district established by this resolution is seven and 6/100 percent (7.06%). The assessments will be paid over a 20-year period.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-67-2010

RESOLUTION NO. R-67-2010

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); ESTABLISHING THE RATE OF INTEREST PAYABLE ON DEFERRED INSTALLMENTS OF ASSESSMENTS IN THE SPECIAL IMPROVEMENT DISTRICT; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN BY THE CITY CONCERNING THE DISTRICT; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Installment Rate Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City" respectively) of the State of Nevada, pursuant to an ordinance heretofore passed and adopted, created the City of Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue and Valadez Street (East of Cimarron Road), (hereinafter the "District"), and ordered the acquisition of improvements for the District, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has, by ordinances heretofore passed and adopted levied assessments (hereinafter the "Assessment Ordinance"), in the total amount of $218,356.75 against the property benefited by the improvements in the District, and at the close of the applicable cash payment period, there remained unpaid valid assessments in the aggregate principal amount of $218,356.75; and

WHEREAS, the Assessment Ordinance for the District provided that said unpaid valid assessments shall be payable in forty (40) substantially equal semiannual installments of principal and interest, with interest in all cases on the unpaid and deferred installments from the effective date of the Assessment Ordinance, at a rate or rates which shall not exceed, by more than three percent (3%), the "Index of Twenty Bonds" that was most recently published before the date on which the Assessment Ordinance was adopted; and

WHEREAS, the interest rate that was indicated by the Index of Twenty Bonds that was so published on the 12th day of August, 2010, being the date on which said Index was most recently published before the date on which the Assessment Ordinance was adopted, was four and 6/100 percent (4.06 %) per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1513 Assessment Installment Rate Resolution" (hereinafter the "Resolution").

Section 2. All action, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Resolution) concerning the District including, but not limited to, the construction and other acquisition of the improvements, the performing of all prerequisites to the levying of special assessments, the fixing of the assessment lien against the property within the District, be, and the same is ratified, approved and confirmed.

Section 3. The City Director of Business and Finance Services has determined and does hereby determine that the interest rate on the unpaid and deferred installments of assessments for "City of Las Vegas, Nevada, Special Improvement District No. 1513 -- Via Olivero Avenue And Valadez Street (East Of Cimarron Road)" shall be seven and 6/100 percent (7.06%) per annum.

Section 4. The City Clerk is hereby directed to deliver to the City Treasurer of the City (hereinafter the "City Treasurer") a notice that such unpaid and deferred installments of assessments for the District shall bear interest at such rate, including in such a notice a request that the City Treasurer include in the mailed or published notice pursuant to NRS 271.415 (5), a notice of such interest rate payable on said installments. The City Treasurer is hereby authorized, empowered and directed, and it shall be his or her duty, to receive and collect all assessments levied to pay the cost of the improvements, the installments hereof, the interest thereon and the penalties accrued, at the time and in the manner specified in each assessment ordinance, and to cause such accrued, at the time and in the manner specified in each assessment ordinance, and to cause such monies to be placed into funds of the City as the City Council may direct periodically.

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 in no way effect any remaining provision 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, ADOPTED AND APPROVED the 20th day of October, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

10/5/10
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on October 20, 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 (3) 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 October 20, 2010 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 20, 2010.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report and possible action regarding the status of community recycling - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
In 2006, the Mayor and City Council passed the Climate Protection Resolution (R-57-2006) that included action to increase recycling rates in City operations and in the community. Staff findings and previous studies indicate City residential recycling rates are far below rates of comparable Western cities. Deployment of recommended recycling strategies with low cost of delivery within the City of Las Vegas can help achieve the increase of community recycling rates and fulfill the action described in the resolution.

RECOMMENDATION:
Accept report and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.:56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ADMINISTRATIVE:

Presentation and update on the Citizens' Academy of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
Planning academies are programs developed by public entities to educate the public on matters surrounding the planning process. These programs are designed to provide educational outreach opportunities in land use and zoning to the general public that strengthen relationships, and support healthy and sustainable communities. Most planning academies across the nation are held once or twice a year and are designed to span several months, 'graduating' approximately 30 citizens per program. Some of the major cities that offer planning academy programs include Phoenix, AZ; San Jose, CA; Indianapolis, IN; Louisville, KY; Philadelphia, PA; and Austin, TX. Staff will outline a proposed schedule and curriculum for consideration at the workshop.

RECOMMENDATION:
Receive the presentation and direct staff accordingly

BACKUP DOCUMENTATION:
1. Proposed Implementation Schedule for the Citizens' Academy of Planning
2. Proposed Curriculum for the Citizens' Academy of Planning

Planning and Development

Citizens' Academy of Planning
Implementation Outline

09/20/10: Present Citizen's Planning Academy to PC/CC Workshop

10/25/10: Finalize calendar of class schedules for 2011 Citizen's Planning Academy

- Place information on Citizen's Planning Academy Webpage

October 2010: Develop curriculum materials for each Citizen's Planning Academy class

November 2010: Send invitations/applications to Neighborhood Associations regarding Planning Academy

- Include Class Schedule w/ dates and times
- Maintain database of e-mail addresses
- Maintain database of all applicants

12/01/10 through 12/30/10: Review Citizen Planning Academy Applications received

01/03/11: Finalize applicant list

- Establish attendees
- Send notification to accepted and rejected applicants
- Include Class Schedule to accepted applicants
- Retain rejected applicant list for future Citizen's Planning Academy

Mid-January 2011: Commence Citizen Planning Academy Instruction

- Classes held every week

March 2011: Citizen's Planning Academy Graduation

- Maintain database of graduates
- Provide annual alumni communication

Curriculum

Course Total: 10 Courses
Course Length: 1 Hour Presentation + .5 Hour for Discussion
Number of Weeks: 1 Class/Week; 10 Weeks Total
Participants: 25-30 Members of the Public

1. History of Planning
2. Master Plan
3. Title 19
4. Applications
5. Public Hearing Process
6. Permit Process
7. Special Area Plans
8. Walkable Communities
9. City Website Resources
10. Historic Preservation

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ADMINISTRATIVE:

Public hearing and possible action regarding a Memorandum of Understanding between the Las Vegas Employees' Association (LVCEA) and the City of Las Vegas regarding the current labor agreement (FY11 - FY13 impact of $22,788,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: FY 11-13 impact of $22,788,000
Funding Source: General Fund
Dept./Division: Various

PURPOSE/BACKGROUND:
The LVCEA leadership and senior City management have come to a tentative agreement that will be a factor in helping avoid a forecasted budgetary shortfall the City is facing. The agreement helps provide additional job security for many of our employees. In the spirit of trying to retain services for our citizens and to preserve as many jobs as possible the leadership of the LVCEA and the City have negotiated a memorandum of understanding and are presenting the resulting Memorandum of Understanding for Approval.

RECOMMENDATION:
To approve the Memorandum of Understanding between the Las Vegas City Employees' Association and the City of Las Vegas.

BACKUP DOCUMENTATION:
1. Memorandum of Understanding
2. Classification Compensation Study Results

MEMORANDUM OF UNDERSTANDING

The City of Las Vegas ("City") and the Las Vegas City Employees' Association ("LVCEA") hereby agree to the following Memorandum of Understanding ("MOU") to the current Collective Bargaining Agreement ("CBA").

Section 1: Week of Closing

The City of Las Vegas will go dark (close) the week of December 26, 2010 through January 1, 2011. However, the LVCEA recognizes that there are certain positions that still must be staffed even though the City is officially closed during this period; benefit hours, FOR EMPLOYEES COVERED BY THIS AGREEMENT (annual, sick and TILO) will not be allowed to be used during this week. To this end, the City shall provide to the LVCEA a list of such positions that will require staffing and those employees in those positions shall be required to be at work during this period.

Employees not required to work during the closure between the Christmas Holiday and the New Year's Holiday must be on pay status the shift preceding the Christmas Holiday and on pay status the shift following the New Year Holiday in order to be entitled to pay for the two holidays. Those employees that are required to work during the closure would fall under the existing language of Article 9 – Holidays.

Section 2: 38 and 40-hour Work Week

The City of Las Vegas shall implement a four-day, nine and a half (9 ½) hour, which equals a 38- hour work week up to a 40-hour work week effective January 1, 2011.

To this end, the first paragraph of section 23.2.1 of the CBA is amended to read:

> The normal work week shall be Monday through Thursday for thirty-eight (38) hours and Monday – Friday for forty hours, exclusive of meal breaks, but including rest breaks or not less than fifteen (15) minutes during every four (4) hours worked. The timing of such breaks is to be flexibly arranged in accordance with existing practices. Employees shall get at least a thirty (30) minute meal break during their shift. The official work week shall begin on each Sunday at 00:01 hours and shall end at 24:00 hours on the following Saturday.

Notwithstanding any other provision of 23.3.1, an employee shall not be entitled to overtime pay until the employee has exceeded 40 hours in a given week.

It is the intent of this section that this is a reduction in the number of hours to be worked by an employee each week and not a reduction in an employee's hourly rate of pay. It is further the intent of the parties that the first 96 hours of the 104 hours not worked by employees working the 38 hour week shall be considered as a furlough and that qualify for PERS. To this end, the City

shall pay the PERS benefit for the first 96 hours not worked per year, to the extent allowed under the Nevada Revised Statutes.

The City has the right to reinstate some or part of the hours and/or benefits if the economic conditions improve and allow employees to return to their previous schedule. In doing so, the City shall provide the LVCEA a minimum of sixty (60) days notice.

Section 3: COLA Reduction

Article 14 (D), paragraphs (6) and (7) are amended to read:

(6) Effective June 26, 2011, eligible employees will receive a COLA equal to zero (0%) percent.

(7) Effective June 24, 2012, eligible employees will receive a COLA equal to zero (0%) percent.

Section 4: Salary Step Advancement

Notwithstanding any language currently in Article 14(E), salary step advancements shall be suspended at the current step effective the beginning of the first pay period on or about January 1, 2011 through on or about the last period beginning on or before December 31, 2012.

Section 5: Longevity

Notwithstanding any language currently in Article 16, longevity pay shall be frozen at the current rate during the period on or before the first pay period of January 1, 2011 through on or about the last pay period beginning on or before December 31, 2012.

Additionally, Section D shall be added to Article 16 and it shall read:

(D) Employees hired on or after January 1, 2011 shall not be eligible for longevity pay.

Section 6: Sick Leave

Notwithstanding any language currently in Article 11 (I), any sick leave bonuses that otherwise would have been paid in June 2011 and June 2012 shall not be paid.

Additionally, the following sentence shall be added to the end of Part II (A):

(A): Employees hired on or after January 1, 2011 shall not earn any Sick Leave during their first six (6) months of employment with the City of Las Vegas.

Section 7: Retirement

Article 20, Paragraph (B) is amended to read:

The City and the Association agree any increases in the Public Employees Retirement System (PERS) contributions that occur on or after January 1, 2011 shall be equally shared with the City paying 50% of the increase and the employees paying the other 50% of the increase through payroll deductions.

Section 8: Classification and Compensation Study Results

See Attachment - Classification and Compensation Study Results

The parties agree that any employee that is employed by the City on or before January 1, 2011, or is on the City's Reduction in Force list (i.e. recall list) by such date, if impacted by the Classification and Compensation Study shall be Y-Rated and would not be subjected to a reduction in wages as a result of the Study.

Section 9: Reduction in Force

Employees separated by a reduction in force or through outsourcing shall be given a minimum of 60 days notice and a minimum of three months (12 weeks) pay pursuant to Article 21 of the CBA.

Section 10: Administrative Issues

City will accommodate change in vacation schedules for those impacted by the one week closure through an extension of time. (Lifting Cap)

Las Vegas City Employees Association

City of Las Vegas 10/7/10

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
Above Market from Highest to Lowest						
Accounting Technician II	35	30	5			
				Account Clerk	2	
				Accounting Supervisor	1	
				Accounting Technician I	8	
				Sr Accounting Technician	2	
				Payroll Assistant I	2	
				Payroll Specialist	3	
				Sanitation Billing Technician	5	23
Water Quality Technician II (X)	37	32	4			
				Water Quality Technician I	1	
				Pool Technician	1	
				Pool Maintenance Supv	1	3
Survey Technician	40	35	2			
				Survey Crew Leader	1	
				Assistant City Surveyor	0	1
Parking Enforcement Officer	30	25	15			
				Parking Enforcement Supv	2	
				Parking Meter Technician	1	
				Parking Operations Laborer	1	4
Inventory Control Clerk	30	25	3			
				Central Stores Supervisor	1	
				Vehicle Parts Specialist	2	
				Fleet Coordinator	1	4
Painter II (X)	38	33	9			
				Painter I	0	
				Sr Painter	3	
				Graffiti Technician	4	
				Rapid Response Crew Leader	1	
				Rapid Response Team Supv	1	9
Custodian II (X)	23	18	12			
				Janitor	3	
				Custodian I	0	
				Sr Custodian	2	
				Custodial Shift Supervisor	0	5
Court Counselor II (X)	44	39	2			
				Court Counselor I	0	
				Court Counseling Tech (retitled to Court Compliance Officer)	4	
				Evaluation Center Supv	1	5
License Officer II (X)	42	37	8			
				License Officer I	0	
				Sr License Officer	7	
				License Technician I	0	
				License Technician II	5	
				Business Licensing Supv	1	
				Business Services Supv	1	
				Sanitation Billing Inspector II	4	18
Mail Clerk	24	19	3	Records Courier	1	
				Mail Courier	1	
				Parts Runner	0	2
Environmental Systems Technician II (X)	42	40	3			
				EST Trainee	0	

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
				EST I	3	
				EST III	3	
				Plant Operations & Maint Supv	4	
				Technical Training Specialist	1	11
Code Enforcement Officer II (X)	42	37	8			
				Code Enforcement Officer I	3	
				Sr Code Enforcement Officer	2	
				Code Enforcement Supervisor	0	5
Sr Neighborhood Planner	48	43	1			
				NS Technician	2	
				Neighborhood Planner	3	
				NS Specialist	0	
				Sr NS Specialist	2	
				Neighborhood Planning Supv	1	8
Graphic Equipment Operator II (X)	30	25	1			
				Graphic Equipment Operator I	0	
				Sr Graphic Equipment Operator	1	
				Graphic Services Technician	0	
				Graphic Operations Supervisor	1	2
Maintenance Mechanic II (X)	37	32	8			
				Maintenance Mechanic I	0	
				Sr Maintenance Mechanic	3	
				Maintenance Planner	2	5
Mechanic II (X)	38	33	13			
				Mechanic I	0	
				Sr Mechanic	1	
				Body Mechanic I	0	
				Body Mechanic II	1	
				Sr Body Mechanic	0	
				Automotive & Emissions Specialist	3	
				Vehicle Services Worker	5	
				Service Repair Writer	2	
				Vehicle Services Supv	1	13
Signing & Marking Technician II (X)	35	30	12			
				Signing & Marking Tech I	2	
				Sr Signing & Marking Tech	3	
				Signing & Marking Field Supv	1	6
Carpenter II (X)	38	33	7			
				Building Services Technician	5	
				Carpenter I	0	
				Sr Carpenter	2	
				Detention Facilities Tech I	0	
				Detention Facilities Tech II	2	
				Facilities Maintenance Supv	3	
				Locksmith	2	
				Sr Locksmith	0	
				Skilled Trades Helper	9	
				Concrete Mason I	0	
				Concrete Mason II	3	
				Facilities Field Supervisor	5	31
Plant Operator II (X)	37	34	14			
				Plant Operator I	1	

Classification and Compensation Study Results

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
				Sr Plant Operator	2	3
Collections Officer	31	31	1			
				Collections Supv	1	
				Auditor	1	
				Sr Auditor	1	3
Maintenance Worker II - Parks positions only	27	23	43			
				Maintenance Worker I	1	
				Parks Crew Leader	7	
				Park Maint Crew Leader	5	
				Park Maint Field Supervisor	4	
				Park Maintenance Supervisor	2	19
Business Specialist II	46	42	6			
				Business Specialist I	5	
				Sr Business Specialist	1	
				Financial Specialist	1	
				Grant Coordinator	0	7
Law Enforcement Support Technician	33	31	20			
				Law Enforcement Support Supv	4	
				Public Safety Technician	15	
				Control Center Supervisor	4	
				Comm. & Security Systems Supv	0	23
Planner II	44	40	5			
				Planner I	9	
				Sr Planner	4	
				Planning Technician	0	
				Planning Supervisor	3	16
Records Technician II (X)	28	26	3			
				Records Technician I	2	
				Sr Records Technician	0	
				Electronic Records Specialist	0	
				Records Supervisor	0	
				Records Services Supervisor	1	
				Electronic Records Services Supv	1	4
Construction Inspector II (X)	42	38	8			
				Construction Inspector I	0	
				Sr Construction Inspector	3	
				Construction Project Rep	11	
				Materials Testing Tech I	0	
				Materials Testing Tech II	2	
				Construction Inspection Supv	1	
				Construction Testing Supv	1	
				Construction Mgmt Coord	4	
				Construction Control Spec	1	23
Animal Control Officer II (X)	34	30	9			
				Animal Control Officer I	2	
				Animal Control Supv	1	3
Plans Examiner II (X)	45	42	4			
				Plans Examiner I	0	
				Permits Tech I	0	
				Permits Tech II	5	
				Sr Permits Tech	0	
				Permits Supv	0	
				Plans Examination Supv	1	

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
				Structural Plans Examiner	1	7
Court Clerk (X)	30	27	14			
				Associate Court Clerk	6	
				Bail Bond Technician	1	
				Court Specialist	40	
				Pre-Trial Services Officer	7	
				Sr Pre-Trial Services Officer	1	
				Pre-Trial Services Technician	0	
				Pre-Trial Services Supervisor	0	
				Terminal Agency Technician	1	
				Legal Technician I	0	
				Legal Technician II	12	68
Environmental Compliance Inspector II (X)	40	37	2			
				Environmental Compliance Inspector I	0	
				Environmental Officer	1	1
Traffic Signal Technician II (X)	40	37	9			
				Traffic Signal Tech I	0	
				Sr Traffic Signal Tech	2	
				Traffic Signal Field Supv	2	
				Security Systems Tech	1	5
Combination Inspector	44	41	16			
				Code Enforcement Inspector	1	
				Energy Auditor	0	
				Inspections Supv	3	
				Special Inspections Auditor	0	4
Theater Technician II (X)	31	31	0			
				Theater Technician I	0	
				Sr Theater Technician	3	
				Technical Theater Field Supv	0	
				Technical Theater Supv	1	
				Theater Program Specialist	2	
				Sr Theater Program Specialist	1	7
Recreation Leader II (X)	31	28	28			
				Adaptive Recreation Leader	1	
				Sr Adaptive Recreation Leader	5	
				Recreation Leader I	0	
				Sr Recreation Leader	4	
				Recreation Leader I-Aquatics	0	
				Recreation Leader II-Aquatics	2	
				Cultural Leader I	1	
				Cultural Leader II	4	
				Sr Cultural Activities Specialist	2	
				Leisure Activities Assistant	0	
				Events Specialist	1	20
Office Specialist II	25	22	39			
				Office Specialist I	2	
				Sr Office Specialist	30	
				Office Supervisor	1	
				Secretary	6	
				Legal Secretary	1	
				Legal Secretary-Criminal Div	2	

Classification and Compensation Study Results

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
				Paralegal	1	43
Buyer II (X)	39	35	3			
				Purchasing Technician		
				Buyer I	0	
				Sr Buyer	4	
				Contracts Technician I	1	
				Contracts Technician II	0	
				Sr Contracts Technician	0	
				Contracts Specialist	6	
				Purchasing Supervisor	0	11
Chemist	43	39	3			
				Aquatic Biologist	1	
				Microbiologist	1	
				Quality Assurance Officer	1	3
Electrical Inspector	42	38	3			
				Sr Electrical Construction Inspector	0	
				Traffic Barricade Inspector I	0	
				Traffic Barricade Inspector II	2	
				Housing Rehab Specialist	0	
				Sr Housing Rehab Specialist	3	
				Building Inspector I	0	
				Building Inspector II	0	
				Plumbing/Mechanical Inspector	0	5
Equipment Operator II-Streets positions only	33	30	16			
				Equipment Operator I-Streets only	4	
				Equipment Operator III	2	
				Bus Driver	0	
				Transportation Services Supv	0	
				Motor Sweeper Operator	29	
				Motor Sweeper Crew Leader	1	
				Streets & Sanitation Crew Leader	8	
				PW Maintenance Field Supv	4	
				Heavy Equipment Operator	5	53
HVAC Technician II (X)	38	35	10			
				HVAC Technician I	0	
				Sr HVAC Technician	6	
				Plumber I	0	
				Plumber II	3	
				Sr Plumber	4	
				Welder	1	14
Lead Court Clerk	34	31	5			
				Court Services Supv	6	6
Personnel Technician	32	29	4			
				Sr Personnel Technician	1	
				Human Resources Specialist	1	
				Employee Benefits Specialist	2	
				Safety/Liability Specialist	0	
				Workers' Comp Specialist	1	
				Personnel Services Coordinator	2	
				Workers' Comp Claims Assistant	0	7
Sr Neighborhood Programs Officer (X)	43	43	6			

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
				Neighborhood Programs Officer	1	
				Neighborhood Development Supv	1	2
Graphic Artist II	34	31	2			
				Graphic Artist I	0	
				Sr Graphic Artist	2	
				Graphic Illustrator	0	
				Sr Graphic Illustrator	1	3
Customer Service Representative	23	20	12			
Building Services Electrician II	38	35	6			
				Instrument Technician	4	
				Electrician II (Field, Traffic Signal, Industrial)	28	
				Sr Electrician (Bldg Services, Field, Industrial, Traffic Signal)	8	
				Field Lighting Supv	0	
				Traffic Electrician I	9	
				Street Light Maint Electrician	1	50
Caseworker	38	35	3			
				NS Eligibility Specialist	0	
				NS Guidance Specialist	0	
				Quality Assurance Specialist	0	
				NS Program Coordinator	0	
				Neighborhood Initiatives Supv	0	0
Right-of-Way Agent II (X)	41	39	2			
				Right-of-Way Agent I	0	
				Real Property Appraiser	0	0
Microcomputer Specialist	39	37	7			
				Sr Microcomputer Specialist	5	
				Service Desk Technician	3	
				Desktop Computer Support Supv	1	9
Systems Analyst II (X)	44	42	1			
				GIS Analyst I	2	
				GIS Analyst II	4	
				Sr GIS Analyst	2	
				GIS Technician	2	
				Information Systems Coordinator	2	
				Internet Developer/Analyst	3	
				Systems Analyst I	0	
				Sr Systems Analyst	5	
				Systems Admininstration Spec	6	
				IT Project Coordinator	4	
				Computer Systems Tech I	0	
				Computer Systems Tech II	2	
				Statistical Analyst I	0	
				Statistical Analyst II	1	
				Sr Statistical Analyst	0	
				Technical Systems Analyst	0	
				Sr Technical Systems Analyst	6	
				Technical Writer	1	
				IT Training Specialist	1	

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
				Business Systems Process Analyst	0	
				HRIS Specialist	1	
				IT Development Supervisor	3	45
Deputy City Clerk II (X)	32	30	3			
				Deputy City Clerk I	0	
				Sr Deputy City Clerk	0	
				Agenda Technician I	0	
				Agenda Technician II	2	
				Sr Agenda Technician	0	2
Public Information Specialist	40	38	1			
				Publicity Specialist I	0	
				Publicity Specialist II	1	
				Sr Publicity Specialist	0	
				Marketing Supervisor	1	2
			424		623	

Total # of Employees Above Market = 1047

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
At Market						
Architectural Project Manager	56	56	3			
				Designer	4	
				Construction Projects Administrator	1	
				Landscape Architect	0	5
Irrigation Systems Repairer II (X)	29	29	14			
				Irrigation Systems Repairer I	2	
				Irrigation Systems Crew Leader	2	
				Water Systems Technician	2	6
Audio-Visual Production Specialist	35	35	3			
				Video Programming Technician	1	
				Videographer	2	
				Video Production Specialist	1	4
Leisure Services Coordinator	36	36	17			
				Leisure Activities Supervisor	7	
				Recreation Activities Specialist	1	
				Aquatic Coordinator	1	
				Cultural Center Coordinator	3	
				Cultural Activities Specialist	3	
				Leisure Activities Field Supv	0	
				Cultural Administrator	1	16
House Arrest Officer	34	34	3			
				Judicial Enforcement Officer I	4	
				Judicial Enforcement Officer II	0	
				Sr Judicial Enforcement Officer	1	
				Judicial Enforcement Supv	1	6
Sr Economic Development Officer (X)	46	46	7			
				Economic Development Officer (grade set by 2002 arbitration based on market data),	1	
				Real Estate Specialist	1	2
Project Engineer	52	52	9			
				Engineering Associate I	1	
				Engineering Associate II	8	
				Sr Engineering Associate	9	
				Electrical Project Engineer	1	
				Engineering Project Manager	16	
				Right-of-Way & Real Property Supv	1	
				Land Survey Associate	2	
				Land Surveyor	1	
				Urban Design Coordinator	1	
				Engineering Technician I	0	
				Engineering Technician II	2	
				Sr Engineering Technician	4	
				Architectural Technician I	0	
				Architectural Technician II	0	
				Sr Architectural Technician	0	
				Special Improvement Distrist Supv	0	
				Transportation Planning Modeler	0	
				Sr Transportation Planning Modeler	0	

Classification and Compensation Study Results

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
				Facilities Engineer	1	47
			56		86	

Total # of Employees At Market = 142

Classification and Compensation Study Results

Benchmark Title	Current Grade	Proposed Grade	# of Emps in Bnchmrk Job	Linked Jobs	# Emps in Linked Job	Total Emps in Linked Jobs
Below Market						
Communications Systems Coordinator	42		0			
				Sr Communications Technician	1	
			0		1	

Total # of Employees Below Market = 1

Note: "Above market" is more than 5% above the market average.
"At market" is between 5% below and 5% above the market average.
"Below market" is more than 5% below the market average.

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ADMINISTRATIVE:

Report by Port Telles, Development Director for The Cordish Companies, Inc., regarding the Exclusive Negotiation Agreement between the City of Las Vegas and The Cordish Companies, Inc., for the development of a Casino/Hotel, a Live District and Sports Arena on approximately 20 acres at Las Vegas Boulevard and Stewart Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Port Telles, Development Director for The Cordish Companies, Inc. (Cordish), will provide a report on the Exclusive Negotiation Agreement (ENA) approved by City Council on November 4, 2009. The ENA provided for a two-year negotiation period for: 1. Cordish to conduct feasibility studies, plan and formulate a financing plan to develop a Casino/Hotel, a Live District (Cordish's signature district of premier entertainment, retail, restaurants and bars) and Sports Arena; and, 2. City of Las Vegas and Cordish to negotiate terms of a Disposition and Development Agreement for the sale of city owned land. At the request of the City Manager, Mr. Telles has been asked to provide a report to City Council, in particular, on the status of the feasibility studies and financing plan to develop a Casino/Hotel, a Live District and Sports Arena.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Exclusive Negotiation Agreement between City of Las Vegas and The Cordish Companies, Inc., dated November 4, 2009.
2. Site Map

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("ENA" or "Agreement") is entered into this 4TH day of November, 2009, by and between the City of Las Vegas, a Nevada municipal corporation (hereinafter "City") and THE CORDISH COMPANIES, INC., a Maryland corporation or (hereinafter "Developer"), on the terms and provisions set forth below.

WHEREAS, the City and Developer desire the Developer, through an affiliate of Developer, to develop a multi-block entertainment district that could feature retail and live entertainment (hereinafter a "Live District") on certain real property depicted on Exhibit "A-1" attached hereto and incorporated herein, which contains approximately 12 acres of land that is located east of the current City Hall Site, in the City (hereinafter the "Live District Site"); and

WHEREAS, the City and Developer desire the Developer, through an affiliate of Developer, to develop a casino/hotel on the site of the current City Hall of the City, which real property is depicted on Exhibit "A-2", attached hereto and incorporated herein, which contains approximately 7.75 acres of land (hereinafter the "City Hall Site"); and

WHEREAS, the City and Developer desire Developer to explore the feasibility of developing a 20,000 seat NBA/NHL sports arena (the "Arena") on a part of the Live District Site (or partially on such site and adjacent land) and/or in the vicinity of the Live District Site; and

WHEREAS, the City previously selected a developer, REI NEON, LLC, through a request for proposals ("Prior Selected Developer") to develop an arena and multi-block entertainment district in the City ("Previous Project"); and

WHEREAS, the City and the Prior Selected Developer also previously entered into a Memorandum of Understanding ("MOU") relative to the Previous Project; and

WHEREAS, according to the terms of the MOU, the MOU has expired and the City has no outstanding obligations to the Prior Selected Developer or for the Previous Project, and seeks to enter into this ENA with Developer because of its successful track record with large scale urban, infill projects; and

WHEREAS, the City and Developer desire to enter into negotiations concerning the Developer's plans for the development of the Live District Site and the City Hall Site WITH THE INTENT THAT AT THE CONCLUSION OF THE NEGOTIATION PERIOD AN AFFILIATE OF DEVELOPER ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" ("DDA") FOR THE LIVE DISTRICT SITE AND ANOTHER AFFILIATE OF DEVELOPER ENTER INTO A "DISPOSITION AND DEVELOPMENT AGREEMENT" FOR THE CITY HALL SITE.

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

1. Scope of Development

A. Casino/Hotel

The Developer will agree to study and conduct due diligence (and present, or make available to the City for its review and inspection, results of its studies that are not deemed confidential by the Developer) on project costs, and the operational structure of and constructability of a Casino/Hotel on the existing City Hall Site.

B. Live District and Sports Arena

The Developer will agree to study (and present, or make available to the City for its review and inspection, results of its studies that are not deemed confidential by the Developer) the project costs, operational structure of and constructability of a "Live District", of equal quality and size to other entertainment districts developed by Developer on the Live District Site. The Developer will explore the feasibility of reserving a pad site large enough within or partially within the Live District Site (or one or more alternative locations that are in close proximity to the Live District Site) to be used for the Arena. If the Developer and the City elect to proceed with the development of the Arena, they will do so pursuant to a separate development agreement and not part of either DDA (as hereinafter defined).

The City recognizes and agrees that the trade names "Live District" and "Live!" are owned by Live Holdings, LLC, an affiliate of the Developer, and that absent the written consent of Live Holdings, LLC, the City shall not have the right to utilize such trade names in any way.

C. Deal Terms

The City and Developer commit to negotiate in good faith the terms of the land purchase price for the Live District Site, which land purchase price shall comply with applicable Nevada law. The City and Developer must agree to a mutually acceptable schedule of performance for development of the Live District Site, which shall be incorporated into the DDA for the Live District Site. The DDA for the Live District Site shall also address the rights of the Developer or one or more affiliates of Developer to develop the Arena.

The City and the Developer commit to negotiate in good faith the terms of the land purchase price for the City Hall Site, which land purchase price shall comply with applicable Nevada law. The City and the Developer must agree to a mutually acceptable schedule of performance for development of the City Hall Site, which shall be incorporated into the DDA for the City Hall Site.

If the City and the Developer elect to proceed with the development of the Arena, a separate development agreement between the City and the Developer will be negotiated in the future, which agreement will address any necessary grants, financial support or subsidy for the Arena.

Any incentives required from the City or Las Vegas Redevelopment Agency ("Agency") may be negotiated during the term of this Agreement which terms shall either be incorporated into the final DDA for the Live District Site, final DDA for the Arena, and the final DDA for the City Hall Site or another agreement to be negotiated with the Agency and Developer, or its affiliate, only.

2. Negotiations

A. Good Faith Negotiations

The City and Developer agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a DDA for the Live District Site and a separate DDA for the City Hall Site (each a separate "DDA"). All terms and conditions of each DDA will be defined and negotiated in good faith by the City and the Developer during the entire Negotiation Period. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding the sale, disposition and/or development of the Live District Site and/or the City Hall Site. The City further agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity, without Developer's written consent, regarding the ownership, development, operation and management of the Arena. The terms and provisions of each DDA shall be acceptable to the City and the Developer in its respective sole subjective discretion.

During the Negotiation Period set forth below, the Developer shall not negotiate with any other person or entity regarding the ownership, development, operation, and management of an arena in Clark County, NV containing at least 18,000 seats and which is designed for a professional hockey team that is part of the National Hockey League (NHL) or professional basketball team that is part of the National Basketball Association (NBA) (hereinafter "Alternate Arena Development").

Notwithstanding anything to the contrary, other than an Alternate Arena Development, nothing in this Agreement shall prohibit Developer from pursuing any other development or other opportunity within the City, Clark County, United States, or internationally.

Should Cordish determine, in its sole and absolute discretion, the development of the Live District Site or City Hall Site is infeasible; it may terminate this Agreement prior to the expiration of the Negotiation Period, as defined below. Upon such termination, the Deposit shall be refunded to Developer pursuant to paragraph 12 and all other obligations under this Agreement shall terminate.

B. Negotiation Period

The duration of this ENA shall be for a term of two (2) years, commencing on the full execution of this ENA (hereinafter "Negotiation Period"). The Developer shall have the unilateral right to extend the Negotiation Period for an additional year by providing thirty (30) days written notice to the City. If upon expiration of the Negotiation Period (as same may have been extended), Developer and the City have not reached mutual

agreement as to the scope and business terms for the acquisition of the Live District Site and/or the City Hall Site, then this Agreement shall automatically terminate as to each site. If the Parties have not reached agreement on the above points, and both parties mutually agree to extend this Negotiation Period, this ENA will need to be amended and will be subject to City Council approval; the term of any extension will be negotiated at that point in time.

C. Tasks to be Performed by Developer during the Negotiation Period

i. Plan for the Live District Site and the City Hall Site.

The Developer has already created various conceptual plans for the Live District Site and City Hall Site. The Developer may provide master plans for an Arena, Live! District, and Casino/Hotel on the Live District Site and City Hall Site, provided the scope and cost is agreed upon by the City and Developer and the City is responsible for all third party costs associated with the master plans pursuant to paragraph 4 below. The City shall retain the right to comment on and approve any master plan(s) created by Developer during the Negotiation Period.

ii. Schedule, Scope, Financing Plan and Due Diligence

During the Negotiation Period, the Developer shall provide to the City, or make available for review by the City, the following:

a) A schedule and scope for design, permitting, construction, and completion of improvements for a Live District and Casino/Hotel, and

b) A tenanting strategy for a Live District and Casino/Hotel.

c) A proposal setting forth business terms for acquisition and development of the properties in the Live District Site and City Hall Site. The proposal shall include a proforma, schedule of closing and development, proposed consideration to be paid by the Developer, and actions to be taken by the City prior to closing.

d) Developer may complete all necessary due diligence on the Live District Site and City Hall Site prior to the execution of the DDA. Any third party expenses incurred as part of this due diligence shall be at the City's sole expense.

e) During the Negotiation Period, the Developer shall work with the City to create a viable financing plan, utilizing a combination of public and private capital sources, and proforma demonstrating the economic viability of a Live District and Casino/Hotel.

f) Developer shall work with the City to determine the economic viability of an Arena, requirements for public financing, availability of public financing, recruit a NHL or NBA team, and any negotiations with the NHL or NBA team and arena operator.

All terms and conditions of each DDA will be defined and negotiated subject to all existing deed restrictions or contractual obligations on the Live District Site and City Hall Site, provided same are acceptable to Developer in its sole and absolute discretion.

3. Development Concept

A. Development Program

The negotiations hereunder shall be based on a development program encompassing the Live District Site, the timely construction of and opening of a Live District on the Live District Site. Once the City Hall Site is vacant, provided the Developer or its affiliate have entered into a DDA for the City Hall Site, the Developer or its affiliate would begin demolition of the existing structures to make way for its new Casino/Hotel. The design, architecture and exact dimensions of the City Hall Site will be defined during the negotiation of the DDA for the City Hall Site. Provided an Arena is economically viable and recruitment of a NHL or NBA team likely, these negotiations may include the construction of an Arena on the Live District Site or in close proximity thereto.

B. Developer's Findings, Determinations, Studies and Reports

The Developer shall keep the City reasonably informed of its progress in determining the feasibility of the Arena, Live District, and Casino/Hotel by making oral progress reports to the City.

4. Expenses, City Payment and Purchase Price

Except as hereinafter provided, the City and the Developer shall each bear their own costs in connection with negotiating and finalizing this ENA and the DDAs.

The purchase price and/or other consideration to be paid by Developer under each of the DDAs will be established as a result of negotiations between City and Developer. Such purchase price and/or other consideration will be based upon such factors as market conditions, density of development, costs of development, risks of City, risks of Developer, estimated Developer profit, public purpose and/or fair market value for the uses permitted to be developed and financial requirements of City, and will be subject to approval by the Las Vegas City Council after a public hearing as required by law. All other terms relevant to the disposition of the Live District Site and the City Hall Site, including but not limited to additional deposits, shall be determined during the negotiation period as described in this ENA.

Notwithstanding anything that can be interpreted to the contrary, and subject to the monetary limit set forth in the following paragraph, the City shall pay for all third party

expenses, excluding attorney's fees, associated with any of Developer's responsibilities under this Agreement. This includes but is not limited to architects, engineers, economic consultants, parking consultants, etc.

Prior to incurring any third party expenses, Developer shall submit to the City, for its review and approval, a budget of all third party expenses Developer expects to incur in order to fulfill its responsibilities under this Agreement ("Approved Third Party Expenses"). The City may split the budget for Approved Third Party Expenses over more than one Fiscal Year during the Negotiation Period. A Fiscal Year shall be defined as the months between July 1st and June 30th. The City shall only be obligated to pay for Approved Third Party Expenses, not to exceed an aggregate amount of $150,000. In addition, ownership of all studies, reports or other deliverables generated as a result of any Approved Third Party Expenses paid for by the City shall be transferred and assigned to the City ***if a DDA is not entered into between the City and Developer for the Live District Site and/or the City Hall Site***. If necessary, Developer shall assign ownership of any said studies, reports and other deliverables to the City.

Should Approved Third Party Expenses be incurred by Developer, from time to time the City will be invoiced by Developer and shall reimburse Developer for the approved third party expenses within thirty (30) days from the date of City's receipt of the invoice ("Due Date"). If the City fails to make such payment by the Due Date, the City shall pay Cordish 12% interest per annum for the money owed until actually paid. The obligations contained within this paragraph 4 shall survive the termination or expiration of this ENA.

5. Developer

A. Nature of Developer

Developer is The Cordish Companies, Inc., a Maryland corporation. If Developer chooses to form a partnership or limited liability company, in the future and they wish to assign the rights of this ENA to this new entity or partnership, such assignment shall not require the prior written approval of the City. The City recognizes that each of the DDAs shall be entered into by an affiliate of Developer.

B. Office of Developer

The principal office of Developer is:

601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: Blake Cordish

C. Full Disclosure of Principals

Developer is required to make full disclosure to City of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators,

development manager, consultants, professionals and directly-involved managerial employees of Developer is subject to the approval of City, approval shall not be unreasonably withheld.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including, partners or members of The Cordish Companies, Inc., as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same, including any assignee of this ENA and all key employees. Throughout the term hereof, Developer shall provide written notification of any material change in the above disclosure within 30 days of any such change, pursuant to Section 14 (Notices).

6. Developer's Financial Capacity

A. Financial Ability

Prior to execution of the DDAs, Developer shall submit to City satisfactory evidence of its ability to finance and complete the development, if not already provided.

B. Construction Financing

Developer's proposed method of obtaining construction financing for the development of the Live District Site shall be submitted concurrently with Developer's proposed DDA for the Live District Site to City for approval, if not already provided.

C. Long-Term Development Financing

Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA for the Live District Site to City for approval, if not already provided.

D. Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to City of its methods of financing to be used in the development of the Live District Site and the City Hall Site.

7. Developer's Responsibilities

A. Return of Site to Original Condition

Developer hereby agrees to return the Live District Site and the City Hall Site to its original condition, as commercially reasonable, upon completion of any investigations requiring access to the Live District Site and the City Hall Site, as applicable. This includes replacement of any dust palliative which may be disturbed by vehicles and personnel permitted to access the Live District Site and the City Hall Site.

B. Indemnification and Hold Harmless

Developer will indemnify and hold harmless the City, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in accessing the Live District Site and the City Hall Site. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the negligence or wrongful acts of the City, its officers, employees and/or agents.

8. City's Responsibilities

A. City Assistance and Cooperation

City shall cooperate fully in providing Developer with appropriate information and assistance.

B. RIGHT TO ENTER

AS SET FORTH IN EXHIBIT "D," CITY GIVES DEVELOPER THE RIGHT TO ENTER THE LIVE DISTRICT SITE AND THE CITY HALL SITE, SUBJECT TO CURRENT TENANT APPROVALS, TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF EACH SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

9. Real Estate Commission

The City shall not be liable for any real estate commission or brokerage fees, which may arise here from, unless due to the actions of the City. Developer represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold City harmless from any claim by any broker or finder retained by Developer. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and the City agrees to hold the Developer harmless from any claim by any broker or finder retained by the City.

10. Limitations of this ENA

By its execution of this ENA, City is not committing itself to or agreeing to undertake:

A. The disposition of the Live District Site or the City Hall Site to Developer; or,

B. Any other acts or activities requiring the subsequent independent exercise of discretion by the City or any City department or board thereof.

This ENA does not constitute a disposition of property or exercise of control over property by City. Execution of this ENA by City is merely an ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by City and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

By its execution of this ENA, Developer is not committing itself to or agreeing to undertake the acquisition of the Live District Site or the City Hall Site from the City.

This ENA does not constitute an agreement to acquire or develop the Arena, the Live District and/or the Casino/Hotel by the Developer. Execution of this ENA by the Developer is merely an ENA to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Developer as to any and all proceedings and decisions in connection therewith.

11. Temporary Events on Live District Site and/or City Hall Site

During the term of this ENA the City, in its sole and absolute discretion, shall have the right to utilize any portion of the Live District Site and/or City Hall Site to host temporary events (i.e. rodeos, carnivals, etc.).

12. Deposit

Within 30 days after the execution of this ENA, Developer shall provide the City with a One Hundred Thousand Dollar ($100,000) deposit ("Deposit"). The Deposit shall be placed in an interest bearing account, insured by the Federal Deposit Insurance Corporation for the benefit of the Developer. For any reason or no reason, should the City and Developer fail to enter into a DDA for the Live District Site or City Hall Site during the Negotiation Period or if the Negotiation Period expires, including any extensions thereto, or if the ENA is terminated pursuant to paragraph 2.A. above, One Hundred percent (100%) of the Deposit shall be refunded to Developer with interest within 10 days after the termination or expiration of this ENA. In addition, if a DDA is entered into for the Live District Site or City Hall Site, One-hundred percent (100%) of the Deposit shall be refunded to Developer with interest within 10 days after the execution of either DDA.

13. Conflict of Interest

A. An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this ENA, payments under this ENA, or work under this ENA, shall not be directly or indirectly interested personally in this ENA or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this ENA, shall become directly or indirectly interested personally in this ENA or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this ENA.

B. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this ENA.

C. Developer represents and warrants that it has, in accordance with the current policy of City, disclosed the ownership and principals of Developer on Exhibit "C", "Disclosure of Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

14. Notices

All legal notices required pursuant to the terms and conditions of this ENA shall be in writing. Any notice required to be given under the terms of this ENA shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) on the next business day when sent by a nationally recognized over-night delivery service, or (iii) on the fifth day after being sent by U.S. mail via certified mail-return receipt requested at the following addresses:

If to Developer:

The Cordish Companies, Inc.
c/o 601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: Blake Cordish

With a copy to:

The Cordish Companies, Inc.
c/o 601 East Pratt St., 6th Floor
Baltimore, MD 21202
Attention: General Counsel

If to City:

City of Las Vegas
City Managers Office
Attn: Scott Adams, Chief Urban Redevelopment Officer
400 Stewart Avenue, Eighth Floor
Las Vegas, 89101

And:

City of Las Vegas
City Attorneys Office
Attn: Bradford Jerbic
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

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.....
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IN WITNESS WHEREOF, the parties hereto have caused this Exclusive Negotiation Agreement to be executed on the date set forth above.

City of Las Vegas

By _____
Oscar B. Goodman, Mayor Date

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____ 10/26/09
Date

The Cordish Companies, Inc.
a Maryland corporation

By: BLAKE COHEN

By _____ 11.24.09
"Developer" Date

EXHIBIT "A-1"

Live District Site

Assessor Parcels comprising the Live District Site include, but are not limited to:

ASSESSOR PARCEL#
139-34-501-011
139-34-512-001
139-34-512-004
139-34-512-005
139-34-512-008
139-34-512-009
139-34-512-010
139-34-512-011
139-34-512-012
139-34-512-013
139-34-512-014
139-34-512-015
139-34-512-018
139-34-512-019
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139-34-512-022
139-34-512-023
139-34-512-024
139-34-512-025
139-34-512-034
139-34-512-035
139-34-512-036
139-34-512-037
139-34-512-038
139-34-512-039
139-34-512-048
139-34-512-050
139-34-512-051
139-34-512-052
139-34-512-053
139-34-512-055
139-34-512-056
139-34-512-099
139-34-512-100

EXHIBIT "A-2"

City Hall Site

Assessor Parcels comprising the City Hall Site include, but are not limited to:

ASSESSOR PARCEL#
139-34-501-003
139-34-510-045

EXHIBIT "B"

Site Map

Legend

City Hall Site

Live District Site

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

The principals and partners of The Cordish Companies, Inc. and all persons and entities holding more than 1% (one percent) interest in The Cordish Companies, Inc., or any principal or key employee or officer of the The Cordish Companies, Inc. are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	David S. Cordish	601 East Pratt Street, Sixth Floor Baltimore, Maryland 21202	410-752-5444
2.	Blake Cordish	Same as above	Same as above
3.	Jonathan Cordish	Same as above	Same as above
4.	Reed Cordish	Same as above	Same as above
5.	Joseph S. Weinberg	Same as above	Same as above
6.	Charles F. Jacobs	Same as above	Same as above
7.	Port Telles	Same as above	Same as above
8.	Gary Block	Same as above	Same as above
9.	Zed Smith	Same as above	Same as above
10.	Chase Martin	Same as above	Same as above
11.	Taylor Gray	Same as above	Same as above

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

The Cordish Companies, Inc.

By: _____

State of Maryland
~~County~~ of Baltimore City

Subscribed and sworn to before me this 26th day of Oct., 2009
by Blake L. Cordish.

Jeanne C Anacker
Notary Public

JEANNE C. ANACKER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

EXHIBIT "D"

RIGHT-OF-ENTRY FORM
FOR
The Cordish Companies

The City of Las Vegas hereby authorizes Right-of-Entry onto parcels listed in Exhibits A-1 and A-2 of the EXCLUSIVE NEGOTIATION AGREEMENT ("ENA") dated _____, 2009, which are located at Las Vegas Boulevard and Stewart Avenue to The Cordish Companies, Inc. for the purpose of performing surveys, environmental and/or geotechnical services on said City of Las Vegas owned parcels. The parcels listed in Exhibits A-1 and A-2 of the ENA are incorporated herein by reference and summarized in Attachment "1".

City of Las Vegas contact person is: Bill Arent, 702-229-6551

The Cordish Companies, Inc., contact person is: Blake Cordish, 410-659-9491

City of Las Vegas

by:_____ _____
Elizabeth N. Fretwell, City Manager Date

INDEMNIFICATION

The Cordish Companies, Inc., hereby agrees to protect, indemnify, and hold City of Las Vegas, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which City of Las Vegas, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from City of Las Vegas, its officers, employees or agents, that are caused by the wrongful acts or omission of, negligence of The Cordish Companies, Inc. or its officers employees, contractors, subcontractors and agents. This indemnity and hold harmless obligation shall not apply to claims, demands or causes of action caused by the negligence or wrongful acts of the City of Las Vegas, its officers, employees and/or agents.

In this connection, The Cordish Companies, Inc., expressly agrees, at its sole cost and expense, to defend the City of Las Vegas, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise, against which The Cordish Companies, Inc., has agreed to indemnify the City of Las Vegas, its officers, employees and agents in the above paragraph. If The Cordish Companies, Inc. fails to do so, after notice to The Cordish Companies, Inc., the City of Las Vegas shall have the right, but not the obligation to defend same and to charge the reasonable direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to The Cordish Companies, Inc.

The Cordish Companies, Inc., agrees to restore the site to its original condition as much as possible, and agrees to conduct its testing in a manner which will cause the least amount of disruption to the present users. This agreement does not constitute or imply any binding contracts or other commitments between the City of Las Vegas and The Cordish Companies, Inc., The Cordish Companies, Inc. agrees that it proceeds at its own risk and agrees that the results of said testing shall be shared with City of Las Vegas.

The Cordish Companies, Inc.

By: _____ Date: 11-24-09

ATTACHMENT "1"

Parcel Listing

Assessor Parcels included, but not limited to in this ENA are:

ASSESSOR PARCEL#
139-34-501-003
139-34-501-011
139-34-510-045
139-34-512-001
139-34-512-004
139-34-512-005
139-34-512-008
139-34-512-009
139-34-512-010
139-34-512-011
139-34-512-012
139-34-512-013
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139-34-512-025
139-34-512-034
139-34-512-035
139-34-512-036
139-34-512-037
139-34-512-038
139-34-512-039
139-34-512-048
139-34-512-050
139-34-512-051
139-34-512-052
139-34-512-053
139-34-512-055
139-34-512-056
139-34-512-099
139-34-512-100

SITE MAP

Legend

City Hall

City Owned Land

0 120 240 480 Feet

02/18/2009

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding a Disposition and Development Agreement between City Parkway IV A, Inc., and PH ICE, LLC, for 301 West Mesquite (APN 139-27-401-031) - Ward 5 (Barlow) [NOTE: This item is related to Council Item 65 (R-68-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
City Council approved the execution of an Exclusive Negotiation Agreement between City Parkway IV A, Inc., and PH ICE, LLC, on November 4, 2009 to investigate the construction of an office building for the US Immigration and Customs Enforcement. If PH ICE, LLC, is awarded the contract by the US General Services Administration, then developer will close escrow. The Disposition and Development Agreement defines the purchase price of $400,000.

RECOMMENDATION:
Approval, and authorize the President of City Parkway IV A, Inc., to execute the Disposition and Development Agreement and all other related documents.

BACKUP DOCUMENTATION:
1. Disposition and Development Agreement
2. Disclosure of Principals
3. Site Map

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into this ___ day of October, 2010, by and between CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation ("CPY"), and PH ICE, LLC, a Nevada limited liability company (the "Developer").

WITNESSETH:

WHEREAS, CPY desires to sell to the Developer and the Developer desires to purchase from CPY certain real property that is depicted in Exhibit "A" and is described more particularly in Exhibit "B" which are attached to this Agreement (the "Site").

WHEREAS, CPY and Developer mutually desire that the Site be developed with an office building as described in this Agreement.

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions for the development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

By executing this Agreement, CPY agrees to sell to the Developer and the Developer agrees to purchase the Site as described above.

2. THE SITE

a. The Site is designated as APN 139-27-401-031 and consists of approximately 5.25 gross acres as depicted in Exhibit "A" and described more particularly in Exhibit "B", each of which are attached to this Agreement.

b. The Site is subject to ground leases between CPY and Three Star Auto Body, CBS Outdoor (with respect to a billboard), and Viacom (with respect to a billboard) (the "Existing Leases"). Negotiation and payment for any termination of the Three Star Auto Body lease will be the sole responsibility of the Developer although CPY shall assign its rights under such lease to the Developer at the closing of the purchase of the Site by the Developer to allow termination of the lease by the Developer. The billboard leases shall remain in effect and revenue shall belong to CPY; provided, however, the Developer and CPY agree to negotiate during the Feasibility Review Period (as hereinafter defined) an option agreement in favor of the Developer to acquire CPY's rights under the billboard leases. Should the Developer not acquire such rights, after the close of escrow, the Developer shall enter into lease or easement agreements allowing

allowing CPY to maintain its agreements with CBS Outdoor and Viacom at no cost to CPY. The entering into such lease or easement agreements shall be a condition to CPY's obligation to close escrow. The Site may be impacted by future freeway development by the Nevada Department of Transportation. It shall be the responsibility of the Developer to develop a site plan compatible with the NDOT proposal.

3. PARTIES TO THE AGREEMENT

a. CPY is a Nevada not-for-profit corporation. The office of CPY is located at 400 Stewart Boulevard, Las Vegas, Nevada 89101. CPY shall have the right to assign this Agreement to the City or the City of Las Vegas Redevelopment Agency.

b. The Developer is PH ICE, LLC, a Nevada limited liability company. The principal office of the Developer is located at 100 N. City Parkway, Suite 1700, Las Vegas, Nevada 89106. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Developer. The Developer shall disclose to CPY its principals in accordance with City Resolution No. R79-99 as amended by Resolution No. R-105-99.

c. The qualifications and identity of the Developer are of particular concern to the City and CPY, and it is because of such qualifications and identity that CPY has entered into this Agreement with the Developer. The Developer agrees that:

i. no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; and
ii. the Developer shall not assign all or any part of this Agreement without the prior written approval of CPY.

This Agreement may be terminated by CPY if there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require CPY's approval hereunder:

i. A transfer to any person or entity in which the Developer has a minimum of fifty-one percent (51%) of the ownership interest and management control;

ii. A transfer resulting from the death or mental or physical incapacity of an individual;

iii. A transfer or assignment in trust for the benefit of a spouse, children, grandchildren, other family members or for charitable purposes; and

iv. A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust.

4. ACQUISITION OF THE SITE

CPY agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The Purchase Price for the Site is Four Hundred Thousand Dollars ($400,000) payable at the close of escrow in accordance with the provisions of Section 5.

5. PAYMENT OF PURCHASE PRICE

The Purchase Price described in Section 4 shall be paid as follows:

a. In payment of the Purchase Price, at or before the close of escrow, the Developer shall deposit in escrow the Developer's promissory note in the principal amount of $400,000 payable to CPY (the "Note"). The Note shall bear interest at five percent (5.0%) per annum, simple interest accruing until due and shall be due and payable at the earlier of (i) the closing of a permanent loan (the "Permanent Loan") replacing or refinancing the Project Loan (hereinafter defined in Paragraph b of this Section 5); (ii) six (6) months after completion of the Building (hereinafter defined in Paragraph a of Section 6) as evidenced by a certificate of occupancy; or (iii) the date two (2) years after the close of escrow. The Note will be in the form of Exhibit "C" attached to this Agreement.

b. The Note shall be secured by Developer's Deed of Trust (the "Deed of Trust") encumbering the Site in the form of Exhibit "D" attached hereto. Upon the delivery of a construction loan and permanent financing letter of commitment from a licensed lender, CPY will, at the request of the Developer, subordinate the rights of CPY under the Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan (the "Project Loan") for the development of the Site. CPY hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by CPY of its right under the Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan.

6. SITE DEVELOPMENT

Any and all development on the Site will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City. Before commencement of construction or development of any buildings or other work of improvement related to the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be

required by the City, any other governmental agency or any other party affected by such construction, development or work.

The Developer shall carry out the construction of the Site improvements in conformity with all applicable laws. The Developer shall require all contractors and subcontractors performing new construction work on the Site to pay construction workers prevailing wages for each craft and classification as determined by the Labor commissioner pursuant to NRS 338.030 or its successor statute. The term "new construction work" as used in this paragraph shall apply to all construction and development work within the Site. The Developer also agrees to comply with the terms and conditions of the Employment Plan attached hereto as Exhibit "E".

If the Developer finances the acquisition and development of the Site and related activities, such financing shall be subject to the approval of CPY, which approval will not be unreasonably withheld, conditioned or delayed.

No later than the time specified in the Schedule of Performance (as hereinafter defined), the Developer shall submit to CPY evidence satisfactory to CPY that the Developer has the equity capital and firm and binding loan commitments for construction financing necessary for development of the Site.

CPY and the Developer agree that it is their intent that the Site be developed as follows:

a. CPY and the Developer agree that the development on the Site will be an office building consisting of at least 55,000 square feet (the "Building") for lease to the General Services Administration of the United States ("GSA") for occupancy by Immigration and Customs Enforcement. Included in the development of the Site will be a surface parking lot on the Site.

The Developer shall satisfy the following conditions precedent prior to the close of escrow: the Developer shall (i) have been awarded by the GSA a lease whereby the Developer leases the office building to the GSA for occupancy by Immigration and Customs Enforcement (the "GSA Lease") and (ii) have entered into the GSA Lease with the GSA. The Site shall be developed as follows:

(1) The Site will be built in accordance with the Site Plan attached hereto as Exhibit "A". The Site shall be developed as provided in the Scope of Development attached hereto as Exhibit "F". Within the time set forth in the Schedule of Performance attached hereto as Exhibit "G", the Developer shall prepare and submit to CPY for review and written approval Basic Concept Drawings and related documents containing the overall plan for development of the Site. The Basic Concept Drawings shall conform to this Agreement, including the Scope of Development. The Basic Concept Drawings shall include a site plan, elevations and an architect's rendering. CPY shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by CPY to either approve or disapprove within

such time shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval. The Site shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and CPY. Any such changes shall be within the limitations of the Scope of Development.

(2) Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to CPY for review and written approval the following plans, drawings, related documents and any subsequent revisions thereto ("Plans and Drawings"):

1. Final Architectural Plans;
2. Final Plot Grading Utility Plans;
3. Final Structural Plans;
4. Final Mechanical and Electrical Plans; and
5. Final Landscaping Plans.

CPY's approval shall be limited to the exterior elements of the Site development only. The Developer agrees to construct in accordance with the approved Plans and Drawings. If the Developer desires to make any material change to the Site after approval of the Plans and Drawings, the Developer shall submit the proposed changes to CPY for its approval. CPY shall notify the Developer within fifteen (15) days after receipt of its approval or disapproval. Such changes in the Plans and Drawings shall, in any event, be deemed approved by CPY unless rejected, in whole or part, by written notice thereof to the Developer setting forth in detail the reasons therefore, and such rejection shall be made within such 15-day period.

(3) The Site will be developed within the time schedule set forth herein in the Schedule of Performance. Developer agrees that, in all events, within twelve (12) months after the acquisition of the Site, the Developer will begin construction and will complete such construction within eighteen (18) months after commencement of construction. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(4) The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

b. So long as any of the principal amount of the Note is outstanding, the Developer shall furnish or cause to be furnished to CPY duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS ($1,000,000) for any person, FIVE MILLION DOLLARS ($5,000,000) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS ($500,000) property damage, naming CPY and the City as additional

coinsured. The Developer shall also furnish or cause to be furnished to CPY evidence satisfactory to CPY that any contractor with whom it has contracted for the performance of work on the Building carries workers' compensation insurance as required by law.

c. For the purposes of assuring compliance with this Agreement, representatives of CPY and the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of CPY or the City shall be those who are so identified in writing by the President of CPY, CPY and the City shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the provision of NRS 41.035.

d. Failure on the part of the Developer, after acquisition of the Site to comply with the provisions of this Section 6 shall be a default under the Deed of Trust as set forth in the Deed of Trust.

7. GENERAL REPRESENTATIONS AN WARRANTIES

a. Representations and Warranties by City. CPY represents and warrants that as of the date hereof and the date of close of escrow:

(1) CPY is a Nevada not-for-profit corporation.

(2) CPY has all requisite power and authority to enter into and perform its obligations under this Agreement.

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

(4) To CPY's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

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

(6) To CPY's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

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

(8) The execution of this Agreement by CPY does not violate any provision of any other agreement to which CPY is a party.

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

As used in this Agreement, the term "CPY's actual knowledge" means the actual knowledge of the President of CPY which is Elizabeth N. Fretwell.

b. Representations and Warranties of the Developer

The Developer represents and warrants to CPY that as of the date hereof and the date of close of escrow:

(1) The Developer is a limited liability company duly organized and existing under the laws of the State of Nevada.

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

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

(4) The execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.

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

(6) Neither the Developer nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has

made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

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

8. EARNEST MONEY DEPOSIT

Concurrently with its execution of this Agreement, the Developer has delivered to Escrow Agent (as hereinafter defined) a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of Fifty Five Thousand Dollars ($55,000.00).

9. ACQUISITION AND CONVEYANCE; CONDITION PRECEDENT

In accordance with and subject to all the terms, covenants and conditions of this Agreement. CPY agrees to convey to the Developer the Site in accordance with this Agreement.

10. ESCROW

a. The Developer agrees to open an escrow with Nevada Title Company (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within three (3) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CPY and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. CPY and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 10 in writing, delivered to CPY and to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

b. The Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

1. All of the escrow fee and the recording costs for the Deed of Trust;

2. All of the premium and costs for the title insurance policies or special endorsements to be paid by the Developer as set forth in Section 17 of this Agreement;

3. Any state, county or city documentary transfer tax;

4. The cost of the ALTA survey; and

5. Reimbursement of appraisal fees of $9,000.

c. CPY shall pay in escrow to the Escrow Agent the following fees, charges and costs after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the scheduled date for the close of escrow:

1. The recording costs for the Deed; and

2. Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title.

d. Not later than one business day prior to the Closing Date, CPY will deposit with the Escrow Agent the following:

1. The Deed duly executed and acknowledged by CPY.

2. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

e. Not later than one (1) day prior to the close of escrow, Developer shall deposit and delivery to Escrow Agent the following items:

1. The Deed accepted and duly executed by the Developer.

2. The Note duly executed by Developer.

3. The Deed of Trust duly executed and acknowledged by Developer.

4. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

f. The Escrow Agent is authorized and instructed to:

1. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 10 and related solely to the acquisition and transfer of the Site to the Developer. Before such payments are made, the Escrow Agent shall notify CPY and the Developer of the fees, charges and costs necessary to clear title and close the escrow.

2. Disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by CPY and the Developer.

3. Obtain and charge the Developer all of the premiums and costs for the title insurance policies and endorsements thereto.

4. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

5. After the close of escrow, return the Earnest Money Deposit (after payment of expenses) to the Developer.

g. All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

h. If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither CPY nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CPY and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 10 shall be construed to impair or affect the rights or obligations of CPY or the Developer to specific performance.

i. The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both CPY and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

j. Any amendment of these escrow instructions shall be in writing and signed by both CPY and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to CPY or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between CPY and the Developer.

k. The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 10 to 17, inclusive, of this Agreement.

l. Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

a. provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, conveyance to the Developer of title to the Site shall be completed on or prior to April 18, 2011 (the "Closing Date"). CPY and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

b. Notwithstanding any other provisions of this Agreement, the Developer's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the Developer of each of the conditions precedent described below, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to close of escrow:

1. CPY shall not be in violation of any of its material obligations under this Agreement;

2. The Developer has been able to obtain a Project Loan upon terms and conditions that are acceptable to the Developer in the Developer's sole and absolute discretion; and

3. Prior to the close of escrow, the Developer and the GSA have entered into the GSA Lease.

c. Notwithstanding any other provision of this Agreement, CPY's obligation to process with the close of escrow is subject to the fulfillment or waiver by CPY of each of the conditions precedent described below, which are solely for the benefit of CPY and which shall be fulfilled or waived prior to close of escrow:

1. The Developer shall not be in violation of any of its material obligations under this Agreement;

2. The Developer has been able to obtain a Project Loan upon terms and conditions that are acceptable to the Developer in the Developer's sold and absolute discretion;

3. Prior to the close of escrow, the Developer and the GSA have entered into the GSA Lease; and

4. The Developer is prepared at the close of escrow to execute and deliver the Note, the Deed of Trust along with all financing statements required to perfect CPY's security interest under the Deed of Trust.

d. Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 14 of this Agreement.

12. FORM OF DEED

CPY shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 13 of this Agreement by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit I to this Agreement.

13. CONDITION OF TITLE

a. CPY shall convey to the Developer fee simple title subject to:

1. A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

2. The Parkway Center Site Development Standards dated June 14, 1999, as may be supplemented for the Site.

3. The Existing Leases.

4. Exceptions disclosed by the Title Report described in Paragraph b of this Section 13 or the ALTA survey described in Paragraph b of this Section 13, or any Supplemental Report, and which are approved or deemed approved by the Developer in accordance with this Section 13.

5. Any and all other exceptions, easements, conditions, covenants or reservations set forth in the Deed and of record.

b. The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site. The Developer shall obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to CPY being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in such title report and ALTA survey as to the Site to be acquired by giving the Escrow Agent written notice thereof within sixty (60) days of the Effective Date of this Agreement as defined in Section 39. Failure to give written notice by the date of closing, of approval or disapproval to the Escrow Agent of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, CPY shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to the Developer, unless the Developer waives its objection in writing delivered to CPY and to the Escrow Agent. If CPY shall agree to remove any exception objected to by the Developer, CPY shall then have until the date for close of escrow within which to remove such exception. If CPY is unable to remove any exception objected to by the Developer and which CPY has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and receive a return of all funds (including the Earnest Money Deposit) and documents; or (2) waive the objection and close escrow.

CPY agrees not to encumber the Site after the effective date of this Agreement, and further agree to remove any monetary liens against its Site, and any voluntary encumbrances allowed to be placed against such Site after such effective date.

14. FEASIBILITY REVIEW; INSPECTION

a. The Developer will have approved, by no later than one hundred twenty (120) days from the Effective Date of this Agreement ("Feasibility Review Period"), the condition of the Site and the feasibility of the Developer's development plan therefore. The Developer's feasibility review will pertain to the Developer's review of and satisfaction with the following:

(i) The availability of approvals by all governmental bodies having jurisdiction over the Site for the Developer's intended development thereof; and

(ii) The Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site.

(iii) Those items contained in Section 11 (b) herein.

b. The Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of the Developer's disapproval of any of the foregoing matters; provided, however, that if the Developer fails to notify CPY and Escrow Holder of the Developer's disapproval of the feasibility of the Developer's proposed development of the Site by written notice delivered to CPY no later than the date of expiration of the Feasibility Review Period, the Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, the Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement (except for the obligation intended to survive a closing). Escrow Agent shall immediately refund to the Developer its full Earnest Money Deposit.

c. During the term of the Feasibility Review Period (as defined in the above Section), the Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as the Developer may reasonably require; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that the Developer notified CPY in writing at least forty-two (42) hours prior to the date that the Developer intends to conduct invasive testing or inspections on the Site. Following the Developer's inspections or testing on the Site, the Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If the Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and the Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPY), its affiliates or assignees, which are under the control of CPY and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, the Developer, its officers, agents or employees and occurs from any such cause. If the Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, the Developer will immediately notify CPY of the

same. The indemnity obligations of the Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. The Developer covenants and agrees upon request of CPY to promptly deliver to CPY without charge therefore, the results and copies of any and all environmental reports and related correspondence.

d. The Developer covenants and agrees to pay in full for all materials joined or affixed to the Site and to pay in full all persons who perform labor upon the Site, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of the Developer; and the Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to CPY) CPY, its affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

15. TIME FOR PLACE AND DELIVERY OF DEED

Subject to any mutually agreed upon extensions of time, CPY shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

The Parties shall also timely deliver into escrow (i) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (ii) all documents set forth in Section 10; (iii) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (iv) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 11 of the Agreement, Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 17 of the Agreement. The recordation of the Deed shall constitute the close of escrow.

17. TITLE INSURANCE

Concurrently with recordation of the Deed, and as a condition of closing, the Escrow Agent and any required co-insurer shall provide and deliver to the Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 13 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by the Developer.

If the Developer desires to obtain extended coverage for its title policy, CPY shall provide the Escrow Agent at closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments and assessed and levied on the Site for any period subsequent to conveyance of title thereto. The Developer agrees it shall not apply after close of escrow for the real property tax abatement arising from a LEED certification and such abatement or increment shall be available to the City of Las Vegas Redevelopment Agency. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any other person except that of the approved easements of record and the Existing Leases.

20. "AS IS" SALE

a. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, CPY makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPY makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

b. Release and Waiver.

Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights causes of action and claims which the Developer has or may have in the future

against CPY, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify CPY from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorney fees) against or incurred by CPY after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

c. Warranties.

CPY agrees that it is making no representations or warranties regarding the environmental condition of the Site.

d. Definitions.

1. As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste" or "restricted hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and

Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

2. As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, and comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary and non-tributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

e. The Developer, and each subsequent owner or occupant of the site, shall require each and every transferee to be bound by the provisions of Article III (except for section 3.2 (a)) of the Donation, Purchase and Sale Agreement dated December 27, 2000, and the Reinstatement and First Amendment to Donation, Purchase and Sale Agreement and Escrow Instructed dated May 16, 2001 between UP and the City (collectively the ("UP Agreement"). The Developer further acknowledges that it has received and reviewed the provisions of Article III of said Agreement. The Developer acknowledges that the Deed contains the Developer's agreement to be bound by such provisions.

f. To the extent any covenants in the UP Agreement are assignable, the Developer and City will execute an assignment of the City's rights under the UP Agreement and agreeable to CPY and Developer. CPY will assist Developer in interfacing with UP in connection with the City's rights under the UP Agreement.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be

responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 6. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof without the written consent of CPY.

23. RESERVED

24. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

25. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations with respect to the purchase of the site, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, CPY shall be entitled to terminate this Agreement and receive the Earnest Money Deposit from the Escrow Agent.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

a. Written notice of default is provided to the party in default; and

b. Within twenty (20) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

26. RESERVED

27. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

28. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

29. NON-LIABILITY OF CPY AND CITY OFFICIALS AND EMPLOYEES

No official or employee of CPY or the City shall be personally liable to the Developer for any default or breach of CPY, for any amount which may become due to the Developer or for any obligation of CPY under the terms of this Agreement.

30. NOTICES, DEMANDS AND COMMUNCIATIONS

Formal notices, demands and communications between CPY and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of CPY and the Developer as set forth in this Section 30. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to CPY:
Office of Business Development
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

With a copy to:
City Attorney's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Developer:
PH ICE, LLC
100 N. City Parkway, Suite 1700
Las Vegas, Nevada 89106
Attention: Managing Member

31. SUBSEQUENT CITY APPROVALS

Any approvals of CPY required or permitted by the terms of this Agreement may be given by the President of CPY or such other person that CPY designates in writing.

32. TERM

The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto, except that all warranties contained herein shall

survive the closing and shall remain in effect for the benefit of the Parties for one year after such closing.

33. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, and H attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

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

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPY and the Developer and no waiver of one provisions shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of CPY and the Developer.

34. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

35. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

36. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

37. RESERVED

38. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

39. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement will have been approved on _____, 2010 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by CPY ("Effective Date").

SIGNATURES ON NEXT PAGE

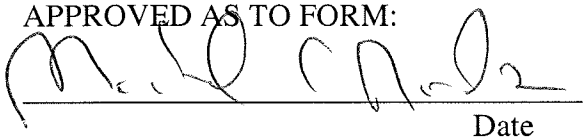
Date of City Council Approval:

_____, 2010

CITY PARKWAY IV-A, INC.

By: _____
President
"CPY"

APPROVED AS TO FORM:



_____
Date
10-11-10

ATTEST:

_____
City Clerk

_____, 2010

PH ICE, LLC, a Nevada limited liability company

By: PH LLC, a Nevada limited liability company

By: _____
Irwin A. Molasky

Its: Managing Member
"Developer"

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	SITE LEGAL DESCRIPTION
EXHIBIT "C"	NOTE
EXHIBIT "D"	DEED OF TRUST AND ASSIGNMENT OF RENTS
EXHIBIT "E"	EMPLOYMENT PLAN
EXHIBIT "F"	SCOPE OF DEVELOPMENT OF THE SITE
EXHIBIT "G"	SCHEDULE OF PERFORMANCE OF THE SITE
EXHIBIT "H"	GRANT, BARGAIN AND SALE DEED

EXHIBIT A

SITE DEPICTION

Exhibit "A" - Site Depiction

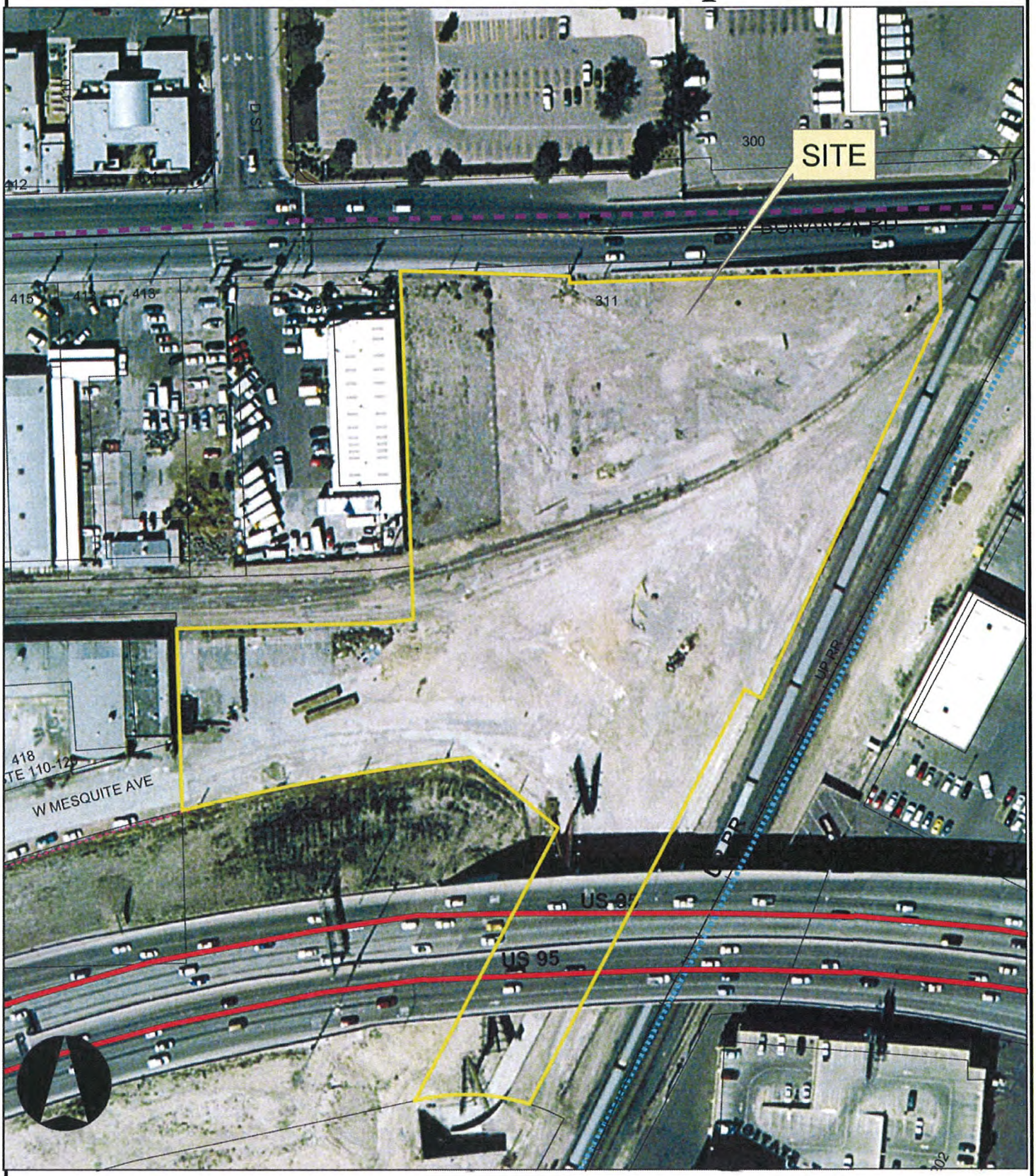


EXHIBIT B

SITE LEGAL DESCRIPTION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS,CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL TWO (2) AS SHOWN BY MAP THEREOF IN FILE 99 OF PARCEL MAPS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT C
PROMISSORY NOTE

$400,000

October ___, 2010
Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, PH ICE, LLC, a Nevada limited liability company (the "Developer"), hereby promises to pay to CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation ("CPY") at 400 Stewart Boulevard, Las Vegas, Nevada 89101 a principal sum of Four Hundred Thousand Dollars ($400,000). Interest shall accrue without compounding on the principal amount of this Promissory Note (the "Note") at the rate of five percent (5%) per annum. Principal and interest shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as CPY or any permitted assignee thereof may designate in writing.

A. Disposition and Development Agreement

This Note is made and delivered pursuant to and in implementation of that certain Disposition and Development Agreement by and between CPY and the Developer dated October ___, 2010 (the "DDA"). Except as otherwise specifically set forth herein, capitalized terms in this Note shall have the meaning ascribed to those terms in the DDA.

B. Repayment

The principal amount of this Note and accrued interest shall be due on the earlier of (i) the closing of the Permanent Loan; (ii) that date which is six (6) months after completion of the Building as evidenced by a certificate of occupancy, or (iii) the date two (2) years after the date hereof.

C. Transferability

This Note may not be transferred or assumed without the prior written consent of CPY, provided that this Note may be transferred in connection with a transfer of the Project permitted by the Deed of Trust (defined below).

D. Prepayment

The Developer shall have the right to prepay in whole or part the principal amount at anytime.

E. Deed of Trust and Assignment of Leases

This Note shall be secured by a Deed of Trust Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") of even date herewith recorded against the Site.

F. Legal Actions; Attorneys' Fees and Costs

Developer agrees to pay the following costs, expenses and attorneys' fees paid or incurred by CPY after default by Developer and adjudication by a court: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Developer, any guarantor or any other party liable therefore or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of their Note or the security for it include, but not limited to, actions for declaratory relief that CPY is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that CPY is required to defend; and (4) CPY costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

G. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Developer fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from CPY, (ii) any default by Developer under the Deed of Trust, including Developer's covenant to commence and proceed with the construction of the Site, or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trustor. Upon the occurrence of any event of default and expiration of any applicable cure period, or at any time thereafter, at the option of CPY and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of CPY's option. CPY's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. CPY's failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

H. Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) ten percent (10%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

I. Waiver of Presentment

Developer and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

J. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at the address stated in the DDA or at such address as either party may designate by written notice.

K. This Note shall be binding upon Developer, its successors and its assigns.

L. This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

M. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall nto in any way be affected or impaired thereby.

PH ICE, LLC a Nevada limited liability company

By: PH LLC, a Nevada limited liability company

By: _____
Irwin A. Molasky, Manager

EXHIBIT D

DEED OF TRUST AND ASSIGNMENT OF RENTS

[To be completed during Feasibility Review Period based on Deed of Trust used by CPY and PH GSA LLC for the IRS building]

EXHIBIT E

EMPLOYMENT PLAN

City of Las Vegas

Economic Development Projects

&

Las Vegas Redevelopment Agency

Redevelopment Projects

EMPLOYMENT PLAN POLICY

Adopted

[Insert Date], **2010**

EMPLOYMENT PLAN POLICY TABLE OF CONTENTS

Section 1: City of Las Vegas: Economic Development Projects

Section 2: Las Vegas Redevelopment Agency: Redevelopment Projects

Attachment A: City of Las Vegas Resolution

Attachment B: Nevada Redevelopment Statute (NRS 279.572)

Attachment C: City of Las Vegas Economic Development Projects Reporting Templates

Attachment D: Las Vegas Redevelopment Agency Reporting Templates

Section 1: City of Las Vegas Economic Development Projects

Employment Plan Policy

POLICY

This employment plan is prepared in accordance with the [INSERT RESOLUTION NAME] dated [INSERT DATE] and the City of Las Vegas Economic Development Projects Employment Plan Policy (hereinafter referred to as "Policy"). (Attachment A). This Policy only applies to recipients of economic development assistance. In accordance with the Policy, developers and build-to-suit owners which receive economic development project funds are encouraged to hire individuals who live within the city of Las Vegas boundaries and are economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in economic development projects funded, in whole or part, by the City of Las Vegas (hereinafter referred to as "City"). The ultimate result of this Policy is to ensure that the persons identified in the resolution have the opportunity to benefit from economic development projects as fully as the community at large.

APPLICABILITY

Developers: Developers shall submit an employment plan for the construction phase of a project. For purposes of this Policy, the term "developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the City and includes developers of either speculative or build-to-suit projects.

The term "developer of speculative space" means any developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant. The term "build-to-suit developer" means any developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

The requirements of the Policy shall be included in the Owner Participation Agreement (OPA), the Disposition and Development Agreement (DDA) and/or the Participation Agreement (PA), (hereinafter collectively referred to as "Agreements"), between the developer and the City.

Build-to-suit Owners/Lessees: The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a 12-month post-construction phase of the economic development project. For purposes of this Policy, the term "build-to-suit

owner/lessee" means the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

Entire Project: Even though portions of a project may not be supported by City funds, developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Threshold: All economic development assistance from the City valued over $100,000 shall include an employment plan policy and will be subject to reporting requirements.

MINORITY & RESIDENT PARTICIPATION GOALS

To ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City contracts, it is the intent of this Policy to ensure the following City Economic Development Project goals are met:

1. **15%** participation of Minority, Women, Disabled and Veteran-Owned Business Enterprises "M/W/D/VBE's".

    - The minority participation goal represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBE's. Participation to be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers.

2. **30%** of all new jobs created as a direct result of the project are to be filled by bona-fide residents of the City of Las Vegas.

    - A resident is defined as an individual whose primary place of residence is within the City of Las Vegas. Verification of residence may be provided by the employee in the form of a driver's license or by legal address as evidenced on their IRS tax form.

An M/W/D/VBE may participate as a prime contractor, sub-contractor, a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If M/W/D/VBE and resident participation

goals are not met, information documenting specific actions taken must be submitted prior to the contract award in order to receive credit towards compliance.

DIVERSITY INCENTIVE

Projects receiving City economic development assistance call for specific minority and resident participation goals. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if **both** goals are successfully met. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The City's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. For non-cash incentives (i.e. the sale of land below fair market value), the City may require a cash deposit of 10% to be awarded based on successful achievement of participation goals.

Prior to the start of construction, failure to adhere to all required program elements will constitute grounds for withdrawal of the entire incentive.

PROGRAM ELEMENTS: DEVELOPER

The developer shall adhere to the employment plan only during the construction phase of the development.

A. **Initial Submittals**: The developer shall provide the City with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The City recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

B. **Contracting Decisions and Waiver:** The developer has the right to make the final decision on contracting, but the City will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified M/W/D/VBE's or City residents to meet the contracting goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the City.

C. **Structuring the Bid by Size and Type of Work:** Meeting the participation goals requires a developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by M/W/D/VBE's. Staff members of the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

D. **Input from M/W/D/VBE Contractors:** After having designed the project from the beginning with a view toward making M/W/D/VBE participation easier, the developer should seek input on the bid from qualified contractors and subcontractors, including M/W/D/VBE's. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

E. **Dissemination to M/W/D/VBE Contractors:** Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBE's using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the City.

F. **Other Techniques and Procedures:** In addition to providing direct notice of bid letting to M/W/D/VBE's the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation by M/W/D/VBE's. The City makes no guarantee that an Employment Plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the City.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBE's.
- Must ensure access by M/W/D/VBE's to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBE's about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBE's.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the economic development project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the economic development project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

A. **Initial Submittals:** The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the economic development project will have on opportunities for employment within the project area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

B. **Project Impact:** The build-to-suit owner must supply the following information to the City: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the economic development project and a description of skills required for filling the positions.

C. **Policy Requirements:** It is the intent of this Policy that a minimum of 15% of all new jobs created as a direct result of the project be filled by M/W/D/VBE's and 30% of all new jobs created are to be filled by bona-fide residents of the City of Las Vegas. The City shall have the authority to modify the participation goals of this section after a showing of just cause through the appeal process. This includes the refilling of those jobs for the duration of the employment plan.

D. **Project Description:** The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ persons who are:

- Economically Disadvantaged
- Members of Racial Minorities
- Woman
- Disabled
- Veterans

E. **Referral Agencies:** The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030

(702) 737-4300 www.lvacc.org	(702) 384-0202	(702) 638-1300 www.naacplv.org	(702) 399-5627 www.nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 www.lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 www.nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 www.urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 www.csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 www.lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 www.nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 www.veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	**Latin Chamber of Commerce** 300 N. 13th St. Las Vegas, NV 89101 (702) 385-7367 www.lvlcc.com	**Nevada Minority Business Enterprise Center (NMBEC)** 626 S. 9th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nvmbec.html	**Women's Chamber of Commerce** 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 www.womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive Las Vegas, NV 89106 (702) 367-4348 www.lasvegasfit.com	**National Association of Women Business Owners (NAWBO)** PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 www.nawbosnv.org	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111 Las Vegas, NV 89106 (702) 636-3070 www.veterans.nv.gov	**Women's Development Center** 4020 Pecos McLeod Las Vegas, NV 89121 (702) 796-7770 www.wdclv.org

F. **Training:** Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

G. **Procedural Guidelines for Outreach/Hiring:** The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.
- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-

suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.

- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The City shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

REPORTING REQUIREMENTS

When an economic development project is awarded, the developer/build-to-suit lessee will be required to submit an Employment Plan in accordance with the City's [INSERT RESO NAME] and the City's Employment Plan Policy.

A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, standard City Reporting Templates are attachments to the Policy. (Attachment C). All exhibits must be complete and copies of correspondence and advertisements must to be attached to the report. The templates may be modified at any time by the City to ensure uniform and accurate reporting.

The City shall use this information for the sole purpose of determining compliance of the developer or build-to-suit owner/lessee with the submitted employment plan. Furthermore, affected employees shall be notified this information will be reported to the City. This information shall not be submitted to any other person or organization, for any other purpose.

APPEALS

If after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the minority and resident participation goals.
- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

1. Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the minority and/or resident participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Chief Urban Redevelopment Officer.
2. The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the Office of the City Council.
3. Final decisions regarding ability to meet the Policy requirements in the contract shall rest with the Mayor and the members of the City Council.

Section 2: Las Vegas Redevelopment Agency

Redevelopment Projects Employment Plan Policy

POLICY

This employment plan is prepared in accordance with NRS 279.482(2) and supersedes the amended City of Las Vegas Redevelopment Agency Employment Plan Policy dated June 6, 2001. This employment plan policy (hereinafter referred to as the "Policy"), applies to recipients of redevelopment project assistance. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the Las Vegas Redevelopment Area and are economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a project funded, in whole or part, by the Las Vegas Redevelopment Agency (hereinafter referred to as the "Agency"). The ultimate result of this Policy is to ensure that the persons identified in the statute have the opportunity to benefit from redevelopment projects as fully as the community at large.

APPLICABILITY

Developers: Developers shall submit an employment plan for the construction phase of a project. For purposes of this Policy, the term "developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the Agency and includes developers of either speculative or build-to-suit projects.

The term "developer of speculative space" means any developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant. The term "build-to-suit developer" means any developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

The requirements of the Policy shall be included in the Owner Participation Agreement (OPA), the Disposition and Development Agreement (DDA) and/or Participation Agreement (PA), (hereinafter collectively referred to as "Agreements"), between the developer and the Agency.

Build-to-suit Owners/Lessees: The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a 12-month post-construction phase of the redevelopment project. For purposes of this Policy, the term "build-to-suit owner/lessee" means

the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the minority participation goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

Entire Project: Even though portions of a project may not be supported by redevelopment funds, developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Threshold: All redevelopment assistance from the Agency valued over $100,000 shall include an employment plan policy and will be subject to reporting requirements. For assistance valued under $100,000 the developer or business shall submit an employment plan and use best efforts to achieve that plan in accordance with NRS 279.482(2).

MINORITY & RESIDENT PARTICIPATION GOALS

To ensure that all segments of the local business community have a reasonable and significant opportunity to participate in Agency contracts, it is the intent of this Policy to ensure the following Las Vegas Redevelopment Agency goals are met:

1. **15%** participation of Minority, Women, Disabled and Veteran-Owned Business Enterprises "M/W/D/VBE's".

    - The minority participation goal represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBE's. Participation to be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers.

3. **15%** of all new jobs created as a direct result of the project are to be filled by bona-fide residents of the Las Vegas Redevelopment Area.

    - A resident is defined as an individual whose primary place of residence is within the Las Vegas Redevelopment Area. Verification of residence may be provided by the employee in the form of a driver's license and/or by legal address as evidenced by their IRS tax forms.

An M/W/D/VBE may participate as a prime contractor, sub-contractor, a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If M/W/D/VBE and resident participation goals are not met, information documenting specific actions taken to achieve the goals must be submitted prior to the contract award to receive credit towards compliance.

DIVERSITY INCENTIVE

Projects receiving Agency redevelopment assistance call for specific M/W/D/VBE and resident participation goals. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if **both** goals are successfully met. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The Agency's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. For non-cash incentives (i.e. sale of land below fair market value), the Agency may require a cash deposit of 10% to be awarded based on successful achievement of participation goals.

Prior to the start of construction, failure to adhere to all required program elements will constitute grounds for withdrawal of the entire incentive.

PROGRAM ELEMENTS: DEVELOPER

The developer shall adhere to the employment plan only during the construction phase of the development.

A. **Initial Submittals**: The developer shall provide the Agency with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The Agency recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

B. **Contracting Decisions and Waiver:** The developer has the right to make the final decision on contracting, but the Agency will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified M/W/D/VBE's or Redevelopment Area residents to meet the contracting goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the Agency.

C. **Structuring the Bid by Size and Type of Work:** Meeting the participation goals requires the developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by M/W/D/VBE's. Staff members of the

City of Las Vegas (hereinafter referred to as "City") Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

D. **Input from M/W/D/VBE Contractors:** After having designed the project from the beginning with a view toward making M/W/D/VBE participation easier, the developer should seek input on the bid from qualified contractors and subcontractors, including M/W/D/VBE's. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

E. **Dissemination to M/W/D/VBE Contractors:** Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBE's using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the Agency.

F. **Other Techniques and Procedures:** In addition to providing direct notice of bid letting to M/W/D/VBE's the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation by M/W/D/VBE's. The Agency makes no guarantee that an employment plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the Agency.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBE's.
- Must ensure access by M/W/D/VBE's to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBE's about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBE's.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the redevelopment project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the redevelopment project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

A. **Initial Submittals:** The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the redevelopment project will have on opportunities for employment within the area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

B. **Project Impact:** The build-to-suit owner must supply the following information to the Agency: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the redevelopment project and a description of skills required for filling the positions.

C. **Policy Requirements:** It is the intent of this Policy that a minimum of 15% of all new jobs created as a direct result of the project be filled by M/W/D/VBE's and 15% of all new jobs created are to be filled by bona-fide residents of the Las Vegas Redevelopment Area. The Agency shall have the authority to modify the participation goals of this section after a showing of just cause through the appeal process. This includes the refilling of those jobs for the duration of the employment plan.

D. **Project Description:** The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ persons who are:

- Economically Disadvantaged
- Members of Racial Minorities
- Woman
- Disabled
- Veterans

E. **Referral Agencies:** The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 www.lvacc.org	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 www.naacplv.org	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 www.nevadapartners.com
Bureau of Vocational Rehabilitation of So. Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 www.lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 www.nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 www.urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 www.csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 www.lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 www.nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 www.veteranschambernv.org
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Foundation for an Independent Tomorrow 1931 Stella Lake Drive Las Vegas, NV 89106 (702) 367-4348 www.lasvegasfit.com	**National Association of Women Business Owners (NAWBO)** PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 www.nawbosnv.org	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111 Las Vegas, NV 89106 (702) 636-3070 www.veterans.nv.gov	**Women's Development Center** 4020 Pecos McLeod Las Vegas, NV 89121 (702) 796-7770 www.wdclv.org

F. **Training:** Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

G. **Procedural Guidelines for Outreach/Hiring:** The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.

- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.
- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

REPORTING REQUIREMENTS

If awarded the project, the developer or build-to-suit owner/lessee will be required to submit an employment plan in accordance with Nevada Revised Statutes and the Agency's Employment Plan Policy.

A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, standard Agency Reporting Templates are attachments to the Policy. (Attachment D). All exhibit checklists shall be complete and copies of correspondence and advertisements are to be attached to the report. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting.

Affected employees shall be notified that this information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted employment plan. This information shall not be submitted to any other person or organization for any other purpose.

APPEALS

If, after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the minority and resident participation goals.

- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

i. Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the minority and/or resident participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Chief Urban Redevelopment Officer.
ii. The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the Office of the City Council.
iii. Final decisions regarding ability to meet the Policy requirements in the contract shall rest with the Mayor and the members of the City Council.

City of Las Vegas Economic Development Projects Resolution

[INSERT RESO]

Assembly Bill No. 664- Assemblymen Arberry and Wendell Williams

Chapter 621

An ACT relating to the redevelopment of communities; requiring a proposal for a project of redevelopment to include an employment plan; and providing other matters property relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 279.572 is hereby amended to read as follows:

1. Every redevelopment plan must show:

[1.] (a) The amount of open space to be provided and the layout of streets.

[2.] (b) Limitations on type, size, height, number and proposed use of buildings.

[3.] (c) The approximate number of dwelling units.

[4.] (d) The property to be devoted to public purposes and the nature of those purposes

[5.] (e) Other covenants, conditions and restrictions which the legislative body prescribes.

[6.] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

(a) A description of the existing opportunities for employment within the area.

(b) A projection of the effect that the redevelopment project will have on opportunities for employment within the area.

(c) A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:

(1) Economically disadvantaged

(2) Physically handicapped

(3) Members of racial minorities

(4) Veterans

(5) Women

EXHIBIT F

SCOPE OF DEVELOPMENT
GSA/IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE BUILDING

The following outlines the proposed preliminary terms for the GSA/Immigration and Customs Enforcement Lease sought by the GSA through SFO#8NV2013.

Lessor:	PH ICE, LLC, a Nevada limited liability company, ("Lessor").
Lessee:	The General Services Administration ("GSA") with its Sublease tenant being Immigration and Customs Enforcement.
Property:	A 3-story office building located on Bonanza, east of Grand Central Parkway in downtown Las Vegas (APN 139-22-401-301). The new office building will yield approximately 60,000 square feet, with total net useable square feet of approximately 51,108 square feet.
Required Leasable Space:	The GSA requires 58,909 leasable square feet of space. The leasable space shall yield a minimum of 51,225 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment.

EXHIBIT G

SCHEDULE OF PERFORMANCE

[To be completed during Feasibility Review Period]

EXHIBIT H

GRANT, BARGAIN AND SALE DEED

[To be completed during Feasibility Review period based on the Deed used by CPY and PH GSA LLC For the IRS Building]

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 PH ICE, LLC
Address **100 N. City Parkway #1700, Las Vegas, NV 89106**
Telephone **702-735-0155**
EIN or DUNS **27-1140945**

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

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

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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.	Irwin A. Molasky, Manager	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
2.	Alan Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
3.	Andrew Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
4.	Beth Molasky, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
5.	Steven Molasky, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
6.	Robert Frey, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
7.	Gary Frey, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
8.	Michael Frey, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155
9.	Richard S. Worthington, Member	100 N. City Parkway, #1700, LV,NV 89106	702-735-0155
10.	Bradley S. Sher, Member	100 N. City Parkway, #1700, LV, NV 89106	702-735-0155

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____N/A_____

Date of Attached Document: _____ Number of Pages: _____

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

Notary Public - State of Nevada
County of Clark
MELANIE PIECHOWIAK
My Appointment Expires
March 12, 2014
No: 98-1494-1

Richard S. Worthington
Pres. Sole PHECE, LLC.

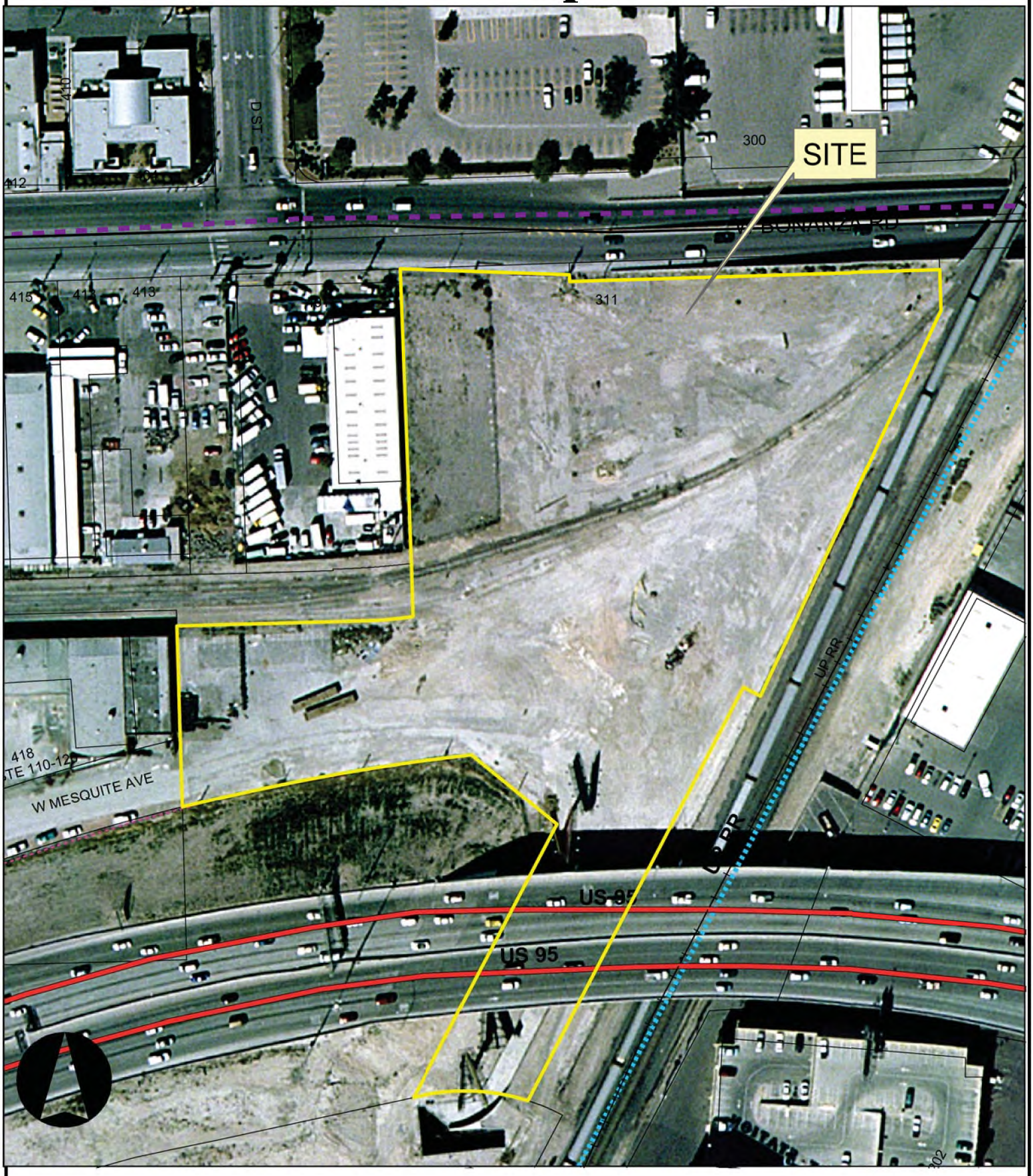
10/12/10
Date

Subscribed and sworn to before me this 12TH day of

OCTOBER, 2010

Melanie Piechowiak
Notary Public

Site Map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City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action to file an amicus brief in The M Resort; Clean Water Coalition v. The State of Nevada, as consolidated, Case No. A-10-611813-C

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City is a member of the Clean Water Coalition (CWC), together with the Clark County Reclamation District, the City of Henderson and the City of North Las Vegas.

Earlier this year, the CWC sued the State of Nevada for a court declaration that Assembly Bill 6, Section 18(2), approved at the 26th Special Session of the State Legislature, that required the payment of CWC cash and cash equivalents in the amount of Sixty-Two Million Dollars ($62,000,000.00) to the State Treasury for state use, was improper and unconstitutional, and for a court order invalidating the Assembly Bill 6, Section 18(2).

General Counsel for the CWC has made a request that the City of Las Vegas file an amicus curie brief in support of the CWC's lawsuit against the State of Nevada in Department 18 of the Eighth Judicial District Court, Clark County, Nevada.

RECOMMENDATION:
Approve this item and direct the City Attorney to draft and file an amicus curie brief in support of the CWC's lawsuit against the State of Nevada or to join the City of Henderson's amicus curie brief on the City's behalf.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Discussion and possible action regarding a Review of Conditions of a Beer/Wine/Cooler Off-sale License, Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah Shoshani, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Review of Conditions of a Beer/Wine/Cooler Off-sale License. Proposed change to existing conditions is to change hours of operation to 7:00 a.m. – midnight, Monday – Friday. Current conditions are as follows:
A. Hours of operation shall be from 7 a.m. to 10 p.m., Sunday through Thursday, and from 7 a.m. to 11 p.m., Friday and Saturday.
B. The licensee must provide highly visible, uniformed, unarmed security personnel which are highly visible by means of identifiable uniform, unarmed, and must obtain and be in possession of a valid work card during employment. Security is to address parking lot issues during the hours of 2 p.m. to closing.
C. The licensee shall install and maintain a video surveillance system to aid in monitoring activity inside and outside the store.
D. The licensee shall post signs inside and outside the store which notify patrons of the video surveillance system.
E. The licensee shall work with Metro and security to enforce trespassing of undesirables.
F. The licensee shall enforce no loitering and no alcohol consumption within 1000 feet.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Tavern License, Stoneys North Forty LLC, dba Stoneys North Forty, 5990 Centennial Center Boulevard, Harold Gray, Mgr, 49%, Christopher Lowden, Mgr, 49%, and Dean Kajioka, Mmbr, 2% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Tavern License. Current conditions are as follows:

A. Stoneys shall operate and advertise a restaurant/tavern with the venue of Country/Western theme as described in the business license application.

B. The applicant shall work with Metro Special Investigations to resolve any pending issues relative to Metro's suitability investigation before the first review.

C. There shall be a six and 12-month review of the tavern license unless incidents occur that rise to the level that the Manager of Business Services deems necessary to bring back sooner for City Council review.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on a request to install speed humps on Waldman Avenue between Rancho Drive and Shadow Lane ($10,400 - Neighborhood Traffic Management Program) - Ward 1 (Tarkanian)

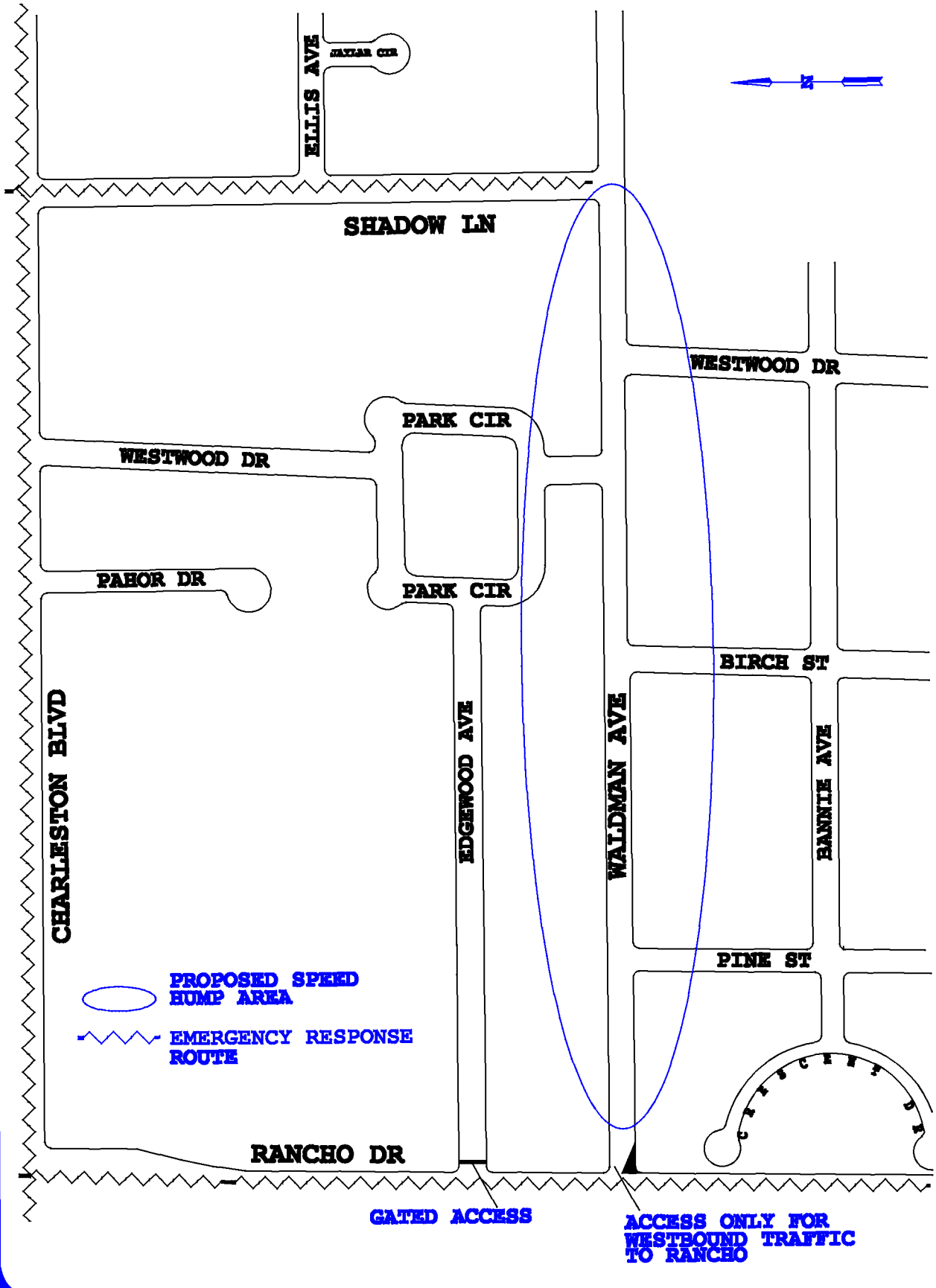
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,400
Funding Source: Neighborhood Traffic Management Program
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The city of Las Vegas received a request to install speed humps on Waldman Avenue between Rancho Drive and Shadow Lane. Studies conducted on this street showed that the 85th percentile speed was 44 mph and the volume of traffic was 347 vehicles per day. A total of 40 points is recommended for the installation of speed humps, and Waldman Avenue accumulated 61 points. Staff is therefore recommending approval of the speed humps. This street is not an emergency response route.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
Map


ELLIS AVE
SHADOW LN
WESTWOOD DR
PARK CIR
WESTWOOD DR
PAHOR DR
PARK CIR
BIRCH ST
CHARLESTON BLVD
EDGEWOOD AVE
WALDMAN AVE
BANNIE AVE
PINE ST
PROPOSED SPEED HUMP AREA
EMERGENCY RESPONSE ROUTE
RANCHO DR
GATED ACCESS
ACCESS ONLY FOR WESTBOUND TRAFFIC TO RANCHO

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a list of projects for nomination for Round 12 funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) - Wards 1 and 4 (Tarkanian and Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this item is to approve potential projects that will be submitted to the Bureau of Land Management for consideration for possible funding through the Special Account established as a result of the Southern Nevada Public Lands Management Act. The projects are Angel Park Detention Basin Loop Trail ($250,000) and Rainbow Family Park Restroom ($250,000).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. SNPLMA Special Account Nominations - Round 12
2. SNPLMA Round 12 Proposed Projects Map

CITY OF LAS VEGAS, NEVADA

SNPLMA SPECIAL ACCOUNT NOMINATIONS – Round 12

Parks, Trails and Natural Areas

SNPLMA PROJECT NOMINATIONS (in no particular order):

Project	Cost
1. Angel Park Detention Basin Loop Trail	$250,000
2. Rainbow Family Park Restroom	$250,000

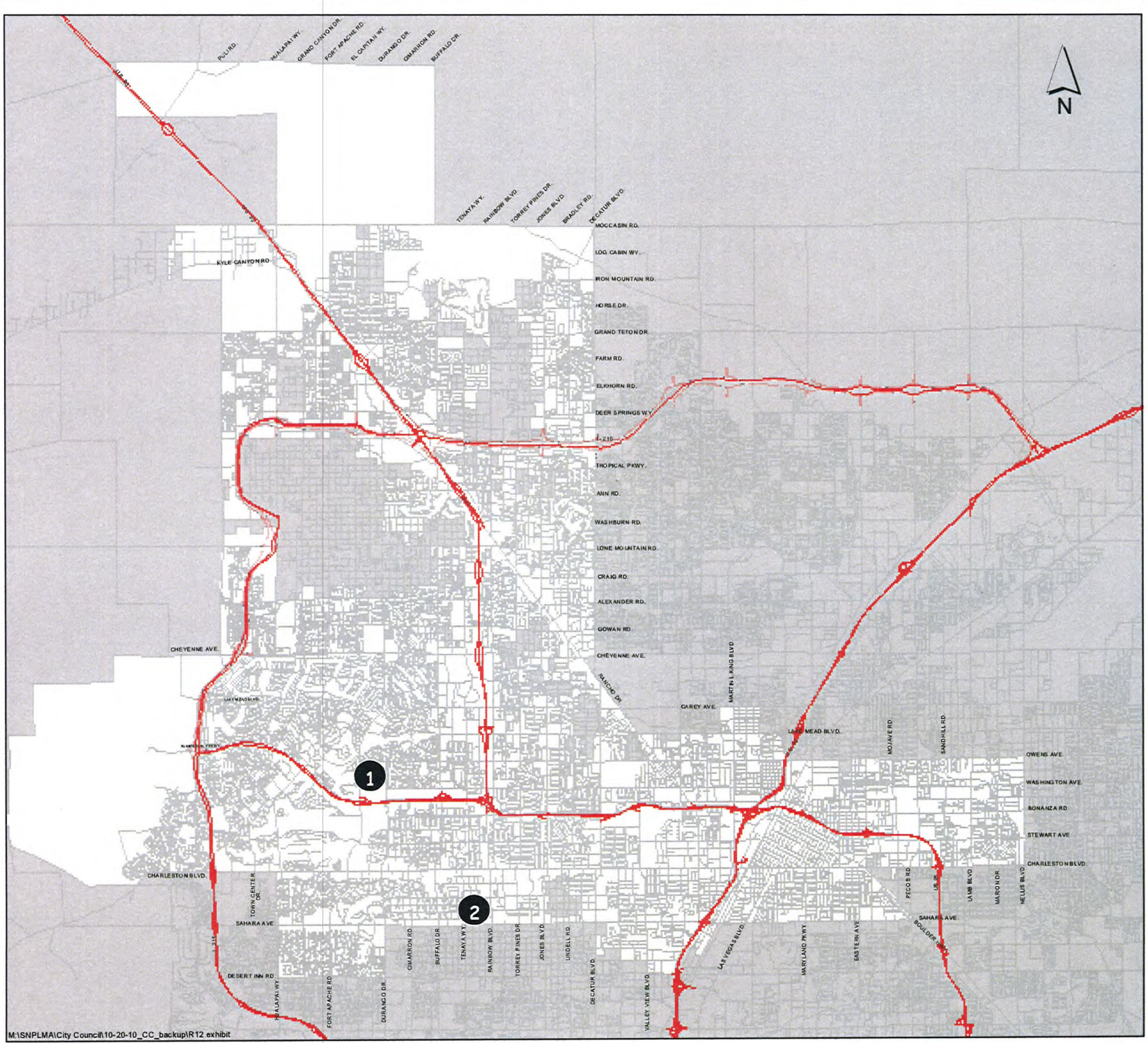
PROJECT DESCRIPTIONS:

1. Angel Park Detention Basin Loop Trail

   This year, the City opened the Angel Park Trail, a portion of which is located within the Angel Park North Detention Basin. This trail has become one of the City's most utilized and appreciated multi-modal transportation facilities. The openness of the detention basin, combined with the landscaped golf course, has contributed to this success. It is desired to create a trail loop extension from the existing path at the intersection of Summerlin Parkway and Durango Drive to allow users to travel the entire perimeter of the north detention basin and ultimately terminate within the City's Bruce Trent Park. The additional path would create a loop approximately 2 miles in length. Along with the additional trail path, a shade structure would be requested to provide a comfortable resting place. The City is requesting SNPLMA funding to create the Angel Park Trail Loop.

2. Rainbow Family Park Restroom

   The Rainbow Family Park was originally built in 1964 and features five baseball fields. In 2001 and 2004, the City enhanced the park by adding batting cages and in 2009 an additional Little League group became a regular user of the facility and has dramatically increased field use. The restroom facilities onsite are not sufficient to serve the park users. The City is requesting SNPLMA funding to construct an additional larger restroom facility to meet the demand.



SNPLMA
Round 12

Proposed Projects

1. Angel Park Detention Basin Loop Trail
2. Rainbow Family Park Restroom

CITY OF LAS VEGAS NEVADA
Public Works

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

September 2010

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
RESOLUTION:

R-68-2010 - Discussion and possible action regarding a Resolution finding that the proposed Disposition and Development Agreement between City Parkway IV A, Inc., and PH ICE, LLC, for the sale of 301 West Mesquite for less than high appraisal is in the best interest of the public (APN 139-27-401-031) - Ward 5 (Barlow) [NOTE: This is a related item to Council Item 59]

Fiscal Impact

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

PURPOSE/BACKGROUND:
City Council approved the execution of an Exclusive Negotiation Agreement between City Parkway IV A, Inc., and PH ICE, LLC, on November 4, 2009 to investigate the construction of an office building for the General Services Administration. The Disposition and Development Agreement defines the purchase price of $400,000 for the property, considering the extensive improvements that will have to be made to the property before it can be developed. This price is less than the high appraisal of $1,256,382 but is higher than low appraisal of $370,000.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-68-2010
2. Disposition and Development Agreement
3. Public Purpose Impact Analysis
4. Site Map

RESOLUTION FINDING THAT THE PROPOSED SALE OF 301 W MESQUITE FROM CITY PARKWAY IV A, INC. TO PH ICE, LLC, IS IN THE BEST INTEREST OF THE PUBLIC

WHEREAS, City Parkway IV A, Inc. which is an affiliate of the City of Las Vegas, owns certain real property known as 301 West Mesquite, as more particularly described by the legal description in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, City Parkway IV A, Inc. now desires to sell the Property to PH ICE, LLC (the "Developer") pursuant to the terms of the Disposition and Development Agreement of even date herewith between City Parkway IV A, Inc., and PH ICE, LLC, for the purpose of facilitating the development of an office building, comprising a minimum of 55,000 square feet, on vacant land comprising the Property in order to contribute to the City's efforts to revitalize the central core of downtown Las Vegas by bringing at least one hundred and seventy (170) direct, permanent jobs to downtown Las Vegas; and

WHEREAS, the proposed sale is for an amount that is less than the highest appraised value of the Property, and

WHEREAS, Nevada Revised Statute 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development, without offering it to the public and for less than fair market value, if the City Council finds, by resolution, that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Property to Developer qualifies under the above-referenced statute as a sale for purposes of economic development as substantiated by the Public Purpose Impact Analysis submitted herewith to the Las Vegas City Council because it will:

–Facilitate the establishment of new commercial enterprises or facilities within the City;

–Provide for the support, retention or expansion of existing commercial enterprises; and

–Thereby create and retain opportunities for employment for the residents of the City.

. . .

. . .

. . .

. . .

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS HEREBY FINDS that the sale of the Property from City Parkway IV A, Inc. to Developer, without offering it to the public and for an amount that is less than fair market value, is for purposes of economic development and is in the best interests of the public.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2010.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Date of City Council Approval

_____

APPROVED AS TO FORM

Val Steed 10-12-10
Date

EXHIBIT A

Order No. 09-07-0902-BB

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS,CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL TWO (2) AS SHOWN BY MAP THEREOF IN FILE 99 OF PARCEL MAPS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into this ___ day of October, 2010, by and between CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation ("CPY"), and PH ICE, LLC, a Nevada limited liability company (the "Developer").

WITNESSETH:

WHEREAS, CPY desires to sell to the Developer and the Developer desires to purchase from CPY certain real property that is depicted in Exhibit "A" and is described more particularly in Exhibit "B" which are attached to this Agreement (the "Site").

WHEREAS, CPY and Developer mutually desire that the Site be developed with an office building as described in this Agreement.

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions for the development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

By executing this Agreement, CPY agrees to sell to the Developer and the Developer agrees to purchase the Site as described above.

2. THE SITE

a. The Site is designated as APN 139-27-401-031 and consists of approximately 5.25 gross acres as depicted in Exhibit "A" and described more particularly in Exhibit "B", each of which are attached to this Agreement.

b. The Site is subject to ground leases between CPY and Three Star Auto Body, CBS Outdoor (with respect to a billboard), and Viacom (with respect to a billboard) (the "Existing Leases"). Negotiation and payment for any termination of the Three Star Auto Body lease will be the sole responsibility of the Developer although CPY shall assign its rights under such lease to the Developer at the closing of the purchase of the Site by the Developer to allow termination of the lease by the Developer. The billboard leases shall remain in effect and revenue shall belong to CPY; provided, however, the Developer and CPY agree to negotiate during the Feasibility Review Period (as hereinafter defined) an option agreement in favor of the Developer to acquire CPY's rights under the billboard leases. Should the Developer not acquire such rights, after the close of escrow, the Developer shall enter into lease or easement agreements allowing

allowing CPY to maintain its agreements with CBS Outdoor and Viacom at no cost to CPY. The entering into such lease or easement agreements shall be a condition to CPY's obligation to close escrow. The Site may be impacted by future freeway development by the Nevada Department of Transportation. It shall be the responsibility of the Developer to develop a site plan compatible with the NDOT proposal.

3. PARTIES TO THE AGREEMENT

a. CPY is a Nevada not-for-profit corporation. The office of CPY is located at 400 Stewart Boulevard, Las Vegas, Nevada 89101. CPY shall have the right to assign this Agreement to the City or the City of Las Vegas Redevelopment Agency.

b. The Developer is PH ICE, LLC, a Nevada limited liability company. The principal office of the Developer is located at 100 N. City Parkway, Suite 1700, Las Vegas, Nevada 89106. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Developer. The Developer shall disclose to CPY its principals in accordance with City Resolution No. R79-99 as amended by Resolution No. R-105-99.

c. The qualifications and identity of the Developer are of particular concern to the City and CPY, and it is because of such qualifications and identity that CPY has entered into this Agreement with the Developer. The Developer agrees that:

i. no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein; and
ii. the Developer shall not assign all or any part of this Agreement without the prior written approval of CPY.

This Agreement may be terminated by CPY if there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require CPY's approval hereunder:

i. A transfer to any person or entity in which the Developer has a minimum of fifty-one percent (51%) of the ownership interest and management control;

ii. A transfer resulting from the death or mental or physical incapacity of an individual;

iii. A transfer or assignment in trust for the benefit of a spouse, children, grandchildren, other family members or for charitable purposes; and

iv. A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust.

4. ACQUISITION OF THE SITE

CPY agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The Purchase Price for the Site is Four Hundred Thousand Dollars ($400,000) payable at the close of escrow in accordance with the provisions of Section 5.

5. PAYMENT OF PURCHASE PRICE

The Purchase Price described in Section 4 shall be paid as follows:

a. In payment of the Purchase Price, at or before the close of escrow, the Developer shall deposit in escrow the Developer's promissory note in the principal amount of $400,000 payable to CPY (the "Note"). The Note shall bear interest at five percent (5.0%) per annum, simple interest accruing until due and shall be due and payable at the earlier of (i) the closing of a permanent loan (the "Permanent Loan") replacing or refinancing the Project Loan (hereinafter defined in Paragraph b of this Section 5); (ii) six (6) months after completion of the Building (hereinafter defined in Paragraph a of Section 6) as evidenced by a certificate of occupancy; or (iii) the date two (2) years after the close of escrow. The Note will be in the form of Exhibit "C" attached to this Agreement.

b. The Note shall be secured by Developer's Deed of Trust (the "Deed of Trust") encumbering the Site in the form of Exhibit "D" attached hereto. Upon the delivery of a construction loan and permanent financing letter of commitment from a licensed lender, CPY will, at the request of the Developer, subordinate the rights of CPY under the Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan (the "Project Loan") for the development of the Site. CPY hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by CPY of its right under the Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan.

6. SITE DEVELOPMENT

Any and all development on the Site will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City. Before commencement of construction or development of any buildings or other work of improvement related to the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be

required by the City, any other governmental agency or any other party affected by such construction, development or work.

The Developer shall carry out the construction of the Site improvements in conformity with all applicable laws. The Developer shall require all contractors and subcontractors performing new construction work on the Site to pay construction workers prevailing wages for each craft and classification as determined by the Labor commissioner pursuant to NRS 338.030 or its successor statute. The term "new construction work" as used in this paragraph shall apply to all construction and development work within the Site. The Developer also agrees to comply with the terms and conditions of the Employment Plan attached hereto as Exhibit "E".

If the Developer finances the acquisition and development of the Site and related activities, such financing shall be subject to the approval of CPY, which approval will not be unreasonably withheld, conditioned or delayed.

No later than the time specified in the Schedule of Performance (as hereinafter defined), the Developer shall submit to CPY evidence satisfactory to CPY that the Developer has the equity capital and firm and binding loan commitments for construction financing necessary for development of the Site.

CPY and the Developer agree that it is their intent that the Site be developed as follows:

a. CPY and the Developer agree that the development on the Site will be an office building consisting of at least 55,000 square feet (the "Building") for lease to the General Services Administration of the United States ("GSA") for occupancy by Immigration and Customs Enforcement. Included in the development of the Site will be a surface parking lot on the Site.

The Developer shall satisfy the following conditions precedent prior to the close of escrow: the Developer shall (i) have been awarded by the GSA a lease whereby the Developer leases the office building to the GSA for occupancy by Immigration and Customs Enforcement (the "GSA Lease") and (ii) have entered into the GSA Lease with the GSA. The Site shall be developed as follows:

(1) The Site will be built in accordance with the Site Plan attached hereto as Exhibit "A". The Site shall be developed as provided in the Scope of Development attached hereto as Exhibit "F". Within the time set forth in the Schedule of Performance attached hereto as Exhibit "G", the Developer shall prepare and submit to CPY for review and written approval Basic Concept Drawings and related documents containing the overall plan for development of the Site. The Basic Concept Drawings shall conform to this Agreement, including the Scope of Development. The Basic Concept Drawings shall include a site plan, elevations and an architect's rendering. CPY shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by CPY to either approve or disapprove within

such time shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval. The Site shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and CPY. Any such changes shall be within the limitations of the Scope of Development.

(2) Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to CPY for review and written approval the following plans, drawings, related documents and any subsequent revisions thereto ("Plans and Drawings"):

1. Final Architectural Plans;
2. Final Plot Grading Utility Plans;
3. Final Structural Plans;
4. Final Mechanical and Electrical Plans; and
5. Final Landscaping Plans.

CPY's approval shall be limited to the exterior elements of the Site development only. The Developer agrees to construct in accordance with the approved Plans and Drawings. If the Developer desires to make any material change to the Site after approval of the Plans and Drawings, the Developer shall submit the proposed changes to CPY for its approval. CPY shall notify the Developer within fifteen (15) days after receipt of its approval or disapproval. Such changes in the Plans and Drawings shall, in any event, be deemed approved by CPY unless rejected, in whole or part, by written notice thereof to the Developer setting forth in detail the reasons therefore, and such rejection shall be made within such 15-day period.

(3) The Site will be developed within the time schedule set forth herein in the Schedule of Performance. Developer agrees that, in all events, within twelve (12) months after the acquisition of the Site, the Developer will begin construction and will complete such construction within eighteen (18) months after commencement of construction. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(4) The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

b. So long as any of the principal amount of the Note is outstanding, the Developer shall furnish or cause to be furnished to CPY duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS ($1,000,000) for any person, FIVE MILLION DOLLARS ($5,000,000) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS ($500,000) property damage, naming CPY and the City as additional

coinsured. The Developer shall also furnish or cause to be furnished to CPY evidence satisfactory to CPY that any contractor with whom it has contracted for the performance of work on the Building carries workers' compensation insurance as required by law.

c. For the purposes of assuring compliance with this Agreement, representatives of CPY and the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of CPY or the City shall be those who are so identified in writing by the President of CPY, CPY and the City shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the provision of NRS 41.035.

d. Failure on the part of the Developer, after acquisition of the Site to comply with the provisions of this Section 6 shall be a default under the Deed of Trust as set forth in the Deed of Trust.

7. GENERAL REPRESENTATIONS AN WARRANTIES

a. Representations and Warranties by City. CPY represents and warrants that as of the date hereof and the date of close of escrow:

(1) CPY is a Nevada not-for-profit corporation.

(2) CPY has all requisite power and authority to enter into and perform its obligations under this Agreement.

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

(4) To CPY's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

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

(6) To CPY's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

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

(8) The execution of this Agreement by CPY does not violate any provision of any other agreement to which CPY is a party.

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

As used in this Agreement, the term "CPY's actual knowledge" means the actual knowledge of the President of CPY which is Elizabeth N. Fretwell.

b. Representations and Warranties of the Developer

The Developer represents and warrants to CPY that as of the date hereof and the date of close of escrow:

(1) The Developer is a limited liability company duly organized and existing under the laws of the State of Nevada.

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

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

(4) The execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.

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

(6) Neither the Developer nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has

made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

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

8. EARNEST MONEY DEPOSIT

Concurrently with its execution of this Agreement, the Developer has delivered to Escrow Agent (as hereinafter defined) a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of Fifty Five Thousand Dollars ($55,000.00).

9. ACQUISITION AND CONVEYANCE; CONDITION PRECEDENT

In accordance with and subject to all the terms, covenants and conditions of this Agreement. CPY agrees to convey to the Developer the Site in accordance with this Agreement.

10. ESCROW

a. The Developer agrees to open an escrow with Nevada Title Company (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within three (3) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CPY and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. CPY and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 10 in writing, delivered to CPY and to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

b. The Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

1. All of the escrow fee and the recording costs for the Deed of Trust;

2. All of the premium and costs for the title insurance policies or special endorsements to be paid by the Developer as set forth in Section 17 of this Agreement;

3. Any state, county or city documentary transfer tax;

4. The cost of the ALTA survey; and

5. Reimbursement of appraisal fees of $9,000.

c. CPY shall pay in escrow to the Escrow Agent the following fees, charges and costs after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the scheduled date for the close of escrow:

1. The recording costs for the Deed; and

2. Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title.

d. Not later than one business day prior to the Closing Date, CPY will deposit with the Escrow Agent the following:

1. The Deed duly executed and acknowledged by CPY.

2. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

e. Not later than one (1) day prior to the close of escrow, Developer shall deposit and delivery to Escrow Agent the following items:

1. The Deed accepted and duly executed by the Developer.

2. The Note duly executed by Developer.

3. The Deed of Trust duly executed and acknowledged by Developer.

4. Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

f. The Escrow Agent is authorized and instructed to:

1. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 10 and related solely to the acquisition and transfer of the Site to the Developer. Before such payments are made, the Escrow Agent shall notify CPY and the Developer of the fees, charges and costs necessary to clear title and close the escrow.

2. Disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by CPY and the Developer.

3. Obtain and charge the Developer all of the premiums and costs for the title insurance policies and endorsements thereto.

4. Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

5. After the close of escrow, return the Earnest Money Deposit (after payment of expenses) to the Developer.

g. All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent.

h. If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither CPY nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both CPY and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 10 shall be construed to impair or affect the rights or obligations of CPY or the Developer to specific performance.

i. The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both CPY and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

j. Any amendment of these escrow instructions shall be in writing and signed by both CPY and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to CPY or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between CPY and the Developer.

k. The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 10 to 17, inclusive, of this Agreement.

l. Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

a. provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, conveyance to the Developer of title to the Site shall be completed on or prior to April 18, 2011 (the "Closing Date"). CPY and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

b. Notwithstanding any other provisions of this Agreement, the Developer's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the Developer of each of the conditions precedent described below, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to close of escrow:

1. CPY shall not be in violation of any of its material obligations under this Agreement;

2. The Developer has been able to obtain a Project Loan upon terms and conditions that are acceptable to the Developer in the Developer's sole and absolute discretion; and

3. Prior to the close of escrow, the Developer and the GSA have entered into the GSA Lease.

c. Notwithstanding any other provision of this Agreement, CPY's obligation to process with the close of escrow is subject to the fulfillment or waiver by CPY of each of the conditions precedent described below, which are solely for the benefit of CPY and which shall be fulfilled or waived prior to close of escrow:

1. The Developer shall not be in violation of any of its material obligations under this Agreement;

2. The Developer has been able to obtain a Project Loan upon terms and conditions that are acceptable to the Developer in the Developer's sold and absolute discretion;

3. Prior to the close of escrow, the Developer and the GSA have entered into the GSA Lease; and

4. The Developer is prepared at the close of escrow to execute and deliver the Note, the Deed of Trust along with all financing statements required to perfect CPY's security interest under the Deed of Trust.

d. Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in Section 14 of this Agreement.

12. FORM OF DEED

CPY shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 13 of this Agreement by a Grant, Bargain and Sale Deed ("Deed") in a form that is consistent with Exhibit I to this Agreement.

13. CONDITION OF TITLE

a. CPY shall convey to the Developer fee simple title subject to:

1. A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

2. The Parkway Center Site Development Standards dated June 14, 1999, as may be supplemented for the Site.

3. The Existing Leases.

4. Exceptions disclosed by the Title Report described in Paragraph b of this Section 13 or the ALTA survey described in Paragraph b of this Section 13, or any Supplemental Report, and which are approved or deemed approved by the Developer in accordance with this Section 13.

5. Any and all other exceptions, easements, conditions, covenants or reservations set forth in the Deed and of record.

b. The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site. The Developer shall obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to CPY being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in such title report and ALTA survey as to the Site to be acquired by giving the Escrow Agent written notice thereof within sixty (60) days of the Effective Date of this Agreement as defined in Section 39. Failure to give written notice by the date of closing, of approval or disapproval to the Escrow Agent of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, CPY shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to the Developer, unless the Developer waives its objection in writing delivered to CPY and to the Escrow Agent. If CPY shall agree to remove any exception objected to by the Developer, CPY shall then have until the date for close of escrow within which to remove such exception. If CPY is unable to remove any exception objected to by the Developer and which CPY has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and receive a return of all funds (including the Earnest Money Deposit) and documents; or (2) waive the objection and close escrow.

CPY agrees not to encumber the Site after the effective date of this Agreement, and further agree to remove any monetary liens against its Site, and any voluntary encumbrances allowed to be placed against such Site after such effective date.

14. FEASIBILITY REVIEW; INSPECTION

a. The Developer will have approved, by no later than one hundred twenty (120) days from the Effective Date of this Agreement ("Feasibility Review Period"), the condition of the Site and the feasibility of the Developer's development plan therefore. The Developer's feasibility review will pertain to the Developer's review of and satisfaction with the following:

(i) The availability of approvals by all governmental bodies having jurisdiction over the Site for the Developer's intended development thereof; and

(ii) The Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site.

(iii) Those items contained in Section 11 (b) herein.

b. The Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of the Developer's disapproval of any of the foregoing matters; provided, however, that if the Developer fails to notify CPY and Escrow Holder of the Developer's disapproval of the feasibility of the Developer's proposed development of the Site by written notice delivered to CPY no later than the date of expiration of the Feasibility Review Period, the Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, the Developer shall pay to Escrow Holder an amount equal to the cost of the cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement (except for the obligation intended to survive a closing). Escrow Agent shall immediately refund to the Developer its full Earnest Money Deposit.

c. During the term of the Feasibility Review Period (as defined in the above Section), the Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as the Developer may reasonably require; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that the Developer notified CPY in writing at least forty-two (42) hours prior to the date that the Developer intends to conduct invasive testing or inspections on the Site. Following the Developer's inspections or testing on the Site, the Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If the Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and the Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPY), its affiliates or assignees, which are under the control of CPY and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, the Developer, its officers, agents or employees and occurs from any such cause. If the Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, the Developer will immediately notify CPY of the

same. The indemnity obligations of the Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. The Developer covenants and agrees upon request of CPY to promptly deliver to CPY without charge therefore, the results and copies of any and all environmental reports and related correspondence.

d. The Developer covenants and agrees to pay in full for all materials joined or affixed to the Site and to pay in full all persons who perform labor upon the Site, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of the Developer; and the Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to CPY) CPY, its affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

15. TIME FOR PLACE AND DELIVERY OF DEED

Subject to any mutually agreed upon extensions of time, CPY shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

The Parties shall also timely deliver into escrow (i) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (ii) all documents set forth in Section 10; (iii) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (iv) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 11 of the Agreement, Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 17 of the Agreement. The recordation of the Deed shall constitute the close of escrow.

17. TITLE INSURANCE

Concurrently with recordation of the Deed, and as a condition of closing, the Escrow Agent and any required co-insurer shall provide and deliver to the Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 13 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by the Developer.

If the Developer desires to obtain extended coverage for its title policy, CPY shall provide the Escrow Agent at closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments and assessed and levied on the Site for any period subsequent to conveyance of title thereto. The Developer agrees it shall not apply after close of escrow for the real property tax abatement arising from a LEED certification and such abatement or increment shall be available to the City of Las Vegas Redevelopment Agency. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any other person except that of the approved easements of record and the Existing Leases.

20. "AS IS" SALE

a. The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, CPY makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPY makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

b. Release and Waiver.

Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner or lessee of the Site ("Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights causes of action and claims which the Developer has or may have in the future

against CPY, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify CPY from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorney fees) against or incurred by CPY after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

c. Warranties.

CPY agrees that it is making no representations or warranties regarding the environmental condition of the Site.

d. Definitions.

1. As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste" or "restricted hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and

Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

2. As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, and comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary and non-tributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

e. The Developer, and each subsequent owner or occupant of the site, shall require each and every transferee to be bound by the provisions of Article III (except for section 3.2 (a)) of the Donation, Purchase and Sale Agreement dated December 27, 2000, and the Reinstatement and First Amendment to Donation, Purchase and Sale Agreement and Escrow Instructed dated May 16, 2001 between UP and the City (collectively the ("UP Agreement"). The Developer further acknowledges that it has received and reviewed the provisions of Article III of said Agreement. The Developer acknowledges that the Deed contains the Developer's agreement to be bound by such provisions.

f. To the extent any covenants in the UP Agreement are assignable, the Developer and City will execute an assignment of the City's rights under the UP Agreement and agreeable to CPY and Developer. CPY will assist Developer in interfacing with UP in connection with the City's rights under the UP Agreement.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be

responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 6. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof without the written consent of CPY.

23. RESERVED

24. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder.

25. DEFAULT AND REMEDIES

If the Developer fails to fulfill its obligations with respect to the purchase of the site, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, CPY shall be entitled to terminate this Agreement and receive the Earnest Money Deposit from the Escrow Agent.

Additionally, either party may avail itself of any legal or equitable remedy for breach. No such remedy shall be available unless and until:

a. Written notice of default is provided to the party in default; and

b. Within twenty (20) days after receipt of such notice, such default has not been cured to the reasonable satisfaction of the party giving notice.

26. RESERVED

27. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

28. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

29. NON-LIABILITY OF CPY AND CITY OFFICIALS AND EMPLOYEES

No official or employee of CPY or the City shall be personally liable to the Developer for any default or breach of CPY, for any amount which may become due to the Developer or for any obligation of CPY under the terms of this Agreement.

30. NOTICES, DEMANDS AND COMMUNCIATIONS

Formal notices, demands and communications between CPY and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of CPY and the Developer as set forth in this Section 30. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to CPY:
Office of Business Development
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

With a copy to:
City Attorney's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Developer:
PH ICE, LLC
100 N. City Parkway, Suite 1700
Las Vegas, Nevada 89106
Attention: Managing Member

31. SUBSEQUENT CITY APPROVALS

Any approvals of CPY required or permitted by the terms of this Agreement may be given by the President of CPY or such other person that CPY designates in writing.

32. TERM

The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto, except that all warranties contained herein shall

survive the closing and shall remain in effect for the benefit of the Parties for one year after such closing.

33. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, and H attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

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

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPY and the Developer and no waiver of one provisions shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of CPY and the Developer.

34. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

35. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

36. CAPTIONS

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

37. RESERVED

38. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

39. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement will have been approved on _____, 2010 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by CPY ("Effective Date").

SIGNATURES ON NEXT PAGE

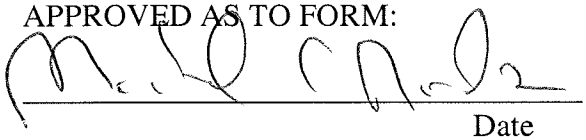
Date of City Council Approval:

_____, 2010

CITY PARKWAY IV-A, INC.

By: _____
President
"CPY"

APPROVED AS TO FORM:



_____
Date
10-11-10

ATTEST:

_____
City Clerk

_____, 2010

PH ICE, LLC, a Nevada limited liability company

By: PH LLC, a Nevada limited liability company

By: _____
Irwin A. Molasky

Its: Managing Member
"Developer"

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	SITE LEGAL DESCRIPTION
EXHIBIT "C"	NOTE
EXHIBIT "D"	DEED OF TRUST AND ASSIGNMENT OF RENTS
EXHIBIT "E"	EMPLOYMENT PLAN
EXHIBIT "F"	SCOPE OF DEVELOPMENT OF THE SITE
EXHIBIT "G"	SCHEDULE OF PERFORMANCE OF THE SITE
EXHIBIT "H"	GRANT, BARGAIN AND SALE DEED

EXHIBIT A

SITE DEPICTION

Exhibit "A" - Site Depiction

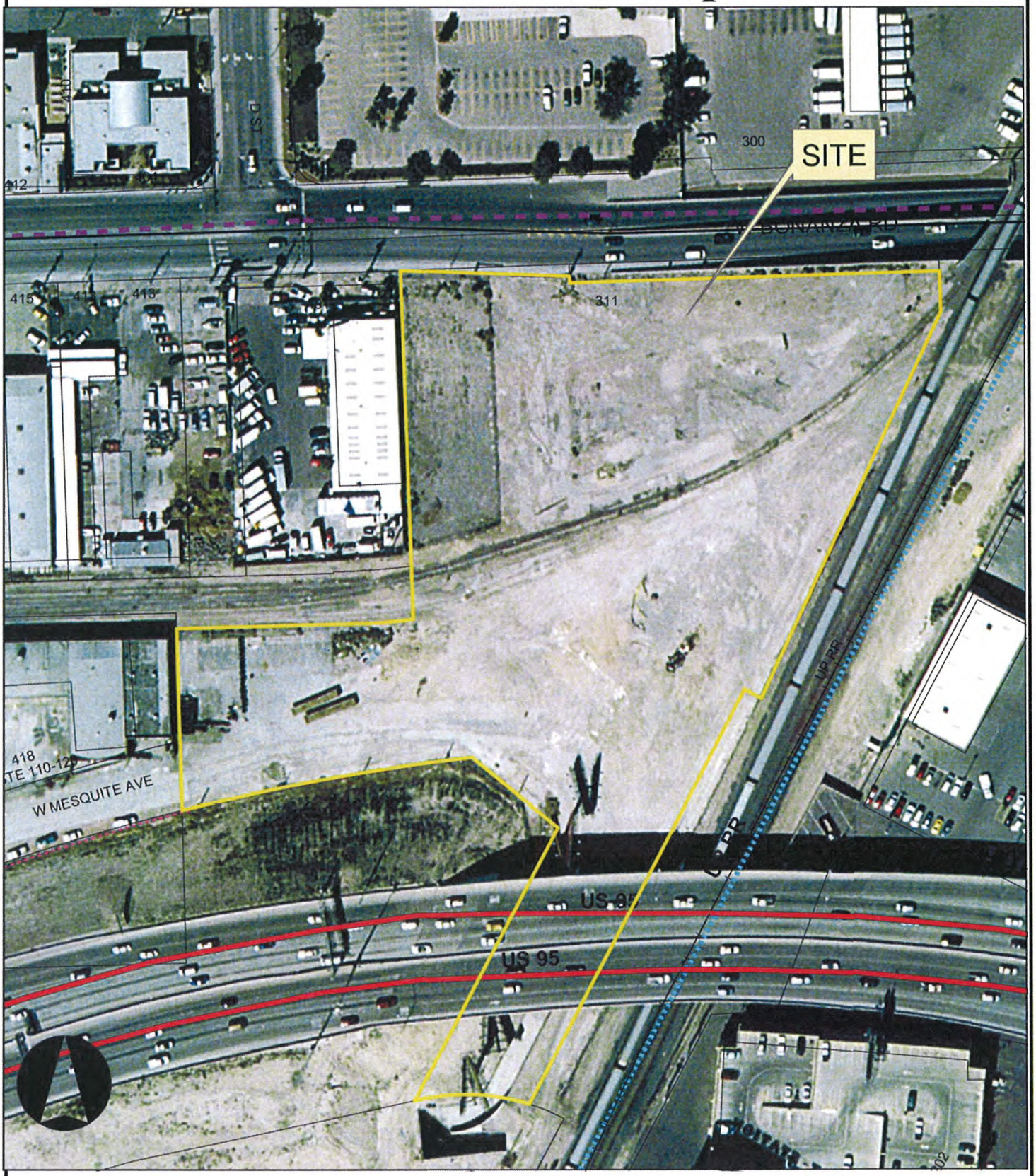


EXHIBIT B

SITE LEGAL DESCRIPTION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS,CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

PARCEL TWO (2) AS SHOWN BY MAP THEREOF IN FILE 99 OF PARCEL MAPS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT C
PROMISSORY NOTE

$400,000

October ___, 2010
Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, PH ICE, LLC, a Nevada limited liability company (the "Developer"), hereby promises to pay to CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation ("CPY") at 400 Stewart Boulevard, Las Vegas, Nevada 89101 a principal sum of Four Hundred Thousand Dollars ($400,000). Interest shall accrue without compounding on the principal amount of this Promissory Note (the "Note") at the rate of five percent (5%) per annum. Principal and interest shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as CPY or any permitted assignee thereof may designate in writing.

A. Disposition and Development Agreement

This Note is made and delivered pursuant to and in implementation of that certain Disposition and Development Agreement by and between CPY and the Developer dated October ___, 2010 (the "DDA"). Except as otherwise specifically set forth herein, capitalized terms in this Note shall have the meaning ascribed to those terms in the DDA.

B. Repayment

The principal amount of this Note and accrued interest shall be due on the earlier of (i) the closing of the Permanent Loan; (ii) that date which is six (6) months after completion of the Building as evidenced by a certificate of occupancy, or (iii) the date two (2) years after the date hereof.

C. Transferability

This Note may not be transferred or assumed without the prior written consent of CPY, provided that this Note may be transferred in connection with a transfer of the Project permitted by the Deed of Trust (defined below).

D. Prepayment

The Developer shall have the right to prepay in whole or part the principal amount at anytime.

E. Deed of Trust and Assignment of Leases

This Note shall be secured by a Deed of Trust Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "Deed of Trust") of even date herewith recorded against the Site.

F. Legal Actions; Attorneys' Fees and Costs

Developer agrees to pay the following costs, expenses and attorneys' fees paid or incurred by CPY after default by Developer and adjudication by a court: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Developer, any guarantor or any other party liable therefore or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of their Note or the security for it include, but not limited to, actions for declaratory relief that CPY is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that CPY is required to defend; and (4) CPY costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

G. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Developer fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from CPY, (ii) any default by Developer under the Deed of Trust, including Developer's covenant to commence and proceed with the construction of the Site, or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trustor. Upon the occurrence of any event of default and expiration of any applicable cure period, or at any time thereafter, at the option of CPY and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of CPY's option. CPY's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. CPY's failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

H. Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) ten percent (10%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

I. Waiver of Presentment

Developer and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

J. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at the address stated in the DDA or at such address as either party may designate by written notice.

K. This Note shall be binding upon Developer, its successors and its assigns.

L. This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

M. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall nto in any way be affected or impaired thereby.

PH ICE, LLC a Nevada limited liability company

By: PH LLC, a Nevada limited liability company

By: _____
Irwin A. Molasky, Manager

EXHIBIT D

DEED OF TRUST AND ASSIGNMENT OF RENTS

[To be completed during Feasibility Review Period based on Deed of Trust used by CPY and PH GSA LLC for the IRS building]

EXHIBIT E

EMPLOYMENT PLAN

City of Las Vegas

Economic Development Projects

&

Las Vegas Redevelopment Agency

Redevelopment Projects

EMPLOYMENT PLAN POLICY

Adopted

[Insert Date], **2010**

EMPLOYMENT PLAN POLICY TABLE OF CONTENTS

Section 1: City of Las Vegas: Economic Development Projects

Section 2: Las Vegas Redevelopment Agency: Redevelopment Projects

Attachment A: City of Las Vegas Resolution

Attachment B: Nevada Redevelopment Statute (NRS 279.572)

Attachment C: City of Las Vegas Economic Development Projects Reporting Templates

Attachment D: Las Vegas Redevelopment Agency Reporting Templates

Section 1: City of Las Vegas Economic Development Projects

Employment Plan Policy

POLICY

This employment plan is prepared in accordance with the [INSERT RESOLUTION NAME] dated [INSERT DATE] and the City of Las Vegas Economic Development Projects Employment Plan Policy (hereinafter referred to as "Policy"). (Attachment A). This Policy only applies to recipients of economic development assistance. In accordance with the Policy, developers and build-to-suit owners which receive economic development project funds are encouraged to hire individuals who live within the city of Las Vegas boundaries and are economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in economic development projects funded, in whole or part, by the City of Las Vegas (hereinafter referred to as "City"). The ultimate result of this Policy is to ensure that the persons identified in the resolution have the opportunity to benefit from economic development projects as fully as the community at large.

APPLICABILITY

Developers: Developers shall submit an employment plan for the construction phase of a project. For purposes of this Policy, the term "developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the City and includes developers of either speculative or build-to-suit projects.

The term "developer of speculative space" means any developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant. The term "build-to-suit developer" means any developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

The requirements of the Policy shall be included in the Owner Participation Agreement (OPA), the Disposition and Development Agreement (DDA) and/or the Participation Agreement (PA), (hereinafter collectively referred to as "Agreements"), between the developer and the City.

Build-to-suit Owners/Lessees: The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a 12-month post-construction phase of the economic development project. For purposes of this Policy, the term "build-to-suit

owner/lessee" means the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

Entire Project: Even though portions of a project may not be supported by City funds, developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Threshold: All economic development assistance from the City valued over $100,000 shall include an employment plan policy and will be subject to reporting requirements.

MINORITY & RESIDENT PARTICIPATION GOALS

To ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City contracts, it is the intent of this Policy to ensure the following City Economic Development Project goals are met:

1. **15%** participation of Minority, Women, Disabled and Veteran-Owned Business Enterprises "M/W/D/VBE's".

    - The minority participation goal represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBE's. Participation to be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers.

2. **30%** of all new jobs created as a direct result of the project are to be filled by bona-fide residents of the City of Las Vegas.

    - A resident is defined as an individual whose primary place of residence is within the City of Las Vegas. Verification of residence may be provided by the employee in the form of a driver's license or by legal address as evidenced on their IRS tax form.

An M/W/D/VBE may participate as a prime contractor, sub-contractor, a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If M/W/D/VBE and resident participation

goals are not met, information documenting specific actions taken must be submitted prior to the contract award in order to receive credit towards compliance.

DIVERSITY INCENTIVE

Projects receiving City economic development assistance call for specific minority and resident participation goals. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if **both** goals are successfully met. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The City's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. For non-cash incentives (i.e. the sale of land below fair market value), the City may require a cash deposit of 10% to be awarded based on successful achievement of participation goals.

Prior to the start of construction, failure to adhere to all required program elements will constitute grounds for withdrawal of the entire incentive.

PROGRAM ELEMENTS: DEVELOPER

The developer shall adhere to the employment plan only during the construction phase of the development.

A. **Initial Submittals**: The developer shall provide the City with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The City recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

B. **Contracting Decisions and Waiver:** The developer has the right to make the final decision on contracting, but the City will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified M/W/D/VBE's or City residents to meet the contracting goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the City.

C. **Structuring the Bid by Size and Type of Work:** Meeting the participation goals requires a developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by M/W/D/VBE's. Staff members of the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

D. **Input from M/W/D/VBE Contractors:** After having designed the project from the beginning with a view toward making M/W/D/VBE participation easier, the developer should seek input on the bid from qualified contractors and subcontractors, including M/W/D/VBE's. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

E. **Dissemination to M/W/D/VBE Contractors:** Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBE's using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the City.

F. **Other Techniques and Procedures:** In addition to providing direct notice of bid letting to M/W/D/VBE's the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation by M/W/D/VBE's. The City makes no guarantee that an Employment Plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the City.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBE's.
- Must ensure access by M/W/D/VBE's to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBE's about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBE's.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the economic development project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the economic development project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

A. **Initial Submittals:** The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the economic development project will have on opportunities for employment within the project area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

B. **Project Impact:** The build-to-suit owner must supply the following information to the City: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the economic development project and a description of skills required for filling the positions.

C. **Policy Requirements:** It is the intent of this Policy that a minimum of 15% of all new jobs created as a direct result of the project be filled by M/W/D/VBE's and 30% of all new jobs created are to be filled by bona-fide residents of the City of Las Vegas. The City shall have the authority to modify the participation goals of this section after a showing of just cause through the appeal process. This includes the refilling of those jobs for the duration of the employment plan.

D. **Project Description:** The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ persons who are:

- Economically Disadvantaged
- Members of Racial Minorities
- Woman
- Disabled
- Veterans

E. **Referral Agencies:** The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030

(702) 737-4300 www.lvacc.org	(702) 384-0202	(702) 638-1300 www.naacplv.org	(702) 399-5627 www.nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 www.lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 www.nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 www.urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 www.csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 www.lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 www.nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 www.veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	**Latin Chamber of Commerce** 300 N. 13th St. Las Vegas, NV 89101 (702) 385-7367 www.lvlcc.com	**Nevada Minority Business Enterprise Center (NMBEC)** 626 S. 9th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nvmbec.html	**Women's Chamber of Commerce** 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 www.womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive Las Vegas, NV 89106 (702) 367-4348 www.lasvegasfit.com	**National Association of Women Business Owners (NAWBO)** PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 www.nawbosnv.org	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111 Las Vegas, NV 89106 (702) 636-3070 www.veterans.nv.gov	**Women's Development Center** 4020 Pecos McLeod Las Vegas, NV 89121 (702) 796-7770 www.wdclv.org

F. **Training:** Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

G. **Procedural Guidelines for Outreach/Hiring:** The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.
- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-

suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.

- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The City shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

REPORTING REQUIREMENTS

When an economic development project is awarded, the developer/build-to-suit lessee will be required to submit an Employment Plan in accordance with the City's [INSERT RESO NAME] and the City's Employment Plan Policy.

A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, standard City Reporting Templates are attachments to the Policy. (Attachment C). All exhibits must be complete and copies of correspondence and advertisements must to be attached to the report. The templates may be modified at any time by the City to ensure uniform and accurate reporting.

The City shall use this information for the sole purpose of determining compliance of the developer or build-to-suit owner/lessee with the submitted employment plan. Furthermore, affected employees shall be notified this information will be reported to the City. This information shall not be submitted to any other person or organization, for any other purpose.

APPEALS

If after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the minority and resident participation goals.
- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

1. Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the minority and/or resident participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Chief Urban Redevelopment Officer.
2. The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the Office of the City Council.
3. Final decisions regarding ability to meet the Policy requirements in the contract shall rest with the Mayor and the members of the City Council.

Section 2: Las Vegas Redevelopment Agency

Redevelopment Projects Employment Plan Policy

POLICY

This employment plan is prepared in accordance with NRS 279.482(2) and supersedes the amended City of Las Vegas Redevelopment Agency Employment Plan Policy dated June 6, 2001. This employment plan policy (hereinafter referred to as the "Policy"), applies to recipients of redevelopment project assistance. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the Las Vegas Redevelopment Area and are economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a project funded, in whole or part, by the Las Vegas Redevelopment Agency (hereinafter referred to as the "Agency"). The ultimate result of this Policy is to ensure that the persons identified in the statute have the opportunity to benefit from redevelopment projects as fully as the community at large.

APPLICABILITY

Developers: Developers shall submit an employment plan for the construction phase of a project. For purposes of this Policy, the term "developer" means any person or entity that is proposing to construct a project and will receive financial assistance from the Agency and includes developers of either speculative or build-to-suit projects.

The term "developer of speculative space" means any developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant. The term "build-to-suit developer" means any developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

The requirements of the Policy shall be included in the Owner Participation Agreement (OPA), the Disposition and Development Agreement (DDA) and/or Participation Agreement (PA), (hereinafter collectively referred to as "Agreements"), between the developer and the Agency.

Build-to-suit Owners/Lessees: The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a 12-month post-construction phase of the redevelopment project. For purposes of this Policy, the term "build-to-suit owner/lessee" means

the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the minority participation goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

Entire Project: Even though portions of a project may not be supported by redevelopment funds, developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Threshold: All redevelopment assistance from the Agency valued over $100,000 shall include an employment plan policy and will be subject to reporting requirements. For assistance valued under $100,000 the developer or business shall submit an employment plan and use best efforts to achieve that plan in accordance with NRS 279.482(2).

MINORITY & RESIDENT PARTICIPATION GOALS

To ensure that all segments of the local business community have a reasonable and significant opportunity to participate in Agency contracts, it is the intent of this Policy to ensure the following Las Vegas Redevelopment Agency goals are met:

1. **15%** participation of Minority, Women, Disabled and Veteran-Owned Business Enterprises "M/W/D/VBE's".

    - The minority participation goal represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBE's. Participation to be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers.

3. **15%** of all new jobs created as a direct result of the project are to be filled by bona-fide residents of the Las Vegas Redevelopment Area.

    - A resident is defined as an individual whose primary place of residence is within the Las Vegas Redevelopment Area. Verification of residence may be provided by the employee in the form of a driver's license and/or by legal address as evidenced by their IRS tax forms.

An M/W/D/VBE may participate as a prime contractor, sub-contractor, a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If M/W/D/VBE and resident participation goals are not met, information documenting specific actions taken to achieve the goals must be submitted prior to the contract award to receive credit towards compliance.

DIVERSITY INCENTIVE

Projects receiving Agency redevelopment assistance call for specific M/W/D/VBE and resident participation goals. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if **both** goals are successfully met. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The Agency's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. For non-cash incentives (i.e. sale of land below fair market value), the Agency may require a cash deposit of 10% to be awarded based on successful achievement of participation goals.

Prior to the start of construction, failure to adhere to all required program elements will constitute grounds for withdrawal of the entire incentive.

PROGRAM ELEMENTS: DEVELOPER

The developer shall adhere to the employment plan only during the construction phase of the development.

A. **Initial Submittals**: The developer shall provide the Agency with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The Agency recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

B. **Contracting Decisions and Waiver:** The developer has the right to make the final decision on contracting, but the Agency will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified M/W/D/VBE's or Redevelopment Area residents to meet the contracting goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the Agency.

C. **Structuring the Bid by Size and Type of Work:** Meeting the participation goals requires the developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by M/W/D/VBE's. Staff members of the

City of Las Vegas (hereinafter referred to as "City") Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

D. **Input from M/W/D/VBE Contractors:** After having designed the project from the beginning with a view toward making M/W/D/VBE participation easier, the developer should seek input on the bid from qualified contractors and subcontractors, including M/W/D/VBE's. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

E. **Dissemination to M/W/D/VBE Contractors:** Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBE's using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the Agency.

F. **Other Techniques and Procedures:** In addition to providing direct notice of bid letting to M/W/D/VBE's the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation by M/W/D/VBE's. The Agency makes no guarantee that an employment plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the Agency.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBE's.
- Must ensure access by M/W/D/VBE's to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBE's about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBE's.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the redevelopment project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the redevelopment project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

A. **Initial Submittals:** The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the redevelopment project will have on opportunities for employment within the area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

B. **Project Impact:** The build-to-suit owner must supply the following information to the Agency: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the redevelopment project and a description of skills required for filling the positions.

C. **Policy Requirements:** It is the intent of this Policy that a minimum of 15% of all new jobs created as a direct result of the project be filled by M/W/D/VBE's and 15% of all new jobs created are to be filled by bona-fide residents of the Las Vegas Redevelopment Area. The Agency shall have the authority to modify the participation goals of this section after a showing of just cause through the appeal process. This includes the refilling of those jobs for the duration of the employment plan.

D. **Project Description:** The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ persons who are:

- Economically Disadvantaged
- Members of Racial Minorities
- Woman
- Disabled
- Veterans

E. **Referral Agencies:** The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 www.lvacc.org	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 www.naacplv.org	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 www.nevadapartners.com
Bureau of Vocational Rehabilitation of So. Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 www.lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 www.nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 www.urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 www.csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 www.lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 www.nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 www.veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	**Latin Chamber of Commerce** 300 N. 13th St. Las Vegas, NV 89101 (702) 385-7367 www.lvlcc.com	**Nevada Minority Business Enterprise Center (NMBEC)** 626 S. 9th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nv_mbec.html	**Women's Chamber of Commerce** 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 www.womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive Las Vegas, NV 89106 (702) 367-4348 www.lasvegasfit.com	**National Association of Women Business Owners (NAWBO)** PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 www.nawbosnv.org	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111 Las Vegas, NV 89106 (702) 636-3070 www.veterans.nv.gov	**Women's Development Center** 4020 Pecos McLeod Las Vegas, NV 89121 (702) 796-7770 www.wdclv.org

F. **Training:** Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

G. **Procedural Guidelines for Outreach/Hiring:** The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.

- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.
- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

REPORTING REQUIREMENTS

If awarded the project, the developer or build-to-suit owner/lessee will be required to submit an employment plan in accordance with Nevada Revised Statutes and the Agency's Employment Plan Policy.

A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, standard Agency Reporting Templates are attachments to the Policy. (Attachment D). All exhibit checklists shall be complete and copies of correspondence and advertisements are to be attached to the report. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting.

Affected employees shall be notified that this information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted employment plan. This information shall not be submitted to any other person or organization for any other purpose.

APPEALS

If, after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the minority and resident participation goals.

- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

i. Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the minority and/or resident participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Chief Urban Redevelopment Officer.
ii. The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the Office of the City Council.
iii. Final decisions regarding ability to meet the Policy requirements in the contract shall rest with the Mayor and the members of the City Council.

City of Las Vegas Economic Development Projects Resolution

[INSERT RESO]

Assembly Bill No. 664- Assemblymen Arberry and Wendell Williams

Chapter 621

An ACT relating to the redevelopment of communities; requiring a proposal for a project of redevelopment to include an employment plan; and providing other matters property relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 279.572 is hereby amended to read as follows:

1. Every redevelopment plan must show:

[1.] (a) The amount of open space to be provided and the layout of streets.

[2.] (b) Limitations on type, size, height, number and proposed use of buildings.

[3.] (c) The approximate number of dwelling units.

[4.] (d) The property to be devoted to public purposes and the nature of those purposes

[5.] (e) Other covenants, conditions and restrictions which the legislative body prescribes.

[6.] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

(a) A description of the existing opportunities for employment within the area.

(b) A projection of the effect that the redevelopment project will have on opportunities for employment within the area.

(c) A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:

(1) Economically disadvantaged

(2) Physically handicapped

(3) Members of racial minorities

(4) Veterans

(5) Women

EXHIBIT F

SCOPE OF DEVELOPMENT
GSA/IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE BUILDING

The following outlines the proposed preliminary terms for the GSA/Immigration and Customs Enforcement Lease sought by the GSA through SFO#8NV2013.

Lessor:	PH ICE, LLC, a Nevada limited liability company, ("Lessor").
Lessee:	The General Services Administration ("GSA") with its Sublease tenant being Immigration and Customs Enforcement.
Property:	A 3-story office building located on Bonanza, east of Grand Central Parkway in downtown Las Vegas (APN 139-22-401-301). The new office building will yield approximately 60,000 square feet, with total net useable square feet of approximately 51,108 square feet.
Required Leasable Space:	The GSA requires 58,909 leasable square feet of space. The leasable space shall yield a minimum of 51,225 ANSI/BOMA Office Area (previously Usable) square feet, available for use by tenant for personnel, furnishings, and equipment.

EXHIBIT G

SCHEDULE OF PERFORMANCE

[To be completed during Feasibility Review Period]

EXHIBIT H

GRANT, BARGAIN AND SALE DEED

[To be completed during Feasibility Review period based on the Deed used by CPY and PH GSA LLC For the IRS Building]

Public Purpose/Impact Analysis

Title of Project: Potential Immigration and Customs Enforcement building

Project Description: 55,000 square feet office north of the 515 freeway

Sponsor/Developer: Office of Business Development / City Parkway IV A, Inc.

Assistance Provided by: IMPLAN

Number of Direct Jobs Created: -0-

Number of Indirect Jobs Created: 85

Number of Direct Jobs Retained: 170

Pertinent Statutes Used for Public Purpose:

N.R.S. 244, N.R.S. 266, N.R.S. 268

How Does the Project Benefit the Public:

New construction during economic downturn. Project is north of the 515 freeway creating synergy toward the northwest part of downtown. It also retains 170 jobs in the Las Vegas valley bringing them into the downtown core to support existing retail.

Quantitative Economic Benefits:

1) **A total of 250 construction workers on site**
2) **170 employees relocated to downtown**
3) **$29.8 Million economic impact from operations**
4) **$29.4 Million economic impact from construction**
5) **$84,000 in new annual property taxes**

Private Investment**:**

1) **Approximately $1.6 million in site improvements**
2) **New 55,000 square foot office building**

Public Investment:

A reduced land price from 1) high value of $1,256,382 and 2) Clark County Assessor Taxable Value $804,986 *without considering site issues*. Sales price exceeds low value of $370,000. Site sold in "as is" condition.

Total direct Economic Impact:

$400,000 land sale proceeds
$84,000 new annual property taxes
$17.3 Million economic impact from construction payroll
$18 Million annual economic impact from operations payroll

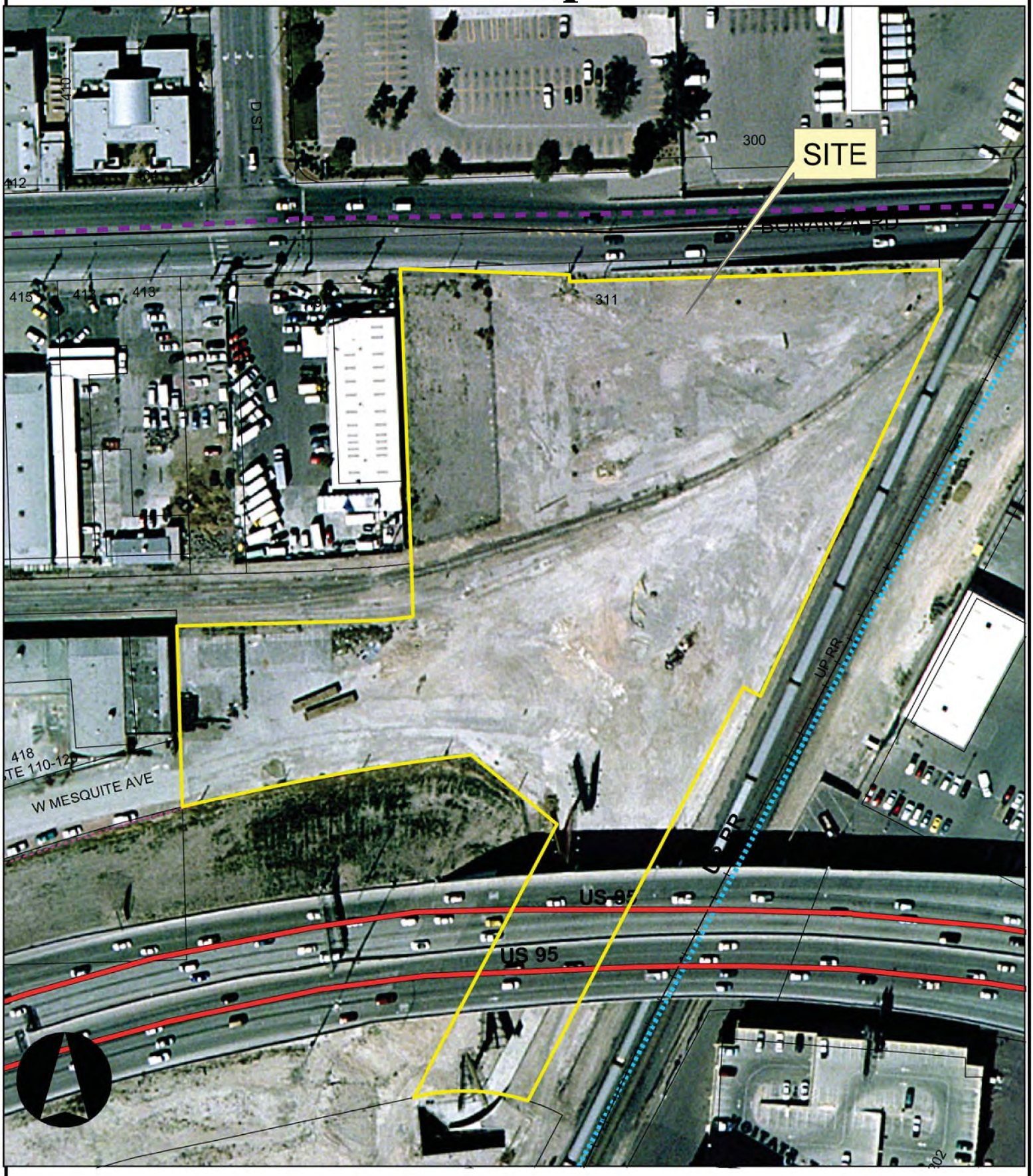
Total Indirect Economic Impact:

$12 Million Indirect and Induced annual economic impact from construction

$11.6 Million Indirect and Induced annual economic impact from operations

Economic Impact Study Performed:	Yes	No **XX**
Economic Impact Analysis Performed	Yes **XX**	No
Return on Investment Analysis Performed:	Yes	No **XX**

Site Map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City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

ANIMAL ADVISORY COMMITTEE – Kurt Mychajlonka, Term Expiration 11/15/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board is comprised of 5 members who serve two-year terms. There is no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term. There is no City residency requirement. Mr. Mychajlonka was originally appointed in 2008 and has served a single term, is eligible and wishes to be reappointed. Staff has recommended his reappointment.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Mr. Mychajlonka OR appoint a new member to fill this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memo from Richard Molinari, Animal Control Supervisor
3. Board of Interest Forms from Thomas Boley and Kenneth Foose

Animal Advisory Committee

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Mark A. Dolginoff, DVM**	3 /20/1996 **Reapp: 3/9/1998 3/1/2000 2/20/2002 3/3/2004 3/1/2006 2/20/2008 3/3/2010**	3/20/2012	Reese
2	**Charles Fitzgerald**	12/3 /2003 **Reapp: 12/7/2005 11/7/2007 12/2/2009**	12/3/2011	Reese
3	**Kurt Mychajlonka**	11/5 /2008 **Reapp:**	11/15/2010	Ross
4	**Susan Butche**	4 /5 /1995 **Reapp: 3/10/1997 3/8/1999 3/7/2001 3/19/2003 3/16/2005 3/7/2007 4/1/2009**	4/5/2011	Reese
5	**Kimberly Reid**	1 /9 /2008 **Reapp: 1/20/2010**	2/7/2012	Tarkanian

Authority: Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777), LVMC 7.16.050
Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates City's animal control regulations.

Members: 5 members (do not have to represent any specific areas or categories)

Appointed: Appointed by the City Council.

Term: 2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes: No City residency requirement.
No financial disclosure requirement.

Prior Code: Ord. #1777, adopted 7-2-75

Purpose: The Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

Memorandum

City of Las Vegas
Detention and Enforcement

To: Beverly K. Bridges, City Clerk

From: Supervisor Richard J. Molinari

CC:

Date: September 28, 2010

Re: Reappointment, Kurt Mychajlonka, Animal Advisory Committee

I have received notification from Kurt Mychajlonka that he would like to be reappointed to the City of Las Vegas Animal Control Animal Advisory Committee.

I recommend Kurt for reappointment.

If you have any questions please feel free to contact me at 229-2078.

Supervisor
Richard J. Molinari
City of Las Vegas Animal Control

RECEIVED
CITY CLERK

2009 SEP -1 A 10:44

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Thomas Boley, Esq.

Home Street Address: 11946 Giles St.

City: Las Vegas NV **ZIP Code:** 89183

Work Street Address: 1100 Bridger Ave

City: Las Vegas **ZIP Code:** 89101

Employer: Thorndal Armstrong **Occupation:** Attorney

Home Phone Number: 702-917-5614 **Work Phone Number:** 702-366-0622

Other Phone Number: N/A **Email Address:** tboley@thorndal.com

Please list the boards, commissions, or committees that you are interested in serving on:

- Community Development Recommending Board; ~~Planning Commission~~
- Citizen Review Board; Parks and Recreation Advisory Commission
- Any other available committees for which I am qualified

Animal Advisory Board
Arts Commission

Historic Preservation

For office use only

CLV Y___ N✓

Ward N/A County

Date 9/1/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Student Bar Association in law school

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

My undergraduate degree is in community economic development. I worked for the Greater Cedar Valley Alliance, which was an economic development organization in Waterloo, Iowa. As an attorney, I am familiar with government and procedures of public commissions

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

THOMAS D. BOLEY, ESQ.

11946 Giles Street • Las Vegas, NV 89183 • (702) 917-5614
thomasdboley@gmail.com

PROFESSIONAL LEGAL EXPERIENCE

Thorndal, Armstrong, Delk, Balkenbush & Eisinger, P.C. October 2008 – Present
Las Vegas, NV
Associate Attorney

- Represent clients in civil cases from initiation to resolution in personal injury defense, bad faith, contract disputes, construction defects, and family law matters
- Participate in arbitration hearings, mediations, and settlement conferences
- Draft and argue motions regarding summary judgment, requests to dismiss, motions in limine, reconsiderations, discovery disputes, contract interpretation, and other pertinent evidentiary and liability matters
- Conduct depositions of parties and relevant witnesses, including expert witnesses
- Oversee all pertinent communications with clients and opposing parties

Thorndal, Armstrong, Delk, Balkenbush & Eisinger, P.C. May 2007 – August 2007
Las Vegas, NV May 2008 – October 2008
Law Clerk

- Drafted motions, pleadings, and other related legal documents for construction defect and personal injury defense matters
- Drafted correspondence and conducted various communications between parties, clients, and insurance companies
- Researched and prepared memoranda on factual and legal issues regarding construction defect and personal injury cases, including findings on liability and civil procedure
- Attended depositions, mediations, and special master hearings

Polk County Attorney August 2007 – December 2007
Des Moines, IA
Student Prosecutor

- Drafted Legal Documents and assisted in prosecuting of criminal cases
- Prosecuted misdemeanor offenses and traffic tickets

Drake Legal Clinic
Des Moines, IA
Student Attorney – General Civil Practice January 2007 – May 2007

- Represented clients in civil matter such as adoptions, marriage, dissolutions, child custody and support, consumer protection, and domestic abuse
- Drafted all types of legal documents including petitions, motions, and notices
- Participated in pretrial conferences, trials, and mediations
- Performed in-depth legal research on issues to be presented at hearings

Thomson Reuters
Des Moines, IA
Westlaw Student Representative August 2006 – May 2008

- Marketed Westlaw products to Drake Law students
- Managed questions and complaints about Westlaw products
- Held Westlaw training sessions to educate students about Westlaw
- Managed equipment and computer hardware

Des Moines Homebuilder's Association
Des Moines, IA
Law Clerk May 2006 – August 2006

- Served as liaison between the city governments and the homebuilders' association
- Performed legal research on local and international building codes
- Monitored the status of local ordinances that affect homebuilding

LICENSURES

State Bar of Nevada – October 2008
United States District Court for the District of Nevada – January 2009
United States Court of Appeals for the Ninth Circuit – January 2009

RECENT CLEs

Representing Child Victims of Abuse & Neglect – 3.0 credits
Basics of Family Law – 3.0 credits
Slips, Trips, and Falls – 2.0 credits

LEGAL EDUCATION

Drake University Law School Des Moines, IA
Juris Doctor May 2008
GPA: 3.16 – *With Honors*

Certificate in Litigation and Dispute Resolution:

- The Drake University Law School, a pioneer in the training of trial lawyers, offers a demanding certificate program in litigation for selected students who commit to specializing in litigation. The certificate involves three years of advanced coursework and courtroom training, including real-world and mock court experiences. The program includes coursework in both trial and pre-trial advocacy.

Certificate in Constitutional Law and Civil Rights:

- The Drake Constitutional Law Center is one of only four constitutional law programs established by the U.S. Congress. This certificate program builds on Drake Law School's longstanding commitment to research and symposia in these areas through the Drake Constitutional Law Center.

Honors:
United Methodist Scholarship (2005-2008)
Dean's List (Fall 2005 – Spring 2008)
JD Conferred With Honors (June 2008)
Dean's Service Award (Fall 2007)

RESEARCH AND WRITING

Drake Legal Research And Writing: The Drake research and writing curriculum is an intense training program designed to establish proficiency in the areas of research, analysis and writing. This rigorous program consists of weekly lectures from professors, practicing attorneys and judges, small group discussions and Lexis/Westlaw computer lab work. Drake also requires an advanced writing class, in a topic of a student's choice, where the student performs in-depth research and produces a final legal writing project.

Other Activities:

- Delta Theta Phi Law Fraternity - At-large representative 06-07; Bailiff 07-08
- Drake Law Student Bar Association Representative - Class of 2008
- Drake University Senate Law School Representative – Spring 2007
- Alternative Dispute Resolution Society – President 07-08; Treasurer 06-07
- Moot Court Team – Negotiations
- Moot Court Team – Mediation

UNDERGRADUATE EDUCATION

University of Northern Iowa College of Business Administration — Cedar Falls, IA
Bachelor of Arts, Economics - Magna Cum Laude — May 2005

REFERENCES

Benjamin Miller, Esq.
Associate Attorney
Rands, South & Gardner
1055 Whitney Ranch Drive, Suite 220
Henderson, NV 89104

Evan D. Schwab, Esq.
Associate Attorney
Barker & Washburn Law Firm
3110 Rainbow Blvd., Suite 105
Las Vegas, NV 89146

Prof. James A. Albert, Esq.
Professor of Law
Cartwright Hall
Des Moines, IA 50311
(515) 271-2061

Mary Walsh, Esq.
Thomson/West Academic Account Manager
10210 Hickory Lane
Urbandale, IA 50322
(515) 971-5486

RECEIVED
CITY CLERK

2009 FEB 18 A 10:54

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Kenneth Foose

Home Street Address: 4460 Denia Circle

City: Las Vegas **ZIP Code:** 89108

Work Street Address: 2410 N. Decatur Blvd #160

City: Las Vegas **ZIP Code:** 89108

Employer: Exotic Pets LLC **Occupation:** owner

Home Phone Number: 203-0983 **Work Phone Number:** 631-7387

Other Phone Number: _____ **Email Address:** Exoticpetslv@aol.com

Please list the boards, commissions, or committees that you are interested in serving on:

Animal Advisory Committee

For office use only

CLV Y ✓ N ___

Ward 5

Date 2/20/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Master Degree in Zoology, Vice President International Herpetological Symposium, Asst. Curator of Reptiles and Curator of Reptiles of various Zoos, have dealt with animals in private and professional ~~[illegible]~~ life, 30 years experience, deal well in groups and government

Please list any of your relatives or friends that work for the entity in which you would be serving: 0

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Qualifications for serving on the Animal Advisory Board

I am the current owner of Exotic Pets in Las Vegas, and have been so for over 18 years. I have a masters degree in Zoology from Kansas University. Before moving to Las Vegas I owned and operated Reptiles of the West zoo in Virginia City Nevada. I have been involved with working on new regulations with the Nevada Division of Wildlife for over 25 years.

Past jobs and skills
Owner Exotic Pets (present)
Owner Reptiles of the West Virginia City
Asst. Curator of Reptiles Woodland Park Zoo Seattle
Curator of Reptiles Walk in the Wild Zoo Spokane
Animal Keeper (various zoos)
Vice President International Herpetological Symposium (current)
Masters Degree Zoology Kansas U.
Founder of the Southern Nevada Herpetological Society
Founder of the Northern Nevada Herpetological Society
Founder Inland Empire Herpetological Society (Spokane)
Provide reptiles and mammals for TV commercials and movies
Provide Animals to the Southern Nevada Museum of Natural History

I have worked with local Animal Control, the Nevada Wildlife Commission, the Nevada Division of Wildlife, state legislators and goobers. I think I could be an asset to the Animal Advisory Committee

Thanks, Ken
Exotic Pets LLC
2410 N. Decatur #160
Las Vegas NV 89108
(702) 631-7387
fx (702) 631-7367
www.Exoticpetslv.com

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

CIVIL SERVICE BOARD OF TRUSTEES – Malcolm White, Term Expiration 11/8/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council for a four-year term. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms and there is no requirement to fill an unexpired portion of a term. Mr. White was originally appointed in 2006, has served a single term and is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. The option is for any member of the City Council to reappoint Mr. White OR appoint a new member to fill the seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memo from Dan Tarwater, Director of Human Resources

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

Board of Civil Service Trustees

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Edmund Miramontes** Ward 1 Resident	10/29/2003 **Reapp: 11/7/2007**	10/29/2011	Barlow
2	**Evelyn Beals** Ward 5 Resident	7 /6 /2005 **Reapp: 7/15/2009**	7/6/2013	Reese
3	**Priscilla Rocha** Ward 3 Resident Effective 2/21/2004	2 /18/2004 **Reapp: 1/16/2008**	2/21/2012	Reese
4	**David W. Steinman** Ward 4 resident	9 /16/2009 **Reapp: N/A**	9/16/2013	Anthony
5	**Malcolm White** Ward 4 Resident Effective 11/8/2006	10/18/2006 **Reapp: N/A**	11/8/2010	Brown

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04 - Amended per Bill 2001-70, Ordinance 5346, of 8-1-2001 indicating Financial Disclosures requirement.

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: $50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

PURPOSE: The Board of Civil Service Trustees administers the system of civil service.

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
September 30, 2010

TO:	FROM:
Beverly K. Bridges, City Clerk	Dan Tarwater, HR Director
SUBJECT:	**COPIES TO:**
Malcolm White – Term of Civil Service Board of Trustees will expire November 8, 2010.	

Mr. Malcolm White's four-year term on the Civil Service Board is due to expire on November 8, 2010. Please have Council reappoint him as a board trustee for the Civil Service Board for the term 2010-2014.

RECEIVED
CITY CLERK
2010 SEP 30 P 3:43

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Sydelle MacKay, Term Expiration 11/1/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Board is comprised of 9 members filling three-year terms. There is a limit of two full terms and unexpired terms must be filled. Appointees must include at least two members over the age of 60 as well as must represent the following specific categories: 2 members from Senior Organizations; 2 members from Senior Service Providers; 3 Private Citizens; and 2 members from the Nevada State Bar. Ms. MacKay, who serves in the Private Citizen category, was originally appointed in 2006 to fill an unexpired term and then recommended by Mayor Goodman for a full term in 2007. Her first full term will expire November 1, 2010. She is eligible and wishes to be reappointed for a second term.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Ms. MacKay OR appoint a new member to represent a Private Citizen seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memo from Sheri Cane Vogel, Sr. Citizens Law Project Administrator
3. Board Interest Forms from Sanje Sedera, Julie Ann Barbagallo, Megan Heryet and Valencia Burch

Senior Citizen Law Project Advisory Board

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Sydelle MacKay** Private Citizen	6 /21/2006 **Reapp: 10/17/2007**	11/1/2010	Mayor
2	**Marguerite Mathis** Member, Senior Organization Effective 4/18/2008	4 /2 /2008 **Reapp: N/A**	4/18/2011	Leisure Services
3	**Judge Douglas E. Smith** Member, Nevada State Bar Effective 7/19/2007	6 /20/2007 **Reapp: 7/7/2010**	7/19/2013	Reese
4	**Charles Bernick** Private Citizen Fills unexpired term of Ben Graham	8 /5 /2009 **Reapp: N/A**	1/5/2012	Reese
5	**Mel Velasquez** Senior Services Provider	2 /2 /2005 **Reapp: 1/9/2008**	2/2/2011	Leisure Services
6	**Kathy McClain** Senior Services Provider	9 /3 /2008 **Reapp: 11/5/2008**	11/18/2011	Leisure Services
7	**Maria Dent** Member, Senior Organization	2 /2 /2005 **Reapp: 1/9/2008**	2/2/2011	Leisure Services
8	**Tracey Itts** Member, Nevada State Bar	8 /2 /2006 **Reapp: 4/1/2009**	4/14/2012	Reese

Name	Appointment Date	Expiration Date	Recommended By:
9 **Albert O'Neal** Private Citizen	6 /21/2006 **Reapp: 6/20/2007**	7/7/2013 **7/7/2010**	Reese

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)
- 2 members to be members of senior organizations.
- 2 from senior service providers
- 3 private citizens
- 2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIREMENT

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m.
310 South 9th Street, 89101

DEPT. SUPPORT: Sheri Cane Vogel, Project Director, Senior Citizen Law Project

Memorandum

City of Las Vegas
Senior Citizens Law Project

To: Beverly Bridges, City Clerk

From: Sheri Cane Vogel, Esq.

Date: October 1, 2010

Re: Senior Citizens Law Project Advisory Board

The appointment of Senior Citizens Law Project Advisory Board member Sydelle MacKay expires on November 1, 2010. She has been an outstanding member of the Advisory Board. She has excellent attendance and is an asset to the Board. I recommend her for reappointment to a second full term.

SCV/sd

RECEIVED
CITY CLERK

2008 NOV 20 A 10:40

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Sanje Sedera

Home Street Address: ~~1128 Triumph Ct~~ 1413 Strike Jumper Court 9/7/2010

City: Las Vegas **ZIP Code:** ~~89117~~ 89108

Work Street Address: 6585 High Street #211

City: Las Vegas **ZIP Code:** 89113

Employer: First United Mortgage **Occupation:** Sr. Loan officer

Home Phone Number: 702-461-8655 **Work Phone Number:** 702-921-4800

Other Phone Number: _____ **Email Address:** Sedera@aol.com

Please list the boards, commissions, or committees that you are interested in serving on:

1/ Citizen Review Board 4/ Neighborhood partners fun board

2/ Community Development Recommending Board 5/ Senior Citizen Law project Adv. Board

3/ Las Vegas Housing Authority 6/ Senior Citizen Advisory Board

For office use only

CLV Y ✓ N ___

Ward ~~2~~ 1 9/7/2010

Date ~~11/21/08~~

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please refer to the resume.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please refer to the attached letter & resume

Please list any of your relatives or friends that work for the entity in which you would be serving: N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

11-17-2008

Sanje Sedera
1128 Triumph Court
Las Vegas, NV 89117

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

To whom it may concern:

I have been a resident of Las Vegas since 1995 and have been a strong advocate in senior care, equality in education, helping the homeless community and well being of battered children and women. My passion to help them has drawn me to " Shade Tree, Salvation Army and Blind Center". In last ten years I have done my best to help this disadvantage community on regular basis. Few times per month I visit the homeless shelters with hot Pizza and I am known as the "Pizza Man" among the homeless community.

I have organized relief efforts for countries, which have faced with catastrophic natural disasters. I was the chief organizer for relief efforts involving the cyclone Ngris in Burma in 2008 and Tsunami relief efforts involving Sri Lanka in 2004.

I currently serve as the Chairman of the Asian American Democratic Caucus, Vice President of South Asian Chamber of Commerce, Vice President of Summerlin Lions Club and board member of numerous professional and civic organizations.

Professionally I have been a mortgage broker and a real estate broker for over 12 years. I have been partner of a venture capital company and co-own a childcare and pre-school.

I strongly believe I have more to offer to this wonderful city. I would like to serve in any committee that you believe that I could serve best for our community.

I would really appreciate if you could contact me at 702-461-8655 for a brief meeting.

Thank you.

Sanje Sedera

SANJE SEDERA
1128 Triumph Court
Las Vegas, Nevada 89117
Phone (702) 461-8655 Fax (702) 873-2143
Email: sedera@aol.com

WORK HISTORY

Sr. Loan Officer, First United Mortgage Company
6585 High Street, Las Vegas, NV 89113 (October 1st 2008 to Present)

Originate and fund commercial and residential loans, while providing outstanding customer service.

Sr. Loan Officer, Cornerstone Mortgage Company,
7942 W.Sahara Ave. Las Vegas, NV 89117 (March1st, 2001 to October 2008)

Trained Jr. Loan Officers on modern sales techniques. Managed a sales team of 22 loan officers. Originated and funded commercial and residential loans, while providing outstanding customer service.

Broker/ Salesman, Elite Realty
7448 W. Sahara Ave., Las Vegas, NV 89117 (May 2007 to Present)

Preformed commercial and residential real estate transactions while maintaining exceptional customer relations.

Loan Officer, Northern Pacific Mortgage Company (March 1st 1999 to March 1st 2001)

Originated and funded commercial and residential loans. Top loan officer in year 2000.

Loan Officer, Green Tree Financial (March 1st 1998 to March 1st 1999)

Originated residential loans. Top loan officer in year 1998.

President, Little Round Up Pre-School and Day Care (June 1st 2004 to Present)
3700 Vegas Drive, Las Vegas, NV 89108

Manage and operate pre-school and day care facility while adhering to city and county standards. Manage the employee relations to provide better working environment and higher productivity.

EDUCATION AND TRAINING

Bachelor of Arts in Management and CIS– Idaho State University 1994
Associate Degree in CIS – Institute of Technological Studies, Sri Lanka 1991
Real Estate Broker license - Nevada since June 2007
Real Estate Loan Officer License - Nevada since March 1996

AWARDS AND AFFILIATIONS

Vive President- South Asian Chamber of Commerce, Las Vegas, Nevada
Vice President - Summerlin Lions Club, Las Vegas, Nevada
President – Asian American Democratic Caucus, Las Vegas, Nevada
Co- Chair- Nevada Partners for relief – Rebuild Burma, Las Vegas, Nevada
Secretary / Treasurer – Desert Democrats Toast Masters Club
Service Coordinator – Las Vegas Sai Baba Center
Charter President/ Treasurer – Sri Lanka Cricket and Recreation Club
Active Member of United States Tennis Association
Recipient of American Field Service Award to Australia

REFERENCES

Will be provided upon request

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2009 NOV 10 A 10:58

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Julie Ann Barbagallo

Home Street Address: 7228 Childers Ave

City: Las Vegas, NV **ZIP Code:** 89178

Work Street Address: 3620 N. Rancho Dr. # 101

City: Las Vegas, NV. **ZIP Code:** 89130

Employer: Commercial West Brokers **Occupation:** Broker / Owner

Home Phone Number: 702-489-27x **Work Phone Number:** 702-289-7007

Other Phone Number: _____ **Email Address:** julie@commercialwestbrokers.com

Please list the boards, commissions, or committees that you are interested in serving on:

Community Development Recommending Board
Downtown Design Review Committee
Senior Citizen Law Protect Advisory Board

For office use only

CLV Y___ N✓

Ward ~~1~~ Clark Cty

Date 11/10/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Practing both Commercial & Residential Broker for 14 years. In depth Knowledge in All Aspects of Commercial & Residential Zoning laws, Construction laws and Building Codes. Attended over 54 real estate abitrations and Zoning issues.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Commercial West Brokers
3620 N. Rancho Drive
Suite 101
Las Vegas, NV. 89130

RECEIVED
CITY CLERK

2009 NOV 10 A 10:58

City Of Las Vegas
City Hall
Boards & Commissions
400 Stewart Avenue
Las Vegas, NV. 89101

Dear Commissioners,

I would like to submit the following documents for your review. I am interested in applying for any opportunity to sit on the boards listed to help our great city of Las Vegas, continue to grow in a positive direction.
I have been an active licensed Broker in the State of Nevada for over 14 years. My goal is to help put Las Vegas back in a positive position for continued development. I have worked diligently with Developers both Commercial & Residential, to help bring success to unfinished projects around the city.
I have a strong construction background as well as Nevada law. I continue to campaign and network with many large corporations and brokerage firms, to keep a positive influence in front of the media.
I am interested in pursuing a political future here in Nevada and would like to start with a seat on the Board, Commissions or Committee. It is my intent to help make the right decisions, that our businesses and city can benefit from. I will come from a position of power to get it done as well.

Please consider me for any opportunities that may come available to assist with the continued development of this great city.

Sincerely,

Julie A. Barbagallo
Broker

C W B
COMMERCIAL WEST BROKERS

Julie A. Barbagallo
Broker
3620 N. Rancho Drive
Suite 101
Las Vegas, NV. 89130
Phone: 702-289-7007
Fax: 702-489-2776
julie@commercialwestbrokers.com
www.commercialwestbrokers.com

3620 N. Rancho
Suite 101
Las Vegas, NV. 89130

702-289-7007
Julie@commercialwestbrokers.com
www.commercialwestbrokers.com

Julie A. Barbagallo

Objective

To provide outstanding customer service to the point of garnering future business and repeat clients. To strive for continued successful development within challenging markets.

Summary

Self - starting, goal orientated strategist whose confidence, perseverance and vision promote success.

Experience

August 2007 to Present Commercial West Brokers Las Vegas, NV

Director of Property Management & Leasing
Broker / Owner

- On site Property Management and Leasing of over 500,000 square feet of Class "A" Offices and Retail space and 300 Unit Condo property
- Review and negotiate lease terms and purchase agreements
- Analyze the market conditions to keep property profiles competitve
- Reviewed tenant Triple Net and or Modified Gross leases for renewals and changes
- Develop relationships with local contractors for property maintained
- Review Tenants construction progress and resolve any issues
- Prepared monthly billing statements and collected rents
- Approve all General Contractors and Insurance policies
- Review tenants financials semi annually for changes
- Directed and promoted Broker and Tenant appreciation functions
- Weekly walk thru of each property to inspect buildings and tenant space
- Meet with City Officials and attend Zoning issue meetings
- Prepare monthly status reports for Landlord/Developers
- Conferred with legal team to determine if transactions were handled in accordance with state laws and with regulations governing real estate industry
- Strong background interacting with Architects, Attorneys, Engineers and Developers

June 2004 to July 2007 Northbrooke Property Management LLC,

V.P. Property Management and Development
Broker LLC

- On site Property Manager and Leasing Director for over 300,000 square feet of Class "A" office and Retail space and 364 unit residential
- Create and manage relationships with current and potential tenants
- Negotiate and approve all general Contractors and state license verification
- Prepare monthly statements for rents and Tenant Improvement loans
- Negotiate and approve all Triple Net, Modified Gross leases and renewals
- Follow thru with lease due diligence to assure timely Certificate of occupancy
- Develop and implement creative marketing material for monthly mailers and web site
- Weekly inspections of property sites to for repairs and construction issues
- Attend any legal arbitrations on behalf of the Landlord/Developer

September 2000 to June 2004 **Sun West Contractors and Development**

V.P. Real Estate Sales, Management and Leasing
Broker Salesperson

- Managed commercial and leased over 400,000 square feet of commercial and residential properties
- Directed activities of sales staff and real estate department
- Negotiated and approved all Triple Net and Modified Gross lease terms for commercial properties
- Prepared monthly billing statements and financial changes
- Weekly inspection of new construction and tenant walk thru to assure timely Certificate of Occupancy
- Review and approve all general Contractors and Insurance issues

Education

2004 UNLV Las Vegas, NV
Law Studies

1995 Nevada School Of Real Estate Las Vegas, NV.
Real Estate practices

1987 Academy of Dental Health Sciences Ft. Sam Houston, TX.
Doctorate in Dental Sciences

Additional schooling and training in all areas of commercial and residential construction. Extensive knowledge of real estate laws on a local and national basis. Currently getting licensed in Arizona and California

Professional

Memberships

Las Vegas Better Business Bureau Accredited Business

Memberships Cont. Las Vegas Chamber of Commerce Networking

St. Jude's Children's Ranch Boulder City, NV.

References **Available**

Extracurricular Culinary Chef, Photographer, Travel , Sport Car Collector

Awards received 2004 Women In Commercial Real Estate Rose Awards

2009 Who's Who for outstanding Business Development (see attch)

WHO'S WHO 2009

In Business LAS VEGAS

PUBLISHER

Bruce Spotleson	bruce@gmgvegas.com
ASSOCIATE PUBLISHER	Debbie Donaldson (990-2457)
ASSISTANT	Kenya Johnson (990-2443)

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	Carla J. Zvosec
STAFF WRITER	Brian Sodoma
PHOTOGRAPHER	Ulf Buchholz

CREATIVE

EDITORIAL DESIGNER	Bradley Samuels
ADVERTISING CREATIVE DIRECTOR	Joe Boswell

ADVERTISING

FROM THE EDITOR

Annually, we publish the Who's Who in Real Estate, Construction and Development to showcase the movers and shakers who have helped design, develop and build the cityscape we know as the Las Vegas Valley.

It's a guide of the men and women who broker some of the most important deals in this city — the people who make the moves that transform our skyline, making history in the process.

In keeping with our long-standing practice for the Who's Who publication, listings are provided at no charge to qualifying executives and managers.

We've decided to change the presentation of the Who's Who this year. In this in-paper section, we've presented profiles of all the companies represented by the individuals in the Who's Who. Below each company description, you'll find the names and titles of the people in this year's edition.

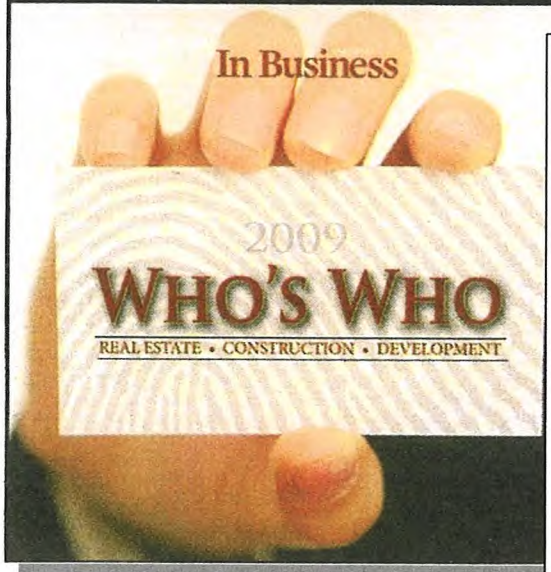
Instead of printing a bound magazine this year, we've elected to place each of the more than 300 bios on our Web site at www.lasvegassun.com/news/business. Log on to the Web site, click the special publications tab and pull down to the Who's Who listings. All of the bios of the top executives are housed there.

Each year, we strive to keep up with the changing faces in Southern Nevada businesses. Companies are constantly promoting employees and expanding their talent pools. It's sort of like trying to keep track of personnel changes on a professional sports team. Please let us know of updates.

We hope you find all of this information helpful in your business endeavors. The names, addresses, phone numbers, e-mail addresses and Web sites of the city's top real estate executives are just a click away. Use that information to learn about and reach out to those key people in Southern Nevada.

Rob Langrell
Editor of Special Publications
rob.langrell@gmgvegas.com
(702) 990-2490

INSIDE: SPECIAL PUBLICATION



Commercial West Brokers

www.commercialwestbrokers.com

Commercial West Brokers specializes in commercial and residential real estate sales and development. The company offers a wide array of real estate services, including: commercial income investments, residential real estate services and commercial and residential general contracting services as well. The firm has worked with groups like Richmond American Homes, Kroger Foods, Compass Lending Corp., Nevada Ready Mix, among others. Prior to starting Commercial West Brokers, owner Julie Barbagallo did marketing and sales for custom home builder Sun West.

Julie Barbagallo, Broker, Owner

JUNE 23, 2009

LAS VEGAS SUN

In Business LAS VEGAS

2009

WHO'S WHO

REAL ESTATE • CONSTRUCTION • DEVELOPMENT

COMMERCIAL WEST BROKERS:

Julie A. Barbagallo

Broker, Owner

Julie A. Barbagallo

Thu, Jun 11, 2009 (6 a.m.)

Julie A. Barbagallo

Broker, Owner

Commercial West Brokers

4275 N. Rancho Drive, Suite 145

Las Vegas, NV 89130

702.289.7007

julie@commercialwestbrokers.com

www.commercialwestbrokers.com

As broker and owner of Commercial West Brokers, Julie A. Barbagallo works directly with the buyers, sellers, investors, Real Estate Investment Trusts and developers of commercial development throughout Nevada, Arizona and California. Barbagallo actively has been practicing and specializes in retail/office sales and leasing, income-investment properties, land acquisitions, shopping center sales and leasing for more than 13 years. She currently has more than $40 million worth of retail/office inventory for sale and more than 500,000 square feet of retail/office inventory. Barbagallo also is working on adding property management to the company's profile. Commercial West Brokers is a proud, accredited business member of the Better Business Bureau. Barbagallo segued into the real estate market in 1995, she practiced dentistry in Scottsdale, Ariz., earning a doctorate in dental sciences through the military. She has been a veteran for more than 20 years. Barbagallo is involved with the World Master Chefs Society, feeding needy families throughout Southern Nevada, and St. Jude's Ranch for Children, and she currently works with a group of real estate brokers to combat and end child abuse throughout the United States. Barbagallo has two sons, Heston, 21, and J.C., 17, and a daughter, Ricki, 12.

Megan Heryet
2312 San Jose Ave.
Las Vegas, NV 89104

RECEIVED
CITY CLERK

2010 SEP 28 P 12: 11

September 27, 2010

City Clerk
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

To Whom It May Concern:

I am writing to express interest in serving on the Senior Citizen Law Project Advisory Board or Senior Citizen Advisory Board. These boards deal with issues very important to me and my education and skills are a perfect match.

Please find enclosed interest form and resume, which describe my experience in the gerontology, aging and senior advocacy fields. I have particular interest and experience in adult guardianship, having spent five years working with private professional guardians, the Clark County public guardian and elder law attorneys. I also spent 2 ½ years researching Nevada adult guardianship law as part of my senior project at UNLV.

Thank you very much for your consideration.

Sincerely,

Megan Heryet

Enclosure

RECEIVED
CITY CLERK

2010 SEP 28 P 12:11

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Megan Heryet

Home Street Address: 2312 San Jose Ave.

City: Las Vegas **ZIP Code:** 89104

Work Street Address: 6655 W Sahara Ave #B200

City: Las Vegas **ZIP Code:** 89146

Employer: Self / The Ambder Agency **Occupation:** REALTOR

Home Phone Number: _____ **Work Phone Number:** 702.616.9180

Other Phone Number: 702.280.6002 **Email Address:** megan.heryete gmail.com

Please list the boards, commissions, or committees that you are interested in serving on:

Senior Citizen Law Project Advisory Board, Senior Citizens Advisory Board

For office use only

CLV Y ✓ N ___

Ward 3

Date 9/28/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

n/a

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

please see attached

Please list any of your relatives or friends that work for the entity in which you would be serving:

none

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Bachelor's degree with an emphasis in gerontology

Academic Certificate in Gerontology

Broad interdisciplinary educational background including psychology, sociology, healthcare administration and social work as it applies to seniors

Senior project involved 2 ½ years researching and analyzing adult guardianship law in Nevada

Practicum with the Clark County Public Guardian's office, including administrative tasks and direct contact with seniors

Hospice volunteer since 2007

Five years experience working with private professional guardians, elder law attorneys and guardianship court in the real estate field

Five years experience as an assistant to a personal property appraiser working with private professional guardians, trust officers and elder law attorneys

Passion for senior and aging issues affecting Nevadans

MEGAN HERYET

2312 San Jose Ave. Las Vegas, NV 89104

megan.heryet@gmail.com ◆ 702-280-6002

PROFILE

- Self-motivated and accept challenges readily
- Exceptional organizational, analytical, writing, interpersonal skills
- Innovative, creative, and resourceful
- Practical abilities in working in diverse environments

EDUCATION

University of Nevada Las Vegas — **Las Vegas, NV**
B.A. in Interdisciplinary Studies — *Spring 2006 –Fall 2009*
Academic Certificate in Gerontology

- Areas of concentration: Gerontology and Spanish language
- Coursework: Psychology, sociology, healthcare administration and social work as it applies to aging populations

Clark County Public Guardian's Office — **Las Vegas, NV**
Estate Case Manager Practicum — *Jan 2009 –Mar 2009*

- Conducted interviews with referrals submitted by external agencies and current wards to assess needs of vulnerable adults
- Maintained concise, accurate records of visits and interviews
- Initiated applications for federal and state assistance of eligible wards
- Followed up on interviews and interventions and communicated findings to case management staff

WORK EXPERIENCE

The Anhder Agency — **Las Vegas, NV**
Licensed Real Estate Agent — *Apr 2006 – present*
REALTOR

- Established and maintained professional client base, primarily private professional guardians
- Communicated between property owners/guardians and family members, lawyers and other real estate professionals
- Coordinated inspections, appraisals, court dates and closings for clients and their families
- Maintained accurate and detailed records including online listings

Star Nursery — **N. Las Vegas, NV**
Landscape Design and Sales — *Apr 2006 – Jan 2007*

- Managed landscaping design and projects with values ranging from $500 to $10,000
- Performed needs analysis and advised clients and designed landscapes to client specifications and needs
- Liaison between client, contractor, and landscaping teams

Pacific Coast Home and Garden — **San Luis Obispo, CA**
Receiving Manager, Floor Supervisor — *Oct 2000 – July 2005*

- Lead a team of 15 employees and managed closing operations at the largest garden center on the Central Coast
- Managed all aspects of receiving department
- Scheduled receipt of merchandise, checking-in and delivery to floor
- Maintained accurate records ensuring accurate billing and inventory
- Coordinated special orders between sales floor, wholesaler and customer

VOLUNTEER

Family Home Hospice — **Las Vegas, NV**
Volunteer — *Aug 2007 – Aug 2008*, *Aug 2010-present*

- Provide respite, companionship and emotional support to hospice patients and their families
- Perform routine tasks and errands for home bound seniors
- Assisted planning and presenting of annual memorial

Odyssey Hospice — **Las Vegas, NV**
Volunteer — *Aug 2008 – June 2009*

- Provide respite, companionship and emotional support to hospice patients and their families

SKILLS

Computer: Proficient in Microsoft Word, Excel, PowerPoint and typing 40-50 WPM.

RECEIVED
CITY CLERK
2010 SEP 29 A 8:07

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Valencia Burch

Home Street Address: 8225 Cantura Peak St.

City: Las Vegas **ZIP Code:** 89143

Work Street Address: 700 Belrose St.

City: Las Vegas **ZIP Code:** 89107

Employer: LV Urban League **Occupation:** Child Care Subsidy Supervisi

Home Phone Number: 631 8646 **Work Phone Number:** 486 1546

Other Phone Number: (Cell) 8584398 **Email Address:** valenciaburch@yahoo.com

Please list the boards, commissions, or committees that you are interested in serving on:

Citizens Advisory Committee

Senior Citizens Law Project

For office use only

CLV Y ✓ N ___

Ward 6

Date 9/29/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

(Guest Speaker Committee)
Guest Speaker Chair - Kappa Lambda Honor Society

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Demonstrated commitment to community service, support for committee mission and values, personal integrity, executive expertise, knowledgable about community needs, proficient leadership and communication skills and able to strategically "think outside the box".

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

September 27, 2010

Las Vegas Redevelopment Agency
400 Stewart Ave., First Floor
Las Vegas, NV 89101

Dear City of Las Vegas Redevelopment Agency,

I am contacting you regarding the volunteer position for the Citizens Advisory Committee with the Redevelopment Agency. As a citizen of the fabulous City of Las Vegas and my interest in public administration, I have become familiar with many of the goals and standards of the Redevelopment Agency, which I seek to amplify in my work as a volunteer.

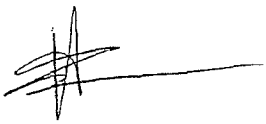
I am currently completing my Bachelors in Legal Studies at Kaplan University. Additionally, I plan on beginning the Masters program in Public Administration as part of a simultaneous degree opportunity in order to be well-rounded both academically and in order to reflect my interests.

I have maintained full-time academic status while working full-time since the commencement of my undergraduate studies. I have learned to balance my work as a supervisor for the Las Vegas Urban League Child Care subsidy program, my academic studies, and my interest for advocacy in a way that allows me to excel and manage my commitments. I feel my diverse background with real estate, the study of law, as an entrepreneur, and my community interests make me a viable candidate for this volunteer appointment.

During my personal and professional education and endeavors, I have developed a proficient knowledge of writing, speaking, and analysis which I believe could greatly contribute to the Citizens Advisory Committee. Yet, I am interested in learning more about redevelopment and bringing ideas, projects and programs to the Agency as part of a team.

Thank you for your time and consideration. My resume is attached and provides additional information about my experiences and skills. Please feel free to contact me with any inquiries to discuss my qualifications in greater detail or to schedule an interview.

Regards,



Valencia Burch

Valencia Burch
8225 Cantura Peak St
Las Vegas, NV 89143
Phone: 702-858-4398
Email: valenciaburch@yahoo.com

Objective: To obtain a position where demonstrated business development, communication, and organization are utilized to promote excellent customer service and where enthusiasm, efficiency, and judgment are important to get the job done.

Professional Skills

Business Development -Leadership -Problem Solving

- Skilled at developing new business relationships
- Demonstrated ability to gain customer trust and provide exceptional follow-up, leading to increased client acquisition, retention and conversion
- Expertise in development and execution of projects, presentations and workshops
- Proficient in simultaneous project coordination and management
- Strong attention for detail with the ability to multi-task
- Assertive with traditional prospecting, sales and renewal calls and meetings
- Directed daily activities, structured transactions and contract negotiations
- Formulated and executed marketing strategies to meet or exceed sales targets
- Handled confidential information, files and other materials
- Utilized good judgment and effective communication in dealing with client problems
- Telecommute disciplined, the ability to manage multiple high priority assignments and developing solutions to challenging business problems.
- Broad based experience covering a full spectrum of administrative duties including staff management, customer care, account/case management, and document preparation.

Professional Work History

- **Supervisor,** Las Vegas Urban League, Las Vegas, Nevada Jan 2010- Present
- **Author/ Speaker/Founder**, L.I.F.E. University for Women June 2009- Present
- **Office Manager**, H&R Block, Atlanta, Georgia Oct.2008-April 2009
- **Real Estate Salesperson**, Solid Source Realty Inc., Roswell, GA June 2005-Dec. 2007
- **President/Entrepreneur**, PKInc., Lawrenceville, GA Aug. 2004 – May 2009
- **Business Consultant**, Diverge Corp. Solutions, Atlanta, GA Aug.2004 – March 2008
- **Owner**, Studio 702 Hair & Nail Gallery, Las Vegas, NV April 1997 –Nov 2003

Valencia Burch
8225 Cantura Peak St
Las Vegas, NV 89143
Phone: 702-858-4398
Email: valenciaburch@yahoo.com

Education and Recognition

Paralegal Certificate, Merit College, Van Nuys, CA (1992)
BS, Legal Studies, Kaplan University, (2012)
Legal Aid Center of Southern Nevada – (Volunteer Educational Surrogate) (2009)
Certified Educator in Personal Finance (2010)
Alpha Beta Kappa National Honor Society (2010)
Kappa Lambda Honor Society (2009)
President and Deans Lists Honors
State of Nevada Notary Public

References upon request

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2010-42 – Amends the Town Center Development Standards Manual to correct the Permitted Use Matrix regarding minor auto repair garages. Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual regarding minor auto repair garages. It was intended that the use be a conditional use in the GC-TC District and subject to a special use permit in the SC-TC District. However, the treatment of the use in those two districts was inadvertently reversed when the Standards Manual was updated a few years ago. This bill will correct the error.

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. 2010-42

BILL NO. 2010-42

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO CORRECT THE PERMITTED USE MATRIX REGARDING MINOR AUTO REPAIR GARAGES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Amends the Town Center Development Standards Manual to correct the Permitted Use Matrix regarding minor auto repair garages.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.06.110(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Section 2 of this Ordinance. Deletions are shown by bracketing and additions by underlining.

SECTION 2: Table 1 (the Permitted Uses Matrix), as found at the end of Section B.2 of the Manual, is amended by amending the entry for the use "Auto Repair Garage (Minor)" to read as follows:

USES	GC	SC	UC	SX	MS	EC	L	ML	MLA	M	PF
Auto Repair Garage (Minor)	[S] C	[C] S									

SECTION 3: The Planning and Development Department is authorized and directed to incorporate into the Town Center Development Standards Manual the amendments made by this Ordinance.

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:

Valstead 9-22-10
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

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City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2010-43 – Amends the Downtown Centennial Plan to correct certain maps and revise the requirements for tree grates. (TXT-37903) 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 amend the Downtown Centennial Plan to correct maps regarding 1) the boundaries of the 18b Las Vegas Arts District, and 2) the alignment of a multi-use trail. The bill will also revise the requirements for tree grates within the Plan area, allowing the use of crushed granite in tree wells as an alternative.

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. 2010-43

BILL NO. 2010-43

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO CORRECT CERTAIN MAPS, REVISE THE REQUIREMENTS FOR TREE GRATES, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the Downtown Centennial Plan to correct certain maps and revise the requirements for tree grates.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, is hereby amended as set forth in Sections 2 to 14, inclusive, of this Ordinance, with text deletions being shown by brackets and text additions by underlining.

SECTION 2: Section II(D) is amended by replacing Map 6 appearing therein with the Map 6 that is attached to this Ordinance.

SECTION 3: Section VII(C) is amended by replacing Map 12 appearing therein with the Map 12 that is attached to this Ordinance.

SECTION 4: Section VII(D) is amended by replacing Map 13 appearing therein with the Map 13 that is attached to this Ordinance.

SECTION 5: Section VII(A)(4)(a) is amended by replacing Graphic 13 appearing therein with the Graphic 13 that is attached to this Ordinance.

SECTION 6: Section VII(A)(4)(a) is amended by replacing Graphic 14 appearing therein with the Graphic 14 that is attached to this Ordinance.

SECTION 7: Section VII(A)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

> All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates <u>or wells filled with crushed granite, all</u> in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 8: Section VII(B)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 9: Section VII(C)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 10: Section VII(D)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 11: Section VII(F)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 12: Section VII(G)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 13: Section VII(H)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 14: Section VII(I)(4)(a) is amended by amending the fifth sentence thereof to read as follows:

All new developments shall provide and install light fixtures, benches, trash receptacles and tree grates or wells filled with crushed granite, all in accordance with the Las Vegas Downtown Centennial Plan area models and specifications.

SECTION 15: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance, including an appropriate entry in the Table of Contents to show that Graphic 14 has been revised.

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.

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SECTION 17: 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 9-21-10
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": _____

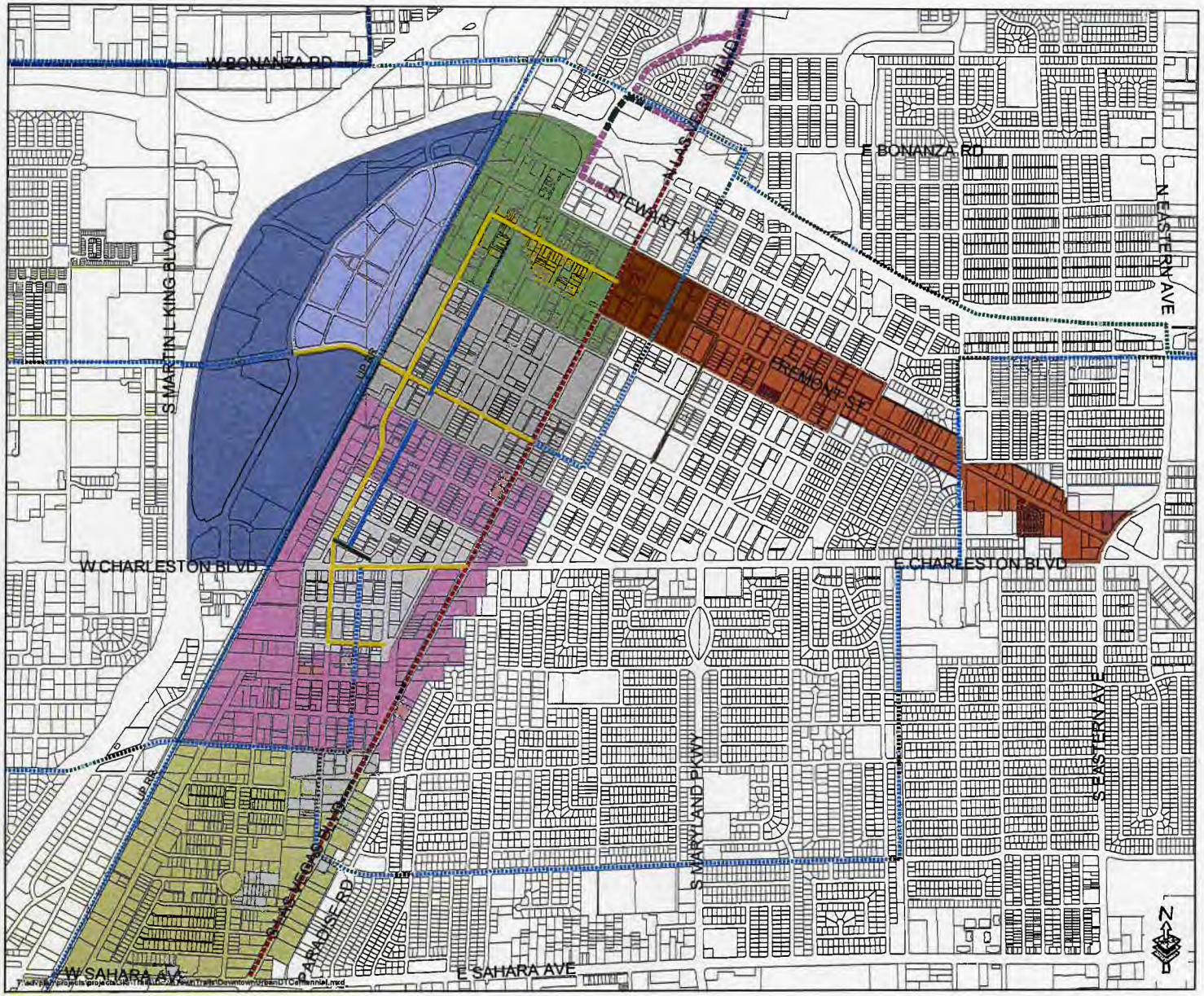
ABSENT: _____

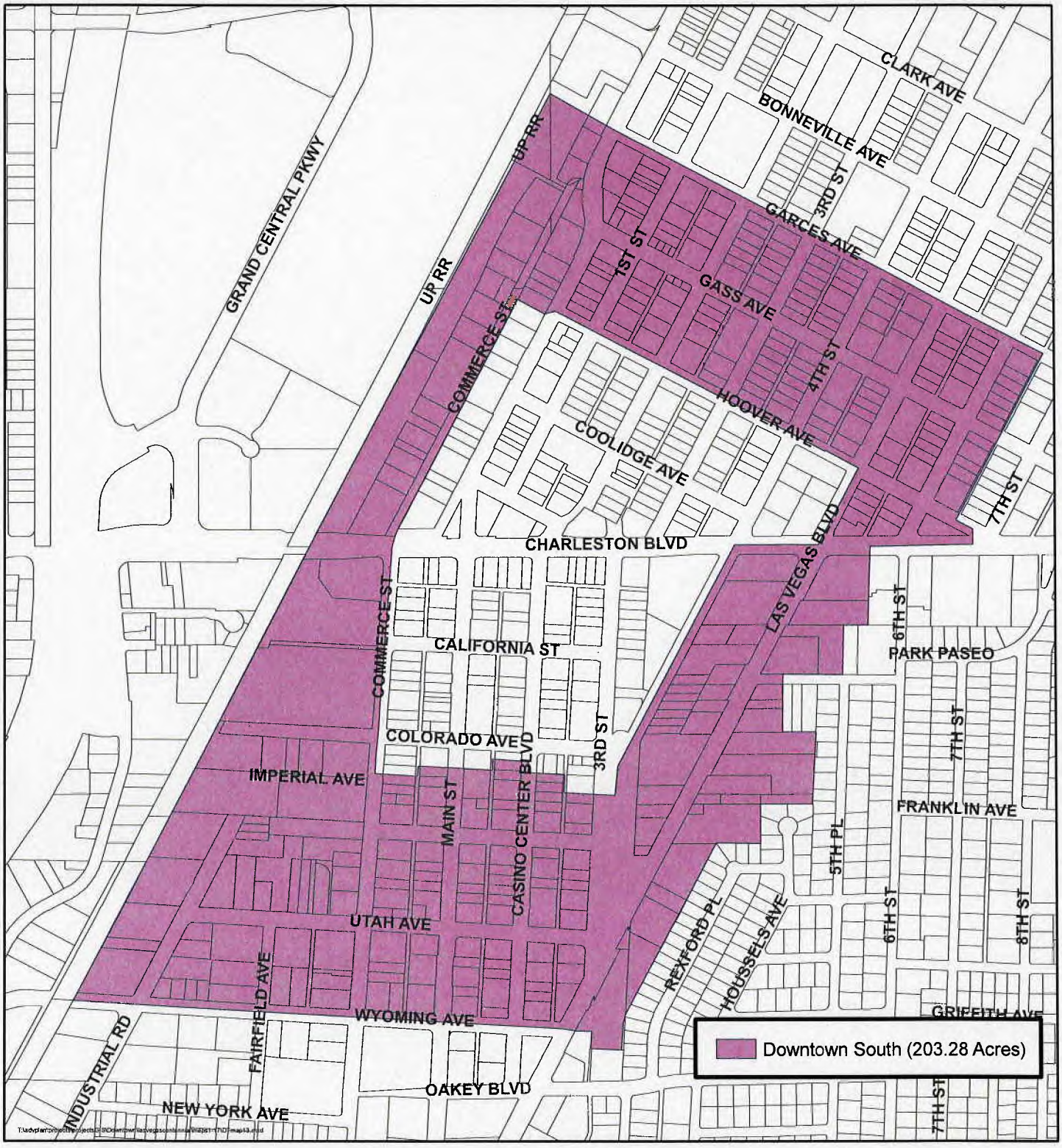
APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

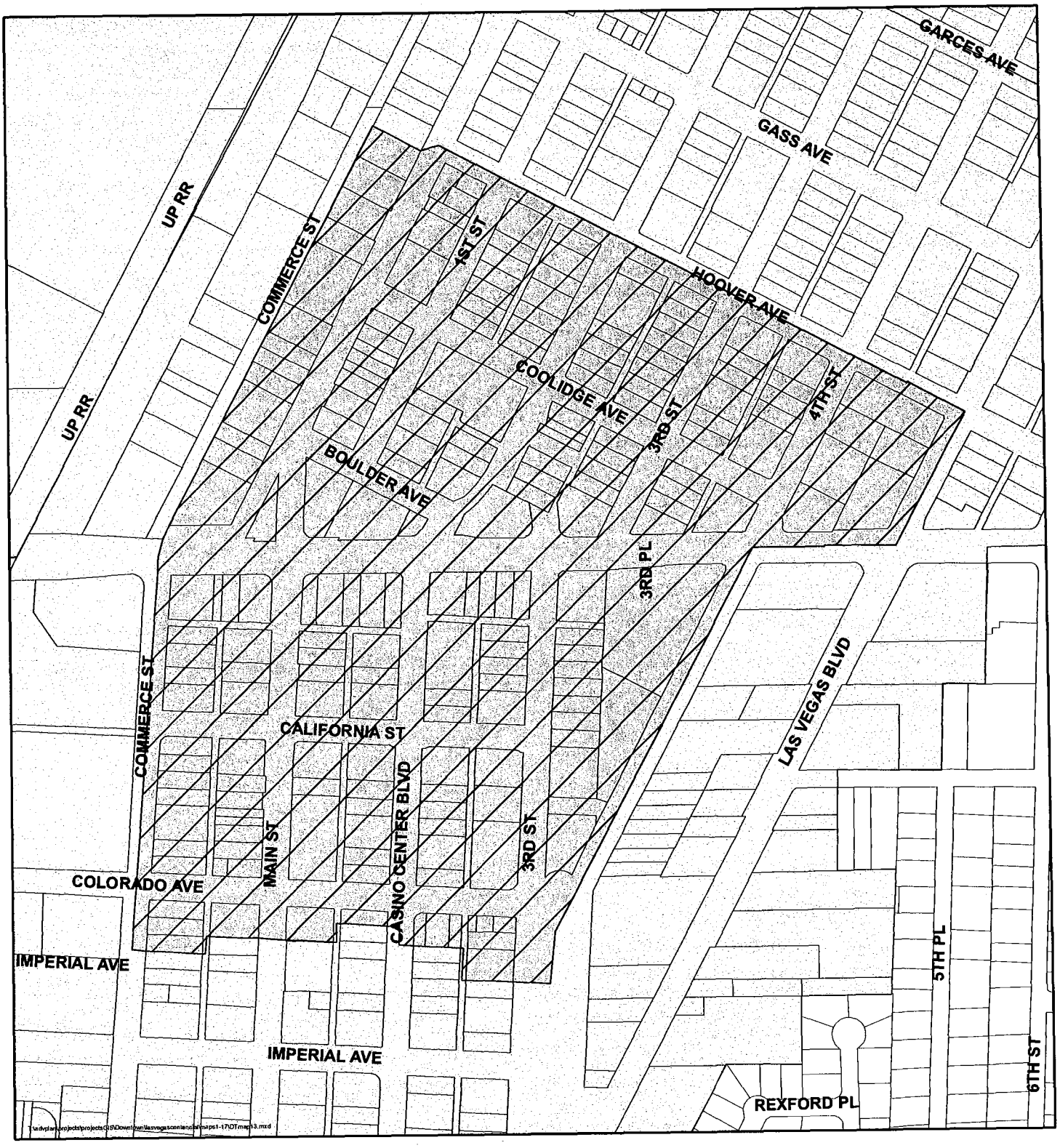
ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk


W BONANZA RD
E BONANZA RD
S MARTIN L KING BLVD
STEWART AVE
LAS VEGAS BLVD
N EASTERN AVE
FREMONT ST
W CHARLESTON BLVD
E CHARLESTON BLVD
S MARYLAND PKWY
S EASTERN AVE
ARVILLE ST
ARVILLE ST
ARVILLE ST



MAP 12: DOWNTOWN SOUTH DISTRICT

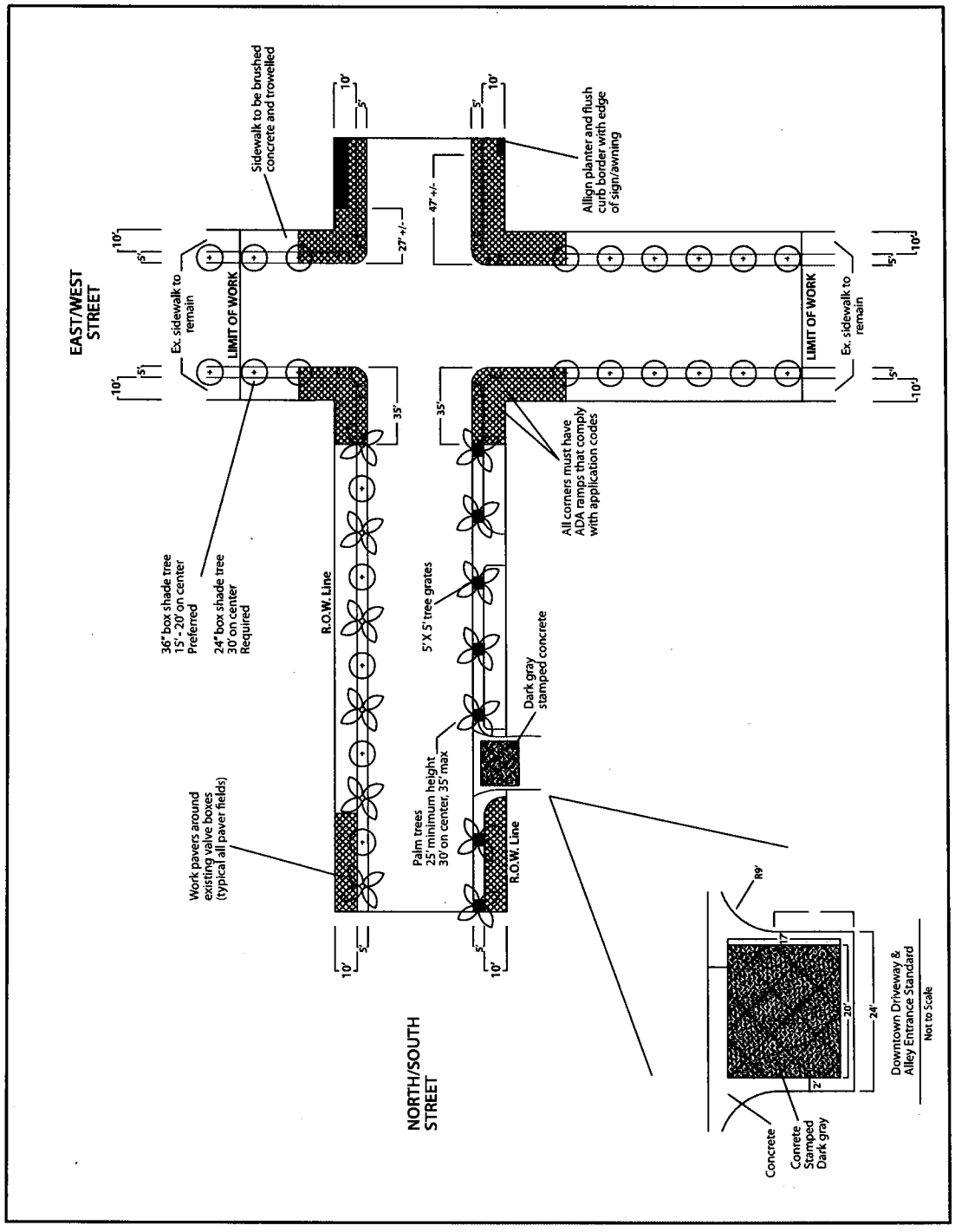


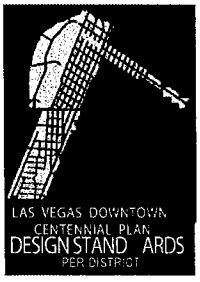
MAP 13: 18b THE LAS VEGAS ARTS DISTRICT

18b Las Vegas Arts District (82.14 Acres)

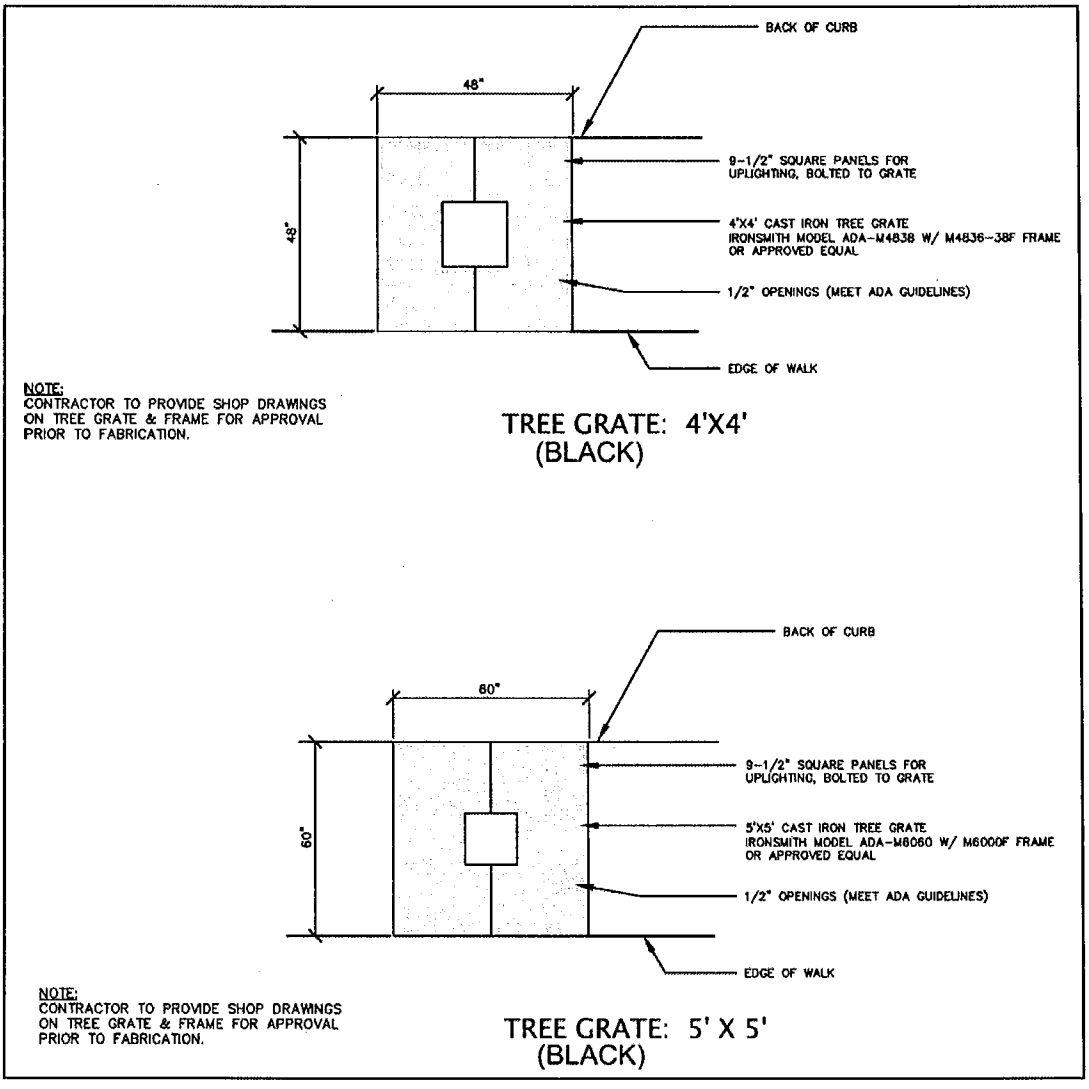
Downtown Districts

GRAPHIC 13: STREET HARDSCAPE TREATMENTS





GRAPHIC 14: STREET HARDSCAPE TREATMENTS (OPTIONAL TREE GRATE DETAIL)



* When required tree(s) that are larger than above openings, a similar designed tree grate may be used.

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2010-44 – Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations. (TXT-38337) 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 amend the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and make a corresponding change to the zoning regulations. The changes are intended to provide more flexibility for ancillary bar uses.

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. 2010-44
2. Business Impact Statement

BILL NO. 2010-44

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE LICENSING REGULATIONS TO REPLACE THE HOTEL LOUNGE BAR LICENSE WITH THE ANCILLARY LOUNGE BAR LICENSE, MAKE A CORRESPONDING CHANGE TO THE ZONING REGULATIONS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

"Ancillary lounge bar" means a bar located in a lounge area of a hotel or mixed-use building where alcoholic beverages are sold for consumption in specified areas only.

"Art gallery or art studio" means a business establishment where the general public is invited to view artistic exhibitions, presentations and performances.

"Banquet or event establishment" means any establishment which is rented by individuals or groups to accommodate private or public events. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, provided that not more than thirty percent of its physical retail inventory on the establishment premises is devoted to alcoholic beverages;

(2) Contains not less than one thousand two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas; and

(3) Displays alcoholic beverages for sale no closer than ten feet from any public entrance to the establishment.

"Convention facility" means a structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For purposes of this Chapter, the term includes a stadium facility that is operated in conjunction with a convention facility, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate

obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Downtown entertainment overlay district" means that area of the City bounded by Ogden Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street on the east.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or other services offered by a nonprofit corporation, association or organization.

"Event" means private or public activity, including, but not limited to, weddings, birthdays, ceremonials, commemorations, anniversaries, family reunions, fund raisers, political campaign gatherings, and religious or other types of observances.

"Gift basket" means a receptacle or container that may be filled with food items or novelty items, and alcoholic beverages in sealed or corked containers in quantities not greater than 25.4 ounces (approximately 1.79 pints), measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters measured in the metric system of weights and measures.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square

feet of floor space for the display and sale of groceries and alcoholic beverages, exclusive of warehouse and office space. The term does not include an establishment in which more than thirty percent of the physical retail inventory on the establishment premises consists of alcoholic beverages.

[“Hotel lounge bar” means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.]

“Key employee” means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

“Liquor store” means a specialty retail store which does not allow entry to minors and which deals exclusively in alcoholic beverages and related items including magazines, newspapers and packaged snack foods.

“Malt beverage” means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

“Meal” means an assortment of food listed on a menu which must include entrees, appetizers, side items and desserts available for purchase at various hours of the day.

“Mega store” means a business which has in excess of twenty-five thousand square feet of floor space devoted for the sale of a multiple line of products, including, but not limited to groceries, electronics, pharmaceuticals, home decorating and improvement supplies, office supplies, clothing and similar items.

“Nonprofit club” means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization;

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases; and

(5) Maintains a sign-in log that each member and the member's guests must sign

upon entering the club house, clubroom or meeting room operated by the club.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred fifty thousand square feet of floor space that is designed and intended primarily to conduct one or more permanent trade shows annually, at which members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty merchandise store" means a retail store located within a commercial center that:

(1) Has at least eighteen thousand square feet of gross floor area;

(2) Has at least eleven thousand five hundred square feet of floor space dedicated to the sale and display of furniture, glassware, kitchenware and other household goods;

(3) Has at least three thousand six hundred square feet of floor space dedicated to the sale and display of gourmet foods and nonalcoholic beverages; and

(4) Maintains an inventory of beer, wine and coolers with a wholesale value of at least twenty-five thousand dollars.

"Supper club" means a restaurant and bar operation with alcoholic beverage sales wherein the bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar area by minors and the restaurant operation is the principal portion of the business.

"Wedding chapel" means a business establishment that is licensed to perform marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 2: Title 6, Chapter 50, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.120: [A hotel] An ancillary lounge bar license authorizes the sale of alcoholic beverages for consumption on the premises of [the] a hotel or mixed-use building subject to the following conditions:

(A) The hotel or mixed-use building has a minimum of one hundred fifty rooms[,] or residential units, unless the City Council determines the public safety, health and welfare will not be compromised by a lesser number of rooms[;] or units;

(B) Alcoholic beverages are served and consumed only at tables and booths located within the [hotel] lounge bar area, within a hotel pool area, or within hotel rooms as an incident to room service;

[(C) Persons are not permitted to purchase or obtain alcoholic beverages directly

from the hotel lounge bar;

(D) No other business, trade, profession or entertainment that requires a license under this Title is conducted or performed in the hotel lounge bar area; and]

(C) No gaming-related use may be allowed in the ancillary lounge bar area; and

[(E)] (D) The maximum available customer seating in the [hotel] lounge bar area does not exceed [seventy-five] fifty seats.

SECTION 3: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.360: Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule, subject to the annual adjustment described in Subsection (B) of this Section:

License Category	Semiannual License Fee (Dollars)
Ancillary lounge bar	1,200
Banquet or event establishment	500
Beer/wine/cooler art event on-sale	300
Beer/wine/cooler on-sale	300
Beer/wine/cooler off-sale	300
Beer/wine/cooler on-off sale	600
Brew/pub/tavern	1,200
Convention facility	1,200
General on-sale	1,200
General on-sale (beer and wine)	500
Gift basket limited	300
Gift shop limited	500
Grocery store or mega store internet sale	500
[Hotel lounge bar]	[1,200]
Instructional wine making facility	600
Keg beer	200
Alcoholic beverage caterer	500
Nonprofit club general on-sale	200
Nonprofit club restaurant service bar	100
Package	750
Permanent trade show facility	2,400

License Category	Semiannual License Fee (Dollars)
Restaurant service bar	600
Supper club	800
Plus: fee for each additional bar	750
Tavern (one bar)	1,200
Plus: fee for each additional bar	900
Tavern-limited	800
Plus: fee for each additional bar	500
Urban lounge	1,000
Plus: fee for each additional bar	750
Wholesale general	1,000
Wine, beer, cordial, liqueur tasting	600

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 4: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	Origination Charge (Dollars)
Ancillary lounge bar	40,000
Banquet or event establishment	20,000
Beer/wine/cooler art event on-sale	1,000
Beer/wine/cooler on-sale	2,500
Beer/wine/cooler off-sale	2,500
Beer/wine/cooler on-off sale	5,000
Brew/pub/tavern	75,000
Convention facility	75,000
General on-sale	75,000
General on-sale (beer and wine)	20,000
Gift basket limited	1,000
Gift shop limited	4,000
Grocery store or mega store internet sale	2,500

License Category	Origination Charge (Dollars)
[Hotel lounge bar]	[40,000]
Instructional wine making facility	2,500
Keg beer	4,000
Alcoholic beverage caterer	4,000
Nonprofit club general on-sale	2,000
Nonprofit club restaurant service bar	1,000
Package	40,000
Permanent trade show facility	60,000
Restaurant service bar	30,000
Supper club	40,000
Tavern	75,000
Tavern-limited	20,000
Urban lounge	50,000
Wholesale general	10,000
Wine, beer, cordial, liqueur tasting	2,000

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

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 deleting the entry for the use Hotel Lounge Bar, as found in the "Retail and Personal Services" element of Table 2.

SECTION 6: 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 of Table 2 an entry for the use "Ancillary Lounge

Bar," reading as follows:

USE: Ancillary Lounge Bar																				
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
																S	S	S	S	S

Description:
"Ancillary Lounge Bar" means a bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of one hundred-fifty rooms or residential units, unless the City Council determines that public health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. This use does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title.

Minimum Special Use Permit Requirements:

1. No ancillary lounge bar business use shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children or City park.
2. Except as otherwise provided in Requirement 3 below, the minimum distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed ancillary lounge bar which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed ancillary lounge bar. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
   a. Any leasehold parcel; or
   b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
3. In the case of a proposed ancillary lounge bar located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line from the nearest property line of the existing use to the nearest portion of the structure in which the ancillary lounge bar will be located, without regard to intervening obstacles.
4. When considering a Special Use Permit application for an ancillary lounge bar which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
5. The minimum distance requirement in Requirement 1 does not apply to an establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.
6. Where associated with a hotel use, alcoholic beverages shall be served and consumed only within the lounge bar area, within a pool area, or within hotel rooms as incident to room service. Where associated with a mixed-use building, alcoholic beverages shall be served and consumed only within the lounge bar area.
7. The maximum available customer seating in the lounge bar area shall not exceed 50 seats.

*8. No gaming-related use may be allowed in the ancillary lounge bar area.

*9. All businesses which sell alcoholic beverages shall 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 7: 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 definition of "Hotel Lounge Bar."

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 adding thereto the following term, along with its corresponding definition:

"Ancillary Lounge Bar" means a bar located in a lounge area of a hotel or approved mixed-use building which has a minimum of one hundred-fifty rooms or residential units, unless the City Council determines that public health, safety and welfare are not compromised by a lesser number of rooms or units, where the lounge bar makes available alcoholic beverages for consumption in specified areas only. The term does not include a bar that is ancillary to a "Non-restricted Gaming Establishment," as defined in this Title.

SECTION 9: 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 10: 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 11: 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 9-21-10
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. 2010-44
(Amends the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and makes a corresponding change to the zoning regulations)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-44, that would amend the licensing regulations to replace the hotel lounge bar license with the ancillary lounge bar license, and make a corresponding change to the zoning regulations.

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:

Broader licensing category made available

Direct effects:

Broader licensing category made available

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: September 22, 2010

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2010-45 – Repeals provisions of the Municipal Code relating to citizen complaints about City employees. 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 repeal Chapter 2.56 of the Municipal Code relating to citizen complaints about City employees. The chapter is outdated and no longer necessary.

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. 2010-45
2. Business Impact Statement

BILL NO. 2010-45

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL IN ITS ENTIRETY CHAPTER 2.56 OF THE MUNICIPAL CODE RELATING TO CITIZEN COMPLAINTS ABOUT CITY EMPLOYEES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Repeals provisions of the Municipal Code relating to citizen complaints about City employees.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 56, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

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.

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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:

Val Steed 9-21-10
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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BUSINESS IMPACT STATEMENT
BILL NO. 2010-45
(Repeals provisions of the Municipal Code relating to citizen complaints about City employees)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-45, that would repeal provisions of the Municipal Code relating to citizen complaints about City employees.

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:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

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: September 22, 2010

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 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.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing on proposed local improvement district for Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) - Ward 1 (Tarkanian) and Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the construction and installation of sidewalk at Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard). The cost of the SID is estimated to be $31,294.78.

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
Public hearing notice

NOTICE OF HEARING ON PROPOSED PROJECT AND ASSESSMENTS WITHIN THE PROPOSED CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1519 SIDEWALK INFILL - OAKEY BOULEVARD (WEST OF RANCHO DRIVE) AND 11TH STREET (NORTH OF CHARLESTON BOULEVARD)

NOTICE IS HEREBY GIVEN to the property owners within the proposed City of Las Vegas, Nevada, Special Improvement District No. 1519 Sidewalk Infill – Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) (hereinafter the "District") and to all interested persons that:

The City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and the State of Nevada, has provisionally ordered the acquisition of a Street Project (collectively, the "Project") as more particularly described as follows:

Oakey Boulevard (NORTH SIDE) - from the centerline of Rancho Road west along Oakey Boulevard approximately 370-feet (80-foot right-of-way).

11th Street (EAST SIDE) - from the centerline of Bonneville Avenue south approximately 220-feet (80-foot right-of-way).

Except as shown on the preliminary plans and specifications now on file in the office of the City Clerk and in the office of the Special Improvement District in Las Vegas, Nevada, the character of such Project shall be described more particularly as follows: The improvements on Oakey Boulevard will consist of sidewalk and a handicap ramp. The improvements on 11th Street will consist of sidewalk THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The preliminary estimated total cost of the Project and the amount to be assessed is as follows:

Estimated Amount of Special Assessments	Amount Available from Other Sources	Total Cost
$ 31,294.78	$ 0.00	$ 31,294.78

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The portion of the costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or preliminary assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The assessments will be levied on a front foot basis, provided that those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the street or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a full width street pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed per foot of lateral installed on a per service or unit lot basis.

The boundaries of the District shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements.

All persons interested are hereby advised that the preliminary plans and specifications (showing a typical section of the contemplated improvements) and the assessment plat, including a tabulation of parcels or preliminary assessment roll, a preliminary estimate of the total cost, a description of the lots, tracts and parcels of land to be assessed, the portion of the cost to be assessed thereagainst, and the amount of maximum benefits (including the corresponding market value increases) estimated to be conferred on each piece or parcel of property, the Engineer's report as to the method of determining

benefits, and all proceedings in the premises are on file in the office of the Special Improvement District, Department of Public Works, and at the office of the City Clerk, 400 Stewart Avenue, Las Vegas, Nevada. All of the foregoing can be seen and examined by any property owner or other interested persons during regular business hours, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

On Wednesday, October 20, 2010 at 1:00 p.m., in the City Council Chambers at 400 Stewart Avenue, in Las Vegas, Nevada, the City Council will consider the ordering of the proposed Project, and will hear all complaints, protests and objections that may be made in writing and filed as hereafter provided, or made verbally at the hearing, concerning the same, by the owner of any tract to be assessed or any interested person. The owners of the property to be assessed, or any other person interested therein, may appear before the City Council and be heard as to the propriety and advisability of acquiring and improving such Project, as to the estimated cost thereof, as to the manner of payment therefor, as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District.

The City Council requests that any property owner or interested person wishing to protest or object, do so in writing at the office of the City Clerk at least three (3) days before the time set for such hearing, i.e., on or before Friday, October 15, 2010. On the date and at the time and place fixed for such hearing, any and all property owners interested in the Project may, by written complaint, protest or objection, present their views to the City Council, or present them orally, and the City Council may adjourn the hearing from time to time to discuss and consider said issues before it. Any person filing a written protest or objection as hereinabove provided, shall have the right within thirty (30) days after the City Council has finally passed on such protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination, but thereafter, all actions or suits attacking the validity of the proceedings and the amount of benefits shall be perpetually barred. A PROPERTY OWNER'S **ONLY** CHANCE TO PRESENT EVIDENCE TO DEMONSTRATE THAT HIS OR HER ESTIMATED ASSESSMENTS ARE EXCESSIVE WILL BE AT THE PUBLIC HEARING AND A PROPERTY OWNER WILL NOT BE ABLE TO PRESENT ANY ADDITIONAL EVIDENCE UPON SUBSEQUENT APPEAL TO DISTRICT COURT.

A person should object to the formation of the District, using the procedure outlined in this notice, if his support for the District is based upon a statement or representation concerning the Project that is not contained in the language of this notice.

If a person objects to the amount of maximum benefits estimated to be assessed or to the legality of the proposed assessments in any respect:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.315.

The City Council has determined and does hereby determine that the exception provided by NRS 271.306(2)(b) does exist in that not more than 2,640 feet remain unimproved in any street between improvements already made to the same street or between intersecting streets, (which exception is that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

After such hearing, the City Council shall determine the advisability of undertaking each part of the Project, and, if it determines to proceed, shall determine the kind and character of such improvements to be made, and shall authorize the advertising for bids for performing such work and furnishing all necessary materials with the lowest and best bidder or bidders. The City Council may determine not to proceed with all or any part of the Project regardless of the protests or objections.

After the determination of the actual cost of the Project, assessments shall be levied in accordance with the laws of the State of Nevada. In no event shall the assessments exceed the estimated maximum special benefits to the property assessed or the reasonable market value of the property being assessed (as determined by the City Council). The City Council shall provide that the assessments may be payable without interest and without demand during a specified cash payment period and the City Council shall provide that the assessments may be paid at the election of the owner in twenty (20) substantially equal semi-annual installments of principal and interest. The City Council shall also provide the time and terms of payment of such assessments and shall fix penalties to be collected upon delinquent payments (at a rate not exceeding two percent (2%) per month or such lower rate, may

be zero percent, for such period as determined by the City Treasurer). The City Director of Finance and Business Services shall also provide the rate of interest on unpaid installments of assessments, which will not exceed the maximum rate of interest permitted under the statutes of the State. If assessment bonds are issued, such rate will not exceed by more than 1% of 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 3% the "Index of Twenty Bonds", which shall have been most recently published before the time bids for the 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%.

Pursuant to NRS 271.357 and NRS 271.360, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a Hardship Determination. 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 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. A person desiring to apply for a Hardship Determination shall file an application no later than October 15, 2010, with the Clark County Department of Social Services, 1600 Pinto Lane, Las Vegas, Nevada 89106, (702) 455-8687.

By order of the City Council of the City, Nevada, and dated this September 15, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

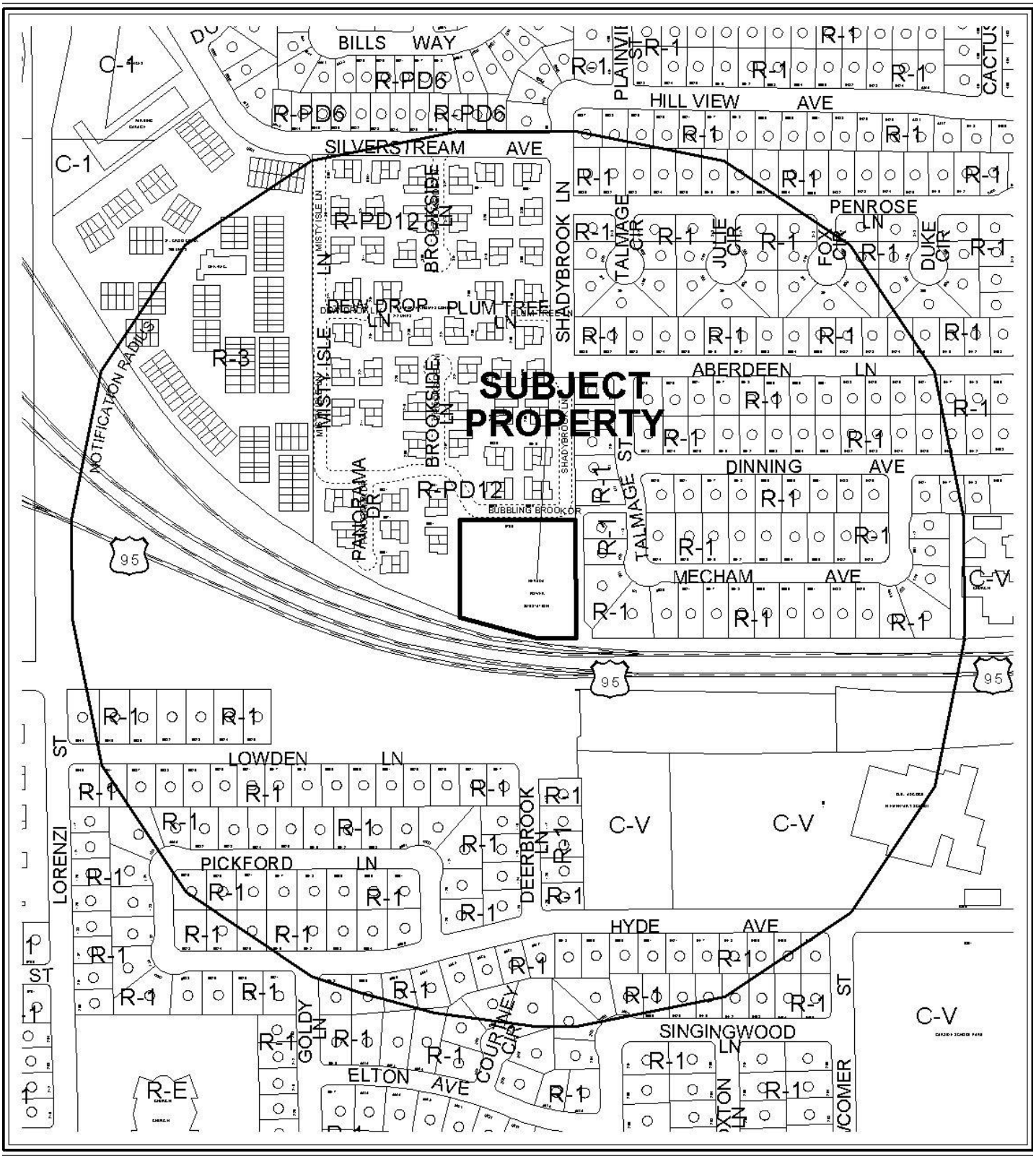
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38968 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-V (CIVIC) on 1.95 acres at the southwest corner of Bubbling Brook Drive and Shadybrook Lane (APN 138-26-402-001), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 23, 2010 Planning Commission Meeting Item ZON-38968



0 300 600 Feet

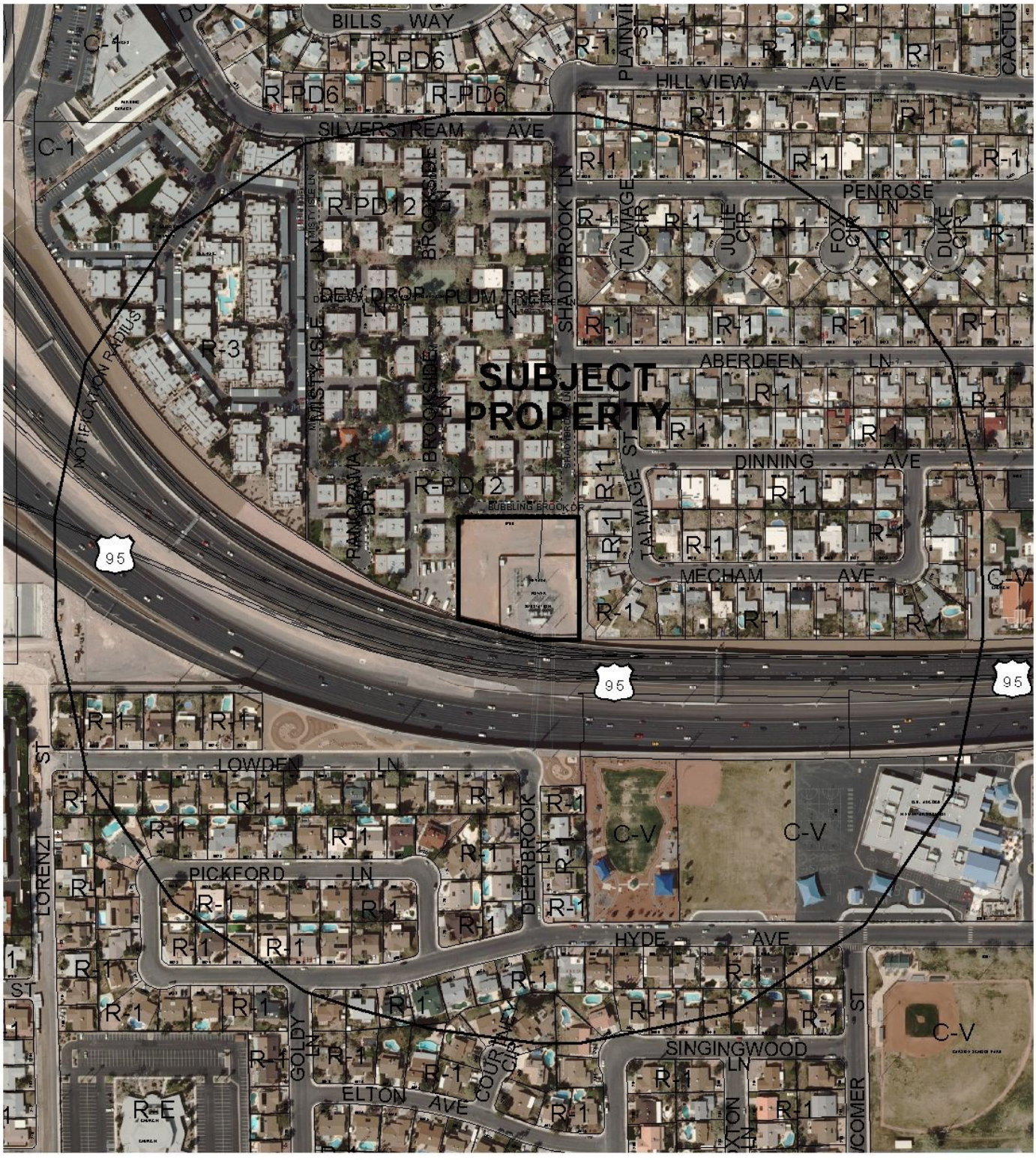
CASE: **ZON-38968**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 300 600 Feet

CASE: **ZON-38968**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38968	Staff recommends APPROVAL.	N/A

JG

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an Electric Utility Substation on approximately 1.95 acres, located at the southwest corner Bubbling Brook Drive and Shadybrook Lane. The applicant is requesting a Rezoning from R-4 (High Density Residential) to the C-V (Civic) district. Staff recommends approval of this request, as the requested Rezoning is compatible with the adjacent surrounding zoning districts and in conformance with the existing PF (Public Facilities) 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 Electric Utility Substation is a permissible use in the C-V (Civic) zoning district, and is consistent with the existing General Plan designation.
- No changes to the existing site are proposed with this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/16/63	The Board of City Commissioners approved an Annexation (A-0023-62) of property generally located south of Owens Avenue, west of Jones Boulevard, north of Fremont Street and east of Rainbow Boulevard, comprising 560 acres. The subject parcel was included in the annexation.
05/23/63	The Board of Zoning Adjustment approved a Special Use Permit (U-0039-63) at the southwest corner of Bubbling Brook Drive and Shadybrook Lane to allow construction, operation and maintenance of a Substation for an Electrical Utility Service.
09/23/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #6/jg).

Most Recent Change of Ownership	
07/30/63	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no recorded Building Permits or Business Licenses for this location.

Pre-Application Meeting	
07/22/10	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	
08/19/10	Staff conducted a field check and noted a well maintained Electric Utility Substation.

Details of Application Request	
Site Area	
Net Acres	1.95

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Electric Utility Substation	PF (Public Facilities)	R-4 (High Density Residential)
North	Condominiums	MLA (Medium-Low Attached Residential)	R-PD12 (Residential Planned Development-12 Units Per Acre)
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	Condominiums	MLA (Medium-Low Attached Residential)	R-PD12 (Residential Planned Development-12 Units Per Acre)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
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

Functional Classification of Street(s)	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Unnamed alley	N/A	20 feet	N/A

ANALYSIS

The subject site contains an existing Electric Utility Substation, 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 existing Electric Utility Substation is within the A-O (Airport Overlay) District and meets the restriction of 175 feet. 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-38968)

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.**

   Site access is provided off of an unnamed alley, which is 20 feet wide. Access is adequate in size to meet the requirements of the existing Electric Utility Substation.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 429 (By City Clerk)

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-38968 APN: 138-26-402-001

Name of Property Owner: NV Energy

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~~ AUTHORIZED AGENT: Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 27TH day of July, 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) 6700 Bubbling Brook Drive

Project Name NVE Substation **Proposed Use** No change

Assessor's Parcel #(s) 138-26-402-001 **Ward #** 1

General Plan: existing PF proposed N/A **Zoning:** existing R-4 proposed C-V

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 1.95 **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER NV Energy **Contact** Tom Dombrowski

Address P.O. Box 98910 **Phone:** 402-2620 **Fax:** 402-5064

City Las Vegas **State** NV **Zip** 89193-8910

E-mail Address TDombrowski@nvenergy.com

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4 TH Street **Phone:** 229-6882 **Fax:** 385-7268

City Las Vegas **State** NV **Zip** 89101

E-mail Address

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

AUTHORIZED AGENT

~~**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 27TH day of July, 20 10.

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

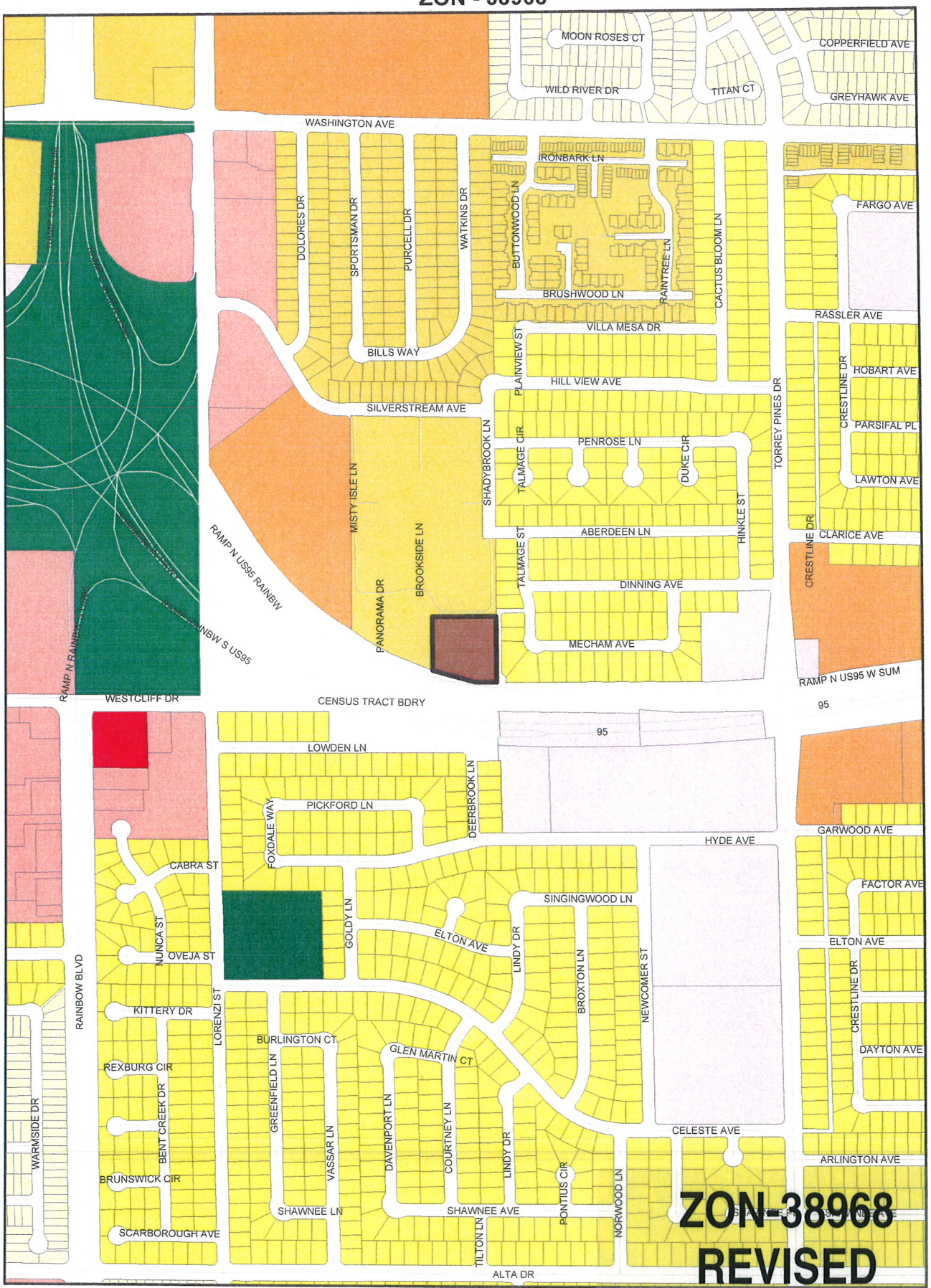
FOR DEPARTMENT USE ONLY

Case #	Z-ON-38968
Meeting Date:	9-23-10
Total Fee:	N/A
Date Received:*	7-29-10
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

REZONING Parcel: 138-26-402-001
ZON - 38968



ZONING

U	R-MH	R-MHP	PD	Subject Parcel	
R-A	R-CL	P-R	T-D	City Limits	
R-E	R-2	N-S	TC	ROI Zoning	
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-4 TO C-V

RECEIVED
JUL 29 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

Printed: August 16, 2010

ZON-38968 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY
SOUTHWEST CORNER BUBBLING BROOK DRIVE AND SHADYBROOK LANE

08/19/10

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

July 27, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-38968
Assessor's Parcel Number 138-26-402-001

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 with any questions.

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-38968

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: **ZON-38968 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010*.

Thomas Dombrowski 9/20/10

Signature Date

THOMAS DOMBROWSKI

Please Print Name

NV ENERGY

Company Name

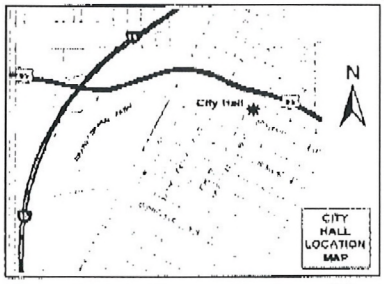
Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
SEP 20 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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-38968
Planning Commission Meeting of 9/23/2010

NO!

Case: ZON-38968

13835110030
YOSS C & C TRUST
6629 LOWDEN LN
LAS VEGAS NV 89107-2452

RECEIVED
SEP 14 2010

6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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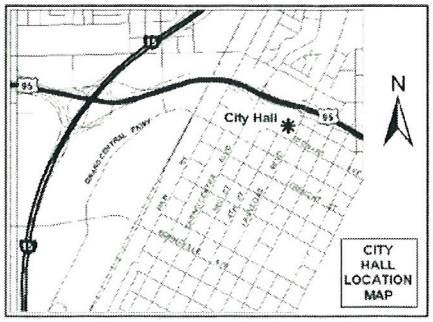
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request (see back)

Please use available blank space on card for your comments.

ZON-38968
Planning Commission Meeting of 9/23/2010

REC'D
SEP 23 2010

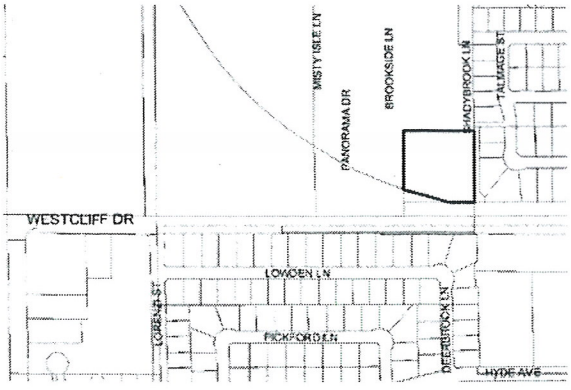
Case: ZON-38968
13826410056
MCCUE GARY D & ANTOINETTE M
6641 BUBBLING BROOK DR #D
LAS VEGAS NV 89107-1129

Application Information

ZON-38968 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-V (CIVIC) on 1.95 acres at the southwest corner of Bubbling Brook Drive and Shadybrook Lane (~~APN~~ 138-26-402-001), Ward 1 (Tarkanian).

This is private property and we don't want people using our streets for short cuts. We pay to maintain them. We don't want apartment noise next to our Condo!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***September 23, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

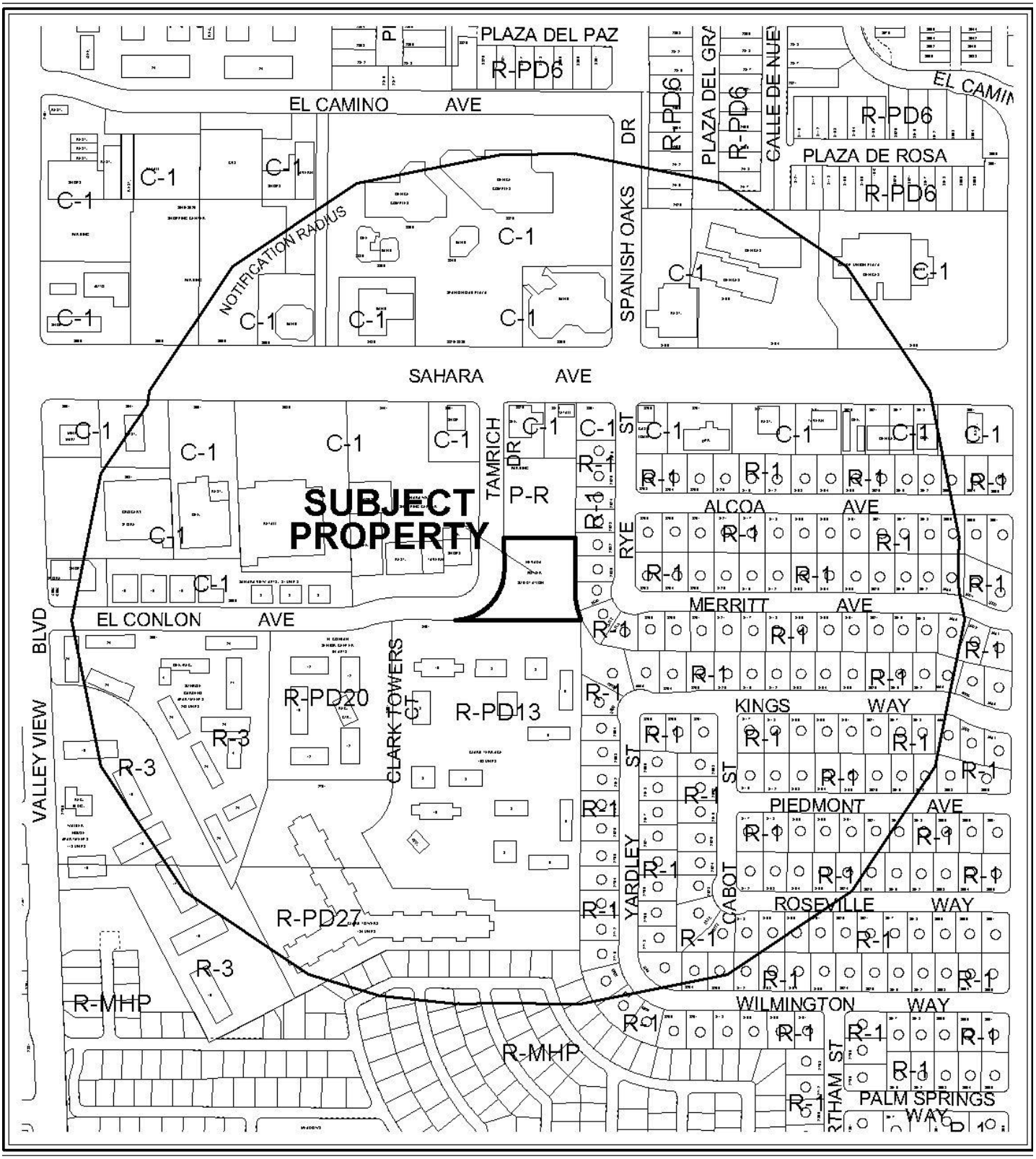
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38971 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY - Request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-V (CIVIC) on 1.03 acres at 2525 Tamrich Drive (APN 162-08-103-005), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 23, 2010 Planning Commission Meeting Item ZON-38971



0 300 600 Feet

CASE: **ZON-38971**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

0 300 600 Feet

CASE: **ZON-38971**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38971	Staff recommends APPROVAL.	N/A

JG

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an Electric Utility Substation on approximately 1.03 acres, located at 2525 Tamrich Drive. The applicant is requesting a Rezoning from P-R (Professional Office and Parking) to the C-V (Civic) district. Staff recommends approval of this request, as the requested Rezoning is compatible with the adjacent surrounding zoning districts and in conformance with the existing PF (Public Facilities) General Plan designation. If denied, the site will retain its existing Zoning designation.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/28/77	The Board of Zoning Adjustments approved a Variance (V-0057-77) to allow construction, operation and maintenance of a Sub-station for an Electrical Utility Service at 2525 Tamrich Drive.
01/26/98	The City Council approved a Special Use Permit (U-0113-97) to allow a 100-foot high communications monopole at 2525 Tamrich Drive. The Planning Commission recommended approval.
09/23/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #7/jg).

Most Recent Change of Ownership	
10/25/77	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/04/98	A building permit (98011684) was issued for a 60'x6' Chain Link Fence at 2525 Tamrich Drive. The permit was finaled 08/11/98.
06/04/98	A building permit (98011679) was issued for a 100 foot high communications monopole at 2525 Tamrich Drive. The permit was finaled 08/11/98.

Pre-Application Meeting	
07/26/10	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	
08/19/10	Staff conducted a field check and noted a well maintained Electric Utility Substation.

Details of Application Request	
Site Area	
Net Acres	1.03

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Electric Utility Substation	PF (Public Facilities)	P-R (Professional Office and Parking)
North	Parking Lot	SC (Service Commercial)	P-R (Professional Office and Parking)
South	Apartments	ML (Medium-Low Residential)	R-PD13 (Residential Planned Development-13 Units per Acre)
East	Single-Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
West	Shopping Center	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

Functional Classification of Street(s)	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Tamrich Drive – local street	N/A	65 feet	Y

ANALYSIS

The subject site contains an existing Electric Utility Substation, 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 existing Electric Utility Substation is within the A-O (Airport Overlay) District and meets the restriction of 200 feet. 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-38971)

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.

Site access is provided off of Tamrich Drive, a 65-foot wide local street. Access is adequate in size to meet the requirements of the existing Electric Utility Substation.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED 181 (By City Clerk)

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number **ZON-38971** APN: 162-08-103-005

Name of Property Owner: NV Energy

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: _____

AUTHORIZED AGENT

Signature of ~~Property Owner~~: Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 27TH day of July, 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) Tamrich Drive and Sahara Avenue

Project Name NV Energy Substation **Proposed Use** No change

Assessor's Parcel #(s) 162-08-103-005 **Ward #** 1

General Plan: existing PF proposed _____ **Zoning:** existing P-R proposed C-V

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 1.03 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER NV Energy **Contact** Tom Dombrowski

Address P.O. Box 98910 **Phone:** 402-2620 **Fax:** 402-5064

City Las Vegas **State** NV **Zip** 89193-8910

E-mail Address TDombrowski@nvenergy.com

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** 385-7268

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

AUTHORIZED AGENT

~~**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 27TH day of July, 2010.

Nora Lares

Notary Public in and for said County and State

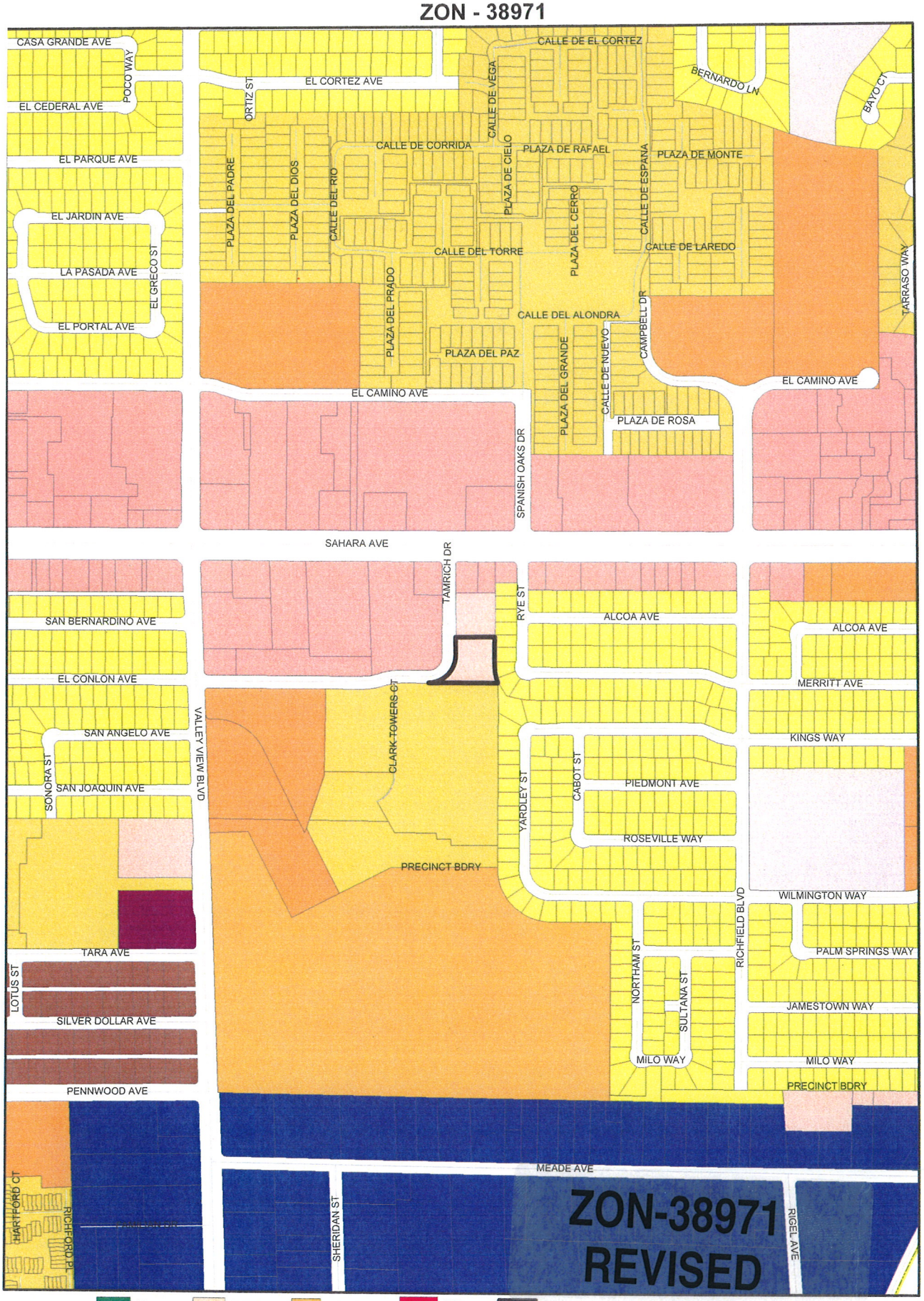
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON-38971
Meeting Date:	9-23-10
Total Fee:	N/A
Date Received:*	7-29-10
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.

REZONING Parcel: 162-08-103-005
ZON - 38971



ZONING

C-V	U	R-MH	R-MHP	PD
C-PB	R-A	R-CL	P-R	T-D
P-C	R-E	R-2	N-S	TC
	R-D	R-3	O	C-2
	R-PD	R-4	C-D	C-M
	R-1	R-5	C-1	M

Subject Parcel
City Limits
ROI Zoning

FROM P-R TO C-V

RECEIVED
JUL 29 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

Printed: August 16, 2010

ZON-38971 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY
2525 TAMRICH DRIVE

08/19/10

ZON-38971 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY
2525 TAMRICH DRIVE

08/19/10

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

July 27, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-38971
Assessor's Parcel Number 162-08-103-005

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning classification of this site to C-V (Civic). Please call me at 229-6882 with any questions.

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-38971

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: **ZON-38971 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010*.

Thomas Dombrowski — Signature

9/20/10 — Date

THOMAS DOMBROWSKI — Please Print Name

NV ENERGY — Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
SEP 20 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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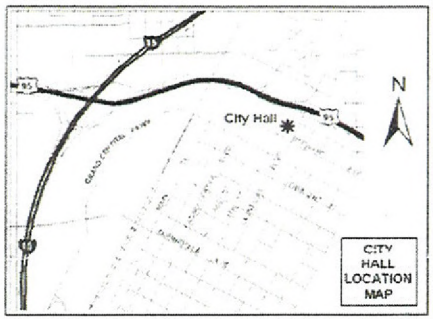
MAILED FROM ZIP CODE 89101

RECEIVED
SEP 16 2010

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38971
Planning Commission Meeting of 9/23/2010

ZON-38971 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 320
Las Vegas, Nevada 89102

JL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

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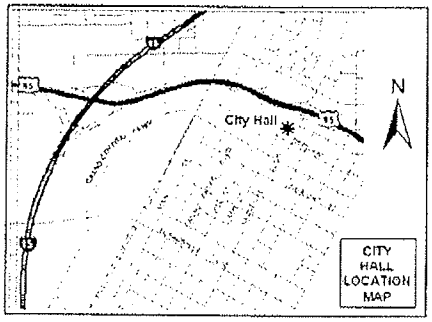
0004279218 SEP 10 2010
MAILED FROM ZIP CODE 89101

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-38971

Planning Commission Meeting of 9/23/2010

ZON-38971 Occupant
Meadows Mobile Home Park
2900 South Valley View Boulevard, Space 236
Las Vegas, Nevada 89102

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

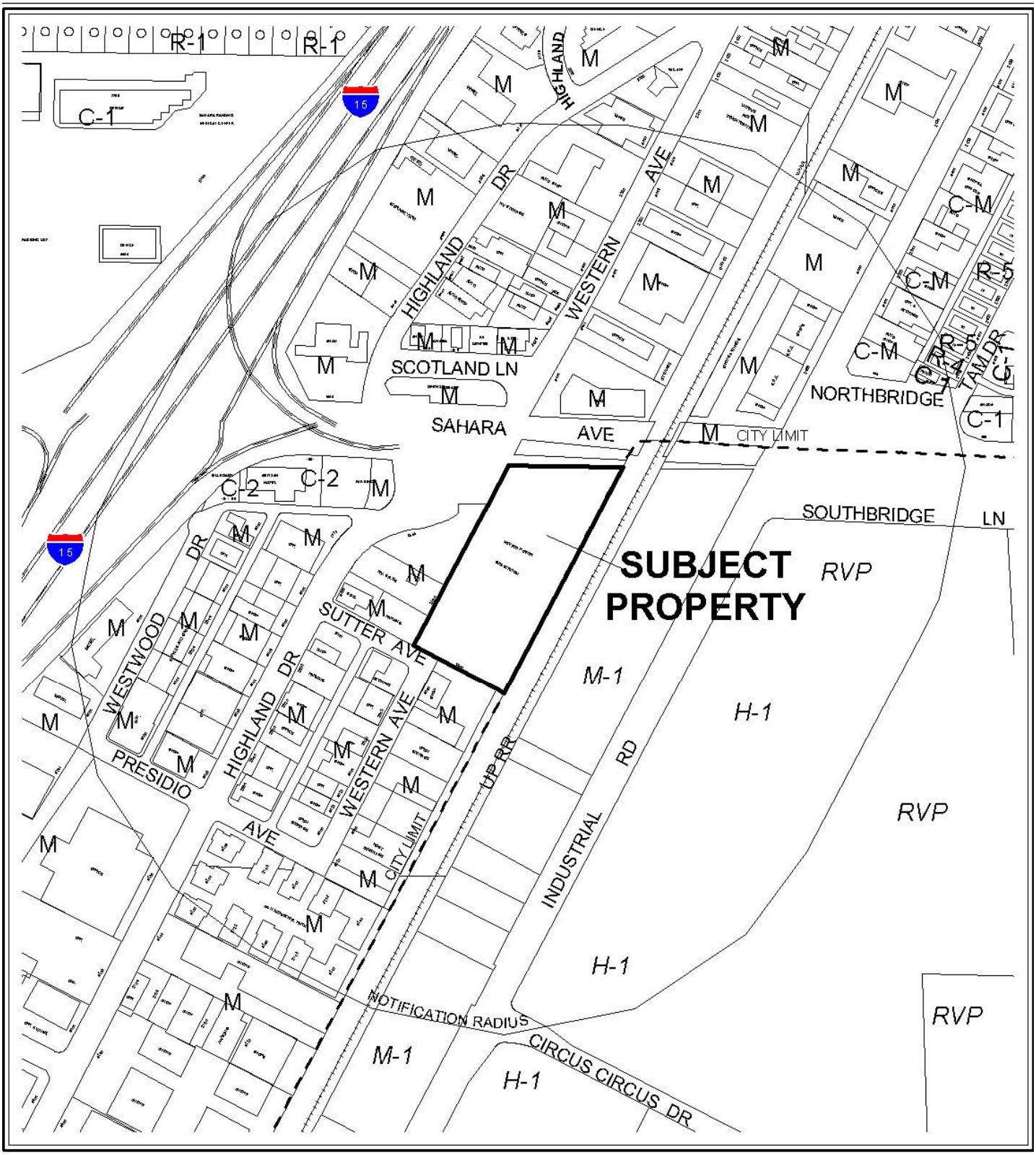
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38978 - REZONING - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY - Request for a Rezoning FROM: M (INDUSTRIAL) TO: C-V (CIVIC) on 4.08 acres at 2500 Highland Drive (APN 162-09-103-002), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the September 23, 2010 Planning Commission Meeting Item ZON-38978



0 300 600 Feet

CASE: **ZON-38978**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

0 300 600 Feet

CASE: **ZON-38978**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38978	Staff recommends APPROVAL.	N/A

JG

Staff Report Page One
October 20, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an Electric Utility Substation on approximately 4.08 acres, located at 2500 Highland Drive. The applicant is requesting a Rezoning from M (Industrial) to the C-V (Civic) district. Staff recommends approval of this request, as the requested Rezoning is compatible with the adjacent surrounding zoning districts and in conformance with the existing PF (Public Facilities) General Plan designation. If denied, the site will retain its existing Zoning designation.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/03/60	City Council approved a Rezoning (Z-0062-60) at 2500 Highland Drive to change the zoning of the site from R-E (Residential Estates) to M (Industrial). Planning Commission and staff recommended approval.
05/17/06	City Council approved a General Plan Amendment (GPA-9219) to change the Future Land Use designation to Commercial, Mixed Use, Industrial and Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. Planning Commission and staff recommended approval.
12/06/07	Planning Commission approved a Special Use Permit (SUP-25217) for an electrical utility transmission line over 15,000 volts at 2500 Highland Drive. Staff recommended approval.
01/28/10	Planning Commission approved a one year Extension of Time (EOT-36826) for an electrical utility transmission line over 15,000 volts at 2500 Highland Drive. Staff recommended approval.
09/23/10	Planning Commission recommended (3-2-1 vote/bg) APPROVAL (PC Agenda Item #10).

Most Recent Change of Ownership	
06/02/61	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no recorded Building Permits or Business Licenses for this location.

Pre-Application Meeting	
07/22/10	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	
08/19/10	Staff conducted a field check and noted a well maintained Electric Utility Substation.

Details of Application Request	
Site Area	
Net Acres	4.08

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Electric Utility Substation	PF (Public Facilities)	M (Industrial)
North	Warehouse	LI/R (Light Industrial/Research)	M (Industrial)
South	Auto Garage	LI/R (Light Industrial/Research)	M (Industrial)
East	Clark County/ Railroad	Clark County/ Railroad	Clark County/ Railroad
West	Undeveloped/ Sexually Oriented Business	LI/R (Light Industrial/Research)	M (Industrial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails	X		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

JG

Functional Classification of Street(s)	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Sutter Avenue – local street	N/A	50 feet	Y

ANALYSIS

The subject site contains an existing Electric Utility Substation, 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 existing Electric Utility Substation is within the A-O (Airport Overlay) District and meets the restriction of 175 feet. A Multi-Use Non Equestrian Trail which runs parallel to the eastern property line has been approved, but has not been constructed at the present time. The subject property is also within the Las Vegas Redevelopment Plan Area, and meets Goal and Objective # 8, which is to ensure adequate utility capacity to accommodate redevelopment and new development. The proposed Rezoning will bring the site into conformance with the existing PF (Public Facilities) 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-38978)

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.

Site access is provided off of Sutter Avenue, a 50-foot wide local street. Although entry may be limited, there are limited anticipated access requirements for the existing substation

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 74 (By City Clerk)

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number **ZON-38978** APN: 162-09-103-002

Name of Property Owner: NV Energy

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: _____

AUTHORIZED AGENT
Signature of ~~Property Owner:~~ Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 27TH day of July, 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) 1400 Sutter Avenue

Project Name NV Energy Substation **Proposed Use** No Change

Assessor's Parcel #(s) 162-09-103-002 **Ward #** 1

General Plan: existing PF proposed _____ **Zoning:** existing M proposed C-V

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 4.08 **Lots/Units** N/A **Density** N/A

Additional Information _____

PROPERTY OWNER NV Energy **Contact** Tom Dombrowski

Address P.O. Box 98910 **Phone:** 402-2620 **Fax:** 402-5064

City Las Vegas **State** NV **Zip** 89193-8910

E-mail Address TDombrowski@nvenergy.com

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** 385-7268

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

AUTHORIZED AGENT

~~**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 27TH day of July, 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

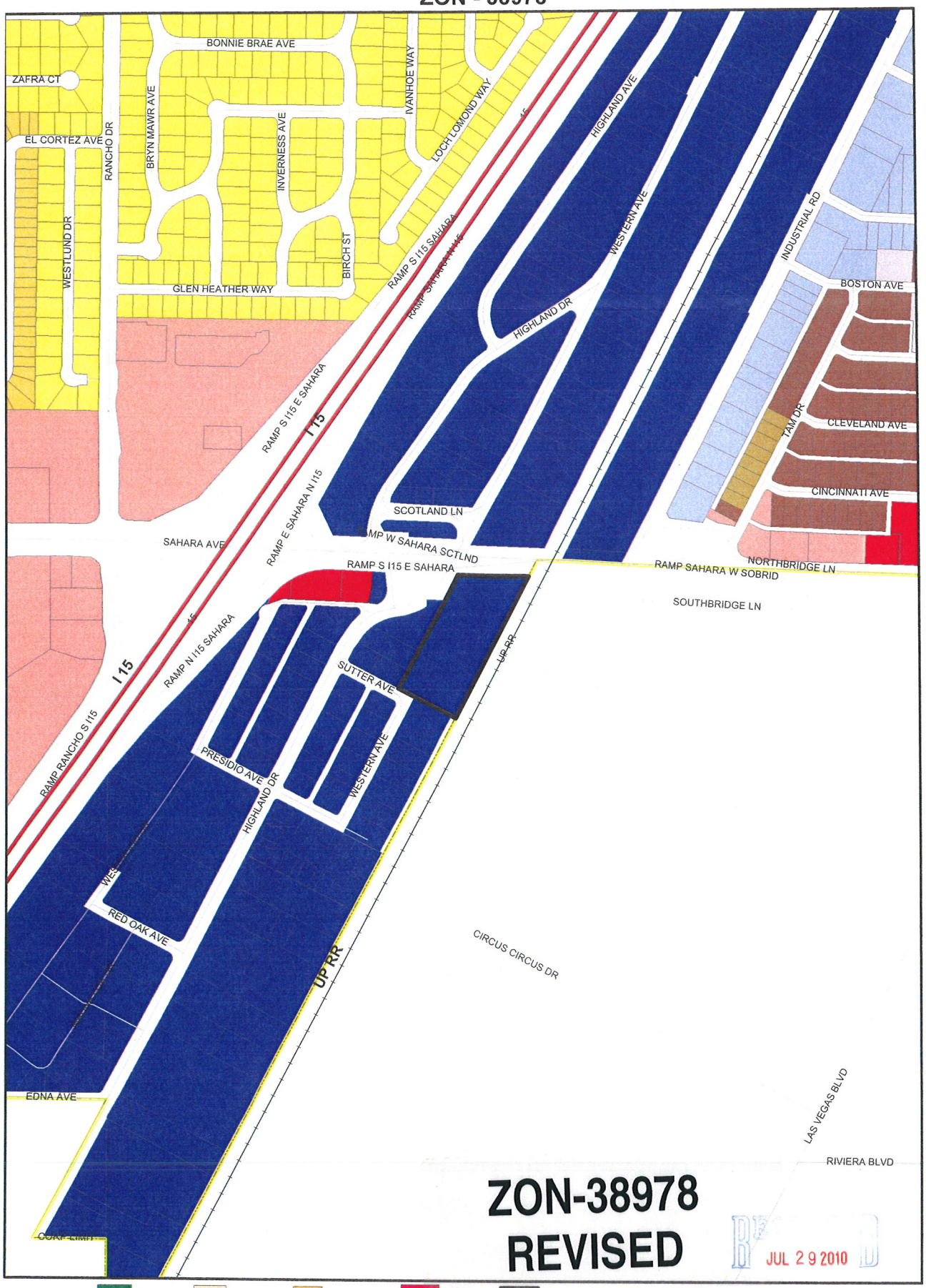
FOR DEPARTMENT USE ONLY

Case #	ZON-38978
Meeting Date:	9-23-10
Total Fee:	N/A
Date Received:*	7-29-10
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

REZONING Parcel: 162-09-103-002
ZON - 38978



ZON-38978
REVISED

RECEIVED
JUL 29 2010

ZONING

C-V	U	R-MH	R-MHP	PD	Subject Parcel
C-PB	R-A	R-CL	P-R	T-D	City Limits
P-C	R-E	R-2	N-S	TC	ROI Zoning
	R-D	R-3	O	C-2	
	R-PD	R-4	C-D	C-M	
	R-1	R-5	C-1	M	

FROM M TO C-V

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

Printed: August 16, 2010

ZON-38978 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY
2500 HIGHLAND DRIVE

08/19/10

ZON-38978 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY
2500 HIGHLAND DRIVE

08/19/10

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

July 27, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, Nevada 89101

RE: Application ZON-38978
Assessor's Parcel Number 162-09-103-002

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 with any questions.

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-38978

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: **ZON-38978 - APPLICANT: CITY OF LAS VEGAS - OWNER: NV ENERGY**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010.*

Thomas Dombrowski — Signature

9/20/10 — Date

THOMAS DOMBROWSKI — Please Print Name

NV ENERGY — Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
SEP 20 2010

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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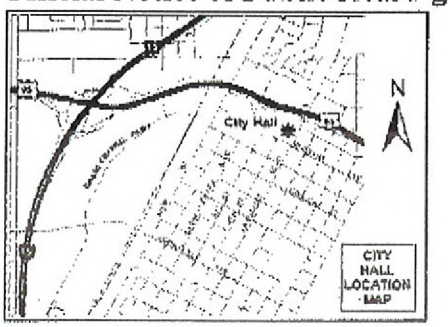
SEP 10 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
SEP 21 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.

ZON-38978
Planning Commission Meeting of 9/23/2010

Case: ZON-38978

16209110036
MARX GORDON
%S MARX
5990 THIROS CIR
LAS VEGAS NV 89146-5363

09/21/2010 09:31 7023847282 ACE FIRE SYSTEMS PAGE 01/01

48

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

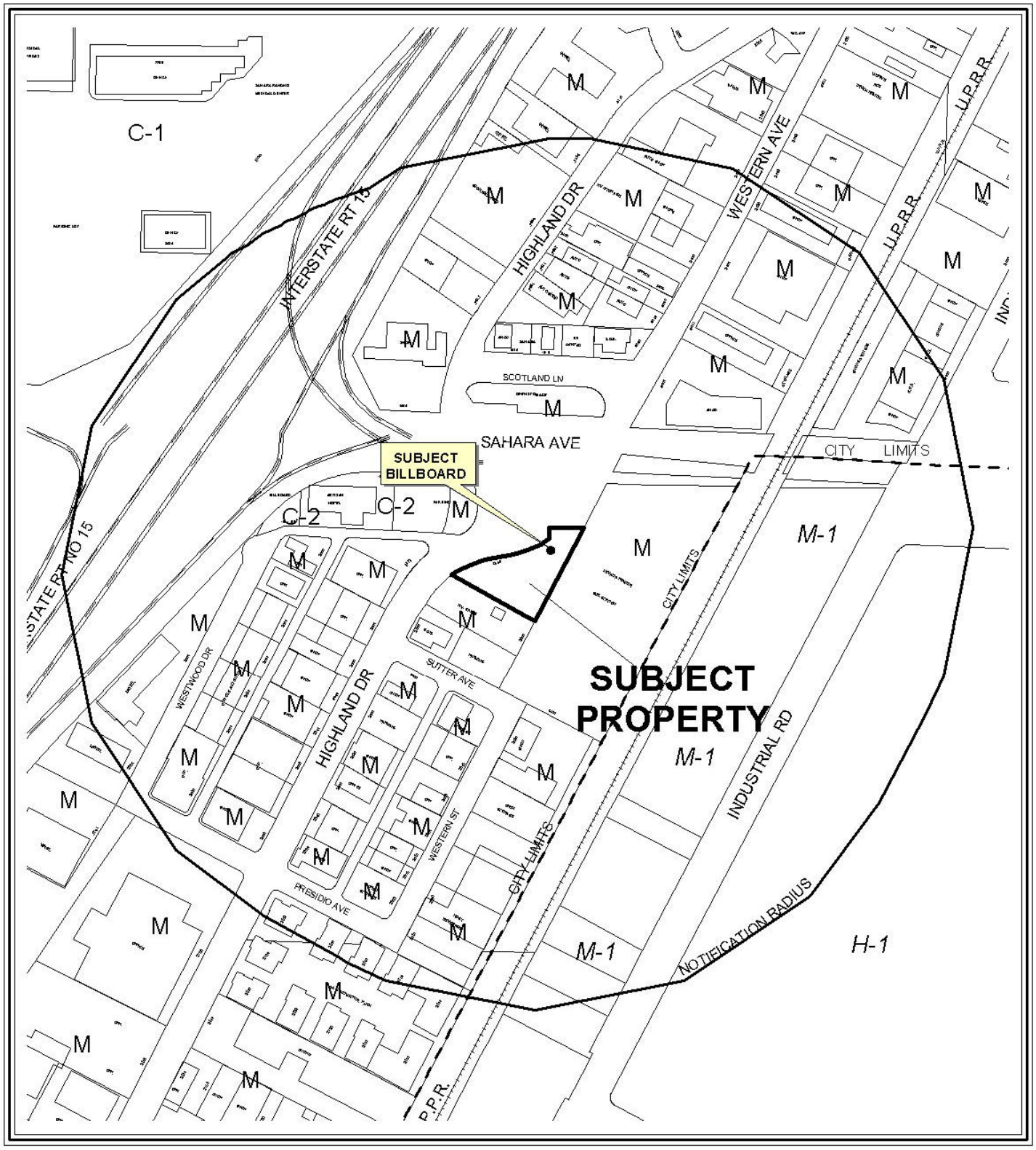
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-39106 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: URBAN LAND NEVADA - Required Review of a previously approved Special Use Permit (U-0265-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 2550 Highland Drive (APN 162-09-110-019), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-22324
6. Backup referenced from the September 23, 2010 Planning Commission Meeting Item RQR-39106



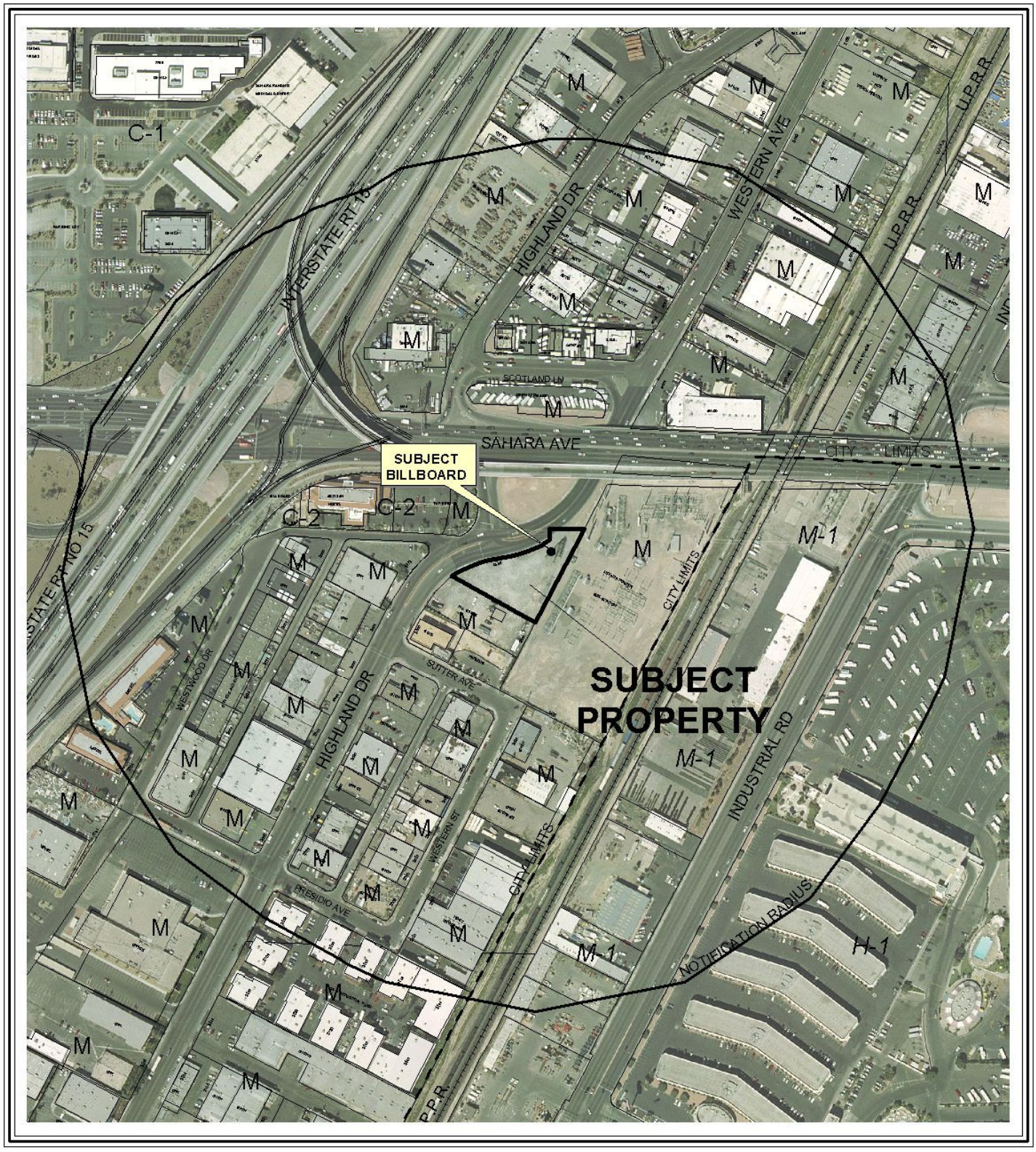
0 200 400 Feet

CASE: **RQR-39106**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



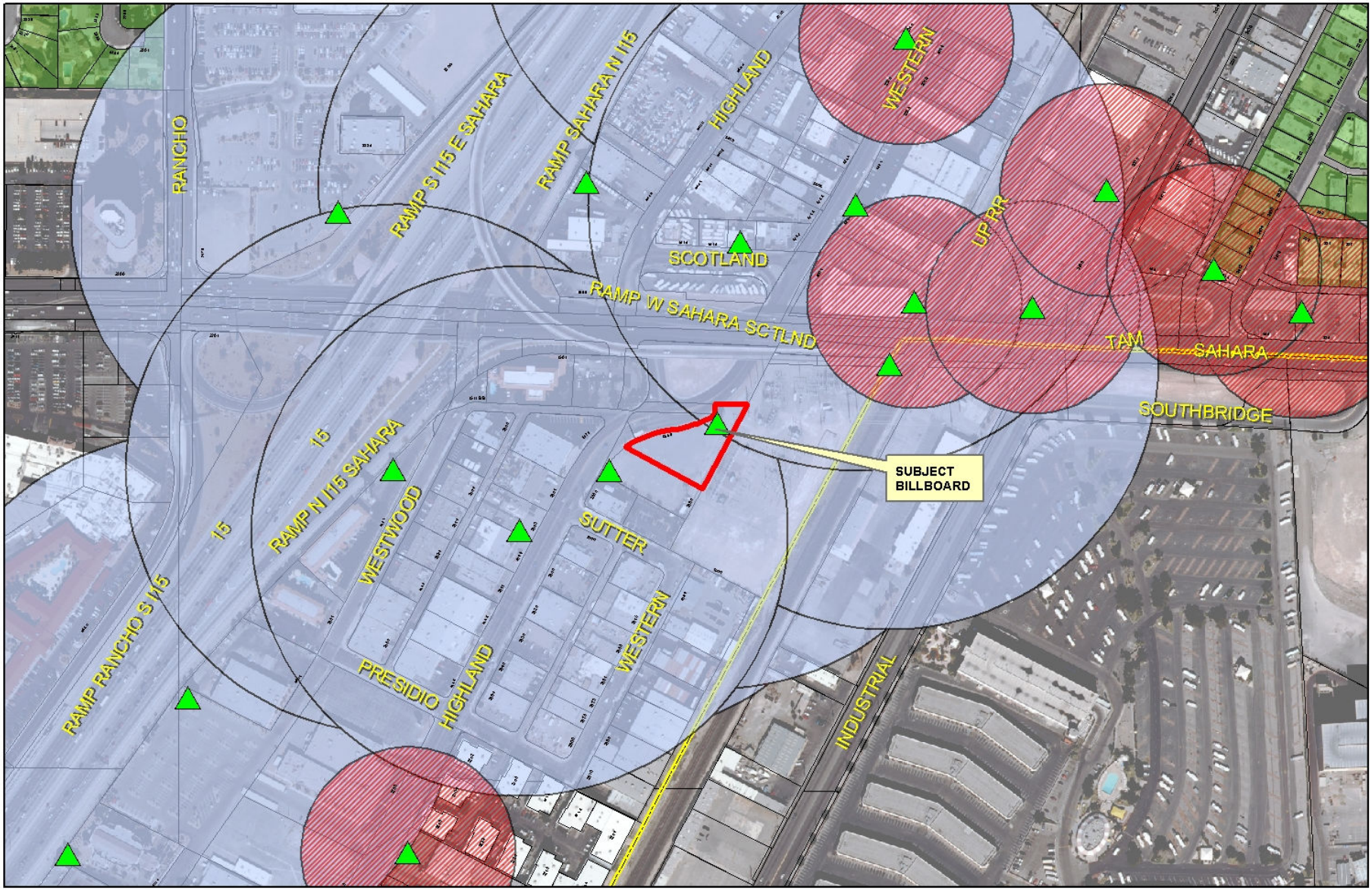
0 200 400 Feet

CASE: **RQR-39106**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



RQR-39106

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: URBAN LAND NEVDA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-39106	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-39106 CONDITIONS

Planning and Development

1. This Special Use Permit (U-0265-94) shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0265-04) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure.

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 Required Three Year Review of an approved Special Use Permit (U-0265-94) which allowed a 40-foot high, 14-foot x 48-foot Off-Premise Sign at 2550 Highland Drive. The Off-Premise Sign is in compliance with code requirements and the sign remains compatible with adjacent land uses. Therefore, staff is recommending approval with conditions. If denied the Off-Premise Sign would have to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/21/94	The City Council approved a request for a Special Use Permit (U-0265-94) for a 55-foot high, 14-foot by 48-foot Off-Premise Sign on this site, subject to a five-year review. The Board of Zoning Adjustment recommended approval.
02/16/00	The City Council approved a Five-Year Review [U-0265-94 (1)] on an approved Special Use Permit for a 40-foot high, 14-foot by 48-foot Off-Premise Sign, subject to a two-year review. The Planning Commission and staff recommended approval.
04/03/02	The City Council approved a Two-Year Review [U-0265-94 (2)] on an approved Special Use Permit for a 40-foot high, 14-foot by 48-foot Off-Premise Sign, subject to a two-year review. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a Two-Year Review (RQR-4243) on an approved Special Use Permit (U-0265-94) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign, subject to a three-year review. The Planning Commission and staff recommended approval.
09/06/07	The City Council approved a Three-Year Review (RQR-22324) on an approved Special Use Permit (U-0265-94) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign, subject to a two-year review. The Planning Commission and staff recommended approval.
09/23/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #13/rg).

Most Recent Change of Ownership	
05/03/01	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/25/95	A building permit (#95364890) was issued for the subject sign. The permit received a final inspection on 03/02/95.

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	
08/19/10	During a site visit conducted by staff it was noted that all conditions of approval have been met, and that the sign is maintained in good condition.

Details of Application Request	
Site Area	
Net Acres	0.80

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	C (Commercial)	M (Industrial)
North	Right-of-Way	Right-of-Way	Right-of-Way
South	Undeveloped	LI/R (Light Industry/Research)	M (Industrial)
East	Utilities	PF (Public Facilities)	M (Industrial)
West	Offices	LI/R (Light Industry/Research)	M (Industrial)
	Hotel	C (Commercial)	

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175-foot)	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 19.14.100, the following standards apply:

Standards	***Code Requirement***	***Provided***	***Compliance***
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Not Located within the Exclusionary Zone	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Located within a M (Industrial) zoning district	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 SF	Y
Height	No higher than 40 feet from grade at the point of construction	Maximum height of 40 feet from grade	Y

Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Screened	Y
Off-Premise Sign	At least 750 feet to another Off Premise Sign	330 feet to another Off Premise Sign	N
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	1,400 feet from "R" zoned property to the northeast.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to ground; no residential uses are located on the subject site	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Secondary Collector – Highland Drive	Master Plan of Streets and Highways	80	Y

ANALYSIS

This is the fifth review of the subject Off-Premise Sign. The sign is located in an industrial area that is not anticipated to change in the near future. The sign has the required building permits with final inspections completed. It is noted that there are four other Off-Premise Signs within the 750-foot separation radius of the subject Off-Premise Sign. The subject site is located within the Airport Overlay District with a height limit of 175 feet and the existing Off-Premise Sign meets the height restrictions. The property is located within the Las Vegas Redevelopment Plan Area. The Plan presents a series of ideas and recommendations for revitalization which are designed to reduce and eliminate decline and deterioration, stimulate new investment, stabilize the tax base and maintain the viability of existing businesses. The compliance of the Las Vegas Redevelopment Plan Area does not apply for the Required Review of the Off-Premise Sign. The Off-Premise Sign is in compliance with code requirements, and staff is recommending approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 60 (By City Clerk)

APPROVALS 0

PROTESTS 1

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-39106** APN: 162-09-110-019

Name of Property Owner: Urban Land Nevada

Name of Applicant: Lamar Central Outdoor, 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: _____

Urban Land of Nevada

Signature of Property Owner: By Theodore B. Lee

Print Name: Theodore B. Lee, President

Subscribed and sworn before me

This 26th day of July, 2010

_____

Notary Public in and for said County and State

GEDDIS A. KONG
Commission # 1864520
Notary Public - California
San Francisco County
My Comm. Expires Sep 11, 2013

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
AUG 06 2010

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 2550 Highland Drive

Project Name Urban Land Review **Proposed Use** billboard

Assessor's Parcel #(s) 162-09-110-019 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing M proposed _____

Commercial Square Footage 672 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review for an existing billboard

PROPERTY OWNER Urban Land Nevada **Contact** Theodore B. Lee

Address 3271 S. Highland Drive Ste 704 **Phone:** (702) 369-9595 **Fax:** (702) 369-2776

City Las Vegas **State** NV **Zip** 89109

E-mail Address lvlee@aol.com

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Urban Land of Nevada

Property Owner Signature* By Theodore B. Lee

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Theodore B. Lee, President

Subscribed and sworn before me

This 26th day of July, 2010.

_____

Notary Public in and for said County and State

GEDDIS A. KONG
Commission # 1864520
Notary Public - California
San Francisco County
My Comm. Expires Sep 11, 2013

FOR DEPARTMENT USE ONLY

Case #	RQR-39106
Meeting Date:	9/23/10
Total Fee:	$800
Date Received:*	8/6/10
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.

Revised 10/27/08

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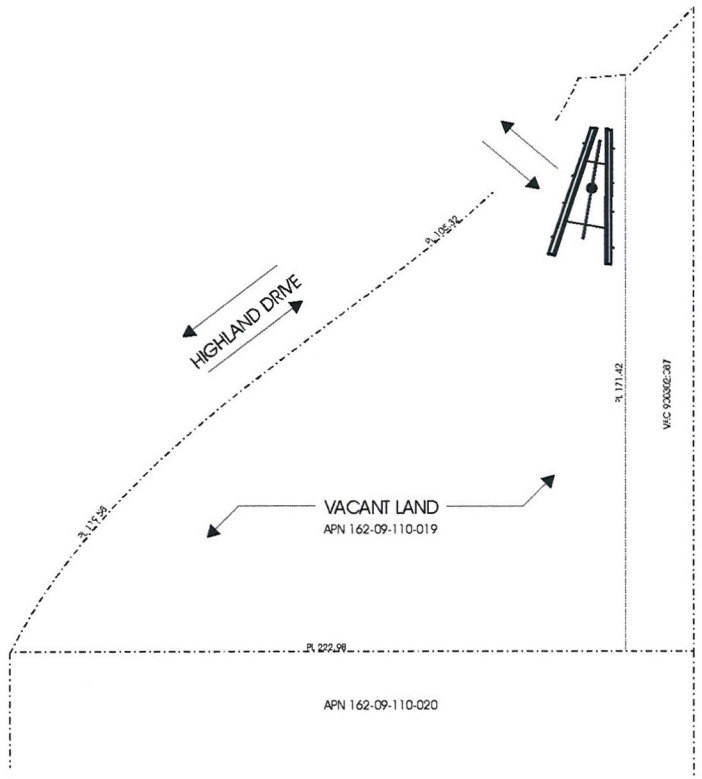
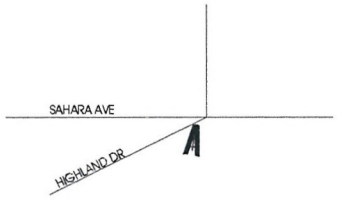


ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 20'	DATE: 07/28/10	DRAWN BY: S.NAFTZGER
URBAN LAND OF NEVADA		
APN 162-09-110-019		DRAWING NUMBER:

RQR-39106

RECEIVED
AUG 06 2010

RQR-39106

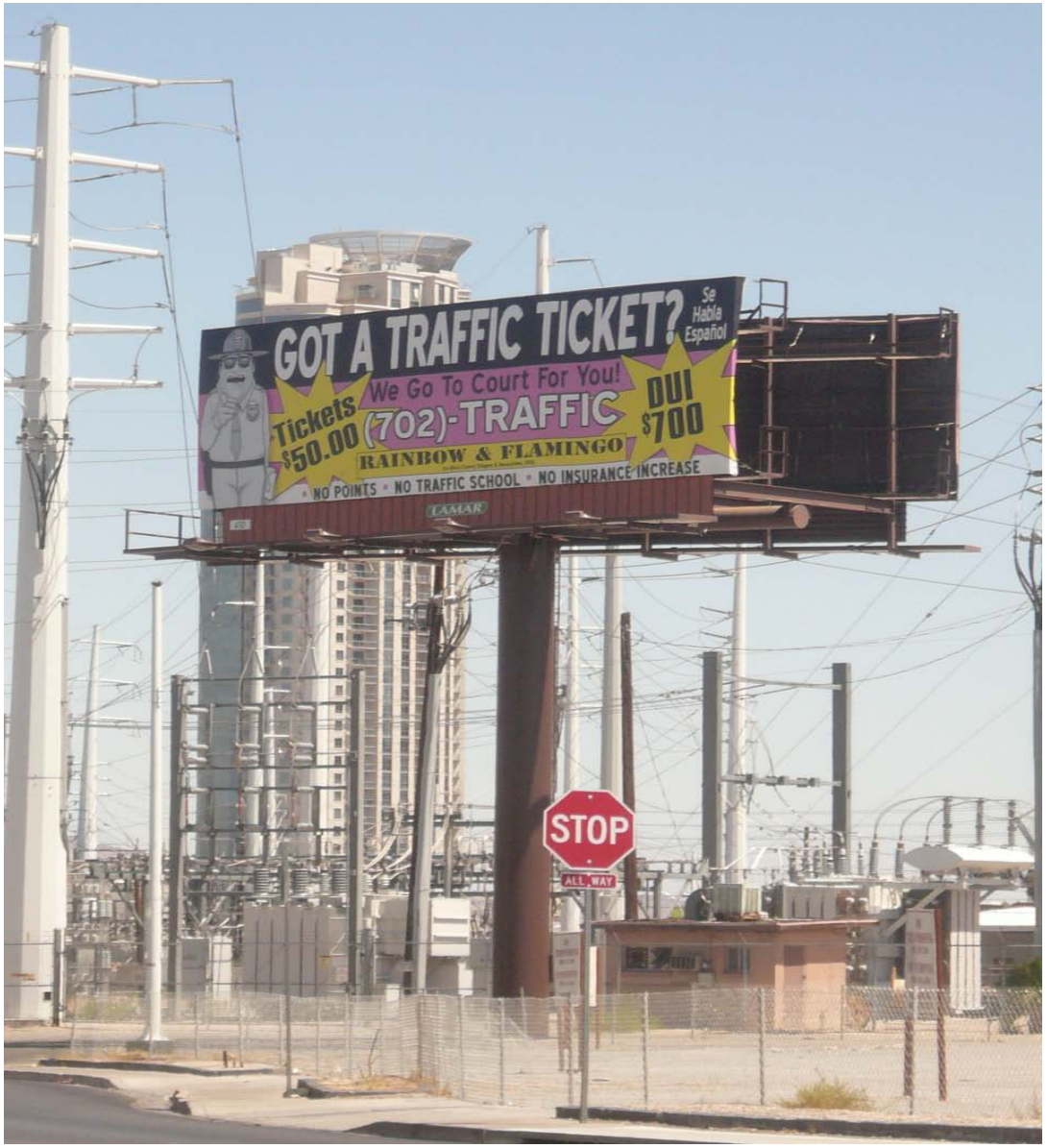
RECEIVED
AUG 06 2010

RQR-39106 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: URBAN LAND NEVADA
2550 HIGHLAND DRIVE

08/19/10

RQR-39106 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: URBAN LAND NEVADA
2550 HIGHLAND DRIVE

08/19/10



RQR-39106 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: URBAN LAND NEVADA
2550 HIGHLAND DRIVE

08/19/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

October 9, 2007

Urban Land Nevada
3271 South Highland Drive, Suite #704
Las Vegas, Nevada 89109

RE: RQR-22324 – REQUIRED REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007

Dear Applicant:

The City Council at a regular meeting held September 5, 2007 APPROVED the Required Two Year Review of an approved Special Use Permit (U-0265-94) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2550 Highland Drive (APN 162-09-110-019), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

RQR-39106

RECEIVED
AUG 06 2010

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Naftzger
Lamar Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

Ms. Stephanie Allen
KKBR&F
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89169

RQR-39106

RECEIVED
AUG 06 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: **RQR-39106 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: URBAN LAND NEVADA**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010.*

Signature

9/17/10
Date

Scott Naftzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

RECEIVED
SEP 17 2010

Steve Gebeke
Planning Supervisor
Case Planning Division

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

UNITED STATES POSTAGE
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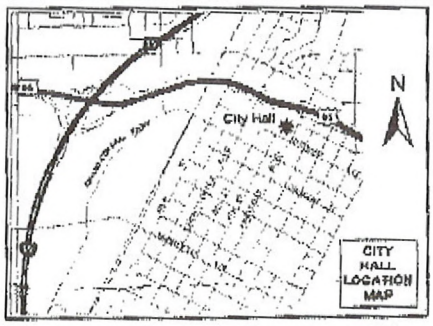
RECEIVED
SEP 21 2010

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-39106
Planning Commission Meeting of 9/23/2010

Case: RQR-39106

16209110036
MARX GORDON
%S MARX
5990 THIROS CIR
LAS VEGAS NV 89146-5363

13P

09/21/2010 09:30 7023847282 ACE FIRE SYSTEMS PAGE 01/01

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

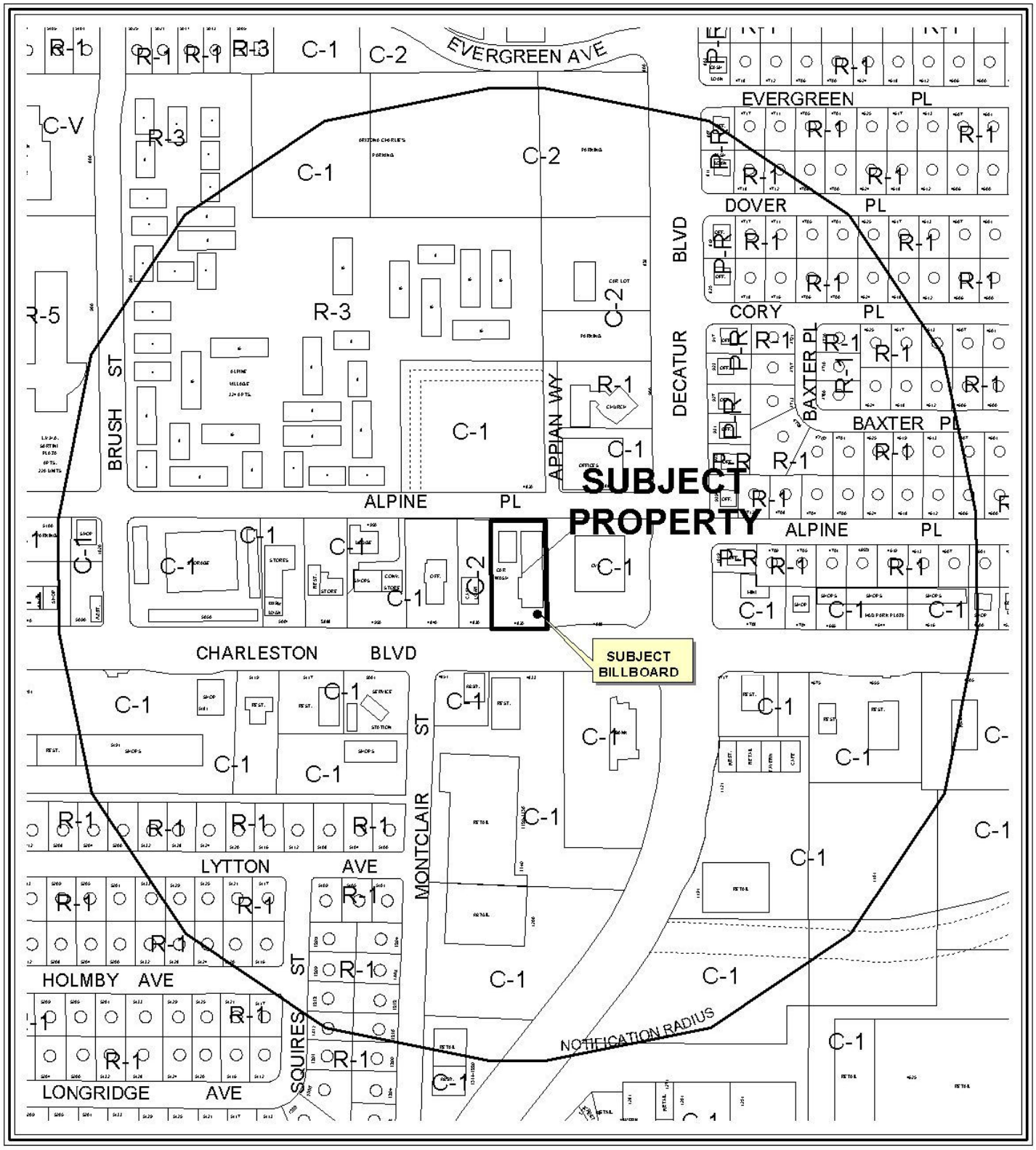
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-39107 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC. - Required Review of a previously approved Special Use Permit (U-0262-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4820 West Charleston Boulevard (APN 138-36-804-008), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 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 (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-22322
6. Support Postcard
7. Backup referenced from the September 23, 2010 Planning Commission Meeting Item RQR-39107



0 300 600 Feet

CASE: **RQR-39107**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

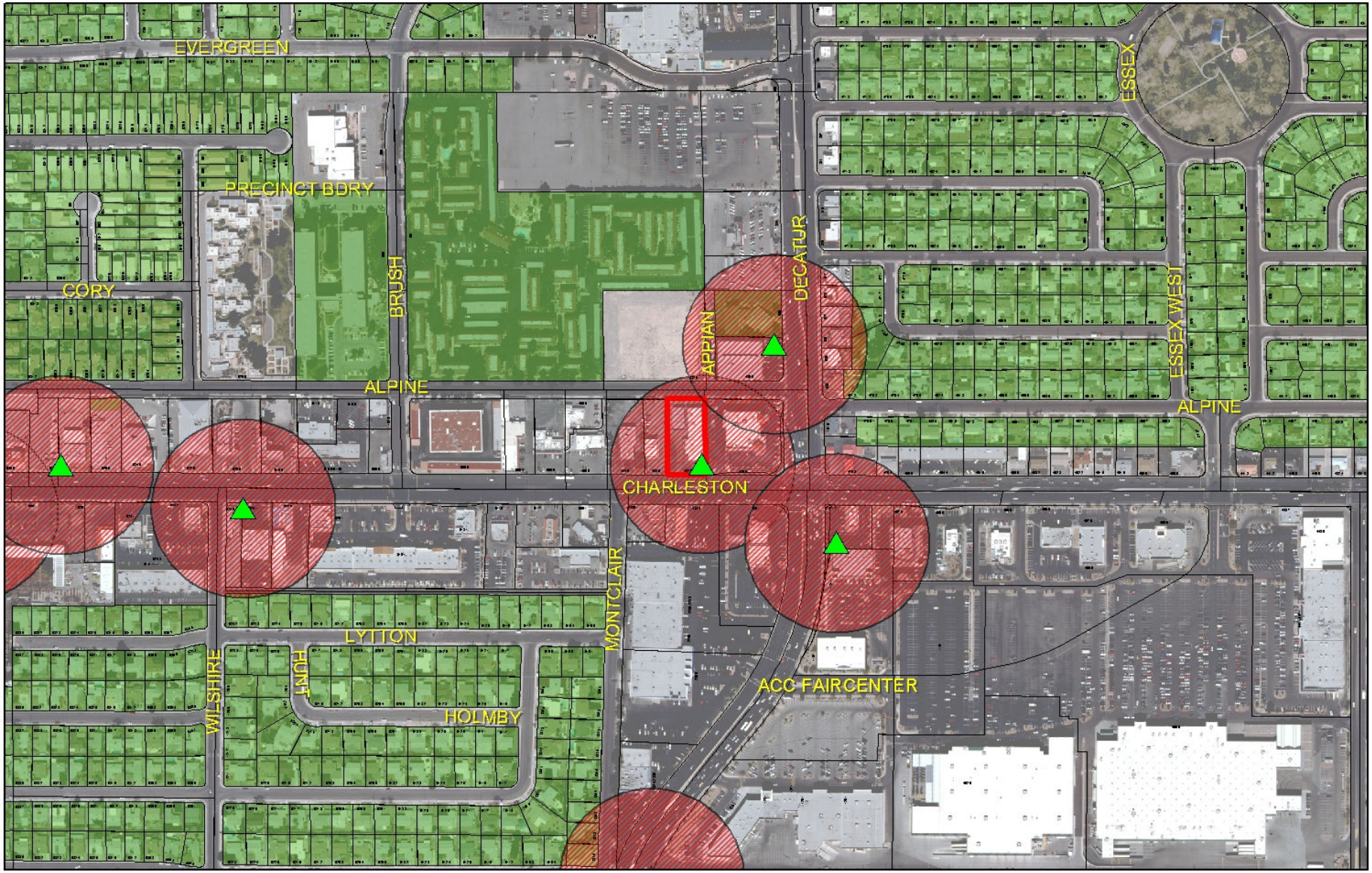
0 400 800 Feet

CASE: **RQR-39107**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-39107

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-39107	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-39107 CONDITIONS

Planning and Development

1. This Special Use Permit (U-0262-94) shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing off-premise sign is voluntary demolished, this Special Use Permit (U-0262-94) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure.

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 Required Three Year Review of an approved Special Use Permit (U-0262-94) which allowed a 14-foot x 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. The Off-Premise Sign is in compliance with code requirements and the sign remains compatible with adjacent land uses. Therefore, staff is recommending approval with conditions. If denied the Off-Premise Sign would have to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/21/94	The City Council approved a request for a Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign, subject to a five-year review. The Board of Zoning Adjustment recommended denial. Staff recommended approval.
02/16/00	The City Council approved a request for a Five-Year Review [U-0262-94(1)] on an approved Special Use Permit for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign, subject to a two-year review. The Planning Commission and staff recommended approval.
04/03/02	The City Council approved a request for a Two-Year Review [U-0262-94(2)] on an approved Special Use Permit for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign, subject to a two-year review. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a request for a Two-Year Review (RQR-4240) on an approved Special Use Permit for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign, subject to a three year review. The Planning Commission and staff recommended approval.
09/05/07	The City Council approved a request for a Required Review (RQR-22322) on an approved Special Use Permit for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign, subject to a three-year review. The Planning Commission approval and staff recommended denial.
09/23/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #14/rg).

Most Recent Change of Ownership	
08/21/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/13/95	A building permit (#95363554) was issued for the subject sign at 4820 West Charleston Boulevard. The building permit received a final inspection on 03/17/95.
02/10/95	A building permit (#95366744) was issued for the electrical service to the subject sign. The electrical permit received a final inspection on 03/17/95.

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	
08/19/10	During a site visit conducted by staff it was noted that all conditions of approval have been met, and that the sign is maintained in good condition.

Details of Application Request	
Site Area	
Net Acres	0.70

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Car Wash and Off-Premise Sign	GC (General Commercial)	C-2 (General Commercial)
North	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
South	Restaurants and Retail	SC (Service Commercial)	C-1 (Limited Commercial)
East	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Financial Institution, Specified	GC (General Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.14.100, the following standards apply:

Standards	***Code Requirement***	***Provided***	***Compliance***
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Not Located within the Exclusionary Zone	Y
Zoning	Off-Premise Signs are permitted in the C-1 (Limited Commercial), C-2 (General Commercial), C-M (Commercial/Industrial) and M (Industrial) Zoning Districts only	Located within a C-2 (General Commercial) zoning district	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 SF	Y
Height	No higher than 40 feet from grade at the point of construction	Maximum height of 40 feet from grade	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Screened	Y

Off-Premise Sign	At least 300 feet to another Off Premise Sign	465 feet to another Off Premise Sign	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	437 feet from "R" zoned property to the north.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to ground; no residential uses are located on the subject site.	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Primary Arterial - Charleston Boulevard	Master Plan of Streets and Highways	100	Y

ANALYSIS

This is the fifth review of the subject Off-Premise Sign which is located on a property that is used as a car wash. The sign has the required building permits with final inspections completed. The Off-Premise Sign faces Charleston Boulevard, a 100-foot Primary Arterial. The area is primarily commercial in nature with the nearest residential uses buffered by right-of-way and commercial development. The applicant indicated that a large plastic owl is installed inside the sign as a bird deterrent. The subject site is located within the Airport Overlay District with a height limit of 175 feet and the existing Off-Premise Sign meets the height restrictions. The Off-Premise Sign is in compliance with code requirements, and it is compatible with surrounding areas; therefore, staff is recommending approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 131 (By City Clerk)

APPROVALS 3

PROTESTS 0

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-39107** APN: 138-36-804-008

Name of Property Owner: Charwest, Inc.

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: ROBERT L. SCHMIDT

Subscribed and sworn before me

This 28th day of July, 2010

_____

Notary Public in and for said County and State

Revised 11-14-06

Notary Public
State of Washington
CHRISTOPHER G SCHUESSLER
My Appointment Expires Jul 19, 2013

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
AUG 06 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 4820 W. Charleston Blvd.

Project Name Charwest Review **Proposed Use** billboard

Assessor's Parcel #(s) 138-36-804-008 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 672 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review for an existing billboard

PROPERTY OWNER Charwest, Inc. **Contact** _____

Address 4820 W. Charleston Blvd **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89146

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT L. SCHMIDT

Subscribed and sworn before me

This 28th day of July, 20 10.

_____

Notary Public in and for said County and State

Revised 10/27/08

Notary Public
State of Washington
CHRISTOPHER G SCHUESSLER
My Appointment Expires Jul 19, 2013

FOR DEPARTMENT USE ONLY

Case #	RQR-39107
Meeting Date:	9-23-10
Total Fee:	$800
Date Received:*	8/6/10
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.

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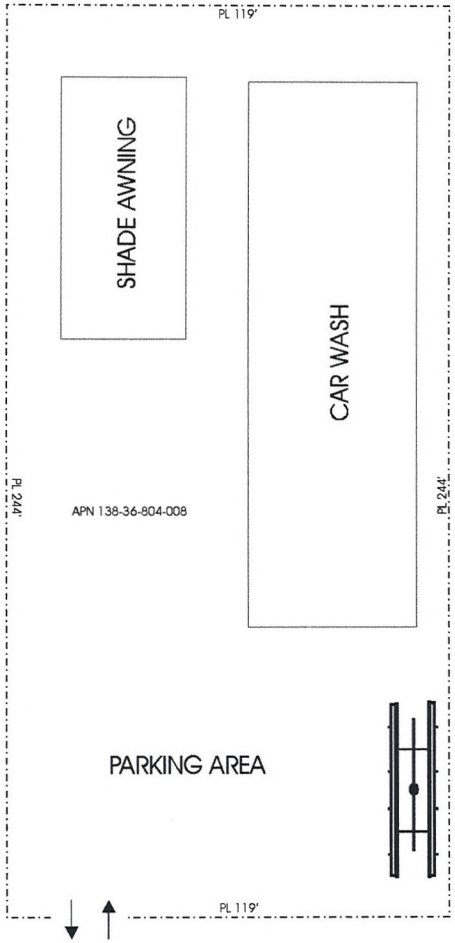
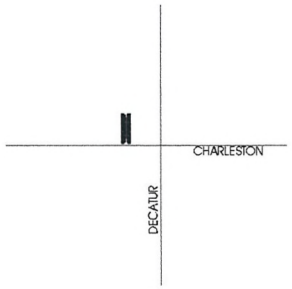


EXISTING 40' TALL
OFF-PREMISE
SIGN

ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: NO SCALE	DATE: 6/22/07	DRAWN BY: S.NAFTZGER
CHARLESTON CAR WASH		
APN 138-36-804-008		DRAWING NUMBER:

RQR-39107

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AUG 06 2010

RQR-39107 WEST FACE

RECEIVED
AUG 06 2010

RQR-39107 EAST FACE

RECEIVED
AUG 06 2010

RQR-39107 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC.
4820 WEST CHARLESTON BOULEVARD

08/19/10

LAS VEGAS CITY COUNCIL

OSCAR B GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D ROSS
RICKI Y BARLOW

DOUGLAS A SELBY
CITY MANAGER

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

VOICE 702 229 6011
TDD 702 386 9108
www lasvegasnevada gov

September 7, 2007

Charwest
4820 West Charleston Boulevard
Las Vegas, Nevada 89107

RE: RQR-22322 – REQUIRED REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007

Dear Applicant:

The City Council at a regular meeting held September 5, 2007 APPROVED the Required Two Year Review of an approved Special Use Permit (U-0262-94) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4820 West Charleston Boulevard (APN 138-36-804-008), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007 This approval is subject to.

Planning & Development

1. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. The applicant shall clean the Off-Premise Advertising (Billboard) Sign of all bird droppings within 30 days of final approval.

RQR-39107

RECEIVED
AUG 06 2010

6. The applicant shall remove the razor wire on the Off-Premise Advertising (Billboard) Sign within 30 days of final approval.

7. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Naftzger
Lamar Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

Ms Stephanie Allen
KKBR&F
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89169

RQR-39107

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AUG 06 2010

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2010 OCT 11 A 10:14

PRESORTED
FIRST CLASS

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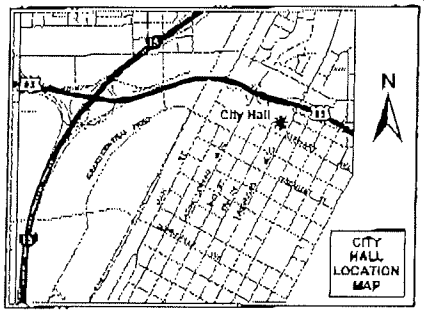
OCT 06 2010
MAILED FROM ZIPCODE 89101

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.

RQR-39107

City Council Meeting of 10/20/2010

824 SOUTH DECATUR L L C
5243 W CHARLESTON BLVD #8
LAS VEGAS NV 89146-1304

APN#13836802005

89146813004 0045

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: RQR-39107 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010*.

Signature

9/17/10
Date

Scott Saffzer
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
SEP 17 2010

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

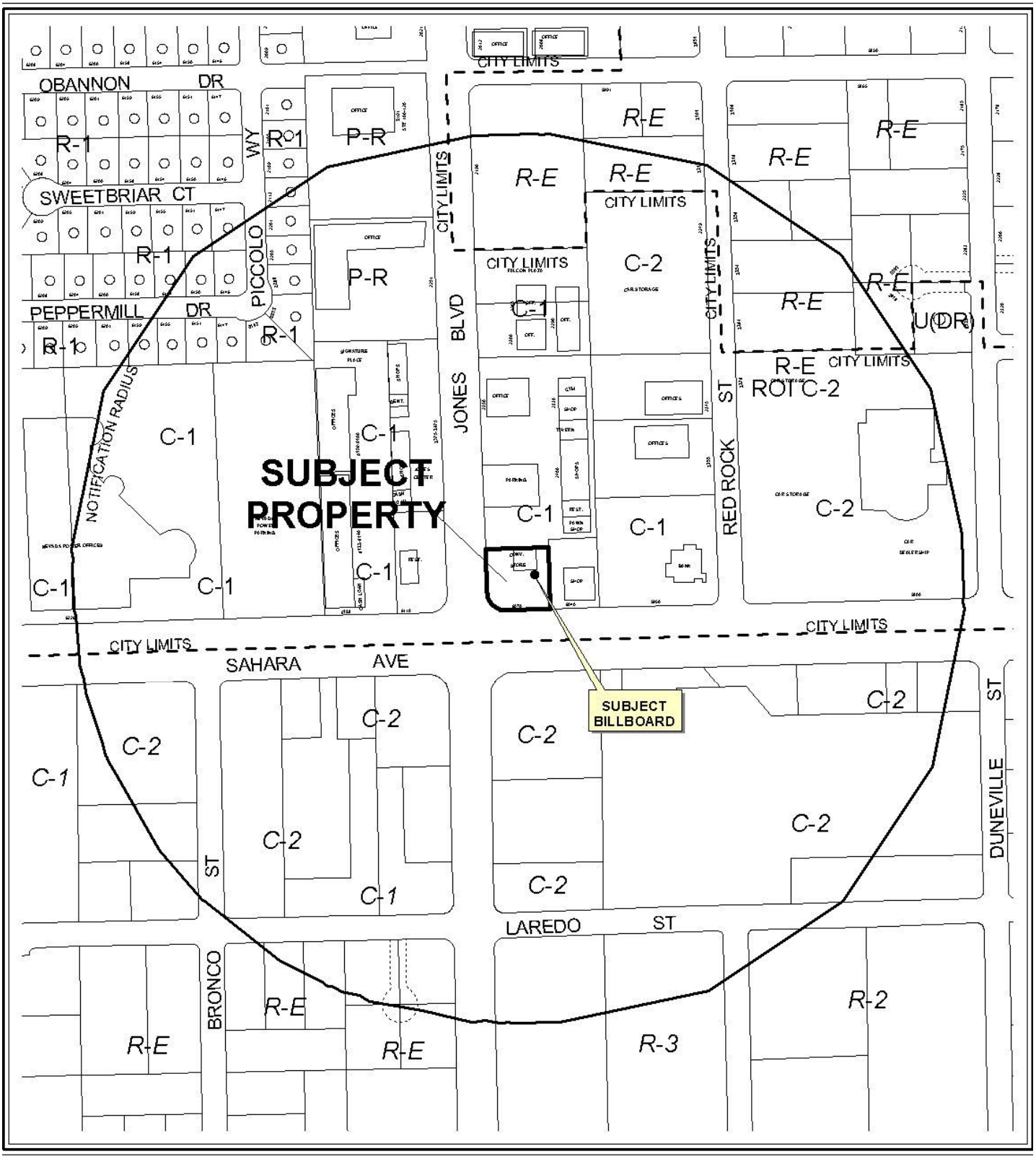
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-39215 - REQUIRED THREE YEAR REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: 7-ELEVEN, INC. - Required Review of a previously approved Special Use Permit (U-0315-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6070 West Sahara Avenue (APN 163-01-401-010), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-22271
6. City Council Approval Letter for RQR-4238
7. Protest Postcard
8. Backup referenced from the September 23, 2010 Planning Commission Meeting Item RQR-39215



0 300 600 Feet

CASE: **RQR-39215**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

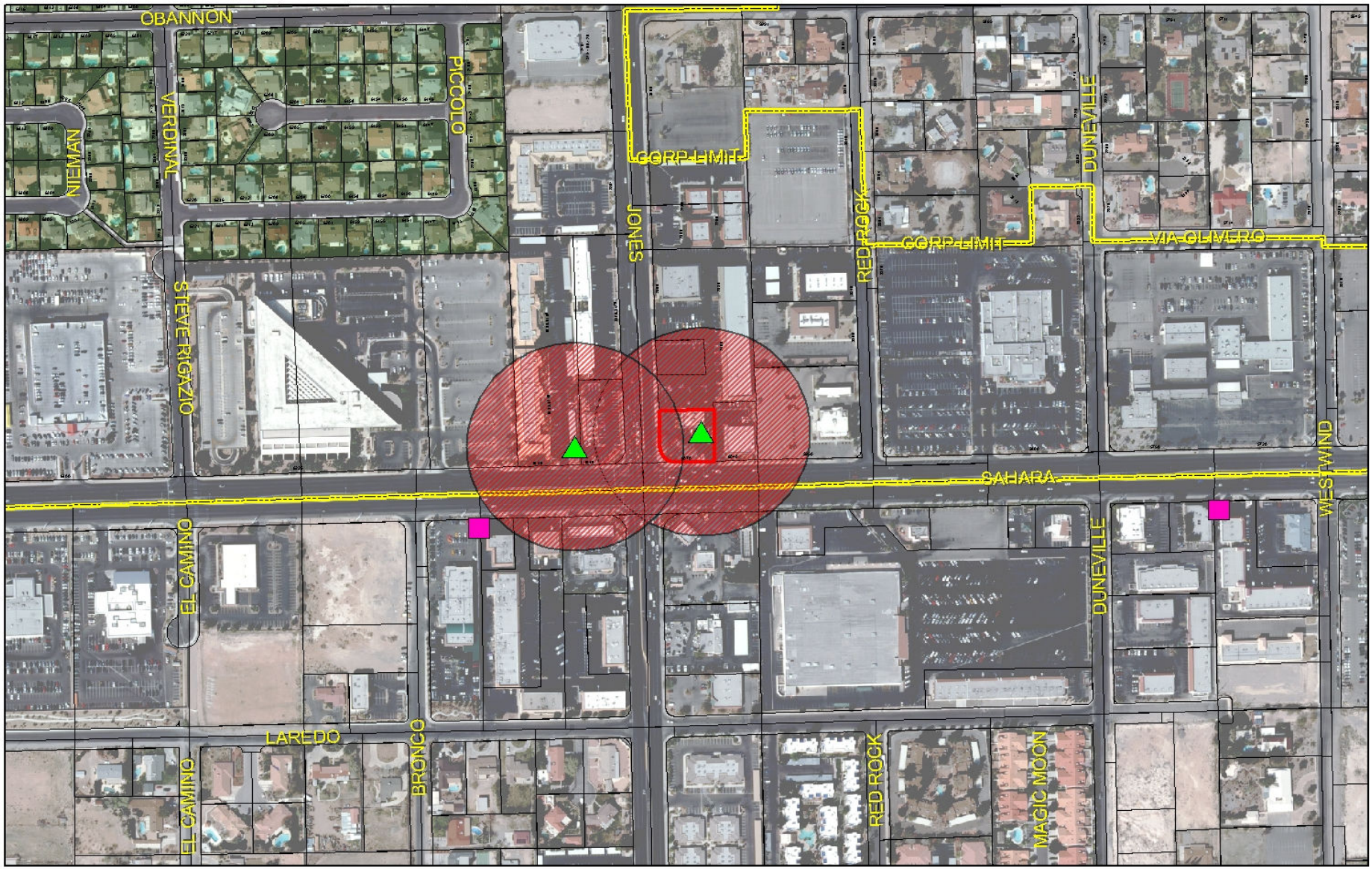
CASE: **RQR-39215**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

N



RQR-39215

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: 7-ELEVEN, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-39215	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

RQR-39215 CONDITIONS

Planning and Development

1. Conformance to the conditions of approval of Special Use Permit (U-0315-94) and all subsequent reviews except as amended herein.

2. This Special Use Permit (U-0315-94) shall be placed on an agenda closest to September 23, 2013 at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review failure to pay the City for these costs may result in termination of use.

3. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0315-94) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a new Special Use Permit is approved for the new structure.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 20, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Review of a previously approved Special Use Permit (U-0315-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign located at 6070 West Sahara Avenue. A building permit (#95374861) was issued on 04/26/95 for the installation of an Off-Premise Sign at 6070 West Sahara Avenue with an approved final inspection on 10/12/95. The sign meets current codes and nothing has changed in the area that would render the sign incompatible with nearby land uses; therefore, staff has no objection to the continued use of the sign and is recommending approval. If denied, the Special Use Permit for the Off-Premise Sign would require the sign to be removed.

ISSUES

- This is the fifth Required Review of Special Use Permit (U-0315-94). The last Required Review (RQR-22271) was approved by City Council in 2007, subject to a three-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/18/95	The City Council approved a Special Use Permit (U-0315-94) for one 672 square foot (14 foot x 48 foot), 40 foot high off-premise sign on the site, subject to a five year review.
03/01/00	The City Council approved a Required Five Year Review [U-0315-94 (1)] for one 672 square foot (14 foot x 48 foot), 40 foot high off-premise sign on the site, subject to a two-year review. The Planning Commission and staff recommended approval.
05/01/02	The City Council approved the appeal from the denial by the Planning Commission on a required two-year review of a Special Use Permit [U-0315-94 (2)], which allowed a 40-foot high, 14 x 48 foot off-premise sign. The Planning Commission recommended denial and staff recommended approval.
07/07/04	The City Council approved a Required Two Year Review (RQR-4238) of an approved Special Use Permit (U-0315-94) for one 672 square foot (14 foot x 48 foot), 40 foot high off-premise sign on the site, subject to a two-year review. The Planning Commission and staff recommended approval.

09/05/07	The City Council approved a Required Two Year Review (RQR-22271) of an approved Special Use Permit (U-0315-94) for one 672 square foot (14 foot x 48 foot), 40 foot high off-premise sign on the site, subject to a three-year review. The Planning Commission and staff recommended approval.
09/23/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #15/yk).

Most Recent Change of Ownership	
12/30/85	A deed was recorded for a change in ownership to 7-Eleven Corporation.

Related Building Permits/Business Licenses	
04/26/95	A building permit (#95374861) was issued for the subject sign. A final inspection was conducted on 10/12/95.

Pre-Application Meeting
A pre-application meeting is not required for this type of application, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required for this type of application, nor was one held.

Field Check	
08/19/10	Staff conducted a field check of the subject property. The property was found to be well maintained. The Off-Premise sign was in good repair.

Details of Application Request	
Site Area	
Net Acres	0.50 acres

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store/Gas Station	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Convenience Store/Gas Station	Unincorporated Clark Co.	Unincorporated Clark Co.

YK

East	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	
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

Standards	*Code Requirement*	*Provided*	*Compliance*
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way	Y
Zoning	Off-Premise Signs are permitted in C-1, C-2, C-M, and M zoning districts only.	The sign is located in a C-1 zone	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign is 672 square feet in size; no embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements of the sign are screened from public view.	Y

Distance Separation from another Off-Premise Sign	Must be 300 feet between Off-Premise Signs unless along a freeway and then it must be at least 750 feet separation.	This sign is located 335 feet from the nearest Off-Premise Sign and is not along US-95.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is located on commercially zoned property.	Y

ANALYSIS

This is the fifth review of the subject Off-Premise Sign. The Off-Premise Sign is located in an area that is not experiencing significant change at this time. The Off-Premise Sign is in good condition. Approval of this request is recommended with an additional review in three years.

FINDINGS

The Off-Premise Sign is located in a C-1 (Limited Commercial) zoning district and meets the distance requirements from other Off-Premise Signs and from residentially zoned properties. The Off-Premise Sign meets all current Title 19 sign standards, has a final inspection completed on a building permit and is in good condition. Therefore, staff has no objection to the continued use of the Off-Premise Sign and recommends approval with another review in three years. Conformance to the conditions of approval of the Special Use Permit (U-0315-94) and all subsequent reviews shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

NOTICES MAILED 148 (By City Clerk)

APPROVALS 0

PROTESTS 4

YK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-39215** APN: 163-01-401-010

Name of Property Owner: 7-Eleven, Inc.

Name of Applicant: Lamar Central Outdoor, 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: 7-ELEVEN, INC. Assistant Secretary

Print Name: MARIJAN SMITH

Subscribed and sworn before me

This 13th day of August, 2010

Gricelda Herrera

Notary Public in and for said County and State

NOTARY PUBLIC STATE OF TEXAS
Gricelda Herrera
Notary Public, State of Texas
My Comm. Expires 04 / 28 / 2013

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
AUG 17 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 6070 W. Sahara Ave.

Project Name 7-Eleven review **Proposed Use** billboard

Assessor's Parcel #(s) 163-01-401-010 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage 672 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required Review for an existing billboard

PROPERTY OWNER 7-Eleven, Inc. **Contact** _____

Address P.O. Box 711 **Phone:** _____ **Fax:** _____

City Dallas **State** TX **Zip** 75521

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* 7-ELEVEN, INC. Assistant Secretary

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name MARWAN SMITH

Subscribed and sworn before me

This 13th day of August, 2010.

Gricelda Herrera

Notary Public in and for said County and State

Gricelda Herrera
Notary Public, State of Texas
My Comm. Expires 04/28/2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	RQR-39215
Meeting Date:	~~10/21/10~~ 9/23/10
Total Fee:	$800
Date Received:*	8/17/10
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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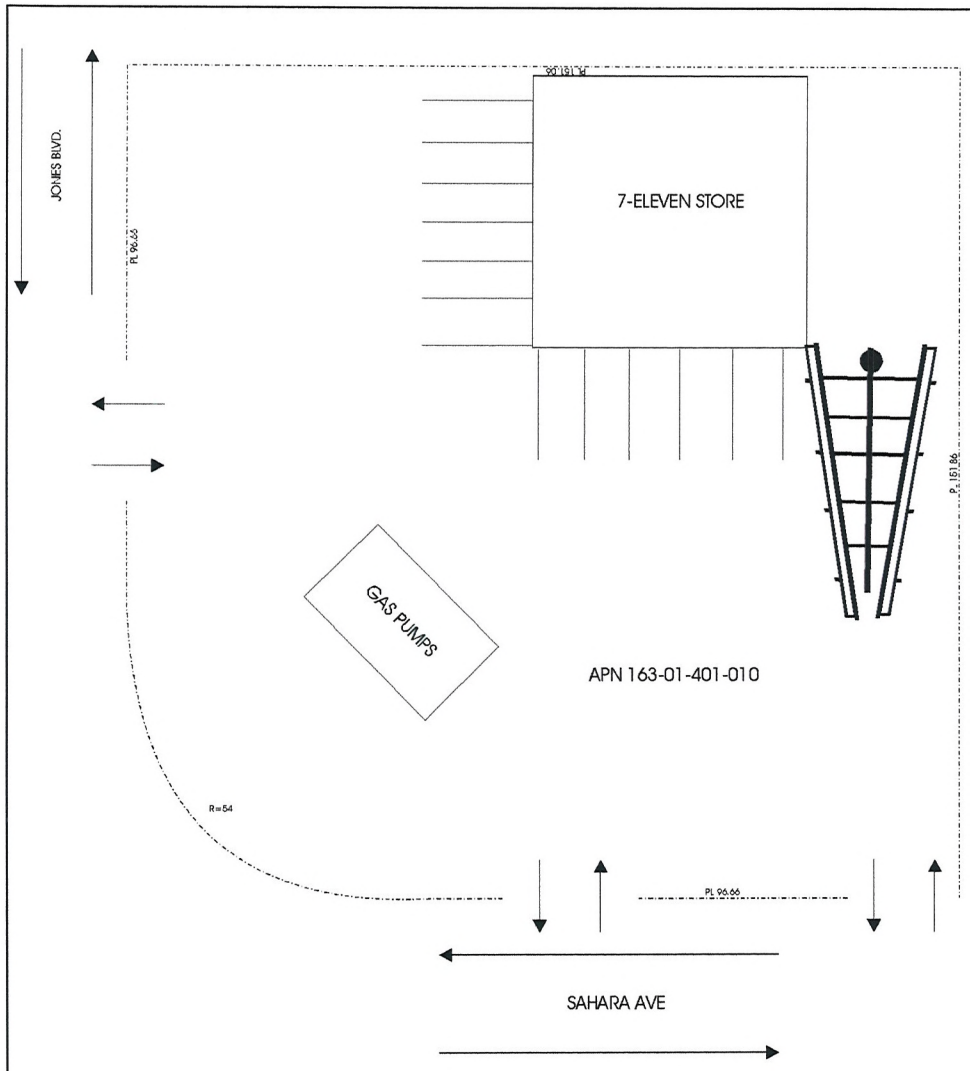
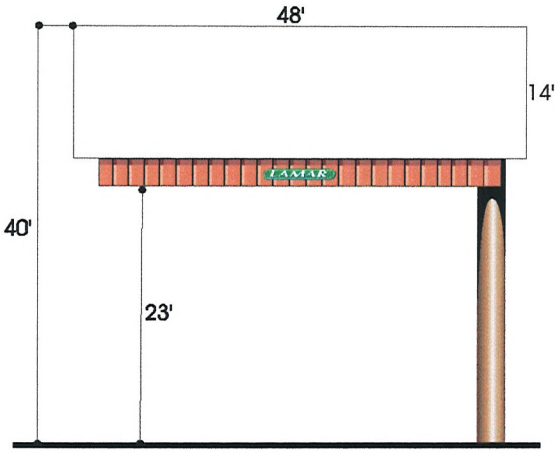
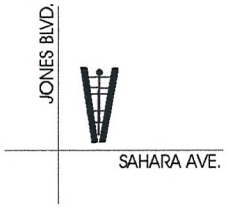




ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 10'	DATE: 07/27/10	DRAWN BY: S.NAFTZGER
7-ELEVEN (JONES & SAHARA) SITE PLAN		
APN 163-01-401-010		DRAWING NUMBER:

RQR-39215

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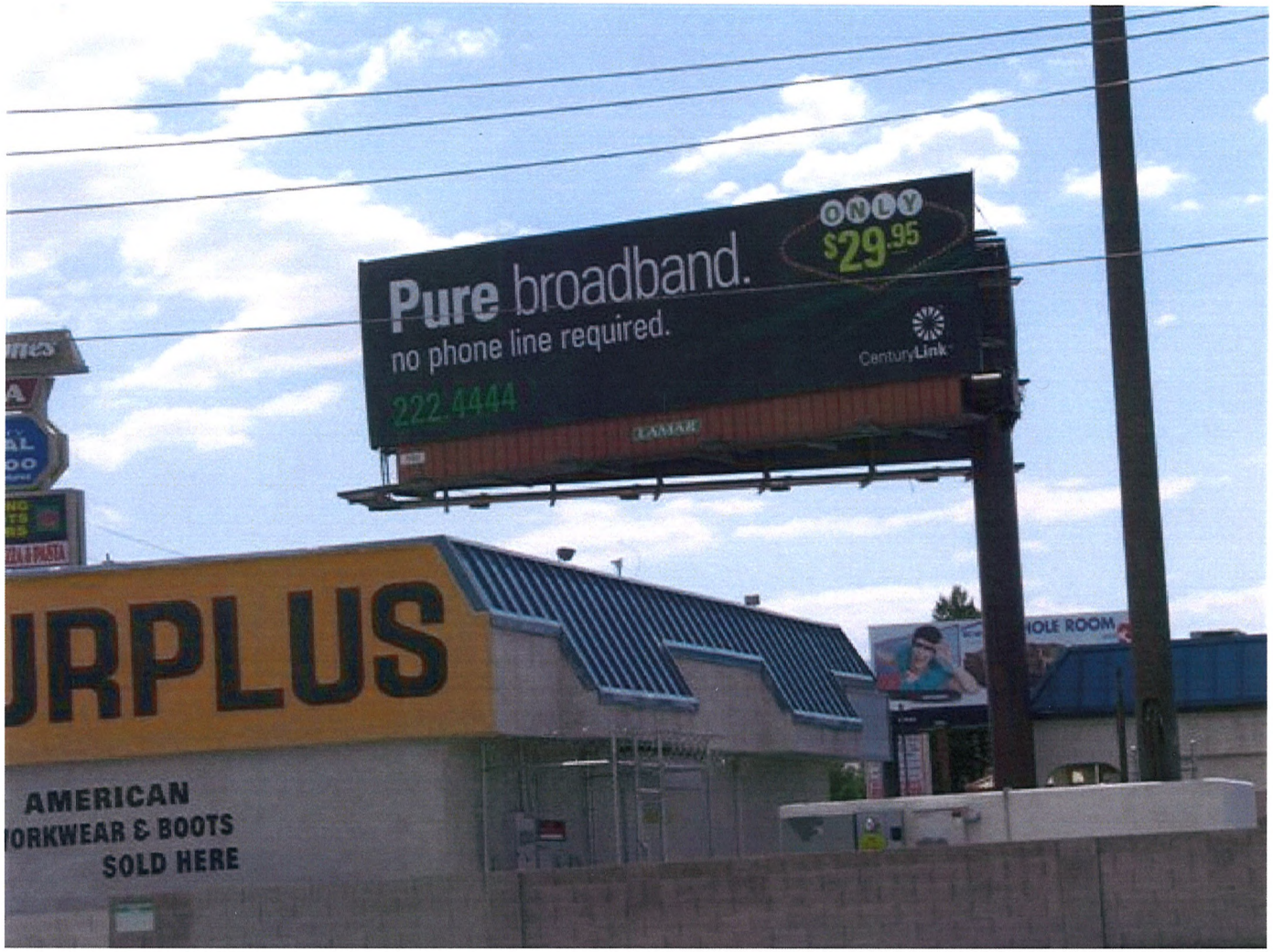

RQR-22271 EAST FACE

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RQR-39215

RQR-22271 WEST FACE

RQR-39215

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RQR-39215 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: 7-ELEVEN, INC.
6070 WEST SAHARA AVENUE

08/19/10

RQR-39215 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: 7-ELEVEN, INC.
6070 WEST SAHARA AVENUE

08/19/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

October 9, 2007

Mr. John Thompson
7-Eleven, Incorporated
P.O. Box 711
Dallas, Texas 75221

RE: RQR-22271 – REQUIRED REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007

Dear Mr. Thompson:

The City Council at a regular meeting held September 5, 2007 APPROVED the Required Two Year Review of an approved Special Use Permit (U-0315-94), WHICH ALLOWED A 40 FOOT-TALL 14-FOOT x 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6070 West Sahara Avenue (APN: 163-01-401-010), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. All of the supporting structure shall be repainted, as required by the Planning and Development Department, within 30 days of final approval of this review by the City Council. Failure to perform the required painting may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

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RQR-39215

5. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Naftzger
Lamar Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

Ms. Stephanie Allen
KKBR&F
3800 Howard Hughes Parkway, Suite #700
Las Vegas, Nevada 89169

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RQR-39215

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

July 12, 2004

Mr. John Thompson
7 Eleven, Inc.
PO Box 711
Dallas, Texas 75221

RE: RQR-4238 - REQUIRED TWO YEAR REVIEW
CITY COUNCIL MEETING OF JULY 7, 2004

Dear Mr. Thompson:

The City Council at a regular meeting held July 7, 2004 APPROVED the request for Required Two Year Review of an approved Special Use Permit (U-0315-94), WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6070 West Sahara Avenue (APN: 163-01-401-010), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 8, 2004. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

CITY OF LAS VEGAS
400 STEWART AVENUE
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18112-001-6/04

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RQR-39215

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the off-premise advertising sign.

5. All City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Stacey Campbell

Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

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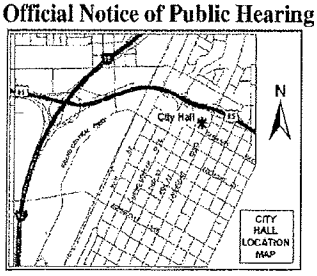
AUG 17 2010

Oct 12 2010 2:06PM HP LASERJET FAX 7028730965 p.1

10/12/2010 TUE 12:44 [TX/RX NO 8397] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-39215
City Council Meeting of 10/20/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT08 2010
MAILED FROM ZIP CODE 89101

JONES S 300 L P
5353 W DESERT INN RD #1107
LAS VEGAS NV 89146-7944

APN#16311504003

2010 OCT 12 P 2:53

CITY CLERK

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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: **RQR-39215 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: 7-ELEVEN, INC.**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010*.

Signature — 9/17/10 Date

Scott Nafziger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

RECEIVED
SEP 17 2010

Steve Gebeke
Planning Supervisor
Case Planning Division

15

Sep 13 2010 11:46AM HP LASERJET FAX p.1
7028730965

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41[4]
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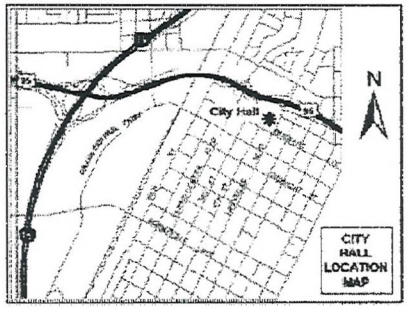
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-39215
Planning Commission Meeting of 9/23/2010

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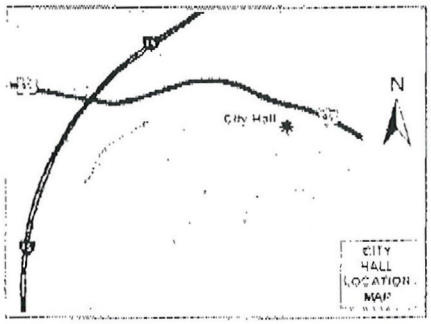
SEP 13 2010

Case: RQR-39215
16311504002
JONES S 300 L P
5353 W DESERT INN RD #1107
LAS VEGAS NV 89146-7944

15P

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.

RQR-39215
Planning Commission Meeting of 9/23/2010

Case RQR-39215
16301401011
DUCKS LAKE L L C
2860 AUGUSTA DR
LAS VEGAS NV 89109-1549

RECEIVED
SEP 13 2010

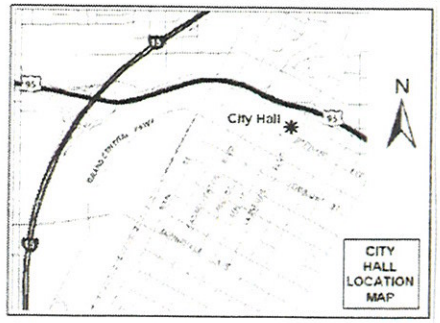
15P

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 SEP 10 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.

RQR-39215

Planning Commission Meeting of 9/23/2010

RECEIVED
SEP 21 2010

Case: RQR-39215
16312110019
DREILING JANICE M
2643 RED ROCK ST BLDG 5 #102
LAS VEGAS NV 89146-5322

15P

2860 Augusta Drive
Las Vegas, Nevada 89109
September 21, 2010

Las Vegas Planning Commission
RQR-39215

Dear Commissioners:

I am the manager and owner of Sahara Jones Plaza, and sold the corner property in 1985 to Southland Corporation for the Seven-Eleven development.

Southland and I have an agreement that they will not modify their property or place any signage without my approval. They ignored this agreement when they approached the Planning Commission to build this sign originally.

This sign is highly detrimental to the struggling businesses behind it in that it obscures them and creates a visual barrier. The sign is unrelated to the Seven-Eleven retail business, and is not appropriate in this location.

I respectfully request that this sign not be approved for renewal, in the interests of the businesses behind this sign.

David Mulkey, M.D., Manager
379-3641

Faxed to 385-7268

RECEIVED
SEP 21 2010

15 P

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

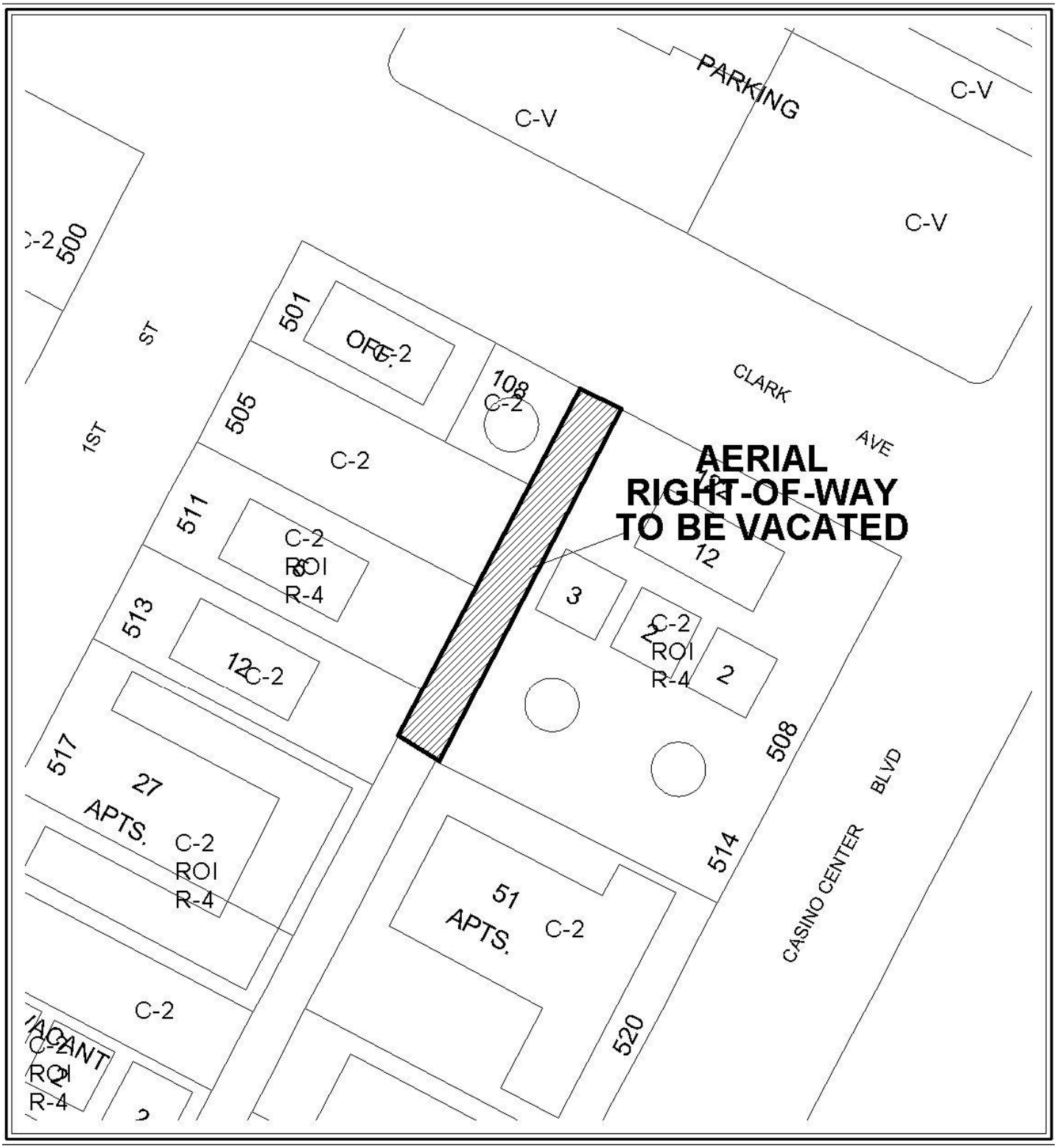
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-39145 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Petition to Vacate the aerial right-of-way for a portion of an existing 20-foot wide public alley located between Clark Avenue and Bonneville Avenue, and between 1st Street and Casino Center Boulevard, Ward 3 (Reese). The Planning Commission (6-0 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 (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



0 50 100 Feet

CASE: VAC-39145

N

0 50 100 Feet

CASE: **VAC-39145**

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-39145	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

VAC-39145 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as the aerial right-of-way beginning at 16 feet above the highest point of the roadway to be constructed along the 20-foot wide alley located between Clark Avenue and Bonneville Avenue and between 1st Street and Casino Center Boulevard.

2. The Bonneville-Clark Master Agreement between the City and the Forest City companies shall be executed, and the conditions therein complied with prior to or concurrent with recordation of the Order of Vacation.

3. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

4. All development shall be in conformance with code requirements and design standards of all City Departments.

MH

5. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

6. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

Staff Report Page One
October 20, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

- This application is a petition to Vacate the aerial right-of-way for a portion of an existing 20-foot wide public alley located between Clark Avenue and Bonneville Avenue, and between 1st Street and Casino Center Boulevard. The requested vacation is a required step in order to complete the second phase of the Bonneville – Clark Downtown Connector. Staff recommends approval, with conditions as the requested action will not impede current or future traffic flow in the downtown area. If denied, the Bonneville – Clark Connector will not be able to move forward, as designed.

ISSUES

- This Vacation is required to accommodate the second phase of the Bonneville – Clark Connector

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/23/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #21/mh).

Most Recent Change of Ownership
There is no deed associated with this request as it pertains to aerial rights-of-way.

Related Building Permits/Business Licenses
There are no building permits or business licenses associated with this request.

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 for this type of request, nor was one held.

Field Check	
08/19/2010	A field check was performed by staff with the following observations: • The site to be vacated is located within the northern half of a public alley that terminates at Clark Avenue.

Details of Application Request
Site Area
This request is to vacate the aerial right-of-way.

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Right-of-Way (Public Alley)	Right-of-Way (Public Alley)	Right-of-Way (Public Alley)
North	Right-of-Way (Clark Avenue)	Right-of-Way (Clark Avenue)	Right-of-Way (Clark Avenue)
South	Right-of-Way (Public Alley)	Right-of-Way (Public Alley)	Right-of-Way (Public Alley)
East	Apartments	C (Commercial)	R-4 (High Density Residential)
West	Office/ Undeveloped/ Apartments	C (Commercial)	C-2 (General Commercial)/ R-4 (High Density Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District – Office Core	X		Y
A-O (Airport Overlay) District – 200 Feet	X		Y
Live/Work Overlay District	X		Y
Trails		X	NA
Rural Preservation Overlay District		X	NA
Las Vegas Redevelopment Plan Area		X	NA
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

LEGAL DESCRIPTION

The above is legally described as being a portion of a 20-foot wide alley right-of-way granted in block 10 of that subdivision known as "Clark's Las Vegas Townsite" on file in the Office of the County Recorder, Clark County Nevada in Book 1 of Plats, at Page 37, lying within the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada. Excepting therefrom, all areas falling below an elevation of 2,042 feet, being a point a minimum of 18 feet above the highest crown elevation of the "Bonneville Clark Oneway Couplet Phase 1" improvement plans, between Bonneville Avenue and Clark Avenue, as shown on City of Las Vegas Drawing Number 107v5201. Containing 3,498 square feet measured two dimensionally, more or less, as determined by computer methods.

ANALYSIS

If approved, the requested Vacation will remove the aerial right-of-way for a portion of an existing 20-foot wide public alley located between Clark Avenue and Bonneville Avenue, and between 1st Street and Casino Center Boulevard. This is needed in order to accommodate the separation of the pedestrian right-of-way from the vehicular component of the one-way collector. If denied, the completed design for the Collector would have to be resubmitted at significant cost in scheduling and construction.

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? *N/A as it is to vacate the aerial right-of-way above the alley.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, the alley is being replaced by a full roadway connecting Clark Avenue to Bonneville Avenue.*

C. Does it appear that the vacation request involves only excess right-of-way? *Yes, technically. This vacation will eliminate City interests in the right-of-way beginning roughly 16 feet above the future roadway.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, it is in conjunction with the City's Bonneville-Clark connector project.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? *No.*

G. Does the Department of Public Works have an objection to this vacation request? *No.*

NOTICES MAILED 2 (By City Clerk)

APPROVALS 0

PROTESTS 0

MH

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-39145** APN: _____

Name of Property Owner: CITY OF LAS VEGAS

Name of Applicant: CHERI EDELMAN

Name of Representative: BART ANDERSON

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: Cheri Edelman

Print Name: Cheri Edelman

Subscribed and sworn before me

This 9th day of August, 2010

Rosana G. Cogle

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ROSANA G. COGLE
Appt. No. 96-27148-1
My Appt. Expires May 16, 2014

RECEIVED
AUG 10 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VACATION OF AERIAL RIGHT-OF-WAY

Project Address (Location) A PORTION OF A PUBLIC ALLEY BOUNDED BY 1st St., CLARK AVE., CASINO CENTER, & BONNEVILLE

Project Name BONNEVILLE - CLARK COUPLET **Proposed Use** AERIAL PARCEL

Assessor's Parcel #(s) 139-34-302-009; **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER CITY OF LAS VEGAS **Contact** CHERI EDELMAN

Address 400 E. STEWART AVE. **Phone:** 229-5926 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address _____

APPLICANT CHERI EDELMAN **Contact** _____

Address 400 E. STEWART AVE **Phone:** 229-5926 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address _____

REPRESENTATIVE BARTON T. ANDERSON **Contact** _____

Address _____ **Phone:** 229-2198 **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Cheri Edelman

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Cheri Edelman

Subscribed and sworn before me

This 8th day of August, 20 10.

Kevin Cerny

Notary Public in and for said County and State

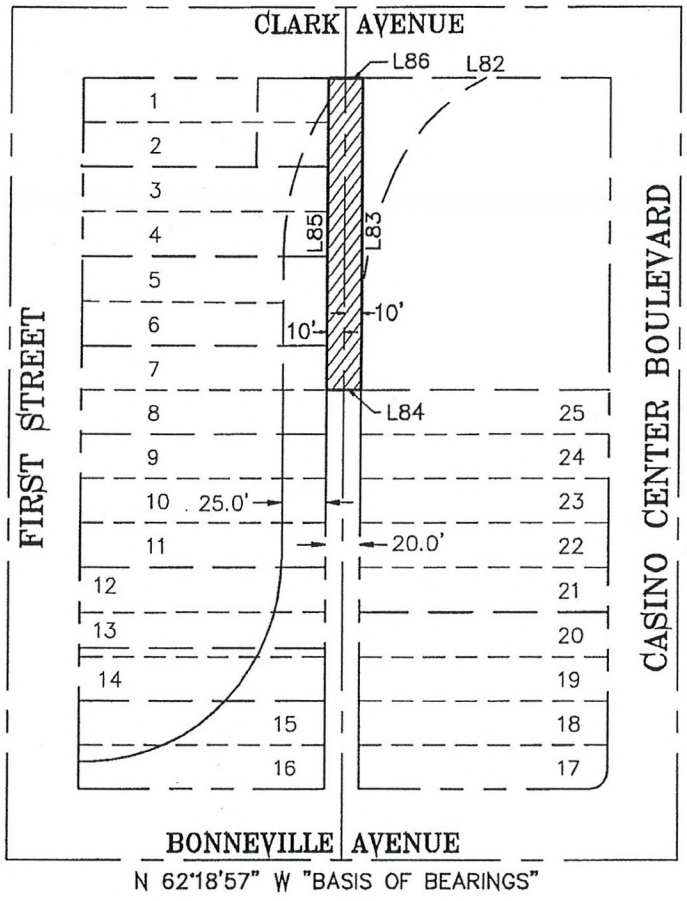
RECEIVED
AUG 10 2010
City of Las Vegas

KEVIN CERNY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90775-1
MY APPT. EXPIRES JULY 29, 2012

FOR DEPARTMENT USE ONLY

Case #	VAC-39145
Meeting Date:	9/23/10
Total Fee:	$1000.00
Date Received:*	8-10-10
Received By:	J Fruend

*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.



N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L82	S62°21'45"E	139.99'
L83	N27°40'14"E	174.95'
L84	S62°19'46"E	20.00'
L85	N27°40'14"E	174.94'
L86	S62°21'45"E	20.00'

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF BLOCK 10 OF
"CLARK'S LAS VEGAS TOWNSITE"
IN MAP BOOK 1, PAGE 37

CITY OF LAS VEGAS – SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: EXHIBIT
DRAWN BY: HJB
CHECKED BY: ARR
DATE: 06/28/2010

RECEIVED
AUG 10 2010
City of Las Vegas

VAC-39145 - APPLICANT/OWNER: CITY OF LAS VEGAS
BETWEEN CLARK AVENUE AND BONNEVILLE AVENUE, BETWEEN 1st STREET AND CASINO CENTER BOULEVARD

08/19/10

VAC-39145 - APPLICANT/OWNER: CITY OF LAS VEGAS
BETWEEN CLARK AVENUE AND BONNEVILLE AVENUE, BETWEEN 1st STREET AND CASINO CENTER BOULEVARD

08/19/10

VAC-39145 - APPLICANT/OWNER: CITY OF LAS VEGAS
BETWEEN CLARK AVENUE AND BONNEVILLE AVENUE, BETWEEN 1st STREET AND CASINO CENTER BOULEVARD

08/19/10

VAC-39145 - APPLICANT/OWNER: CITY OF LAS VEGAS
BETWEEN CLARK AVENUE AND BONNEVILLE AVENUE, BETWEEN 1st STREET AND CASINO CENTER BOULEVARD

08/19/10

To whom it may concern:

We request a Petition for Vacation of aerial right-of-way for a portion of an existing public alley located between Clark Avenue and Bonneville Avenue, and between 1st Street and Casino Center Boulevard. This petition is in accordance with the terms of the Bonneville-Clark Connecter Master Agreement between the City of Las Vegas and FC Vegas 39, LLC (the Agreement).

Approval of this petition will facilitate the continued development of the Bonneville-Clark connector project, and supports the City's redevelopment efforts in the downtown area as described in the Agreement.

Thank you,

Barton T. Anderson,
Project Manager, Development Coordination
City of Las Vegas, Department of Public Works

VAC-39145

RECEIVED
AUG 10 2010
City of Las Vegas

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

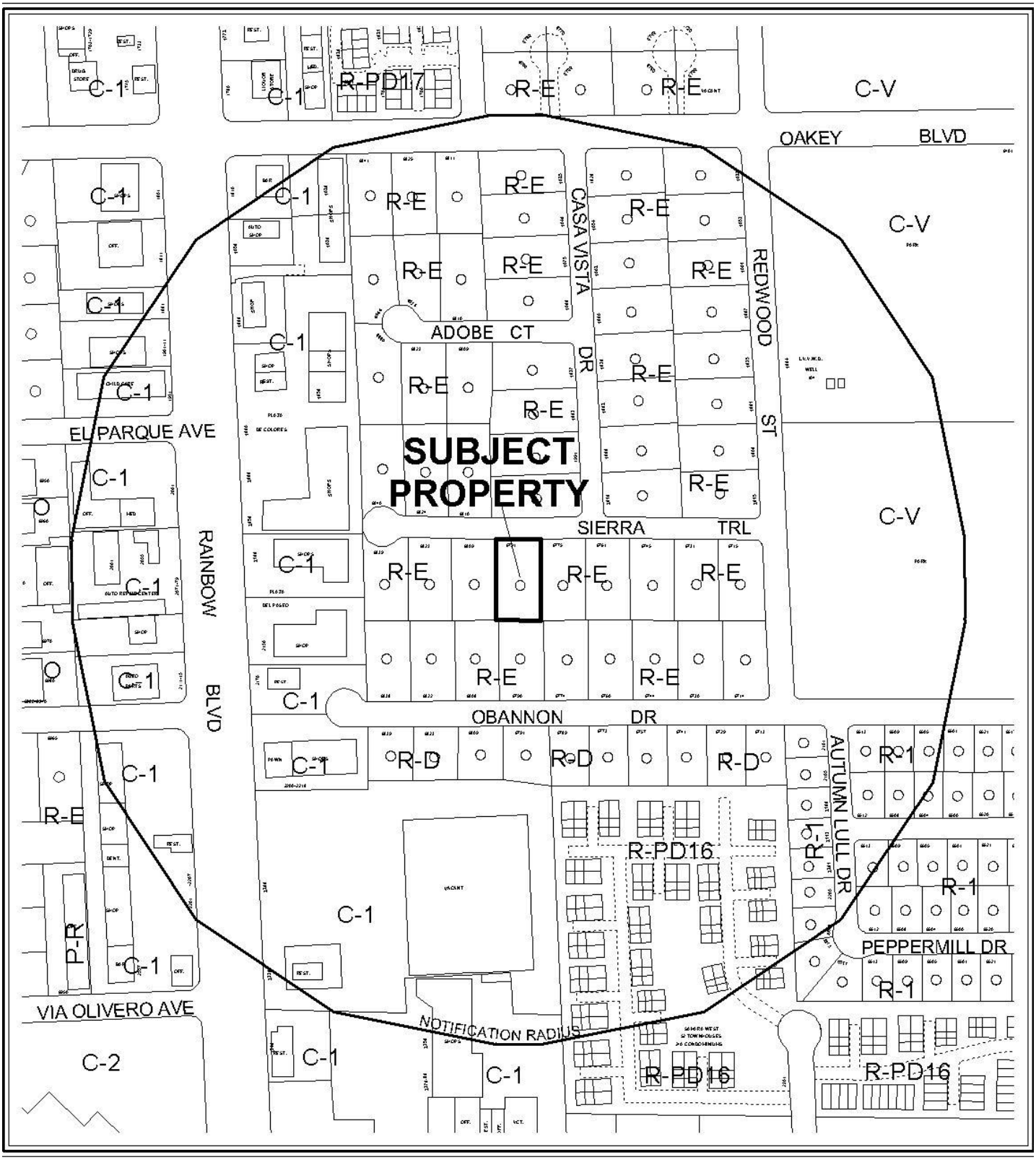
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**4**
City Council Meeting	**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
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the May 27, 2010 Planning Commission Meeting Item VAR-37831



0 300 600 Feet

CASE: **VAR-37831**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

0 300 600 Feet

CASE: **VAR-37831**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: SANDRA LIPPINCOTT

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 15, 2010 CITY COUNCIL MEETING AT THE REQUEST OF APPLICANT

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-37831	Staff recommends DENIAL, if approved subject to conditions:	

**** CONDITIONS ****

VAR-37831 CONDITIONS

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the proposed structure. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department within 60 days of final approval.

3. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 20, 2010 – City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow an existing 316 square-foot Accessory Structure (Class II) with a zero-foot side yard setback where three feet is required at 6791 Sierra Trail. The accessory structure was built without a permit. As a result, a self-imposed hardship was created by building the Accessory Structure (Class II) that does not meet code requirements for building setback along the east property line. Therefore, staff recommends denial. If denied, the accessory structure will have to be relocated in order to meet the requirements of Title 19 standards prior to obtaining the necessary building permits.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/28/86	The City Council approved the request for Annexation (A-0009-85) of land containing approximately one thousand four hundred seventy acres, generally located south of Charleston Boulevard, between Torrey Pines Drive and Fort Apache Road. The Planning Commission and staff recommended approval of the request.
08/31/09	A Code Enforcement case (#81402) was processed for an outbuilding in violation of the side property line setback requirements. The building is zero feet from the property line. The case is currently open.
05/27/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #31/rg).
07/07/10	The City Council requested that this item be held in abeyance to the August 18, 2010 City Council meeting.
08/18/10	The City Council voted to hold this item in abeyance to the September 15, 2010 City Council meeting.
09/15/10	The City Council voted to hold this item in abeyance to the October 20, 2010 City Council meeting.

Most Recent Change of Ownership	
04/15/77	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/20/76	A building permit (B76-7048) was issued by Clark County for a Single Family Residence at 6791 Sierra Trail.
01/08/96	A building permit (#96000488) was issued for a reroof at 6791 Sierra Trail. The project was completed on 02/05/96.

Pre-Application Meeting	
03/29/10	A pre-application meeting was held with the applicant where elements of submitting for Variance for an Accessory Structure (Class II) to allow a zero-foot side yard setback were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting. • A one hour fire rating wall and eaves are required when a structure is less than 5 feet from the property line, per the Building and Safety Department representative.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	Staff conducted a site visit and noted a well maintained single family residential lot.

Details of Application Request	
Site Area	
Net Acres	0.47

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
South	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)
West	Single Family Residence	R (Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.08.040, the following development standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	20,360 SF	Y
Min. Lot Width	100 Feet	105 Feet	Y
Min. Setbacks (Accessory Structure)			
• Front	Not Allowed	N/A	N/A
• Side (W)	3 Feet	93 Feet	Y
• Side (E)	3 Feet	0 Feet	N
• Rear	3 Feet	16 Feet	Y
Min. Distance Between Buildings	10 Feet	58 Feet	Y

ANALYSIS

The property is within the Rural Preservation Overlay District of the Title 19.06 Special Purpose and Overlay District. This site meets the requirement and existing accessory structure will not increase the density. Lot coverage does not apply in the R-E (Residence Estates) district.

The Accessory Structure (Class II) was constructed on the site without a building permit, and is the subject of an open Code Enforcement case (#81402). The accessory structure has a setback along the east property line of zero feet. Per Title 19.08.040 (B)(1)(d)(i): "Detached accessory structures (excluding patio covers) in the rear yard area must be located a minimum distance of three feet from the side and rear property lines." The structure is fixed to the ground and cannot be moved without the reconstruction of the structure in order to meet setback requirements. Staff recommends denial of this request because no evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by building the Accessory Structure (Class II) that does not meet code requirements for building setback along the east property line. Reconstruction of the Accessory Structure (Class II) at the proper setback would allow conformance to the Title 19 requirements.

FINDINGS (VAR-37831)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by building the Accessory Structure (Class II) that does not meet code requirements for building setback along the east property line. Reconstruction of the Accessory Structure (Class II) at the proper setback would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION
There was one neighbor in opposition at the Planning Commission hearing. A petition was submitted.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

NOTICES MAILED 109 (By City Clerk)

APPROVALS 5

PROTESTS 9

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37831** APN: 163-02-311-006

Name of Property Owner: Sandra Lippincott

Name of Applicant: Same

Name of Representative: Brent and Patricia Conrad

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Sandra Lippincott

Print Name: Sandra Lippincott

Subscribed and sworn before me

This 26 day of March, 20 10

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEVIN J. MACKEY
Appt. No. 05-97015-1
My Appt. Expires April 28, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Sandra Lippincott

Project Address (Location) 6791 Sierra Trail L.V., NV.

Project Name Shed **Proposed Use** Storage

Assessor's Parcel #(s) 163-02-311-006 **Ward #** 1

General Plan: existing X proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage N/A **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Sandra Lippincott **Contact** _____

Address 6791 Sierra Trail **Phone:** 873-4369 **Fax:** _____

City Las Vegas **State** NV. **Zip** 89146

E-mail Address _____

APPLICANT same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Brent + Patricia Conrad **Contact** 379-3060 / 400-3261

Address 5336 Elkhorn Road **Phone:** 645-0969 **Fax:** 656-3556

City LAS Vegas **State** NV **Zip** 89131

E-mail Address wbc12@cox.net

Property Owner Signature* Sandra Lippincott

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name SANDRA LIPPINCOTT

Subscribed and sworn before me

This 26 day of March, 20 10.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KEVIN J. MACKEY
Appt. No. 05-97015-1
My Appt. Expires April 28, 2013

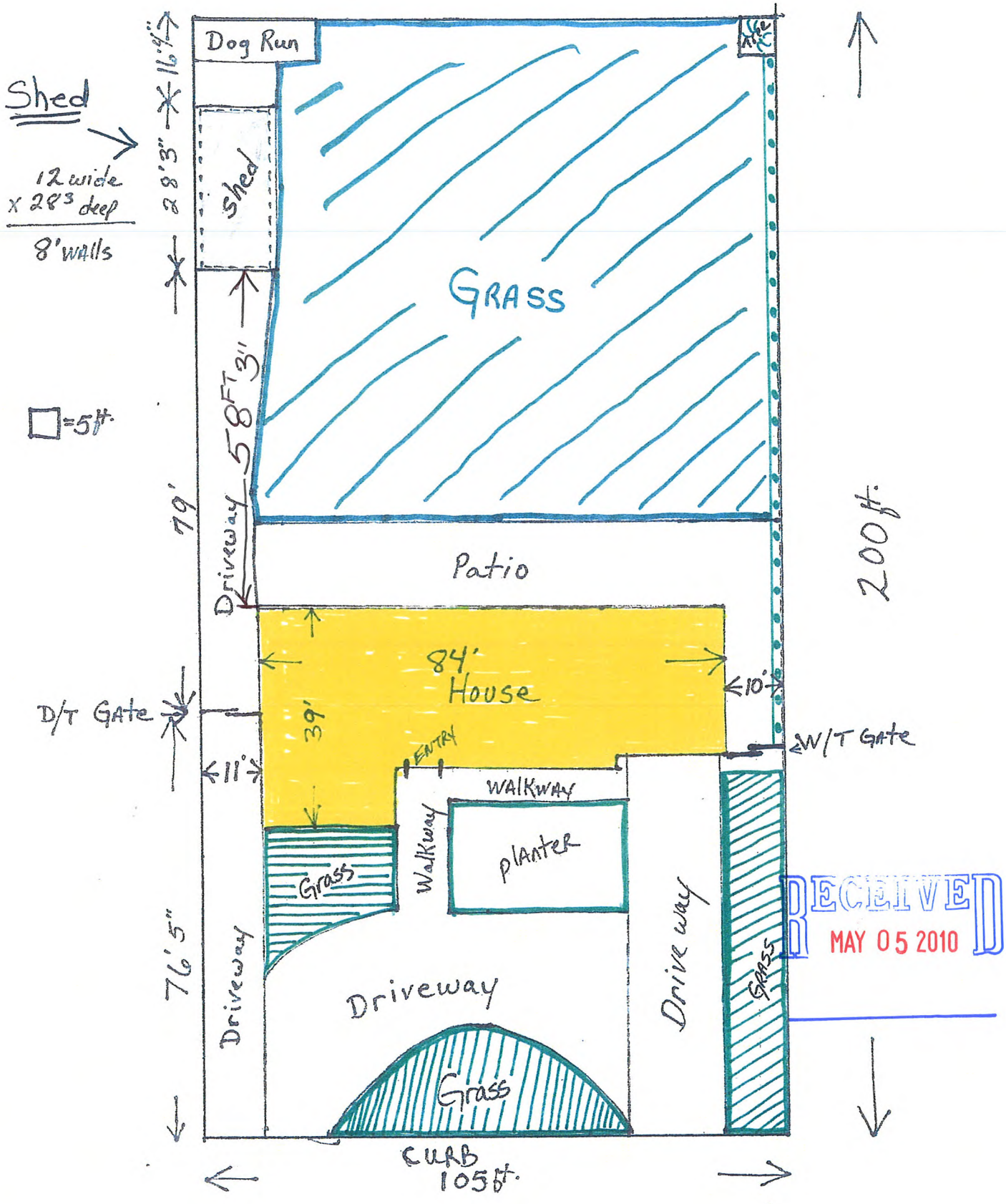
FOR DEPARTMENT USE ONLY

Case #	VAR-37831
Meeting Date*	05/27/10
Total Fee:	$830.00
Date Received:*	04/01/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

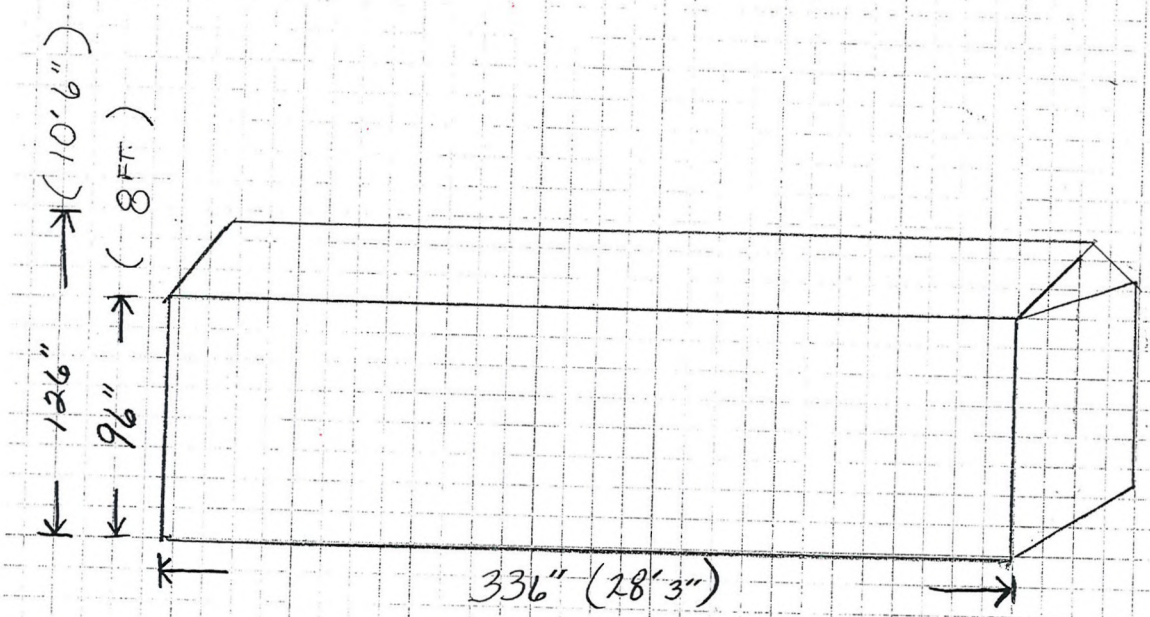


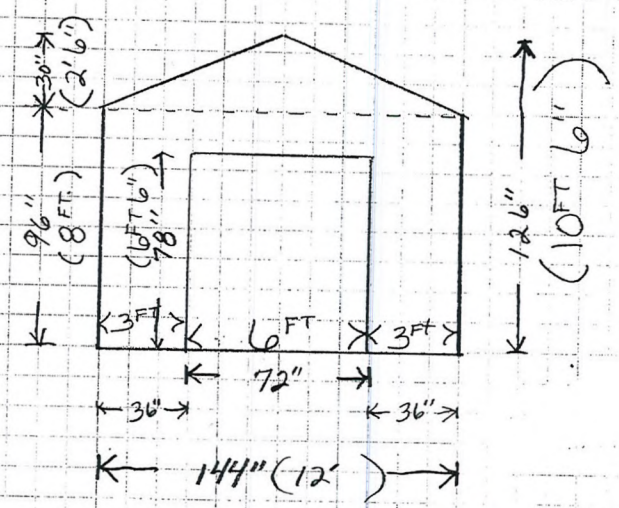
RECEIVED
MAY 05 2010

VAR-37831
REVISED

Shed @ rear of property

Stucco sided
Grey tile roof





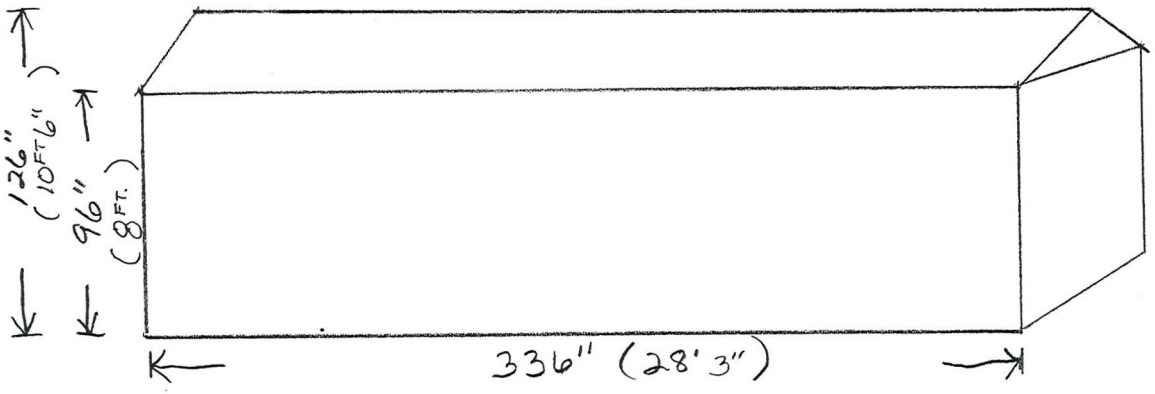
RECEIVED
MAY 05 2010

VAR-37831
REVISED

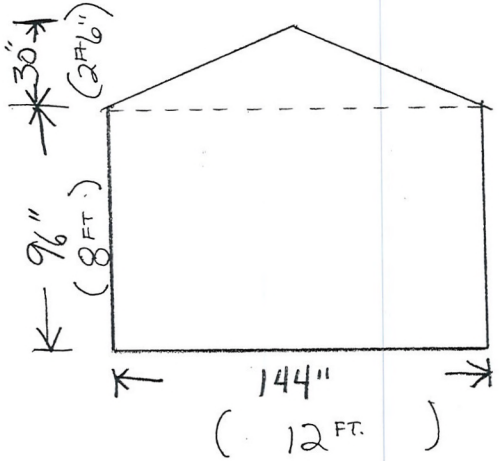
Stucco Sided
Tile Roof

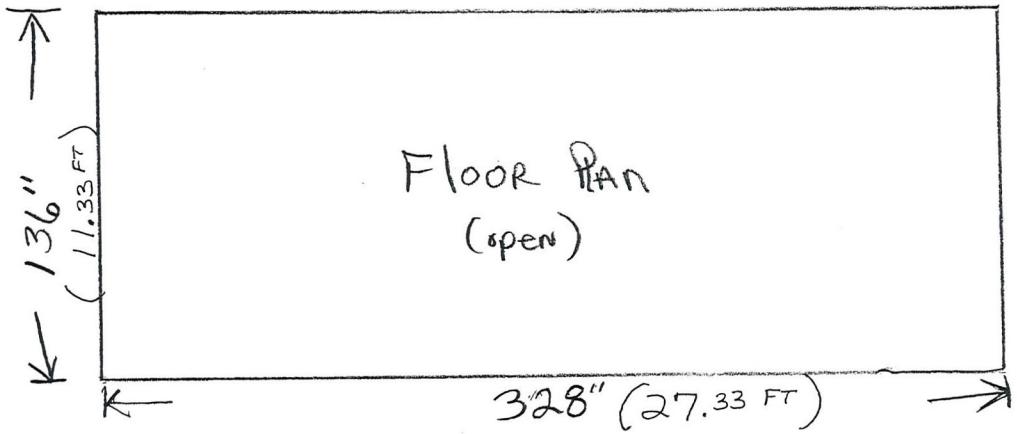
Shed @ Rear of property

EAST Side



South side





RECEIVED
MAY 05 2010

VAR-37831
REVISED

RECEIVED
APR 09 2010

VAR-37831

RECEIVED
09 2010

VAR-37831

VAR-37831 - APPLICANT/OWNER: SANDRA LIPPINCOTT
6791 SIERRA TRAIL

04/22/10

VAR-37831 - APPLICANT/OWNER: SANDRA LIPPINCOTT
6791 SIERRA TRAIL

04/22/10

March 31, 2010

RE: 6791 Sierra Trail
Las Vegas, NV

To City of Las Vegas,

While I am representing my mother Sandra Lippincott, in regards to the existing storage facility located on her property, we have learned that a variance is needed to keep this building in compliance with the City of Las Vegas. The building has been located in the southeast corner of her property since 1979. My father had the shed built back when the parcel was located in the County, but has since been annexed into the City. We have searched for a copy of the original permit to no avail, and due to the fact that he passed away in 2005, have little doubt that we will find it. I understand that a neighbor has filed a complaint regarding this matter, but knowing he has lived next door for 19 years with no mention of disapproval, cannot understand why at this time his has made a complaint. We are trying to correct this matter by requesting a variance. The shed has been improved since originally built, by adding stucco finish and a tile roof to match the new roof and siding of the main home structure. We did find the copy of the permit issued by the City of Las Vegas when my father had the home reroofed in 1996, therefore showing he was the type of person to do things by correct standards.

We feel that asking my mother to have the shed moved to a different location on the property would cause her further financial hardship, as she has not the income to do so. Any suggestions regarding this matter would greatly be appreciated.

Thank you for your help,

Patricia L Conrad

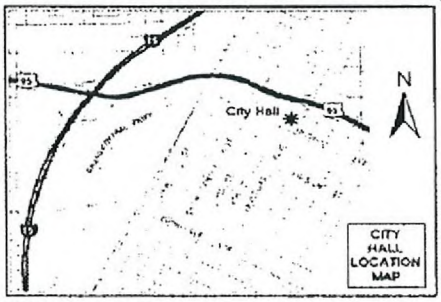
Patricia Conrad

702-400-3261

RECEIVED
APR 01 2010
VAR-37831

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37831
City Council Meeting of 7/7/2010

RECEIVED
CITY CLERK
2010 JUN 30 A 10:54

LANDSBERGER BRIAN J & DONG M
6775 SIERRA TRL
LAS VEGAS NV 89146-2907

APN#16302310029

We oppose the requested code variance, VAR-37831.

The request for variance was made without any documented compelling reasons why the code could not be followed. To our knowledge, the petitioner did not submit any documentation that complying with the code would impose any hardship or unreasonable difficulty. In fact, we have documentation showing that a local business could easily move the building at a reasonable price to comply with setback code.

The petitioner has provided no documentation that removal of the building would have any substantial effect on their use and enjoyment of the property.

The request for a variance is premature since, if granted, the building may still require major rectification making the variance unnecessary. The building was constructed without a permit, and the foundation does not comply with code. Remedying the foundation will require removing the building from the slab. In that case the foundation and building can be placed with proper setback at no additional cost.

Among all neighborhood properties, our property is the most negatively affected by the variance. Our west property line is the east property line of 6791 Sierra Trail and the accessory structure is directly on 28 ft of that line. We maintain that the large building is an illegal infringement on our use and enjoyment of our property. We maintain the code has a legitimate purpose is appropriate in this case and should be upheld.

Brian J Landsberger 30 June 2010
Brian & Landsberger

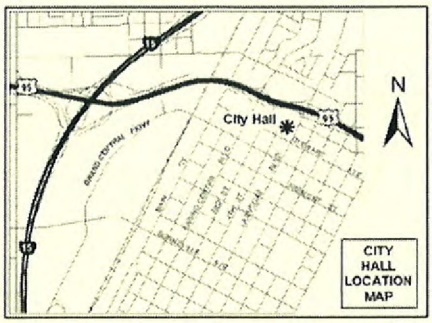
Submitted after final agenda
Date 6/30/10 Item 94

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 JUN 24 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



I adamantly oppose this request for a variance.
Ronald E. Werth 6/26/2010

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 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

RECEIVED CITY CLERK 2010 JUN 29 A 11:32

Please use available blank space on card for your comments.

VAR-37831
City Council Meeting of 7/7/2010

WERTH RONALD E & ANITA F
6715 SIERRA TRL
LAS VEGAS NV 89146-2907

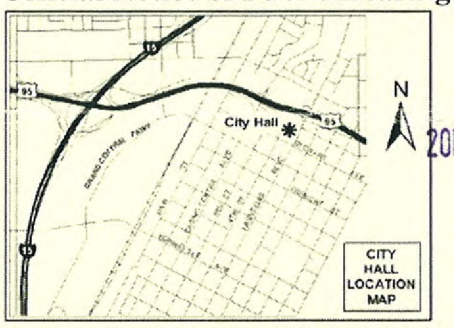
APN#16302310033

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 JUN 24 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
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.

VAR-37831
City Council Meeting of 7/7/2010

– Why make the laws if they aren't enforced?!?

JOHNSON FAMILY TRUST
JOHNSON GARY A & MARY JANE TRS
P O BOX 80063
LAS VEGAS NV 89180-0063

APN#16302310009

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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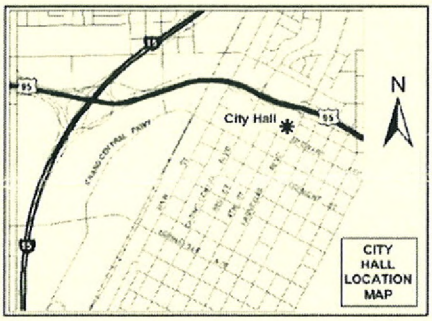
$ 00.41⁴
JUN 24 2010
MAILED FROM ZIP CODE 89101

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.

VAR-37831
City Council Meeting of 7/7/2010

this community has always had a required set-back - please keep this in place.

Janet Abney

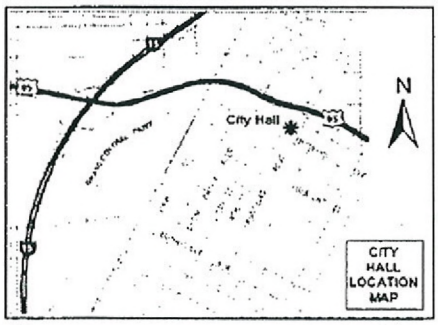
RECEIVED
CITY CLERK
2010 JUN 29 A 11:34

ABNEY JANET T LIVING TRUST
ABNEY JANET T TRS
6823 ADOBE CT
LAS VEGAS NV 89146-2920

APN#16302310012

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37831
City Council Meeting of 7/7/2010

RECEIVED
CITY CLERK
2010 JUN 29 P 4:39

SHAW DANNY E & KAREN L
1961 REDWOOD ST
LAS VEGAS NV 89146-2912

APN#16302310023

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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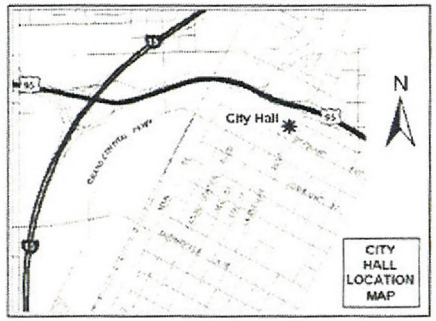
0004279218
$ 00.41⁴
MAY 14 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37831

Planning Commission Meeting of 5/27/2010

RECEIVED
MAY 24 2010

Case: VAR-37831

16302310009
JOHNSON FAMILY TRUST
P O BOX 80063
LAS VEGAS NV 89180-0063

CANCEL ALSO

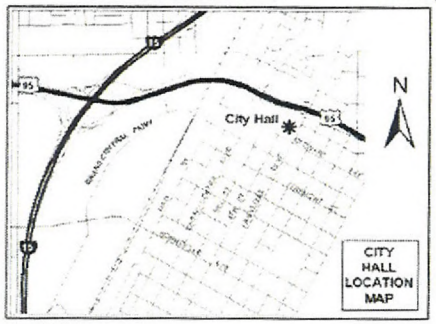
Submitted after final agenda
Date
Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If we let these variances go thru - we will have no control over keeping our neighborhood as required by the set-backs.

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.

LOTS ARE LARGE ENOUGH to accomodate the required set backs.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37831

Planning Commission Meeting of 5/27/2010

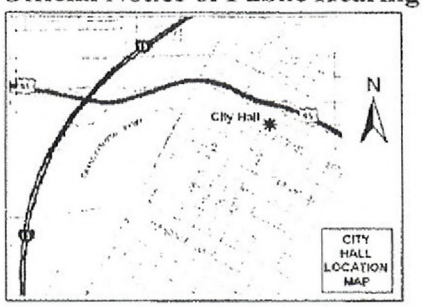
Case: VAR-37831
16302310012
ABNEY JANET T LIVING TRUST
6823 ADOBE CT
LAS VEGAS NV 89146-2920

RECEIVED
MAY 25 2010

Submitted after final agenda
Date
Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37831

Planning Commission Meeting of 5/27/2010

Case VAR-37831
16302310029
LANDSBERGER BRIAN J & DONG M
6775 SIERRA TRL
LAS VEGAS NV 89146-2907

We oppose the requested code variance, VAR-37831.

Among all neighborhood properties, our property is the most negatively affected by the variance. Our west property line is the east property line of 6791 Sierra Trail and the accessory structure is directly on 28 ft of that line.

The structure in its current location is detrimental to the appearance of our backyard.

The structure in its current location likely lowers the resale value of our property.

We request that the code be enforced, and that within a reasonable time, the structure be either removed, moved or rebuilt so as to comply with all current codes.

Brian J Landsberger Dong M Landsberger 20 May 2010

RECEIVED
MAY 20 2010

Submitted after final agenda
Date Item 31 P

Neighborhood Signature Request
Re: Sandra Lippincott
6791 Sierra Trail Las Vegas, NV

Support

The following signatures represent neighbors whom have found no disturbance regarding the shed located in the rear yard of Mrs. Lippincott's residence. The shed in question does not impose, disrupt or disturb, in any way, the neighbors who have signed below.

Name	*Date*
Diego Montes	11-17-09
2011 CASAVISTA DR.	702-221-7623.
TERESita CHilotta	702-368-4205
6809 SIERRA TRail	11-17-09
6790 O'Bannon Tori Gallagher Patrick Gallagher	11-17-09

Submitted at Planning Commission

Date 5/5/2010 Item 31

252-4243 David Swallows

Nick Foskaris

339-3837 DANA

2780 El Camino 960-0546

after 2pm

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

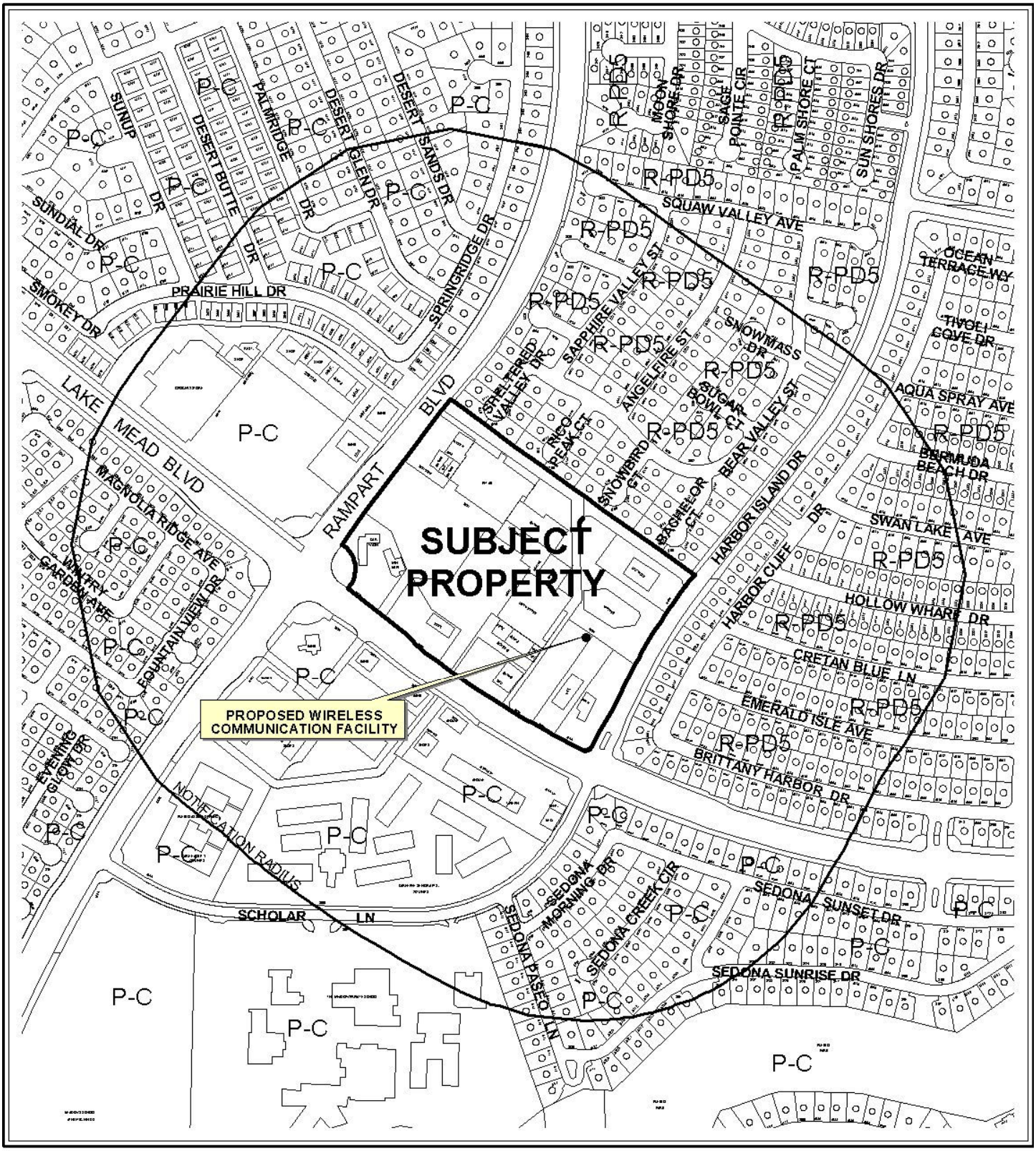
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-36142 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**47**	**Planning Commission Mtg.**	**3**
City Council Meeting	**64**	**City Council Meeting**	**3**

RECOMMENDATION:
The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Abeyance Request Letter Submitted by WFI on behalf of Verizon Wireless
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Appeal memo filed by WFI on behalf of Verizon Wireless
8. Protest Postcards/Petition
9. Backup referenced from the November 5, 2009 Planning Commission Meeting Item SUP-36142



0 500 1000 Feet

CASE: **SUP-36142**

RADIUS: 1000 FT

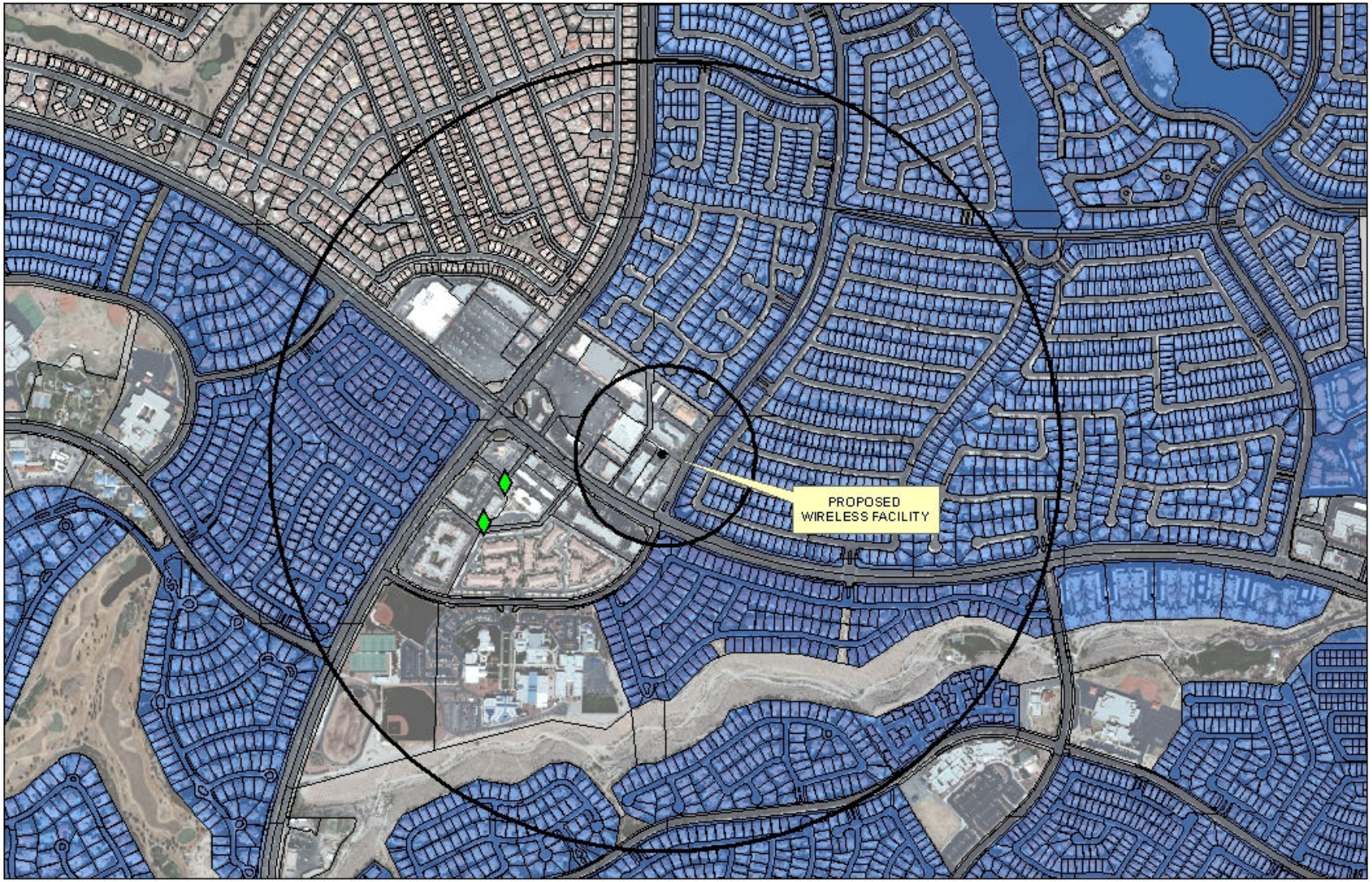
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

CASE: **SUP-36142**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-36142

Cell Tower Locations

Non-Stealth

Stealth

Subject Cell Tower

Residential Property

600ft &
1/2 mile Buffer

N

0 600 1,200 2,400 Feet

WFI

October 6, 2010

City of Las Vegas
City Clerk
400 Stewart Ave.
First Floor
Las Vegas, NV 89101

VIA FAX: 382-4803

RE: Verizon Wireless SUP 36142- Request for Abeyance
8430 W. Lake Mead Blvd. APN 138-20-611-006
Wireless Communication Facility

Verizon Wireless, applicant for Special Use Permit 36142, wishes to hold SUP 36142 in abeyance until the November 17th, 2010 City Council meeting. This SUP is currently scheduled for the October 20th meeting.

This abeyance is requested for additional time to explore additional designs for the project and work with property owners.

Sincerely,

Melissa Gibson

Melissa Gibson
Site Acquisition Specialist
WFI, representing Verizon Wireless
7030 Smoke Ranch Rd.
Las Vegas, NV 89128
(702) 338-2299
melissa.gibson@wfinet.com

RECEIVED
OCT - 6 2010

cc: Councilman Anthony's office
Debbie Sullivan- Planning and Development

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING OF: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 18, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-36142	Staff recommends DENIAL.	

** CONDITIONS **

SUP-36142 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Wireless Communication Facility, Stealth Design use.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been approved for the Wireless Communication Facility. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The Wireless Communication Facility and its associated equipment and shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications cupola and its associated equipment and facility.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. The proposed wireless communications facility shall not be located within the public right of–way or interfere with Site Visibility Restriction Zones. The proposed ground mounted base shall not be located within existing or proposed public sewer or drainage easements.

Staff Report Page One
October 20, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 70-foot tall Wireless Communication Facility, Stealth Design (Monopalm) at 8430 West Lake Mead Boulevard. The proposed Wireless Communication Facility will be located in the rear of the subject site. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request. If the application is denied, the proposed Wireless Communications facility will have to be redesigned or relocated to comply with Title 19.

ISSUES

- The proposed Wireless Communication Facility, Stealth Design (Monopalm) complies with all Title 19.04 Minimum Special Use Requirements for the proposed use

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
06/10/87	The City Council approved a request for an Annexation (A-0020-86) of approximately 5,637 acres, generally located on the south side of Cheyenne Avenue, west of Buffalo Drive. The Planning Commission recommended approval of the request.
03/01/89	The City Council approved a request for a Rezoning (Z-0003-89) from N-U (Non-Urban) to R-PD5 (Residential Planned Development – 5 Unit Per Acre) and C-1 (Limited Commercial) for a proposed retail stores, offices, hotel, single-family and multi-family residential uses on property located north of Lake Mead Boulevard between Rampart Boulevard and Buffalo Drive. The Planning Commission recommended approval of the request.
01/25/94	The Board of Zoning and Adjustment approved a request for a Special Use Permit (U-0284-93) to allow a Minor Automotive Service and Repair Facility at 8430 West Lake Mead Boulevard. The approval was appealed by South Shores HOA after consideration of the appeal, the City Council denied the Special Use Permit on 07/06/94.
01/12/98	The City Council Tabled a request for a Special Use Permit (U-0119-97) for a Liquor Establishment (Off-Premise Consumption) on property located on the north side of Lake Mead Boulevard, approximately 850 feet east of Rampart Boulevard. The Planning Commission recommended approval of the request.

09/15/04	The City Council approved a request for a Site Development Plan Review (SDR-4654) for a 8,400 square-foot Office / Retail building and a Waiver from the six-foot foundation landscaping requirement located adjacent to the north side of Lake Mead Boulevard approximately 270 feet west of Harbor Island Drive. The Planning Commission recommended approval of the request.
01/18/06	The City Council approved a request for a Site Development Plan Review (SDR-10097) for a proposed 13,551 square-foot Office building and Waivers of building placement standards; parking lot, perimeter, and foundation landscaping standards; and to allow a 4.5-foot side yard setback where 10 feet is the minimum setback required at 8430 West Lake Mead Boulevard. The Planning Commission recommended approval of the request.
10/02/06	A Code Enforcement case (#46773) was processed for large trailer obstructing the view of west bound traffic. Code Enforcement closed the case on 10/04/06.
09/16/09	The Planning and Development Department denied a request for a Minor Site Development Plan Review (SDR-35452) to remove four (4) antennas currently located on a monument sign and relocate them to a new 70-foot tall Wireless Communication Facility, Stealth Design (Monopalm) located at 8430 West Lake Mead Boulevard.
11/05/09	The Planning Commission voted 5-2/ke, bg to recommend DENIAL (PC Agenda Item #47/jb).
Related Building Permits/Business Licenses	
09/21/06	A building permit (#6006000) was issued for a office building Certificate of Completion at 8430 West Lake Mead Boulevard. This permit was completed on 09/12/07.
	A building permit (#6005999) was issued for On-site Improvements at 8430 West Lake Mead Boulevard. This permit was expired on 03/24/07.
	A building permit (#6006002) was issued for a Trash Enclosure at 8430 West Lake Mead Boulevard. This permit was completed on 08/09/07.
10/04/06	A building permit (#6006255) was issued for water / sewer at 8430 West Lake Mead Boulevard. This permit received a final inspection on 03/13/07.
06/21/07	A building permit (#7002030) was issued for a Sign at 8430 West Lake Mead Boulevard. This permit was expired on 12/22/07.
01/29/08	A building permit (#7002030) was issued for a Wall Sign at 8430 West Lake Mead Boulevard. This permit was expired on 08/02/08.
Pre-Application Meeting	
09/11/09	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Wireless Communication Facility, Stealth Design were discussed. Topics included: • Title 19 Zoning Code requirements • Application Materials and Documents • Meeting Dates and Deadlines

Neighborhood Meeting
A Neighborhood Meeting is not required for this application, nor was one conducted.

Field Check	
10/01/09	A field check was conducted by staff. A well maintained retail development was observed.

Details of Application Request	
Site Area	
Gross Acres	0.99 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
South	Commercial Development	VC (Village Center)	P-C (Planned Community)
East	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)
West	Commercial Development	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other than Listed	11,182 SF	1:300	38	-	48	2	Y
Dental Office	2,366 SF	1:200 < 2,000 SF, plus 1:175 > 2,000 SF	12				
Subtotal	13,548 SF		48	2	48	2	
TOTAL	13,548 SF		50		50		

ANALYSIS

This is a request for a Special Use Permit for a 70-foot, Wireless Communication Facility, Stealth Design (Monopalm) in the rear of the subject site. The proposed location of the Wireless Communication Facility will eliminate a parking space and parking lot island located in the northeast corner of the subject property, reducing the available on-site parking to the minimum 50 parking spaces requirement. The applicant has also proposed to remove four communication antennas currently located within a monument sign at 8420 West Lake Mead Boulevard, and re-locate them to the new 70-foot Wireless Communication Facility (Monopalm). In addition, the applicant is proposing to add five (5) antennas to the proposed facility, bringing the total number of antennas on the new structure to nine (9); three sectors with three antennas each. The proposed design will allow for the existing communication antennas to be moved from their current exposed location to a more concealed design, reducing their profile. The proposed location of the Wireless Communication Facility, Stealth Design (Monopalm) is compatible with the surrounding commercial and single-family residential uses. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future surrounding land uses; therefore, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed land use can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses, as projected by the General Plan.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of the 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."**

   Site access is provided from Lake Mead Boulevard, a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. This street provides adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit will not compromise public health, safety, or welfare as the proposed Wireless Communication Facility, Stealth Design use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Wireless Communication Facility, Stealth Design use complies with the conditions per Title 19.04.

PLANNING COMMISSION ACTION

There were two speakers in opposition of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 596 (By City Clerk)

APPROVALS 6

PROTESTS 111

JB

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-36142** APN: 138-20-611-006

Name of Property Owner: Aries Holdings, LLC

Name of Applicant: Verizon Wireless

Name of Representative: WFI- Melissa Gibson

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: ANDRE MICHAELIAN

Subscribed and sworn before me

This 17th day of September, 2009

Lisa Ann Chadwell

Notary Public in and for said County and State Clark County, Nevada

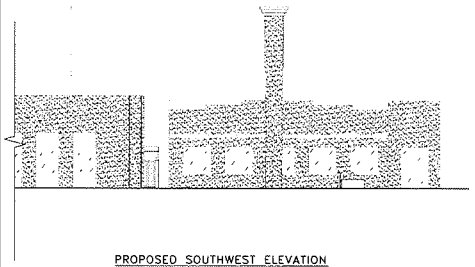
LISA ANNE CHADWELL
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-03-2012
Certificate No: 08-8080-1

verizonwireless

LSV RAMPART

8420 & 8430 W. LAKE MEAD BLVD.
ASSESSOR'S PARCEL NO. # 138-20-611-006 & 138-20-611-007

LAS VEGAS, NEVADA 89128
CLARK COUNTY



PROPOSED SOUTHWEST ELEVATION
SCALE: N.T.S.

70'-0" MONOPALM
ANTENNA RELOCATION

RECEIVED
SEP 22 2009

APPROVED FOR LEASING/ZONING

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SHEET INDEX

SHT	TITLE	REV
T1	TITLE SHEET	0
SP1	SPECIFICATION & PHOTO SHEET	0
SV1	AS-BUILT SURVEY	A
SV2	AS-BUILT SURVEY	A
Z1	SITE PLAN	0
Z2	VERIZON WIRELESS SITE PLANS	0
Z3	ELEVATIONS	0
Z4	CUT SHEETS	0

PROJECT INDEX:

APPLICANT:
VERIZON WIRELESS
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

CONTACT: JIM JOHNSON
PHONE: 702-638-5320

ENGINEERS/DESIGNERS:
TOWERCOM TECHNOLOGIES LLC
767 NORTH STAR RD.
STAR, ID 83669

CONTACT: JASON DICKMAN, PE,SE
PHONE: 208-286-0266

SURVEYOR:
PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101

CONTACT: ROBERT HARRISON
PHONE: 702-212-4016

ZONING/SITE AQ:
WFI INC.
7030 SMOKE RANCH RD
LAS VEGAS, NV 89128

CONTACT: MELISSA GIBSON
SITE ACQUISITION SPECIALIST
PHONE: 702-202-3596
FAX: 702-586-3685
CELL: 702-338-2299

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, UNLESS INDICATED OTHERWISE.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS. THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

BUILDING CODE ANALYSIS (2006 INTERNATIONAL BUILDING CODE):

PROPERTY OWNER:	ARIES HOLDING LLC 413 CANYON GREENS DR LAS VEGAS, NV 89144	E & P PARTNERSHIP 8420 W. LAKE MEAD BLVD LAS VEGAS, NV 89128
ASSESSOR'S PARCEL NO:	138-20-611-006	138-20-611-007
JURISDICTION:	CITY OF LAS VEGAS (PHONE #: (702) 229-5447), DEVELOPMENT SERVICES CENTER 731 SOUTH FOURTH STREET LAS VEGAS, NV 89101	CITY OF LAS VEGAS (PHONE # (702) 229-5447), DEVELOPMENT SERVICES CENTER 731 SOUTH FOURTH STREET LAS VEGAS, NV 89101
OCCUPANCY CLASSIFICATION:	U - UTILITY & MISC (UNOCCUPIED)	
TYPE OF CONSTRUCTION:	TYPE V-A	

ITEM:	REQUIRED/ALLOWED:	PROVIDED:	COMPLIANCE:
FIRE SPRINKLERS:	NO	NO	YES
FIRE ALARM:	NO	YES, ALARMED BACK TO MARKEY SWITCH FACILITY	YES
BUILDING HEIGHT:	UP TO 50'	N/A	YES
BUILDING STORIES:	2	N/A	YES
BUILDING AREA:	UP TO 9,000 SQ FT	N/A	YES
OCCUPANT LOAD:	N/A	N/A	YES
NUMBER OF EXITS:	1	N/A	YES
FIRE RESISTANCE OF EXTERIOR WALLS:	1 HOUR	N/A	YES
FIRE RESISTANCE RATING OF BUILDING ELEMENTS:	1 HOUR	N/A	YES
PROTECTION OF OPENINGS:	N/A	N/A	YES
NON-SEPARATED OR SEPARATED USES	N/A	N/A	YES
ROOF COVERING MATERIAL:	CLASS B	N/A	YES
PLUMBING FIXTURES:	NONE	N/A	YES
SPECIAL INSPECTIONS:	N/A	N/A	YES

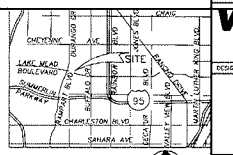
FCC COMPLIANCE:
RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

ADA COMPLIANCE:
THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

ABBREVIATED LEGAL DESCRIPTION:
BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 57, PAGE 19 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA

PROJECT DESCRIPTION:
THIS PROJECT CONSISTS OF THE INSTALLATION OF ONE (1) PROPOSED 70'-0" MONOPALM, AND THE RELOCATION OF THE EXISTING PANEL ANTENNAS FROM EXISTING SIGN.

DRIVING DIRECTIONS:
START: MCCARRAN INTERNATIONAL AIRPORT, NV; DEPART FROM MCCARRAN INTERNATIONAL AIRPORT, NV 0.4 MI; TAKE RAMP LEFT TOWARD ALL TERMINALS / PARKING 0.2 MI; KEEP LEFT TOWARD S SWENSON ST 0.4 MI; BEAR LEFT ONTO S SWENSON ST 0.6 MI; TURN LEFT ONTO SR-593 / E TROPICANA AVE 1.9 MI; TAKE RAMP RIGHT AND FOLLOW SIGNS FOR I-15 NORTH 5.0 MI; AT EXIT 42A, TAKE RAMP RIGHT FOR US-95 / LAS VEGAS EXPY NORTH TOWARD RENO 6.8 MI; AT EXIT 82B, TAKE RAMP RIGHT FOR W LAKE MEAD BLVD TOWARD LAKE MEAD WEST 2.3 MI; ARRIVE AT 8420 W LAKE MEAD BLVD THE LAST INTERSECTION IS SCHOLAR LN IF YOU REACH N RAMPART BLVD, YOU'VE GONE TOO FAR.



VICINITY MAP
SCALE: N.T.S.
NORTH

verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / STAR, IDAHO / EL PASO, TEXAS / LAS VEGAS, NEVADA
TEL: 208-286-0266

PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

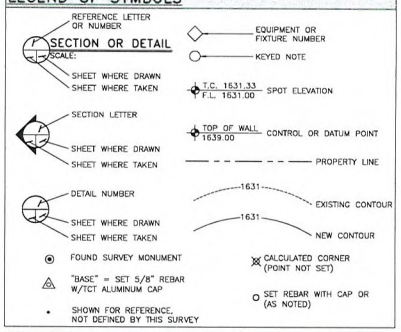
SHEET TITLE:
TITLE SHEET

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: T1

SUP-36142
11/05/09 PC

LEGEND OF SYMBOLS



SYMBOLS USED AS ABBREVIATIONS:

∠ L	ANGLE	⊥	PERPENDICULAR
℄	CENTERLINE	ø	ROUND/DIAMETER
[c	CHANNEL	□	SQUARE
d	PENNY	~	APPROXIMATELY

IBC 2006 STRUCTURAL DESIGN CRITERIA:

1. ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2006 (IBC 2006) AND MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7)
2. ROOF LIVE LOADS: SECTION 1607.11.2 APPLIES
   $L_r = 20R_1R_2$
   $R_1 = 1.0$ ($A_t \leq 200FT^2$)
   $R_2 = 1.0$ ($F \geq 4$)
3. WIND LOADS: SECTION 1609 AND ASCE 7 SECTION 6.4.1 APPLIES
   EXP C, $V_{3S} = 90MPH$
   TOPO CLASS I, BUILDING CLASS II
   HEIGHT & EXPOSURE COEF. = 1.0
   IMPORTANCE FACTOR = 1.0
4. SEISMIC LOADS: SECTION 1613.5.6.2 AND ASCE 7 SECTION 9.5.4 APPLIES
   "SIMPLIFIED ANALYSIS PROCEDURE"
   ASCE 7 SECTION 9.5.2.5.1 SATISFIED.

   SEISMIC USE GROUP I, SITE CLASS D

   $V = \frac{1.2S_{DS}W}{R}$

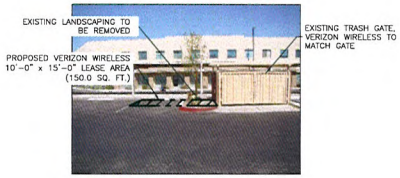
   F_A = SITE COEF. = 1.4
   S_1 = SPECTRAL ACCELERATION = 0.5
   $S_{MS} = F_A S_1 = 0.70$
   $S_{DS} = (2/3)\ S_{MS} = 0.467$

GENERAL PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTORS RESPONSIBILITY
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4. EXCESS SOIL, MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BY REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO INSURE A SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL COORDINATE A CONSTRUCTION LAYDOWN AREA WITH THE PROPERTY OWNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE, 6' HIGH CHAIN LINK FABRIC. THE TEMPORARY FENCE SHALL BE REMOVED AT THE END OF CONSTRUCTION AND THE LAYDOWN AREA RESTORED TO ITS ORIGINAL CONDITION.
7. SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.

VIEW OF PROPOSED CABLE TRAY & CONDUIT ROUTE
(LOOKING NORTHEAST)

VIEW OF PROPOSED CONDUIT ROUTE
(LOOKING NORTHEAST)



VIEW OF PROPOSED VZW LEASE AREA
(LOOKING NORTHEAST)

VIEW OF EXISTING VZW EQUIPMENT VAULT
(LOOKING NORTHEAST)

APPROVED FOR LEASING/ZONING

RECEIVED
SEP 22 2009

SUP-36142
11/05/09 PC

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DESIGNED FOR:
verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:
TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / STAR, IDAHO / EL PASO, TEXAS / LAS VEGAS, NEVADA
Tel: 208-286-0266

PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

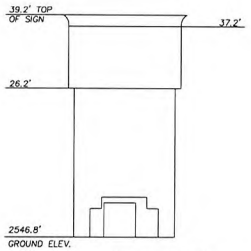
PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:
SPECIFICATION & PHOTO SHEET

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: SP1

GRAPHIC SCALE



EXISTING SIGN ELEVATION

SCALE: 1" = 10'

NOTES/LEGAL

1. A TOPOGRAPHICAL & BOUNDARY SURVEY WAS PERFORMED ON APRIL 14, 2009.

2. NO PRELIMINARY TITLE REPORT, ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR. THIS SURVEY IS BASED ON RECORD INFORMATION SURROUNDING SUBJECT PARCEL. OTHER DOCUMENTS MAY EXIST THAT WOULD AFFECT THIS PARCEL. PIONEER SURVEYS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR UNDISCLOSED MATTERS.

3. THIS "AS BUILT SURVEY" IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION. IT CORRECTLY DEPICTS EXISTING, READILY VISIBLE IMPROVEMENTS AND ABOVE GROUND UTILITIES AND THE BOUNDARY OF THE PARENT PARCEL WAS VERIFIED FROM FIELD AND RECORD INFORMATION. THIS "AS BUILT SURVEY" IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL AND THIS SURVEY WAS DEVELOPED TO SUPPORT THE COMMUNICATIONS FACILITY NAMED HEREON.

4. EXISTING LEASE AREA IS UNDEFINED.

LEGAL

BEING A PORTION OF LOT 1 AS SHOWN IN BOOK 51, PAGE 19 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LANDS AS DESCRIBED IN A GRANT, BARGAIN, AND SALE DEED RECORDED MARCH 18, 2005 AS DOCUMENT No. 20050318, INSTRUMENT No. 03297 OF OFFICIAL RECORDS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

IN ADDITION THOSE LANDS AS DESCRIBED IN A GRANT, BARGAIN, AND SALE DEED RECORDED MARCH 9, 1995 AS DOCUMENT No. 950309, INSTRUMENT No. 00380 OF OFFICIAL RECORDS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

LEGEND

STREET CENTERLINE	
PROPERTY LINE	
ADJOINING PROPERTY LINE	
EXISTING CURB LINE	
EXISTING RIGHT-OF-WAY	
WALL	
BUILDING	
EDGE OF ASPHALT	
RIGHT-OF-WAY	R.O.W.
EXISTING (ABBREVIATION)	(E)
FOUND MONUMENT AS INDICATED	
BOLLARD	
FIRE RISER	
AREA LIGHT	
LANDSCAPE TREE	

BENCHMARK

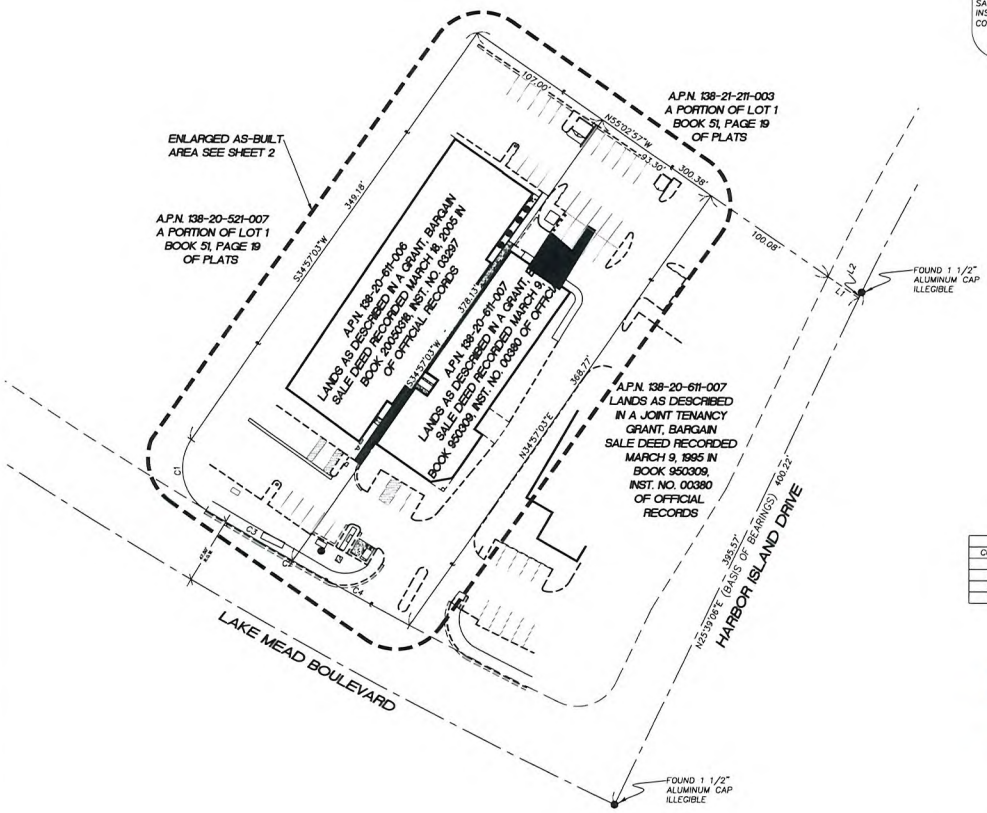
CITY OF LAS VEGAS VERTICAL CONTROL No. OLV0020NE6

BEING A RIVET AND PLATE IN TOP OF CURB AT NORTHWEST CORNER OF LAKE MEAD BOULEVARD AND RAMPART BOULEVARD.

ELEVATION – 779.6882 (METERS) / 2558.03 (U.S. SURVEY FEET)
NORTH AMERICAN VERTICAL DATUM OF 1988

BASIS OF BEARINGS

NORTH 25°39'06" EAST, BEING THE CENTERLINE (TANGENT PORTION) OF HARBOR ISLAND DRIVE LYING NORTHERLY OF LAKE MEAD BOULEVARD AS SHOWN ON THE FINAL MAP OF "SOUTH SHORES CENTER" PLAT BOOK 51, PAGE 19 OF OFFICIAL RECORDS ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.



SITE SURVEY

SCALE: 1" = 40'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°02'57"W	26.35'
L2	N25°39'06"E	4.65'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	9°55'11"	34.50	56.55'	36.94
C2	2°31'59"	3712.50	164.13'	82.08
C3	1°05'09"	3712.50	70.35'	35.18
C4	1°26'50"	3712.50	93.77'	46.89

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11/05/09 PC

VICINITY MAP

NOT TO SCALE

PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101
TEL: (702) 212-4016 FAX: (702) 212-4013

TowerCom Technologies, LLC
4520 Montgomery Blvd. NE
Suite 5
Albuquerque, NM 87109

ISSUED FOR: SURVEY
CURRENT ISSUE DATE: 04/16/09
SCALE: 1" = 40'
JOB NO.: 326LSVRMPART
DWG: 326LSVRAMPRTSRV.DWG
DRAWN BY: NSH / REH

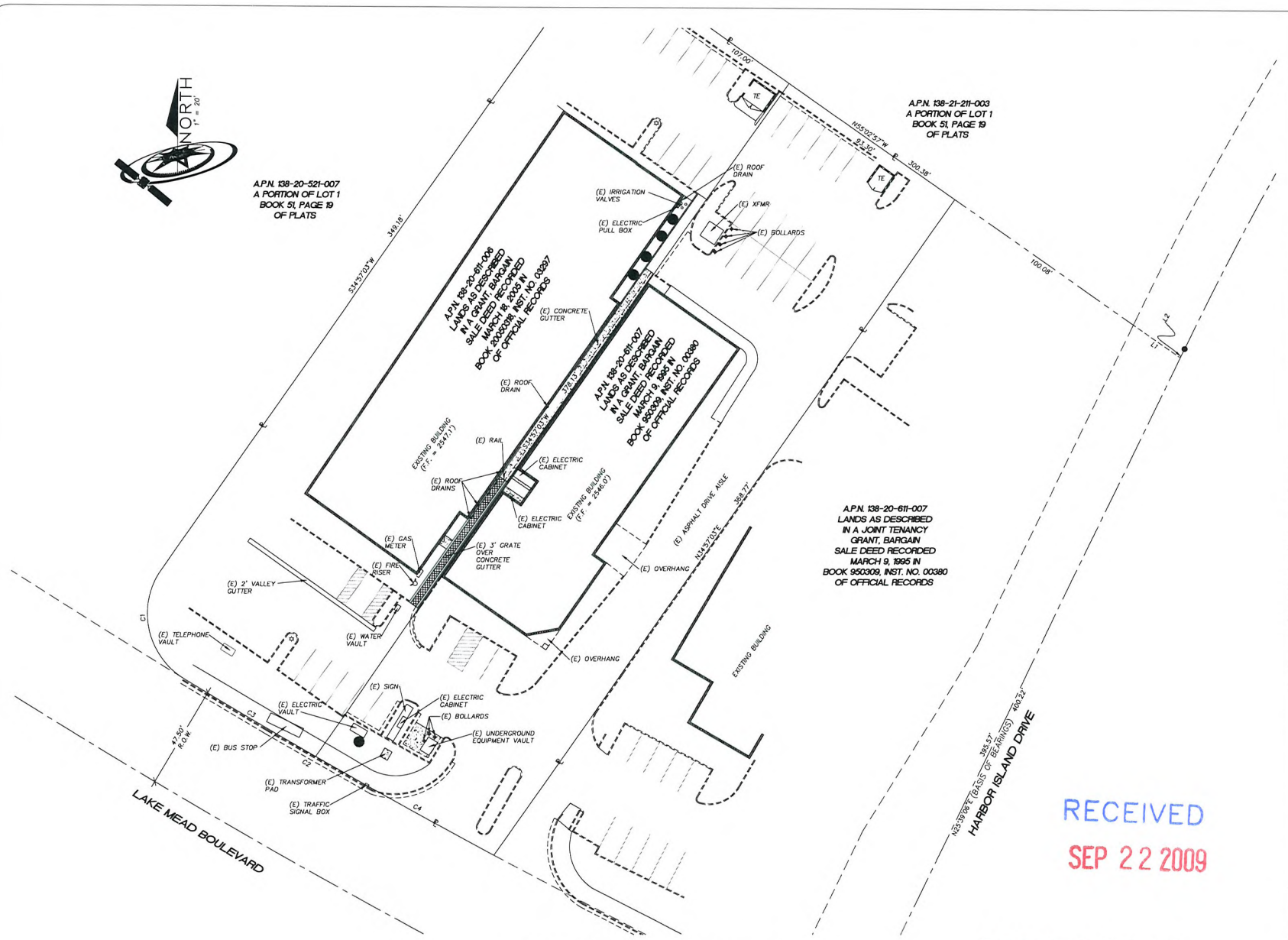
REV. #	DESCRIPTION	DATE

AS-BUILT SURVEY
VERIZON WIRELESS SITE
"LSV RAMPART"
A.P.N. 138-20-611-007
8420 W. LAKE MEAD BLVD
LAS VEGAS, NV 89128

SHEET TITLE: AS-BUILT SURVEY

SHEET NUMBER: SV-1

SHEET 1 OF 2



ENLARGED AS-BUILT AREA
SCALE: 1" = 20'

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11/05/09 PC

PIONEER SURVEYS
808 SOUTH 7TH STREET
LAS VEGAS, NEVADA 89101
TEL: (702) 212-4016 FAX: (702) 212-4013

TowerCom Technologies, LLC
4520 Montgomery Blvd. NE
Suite 1
Albuquerque, NM 87109

ISSUED FOR: SURVEY
CURRENT ISSUE DATE: 04/16/09

SCALE:	1" = 20'
JOB NO.:	326LSV/RMPRT
DWG:	326LSVRMPRTSRV.DWG
DRAWN BY:	NBH /TEH

REV. #	DESCRIPTION	DATE

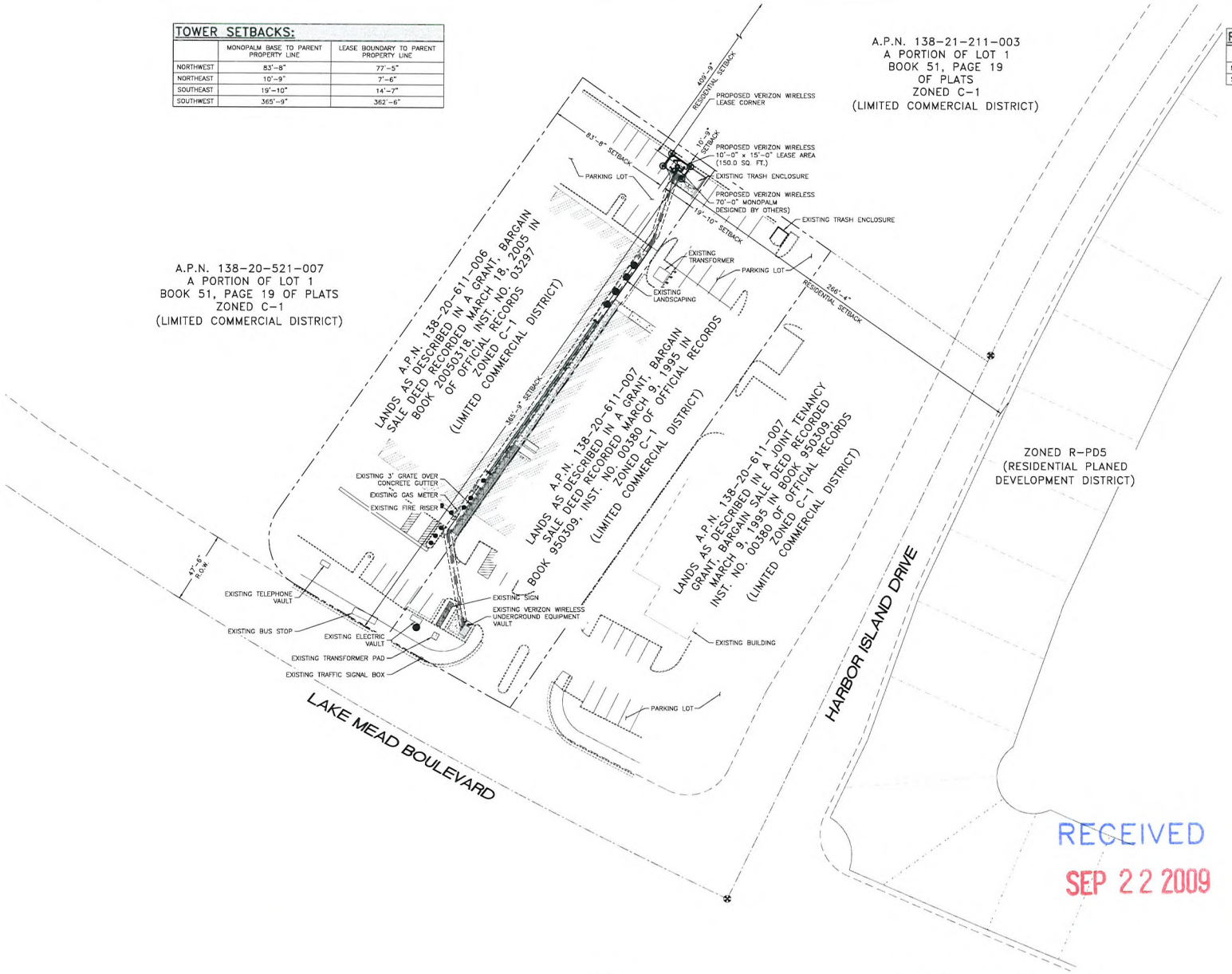
AS-BUILT SURVEY
VERIZON WIRELESS SITE
"LSV RAMPART"
A.P.N. 138-20-611-007
8420 W. LAKE MEAD BLVD
LAS VEGAS, NV 89128

SHEET TITLE: AS-BUILT SURVEY

SHEET NUMBER: SV-2
SHEET 2 OF 2

TOWER SETBACKS:		
	MONOPALM BASE TO PARENT PROPERTY LINE	LEASE BOUNDARY TO PARENT PROPERTY LINE
NORTHWEST	83'-8"	77'-5"
NORTHEAST	10'-9"	7'-6"
SOUTHEAST	19'-10"	14'-7"
SOUTHWEST	365'-9"	362'-6"

RESIDENTIAL SETBACKS:	
BEARING	MONOPALM BASE TO RESIDENTIAL PROPERTY LINE
NORTHEAST	409'-9"
SOUTHEAST	266'-4"



SITE PLAN
SCALE: 1" = 30'
NORTH

APPROVED FOR LEASING/ZONING

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DESIGNED FOR:
verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:
TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / STAR, IDAHO / EL PASO, TEXAS / LAS VEGAS NEVADA
Tel: 208-286-0266

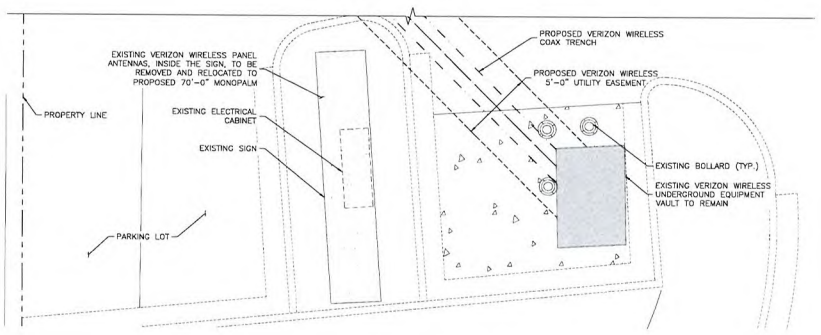
PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:
SITE PLAN

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

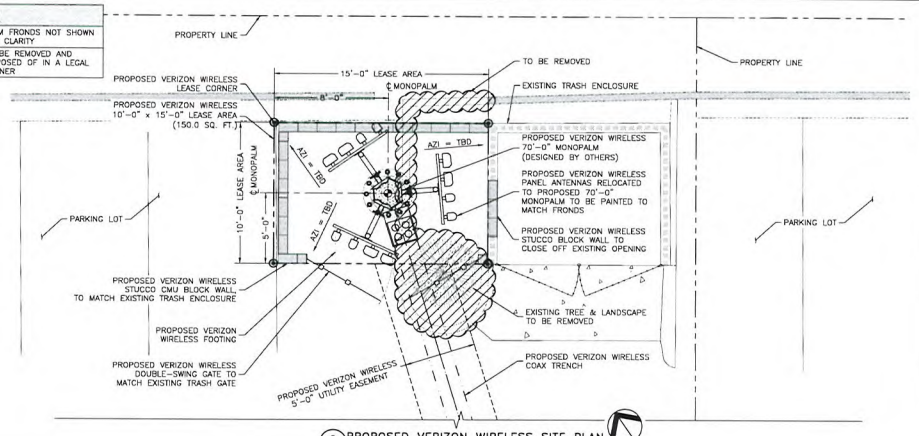
SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: Z1



1 Z2/Z2 EXISTING VERIZON WIRELESS SITE PLAN
SCALE: 1/4" = 1'-0"

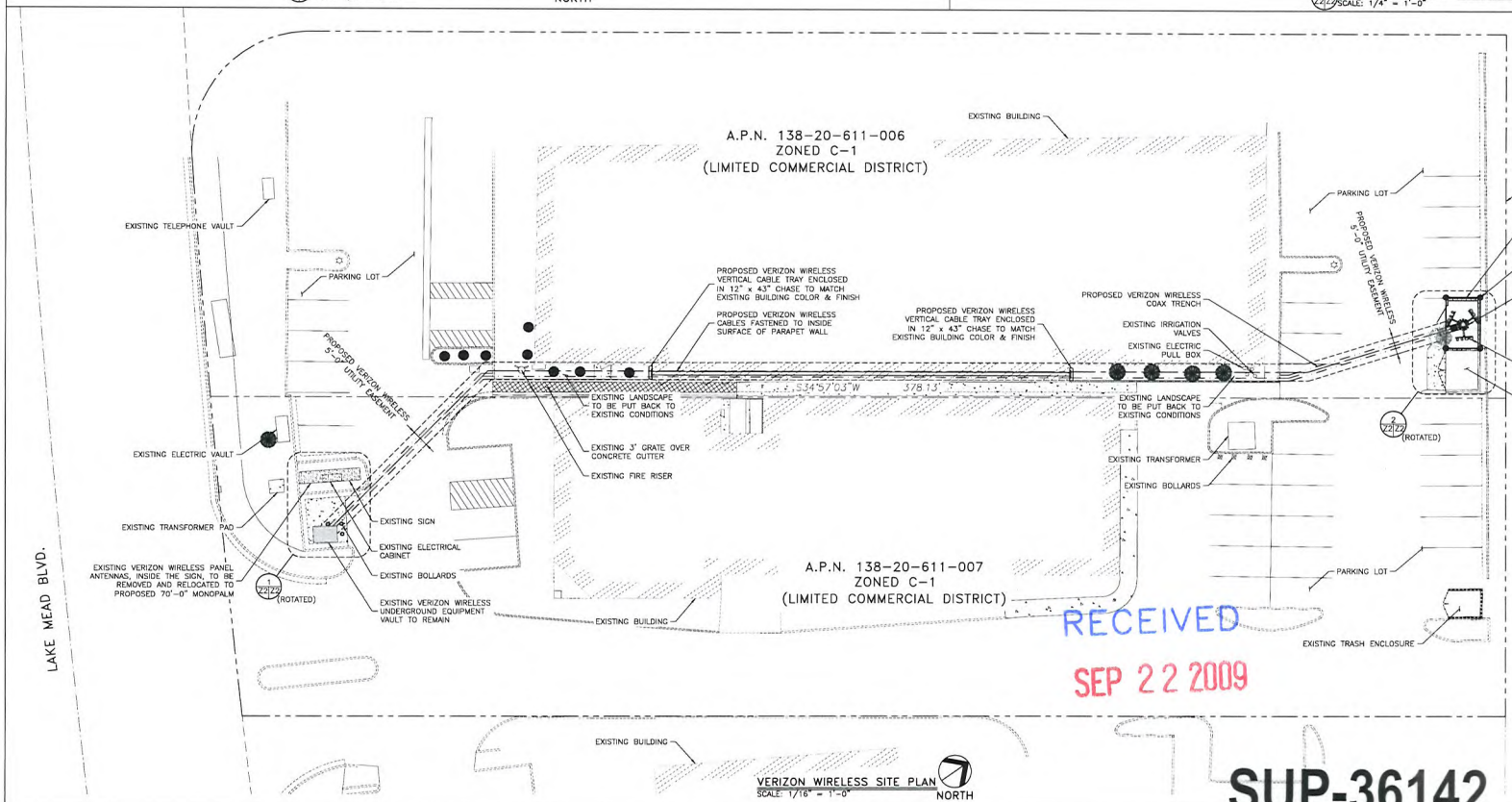
NORTH

NOTE:	
1	PALM FRONDS NOT SHOWN FOR CLARITY
	TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER



2 Z2/Z2 PROPOSED VERIZON WIRELESS SITE PLAN
SCALE: 1/4" = 1'-0"

NORTH



VERIZON WIRELESS SITE PLAN
SCALE: 1/16" = 1'-0"

NORTH

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DESIGNED FOR:
verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:
TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / BOISE, IDAHO / EL PASO, TEXAS / LAS VEGAS, NEVADA
Tel: 208-286-0265

PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:
VERIZON WIRELESS SITE PLANS

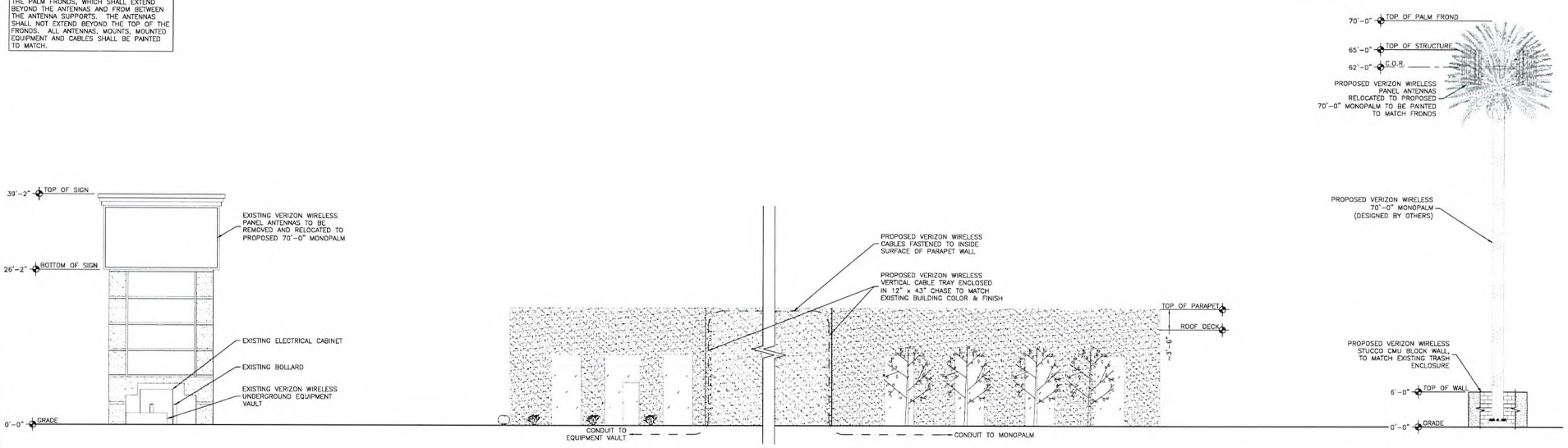
REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: Z2

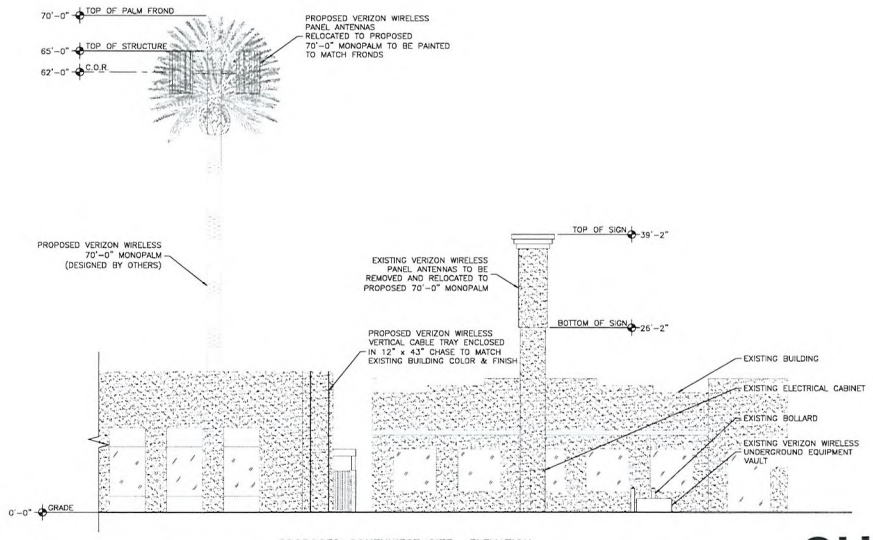
SUP-36142
11/05/09 PC

VISUAL NOTE:

THE ANTENNAS ARE TO BE CONCEALED BY THE PALM FRONDS, WHICH SHALL EXTEND BEYOND THE ANTENNAS AND FROM BETWEEN THE ANTENNA SUPPORTS. THE ANTENNAS SHALL NOT EXTEND BEYOND THE TOP OF THE FRONDS. ALL ANTENNAS, MOUNTS, MOUNTED EQUIPMENT AND CABLES SHALL BE PAINTED TO MATCH.



PROPOSED SOUTHEAST SITE ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED SOUTHWEST SITE ELEVATION
SCALE: 1/8" = 1'-0"

APPROVED FOR LEASING/ZONING

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SEP 22 2009

SUP-36142
11/05/09 PC

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DESIGNED FOR:
verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:
TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / STAR, IDAHO / EL PASO, TEXAS / LAS VEGAS, NEVADA
Tel: 208-286-0266

PROJECT NAME:
LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:
8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:
ELEVATIONS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

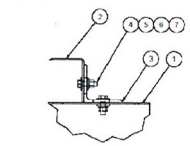
SAVE DATE: 8/4/2009 11:34 AM
SHEET NUMBER: Z3

Parts List

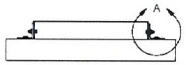
ITEM	QTY	PART NUMBER	DESCRIPTION
1	3	CS5004	PVC ROOF SLEEPER, 8 RUN
2	1	CS5021 01	8 RUN COAX BRIDGE COVER
3	6	CS5020 02	CLIP ANGLE
4	12	GB03125	3/8" X 1 1/4" GALV BOLT
5	12	GN03	3/8" GALV NUT
6	12	GL03	3/8" GALV LOCK WASHER
7	24	GF03	3/8" GALV FLAT WASHER

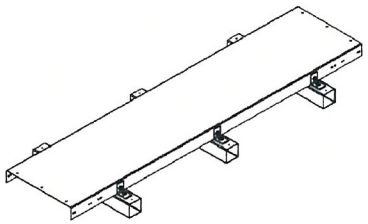
REVISIONS

REV	BY	DATE	DESCRIPTION



DETAIL A





COMPANY CONFIDENTIAL

ROOFTOP COAX BRIDGE KIT, 8 RUN

SPECIALTY MANUFACTURING L.L.C.
5601 SAN FRANCISCO RD NE
ALBUQUERQUE, NM 87109
505.623.1632

CS5021

WLJ		02-12-04	A
EF		02-23-04	
1 OF 1		NO SCALE	111

APPROVED FOR LEASING/ZONING

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DESIGNED FOR:

verizonwireless
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032

DESIGNED BY:

TowerCom TECHNOLOGIES
ALBUQUERQUE, NEW MEXICO / STAR, IDAHO / EL PASO, TEXAS / LAS VEGAS NEVADA
Tel: 208-286-0266

PROJECT NAME:

LSV RAMPART
70'-0" MONOPALM
ANTENNA RELOCATION

PROJECT ADDRESS:

8420 & 8430 W. LAKE MEAD BLVD.
LAS VEGAS, NEVADA 89128
CLARK COUNTY

SHEET TITLE:

CUT SHEETS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR LEASING/ZONING	07/27/09	DWV	WLR

SAVE DATE: 8/4/2009 11:34 AM

SHEET NUMBER: Z4

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11/05/09 PC

February 24, 2009

Photosimulation of view of the equipment area looking east from the parking lot.

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SEP 22 2009

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This photosimulation is based upon information provided by the project applicant. Questions or comments? call 1-877-799-3210 or visit www.photosim.com

Previsualists

February 24, 2009

Photosimulation of view looking northwest from the nearest point along Harbor Island Drive.

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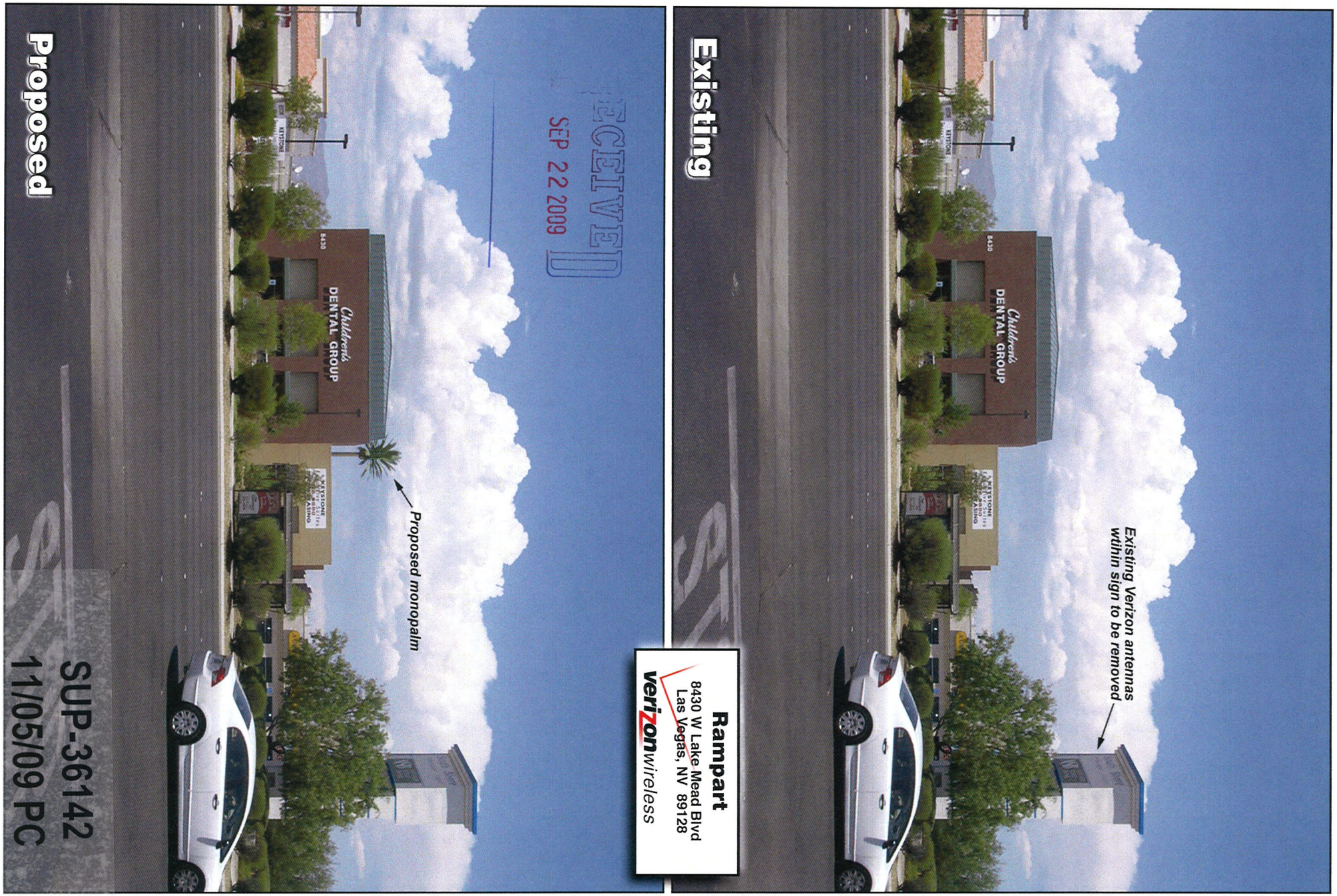
Previsualists

July 30, 2009

Photosimulation of view looking northeast from directly across W Lake Mead Blvd.



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Previsualists Inc. Custom Computer Graphics

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC
8430 WEST LAKE MEAD BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC
8430 WEST LAKE MEAD BOULEVARD
NOVEMBER 5, 2009 PLANNING COMMISSION

10/01/09

August 22, 2009

Mr. Greg Kapovich
City of Las Vegas
Planning & Development
731 Fourth Street
Las Vegas, NV 89101

RE: Verizon "LSV Rampart" Existing Wireless Facility Modification and Proposed new stealth communications tower- Special Use Permit Application
8430 W. Lake Mead Blvd. APN 138-20-611-006

Dear Mr. Kapovich,

On behalf of Verizon Wireless, I respectfully submit the attached application. This project is located on APN 138-20-611-006, a C-1 parcel in use as an office building and dental office. The project also affects an existing wireless site on the adjacent C-1 parcel 138-20-611-007.

Verizon Wireless is proposing to remove the four wireless communication antennas currently located within the monument sign at 8420 W. Lake Mead Blvd. and relocate them to a new seventy foot monopalm. The new tower location is proposed in the rear of the property at 8430 W. Lake Mead Blvd. Verizon is also proposing to add five antennas to the new tower. The total number of antennas on the new tower will be nine; three sectors with three antennas each.

The ground space needed for the tower will utilize one parking space and a small, six foot wide landscape buffer between the parking space and an existing trash enclosure. A block wall enclosing the tower will be stuccoed and painted to match the adjacent trash enclosure including a matching access gate. The over all height of the structure will be 70 feet which includes the artificial palm fronds. The tower will be 266 feet to the west of the nearest residential parcels, across Harbor Island Dr., exceeding the 210 foot minimum setback requirement.

Verizon's radio equipment will remain in the existing underground equipment vault on the adjacent property at the foot of the sign. The required new conduit route from the equipment vault to the proposed tower will run underground from the vault to the 8430 building then up the wall, encased in a chase which will be built to look like part of the wall, painted and stuccoed to match, over the roof, down the back side of the building in another chase, then underground to the tower. All existing landscaping disturbed by the run will be returned to existing conditions after construction.

The proposed stealth tower meets the City of Las Vegas Wireless communication tower requirements per Title 19.04.040 regarding required stealthing and residential setbacks for new towers. Verizon has gone through the South Shores Community Association for its review of the proposed tower; the Association's approval is attached to this application. This new tower, stealth design, is compatible with the area given that there are three wireless facilities belonging to other carriers to the southeast of the subject property, in another commercial development.

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SUP-36142
11/05/09 PC

This project will provide increased antenna height and with the change to a monopalm will double the existing coverage allow Verizon to get a third sector to provide coverage to an area that currently has no coverage. This wireless site provides coverage for South Shores residents and the surrounding businesses and offices. It also provides for those traveling around the Lake Mead Blvd. and Rampart Blvd. areas toward both Summerlin and Sun City. The project will also bring updated technology to subscribers allowing faster data and expanded user services in addition to the improved and extended coverage.

If there are any questions regarding this application please contact me at (702) 338-2299 or via email at melissa.gibson@wfinet.com.

Sincerely,

Melissa Gibson

Melissa Gibson
Site Acquisition Specialist
WFI, representing Verizon Wireless

SUP-36142
11/05/09 PC

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CITY CLERK

2009 NOV 12 P 1:37

November 12, 2009

City of Las Vegas
City Clerk
400 Stewart Ave.
First Floor
Las Vegas, NV 89101

RE: Verizon Wireless SUP 36142
8430 W. Lake Mead Blvd. APN 138-20-611-006
Wireless Communication Facility

Verizon Wireless, applicant for Special Use Permit 36142, wishes to appeal the Planning Commission's decision of November 5.

Additionally, Verizon would like to request an abeyance of this SUP and to be heard at the City Council meeting on December 16th. This abeyance is requested for additional time to meet with Councilman Anthony and for Verizon to review any possible options in design of the communications site.

Sincerely,

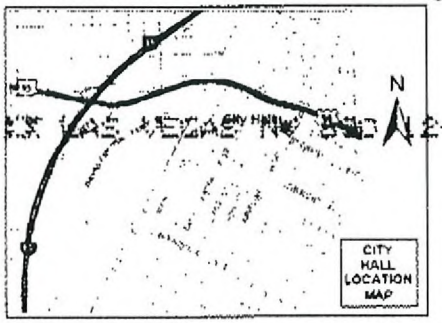
Melissa Gibson

Melissa Gibson
Site Acquisition Specialist
WFI, representing Verizon Wireless
7030 Smoke ranch Rd.
Las Vegas, NV 89128
(702) 338-2299
melissa.gibson@wfinet.com

cc Planning & Development via email

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-36142
City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS

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2009 DEC -9 A 8:04

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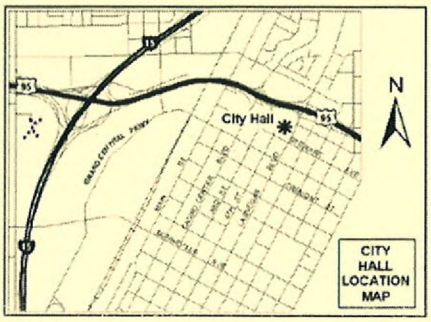
WARNER MICHAEL & DINA M
3069 N OAK CIR
BOOMFIELD CO 80020-1054

APN#13820520011

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-36142
City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS

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2009 DEC 11 A 10:58

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KOONCE JAMES B & SHANNON E
2205 HARBOR CLIFF DR
LAS VEGAS NV 89128-7419

APN#13821118062

Submitted after final agenda

Date 12/11/09 Item #81

JAVDS11 89128

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

☑001

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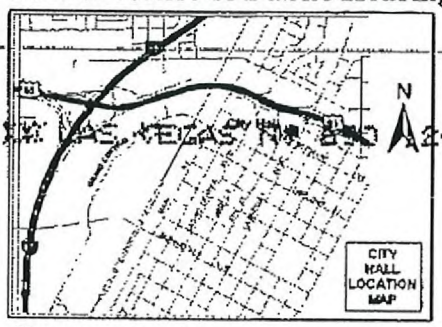
02 1M $ 00.41⁴
0004279218 DEC 04 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



2009 DEC 11 A 8:02
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CITY CLERK

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

MILLER WILLIAM J & JUDITH A
4875 S MONACO ST #603
DENVER CO 80237-3479

APN#13820517032

METRO APPLIANCE SERVICE

JAVDS11 80237

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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0004279218 DEC 04 2009
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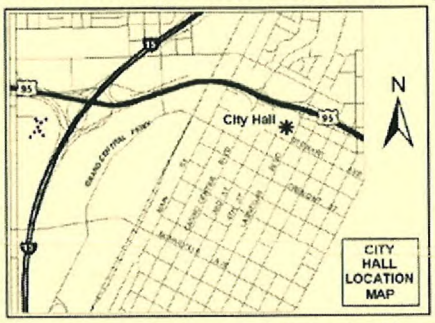


A 70' Tower would be disproportionate To The 2/3 story Bldgs Surrounding. Further, a Monopole Tower is an Architectural Eyesore, And would detract from The Surrounding Bldg VALues.

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

2009 DEC 11 A 10:59

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

RECEIVED
CITY CLERK

NOOSE FAMILY TRUST
NOOSE TERRENCE L & JOANNE TRS
1929 SEDONA PASEO LN
LAS VEGAS NV 89128-8289

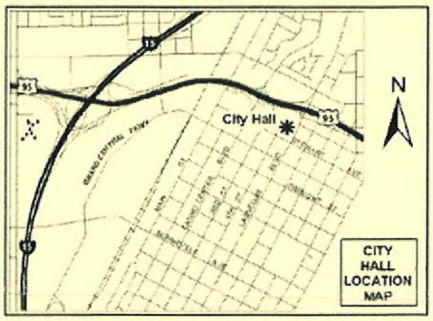
APN#13820711003

Submitted after final agenda
Date 12/11/09 Item #81

JAVDS11 89128

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-36142
City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218 $ 00.41⁴ DEC 04 2009
MAILED FROM ZIP CODE 89101

2009 DEC -9 A 11:52
RECEIVED CITY CLERK

KENNEDY STEPHEN & PATRICIA
8233 SEDONA SUNSET DR
LAS VEGAS NV 89128-7965

APN#13821210062

JAVDS11 89128

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

LAS VEGAS NV 890 12-05-09

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218 $ 00.41⁴ DEC 04 2009
MAILED FROM ZIP CODE 89101

2009 DEC 10 A 11:30
RECEIVED CITY CLERK

MECH GREGORY A & KAREN R
2605 VERMONT AVE
JOPLIN MO 64804-2958

APN#13821212001

JAVDS11 64804

Application Information

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

MY HUSBAND - JEFF RAITHEL - AND I OPPOSE THIS REQUEST. WE BELIEVE THE TOWER WILL OBSCURE OUR VIEW OF THE MOUNTAINS; AND, BEAUTIFUL "OLD GLORY" AT TERRIBLES. THANK YOU!

YVONNE IANEZ KARIM

Application Location

The proposed project may not pertain to the entire highlighted project site.

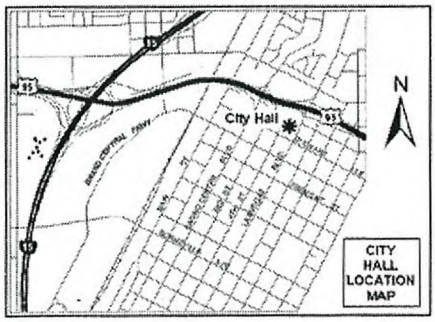
Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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-36142
City Council Meeting of 12/16/2009

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 DEC 04 2009
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2009 DEC -9 A 11:52

RECEIVED CITY CLERK

KARIM YVONNE
2225 HARBOR CLIFF DR
LAS VEGAS NV 89128-7419

APN#13821118067

JAVDS11 A9128

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 DEC 04 2009
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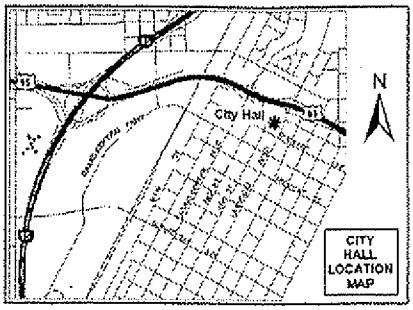
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

FERRE A VICTOR & J LOUISE
8617 PRAIRIE HILL DR
LAS VEGAS NV 89134-8415

APN#13820516007

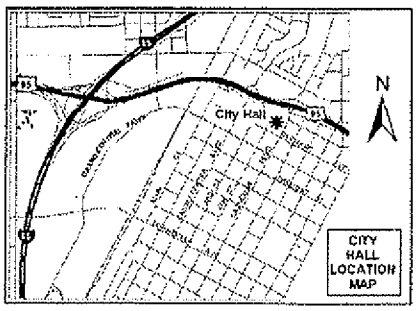
JAVOS11 89134

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 DEC 04 2009
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-36142
City Council Meeting of 12/16/2009

MILKO PAUL & YVONNE L REV LIV TR
MILKO PAUL & YVONNE LAURA TRS
2125 FOUNTAIN VIEW DR
LAS VEGAS NV 89134-0318

APN#13820610025

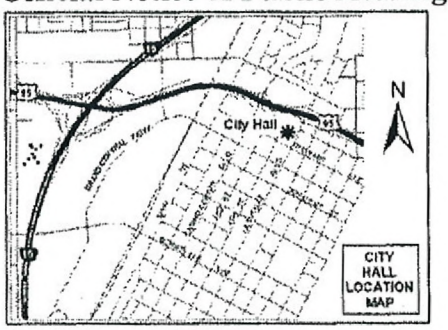
JAVOS11 89134

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 DEC 04 2009
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-36142
City Council Meeting of 12/16/2009

RECEIVED
CITY CLERK
2009 DEC 14 P 3:20

BROWN TERI E
8220 EMERALD ISLE
LAS VEGAS NV 89128-7475

APN#13821216020

JAVDS11 89128

Submitted after final agenda
Date 12/14/09 Item #81

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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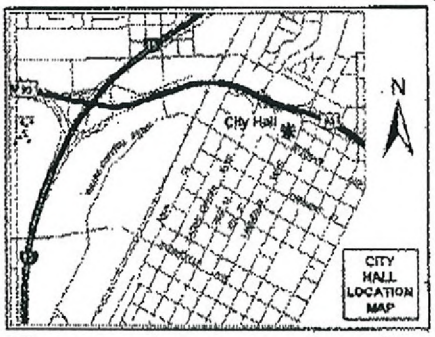
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 DEC 04 2009
MAILED FROM ZIP CODE 89101

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-36142
City Council Meeting of 12/16/2009

RECEIVED
CITY CLERK
2009 DEC 15 A 11:50

FRETTY DAVID & TAMARA
2201 ANGELFIRE ST
LAS VEGAS NV 89128-7611

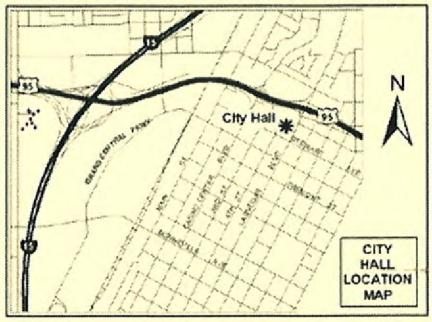
APN#13821117009

JAVOSII 89128

Submitted after final agenda
Date 12/15/09 Item #81

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-36142
City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 DEC 04 2009
MAILED FROM ZIP CODE 89101

2009 DEC 16 P 3:39
RECEIVED CITY CLERK

SPECIAL FRANK G & PATRICIA A
2100 RICO PEAK CT
LAS VEGAS NV 89128-7634

APN#13820518005

JAVOS11 89128

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-36142
City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 DEC 04 2009
MAILED FROM ZIP CODE 89101

When I sit on my patio I would have to look at the Tower.

2009 DEC 16 P 3:39
RECEIVED CITY CLERK

RICKEY KENNETH LEE & ANNA LEA TR
RICKEY ANNA LEA TRS
8425 SQUAW VALLEY AVE
LAS VEGAS NV 89128-7619

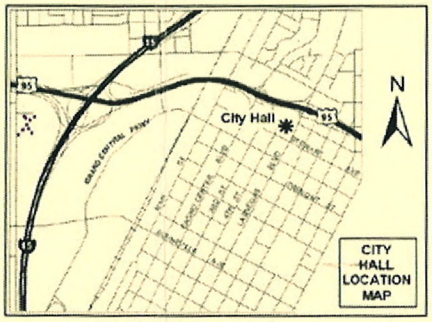
APN#13821110003

Submitted after final agenda
Date 12/14/09 Item #81

JAVOS11 89128

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-36142
City Council Meeting of 12/16/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 DEC 04 2009
MAILED FROM ZIPCODE 89101

RECEIVED
2009 DEC 16 P 3:19
CITY CLERK

HORDEN ELINOR J SEP PPTY TR
HORDEN ELINOR J TRS
8345 SNOWMASS DR
LAS VEGAS NV 89128-7601

APN#13821113022

JAVOS11 89128

Submitted after final agenda
Date 12/16/09 Item #81

702- 256-
Oct 13 09 09:05a GIUSTINA

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 DEC 04 2009
MAILED FROM ZIP CODE 89101

2009 DEC 10 P 3:54
RECEIVED CITY CLERK

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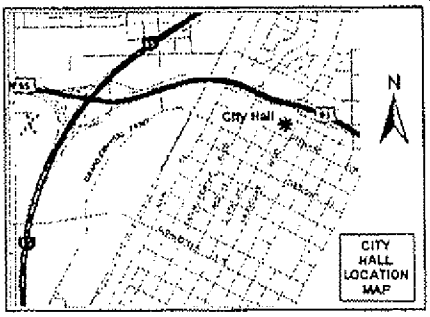
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

GIUSTINA HOWARD & SANDRA FAM TR
GIUSTINA HOWARD L & SANDRA L TRS
8317 AQUA SPRAY AVE
LAS VEGAS NV 89128-7434

APN#13821114059

JAV0511 A5126

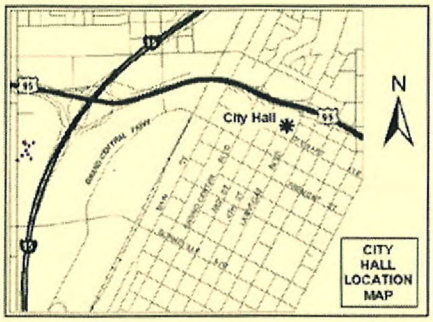
Submitted after final agenda
Date 12/10/09 Item #81

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 DEC 04 2009
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-36142
City Council Meeting of 12/16/2009

2009 DEC 16 P 3:37
RECEIVED
CITY CLERK

FRIEDLANDER BRUCE G
FRIEDLANDER FAMILY TRUST
21810 SCANNEL AVE
TORRANCE CA 90503-6247

APN#13821215017

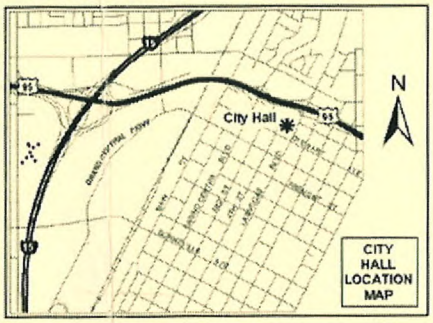
JAV0511 90503

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 DEC 04 2009
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-36142
City Council Meeting of 12/16/2009

2009 DEC 16 P 4:38
RECEIVED
CITY CLERK

CARLSON ROBERT A & DOLORES B
8312 SWAN LAKE AVE
LAS VEGAS NV 89128-7414

APN#13821118037

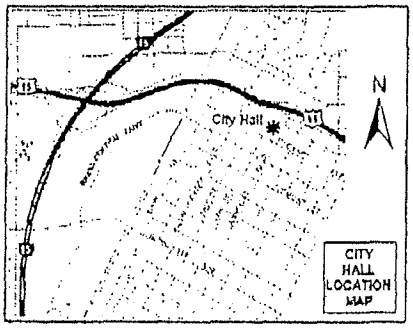
Submitted after final agenda

Date 12/16/09 Item #81

JAV0511 89128

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-36142

City Council Meeting of 12/16/2009

RECEIVED
CITY CLERK
2009 DEC -7 A 8:15

ROESNER KENT W & YOLANDA LIV TR
2105 RICO PEAK
LAS VEGAS NV 89128-7634

APN#13820518003

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

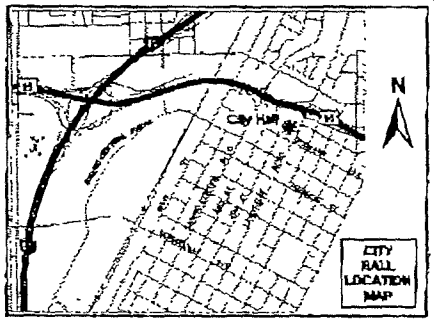
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279218 DEC 04 200
MAILED FROM ZIP CODE 8910

2009 DEC -7 A 10:18

RECEIVED CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

YERUSHALMI PROPERTIES L L C
2400 WESTERN AVE
LAS VEGAS NV 89102-4816

APN#13820611005

JAV0511 89102

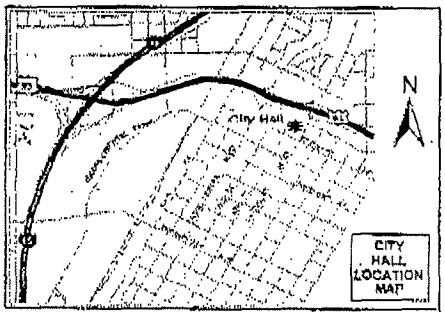
The Jewelers Western
12/07/2009 10:15 FAX 382 3307

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
0004279216 DEC 04 2009
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-36142
City Council Meeting of 12/16/2009

09 DEC -7 P 12:05
RECEIVED
CITY CLERK

SIMS L DOUGLAS & DEBRA K
2005 HARBOR CLIFF DR
LAS VEGAS NV 89128-7461

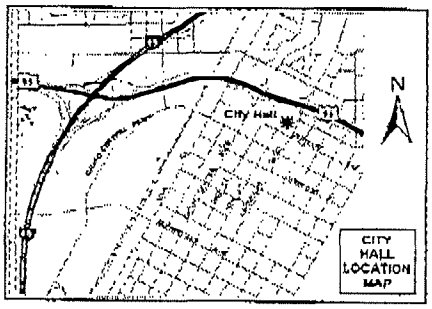
APN#13821215058

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 DEC 04 2009
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-36142
City Council Meeting of 12/16/2009

2009 DEC -7 P 12:23
RECEIVED
CITY CLERK

SEGGEV FAMILY TRUST
SEGGEV JORAM S & VARDA TRS
2108 RICO PEAK CT
LAS VEGAS NV 89128-7634

APN#13820518007

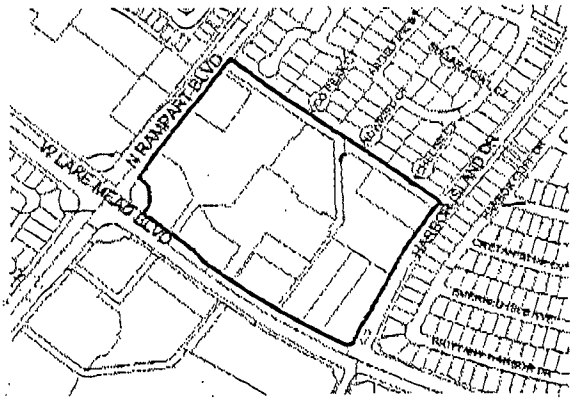
JAN051 89128

Application Information

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

NO WAY! IF APPROVED I WILL ORGANIZE MY NEIGHBORS TO SUE IN ORDER TO BLOCK THIS PROPOSAL.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FIRST CLASS

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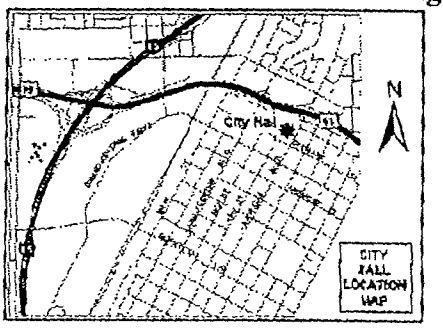

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

SHMUELEVICH ZVI & LINA
2229 HARBOR CLIFF DR
LAS VEGAS NV 89128-7419

APN#13821114001

PAGE 01/01

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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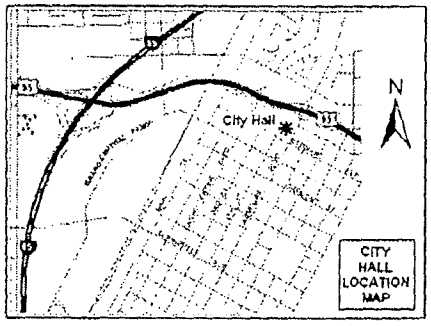

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

TOM FAMILY TRUST
TOM TYRUS DICK TRS
2216 ANGELFIRE ST
LAS VEGAS NV 89128-7610

APN#13821117014

JAV0511 89128

7029911913 Velvet Marketing

Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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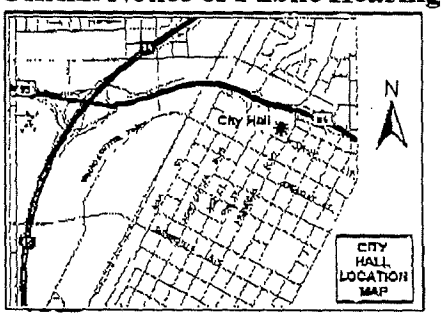

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

City Council Meeting of 12/16/2009

OMOHUNDRO TIPTON T & C L FAM TR
OMOHUNDRO TIPTON & CHARLOTTE
2113 SNOWBIRD CT
LAS VEGAS NV 89128-7622

APN#13821117039

JAVDS11 89128

12/08/2009 TUE 08:42 [TX/RX NO 6903] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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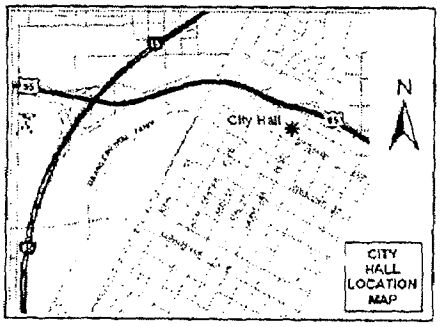
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

2009 DEC -8 A 10:11
CITY CLERK

PANSEK DOROTHY REVOCABLE
P O BOX 34060
LAS VEGAS NV 89133-4060

APN#13820513017

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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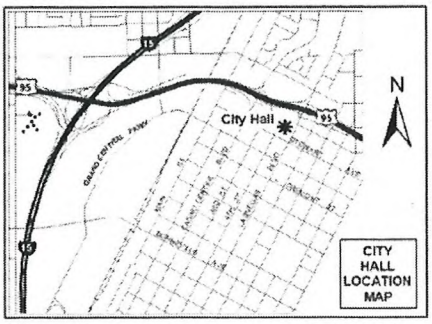

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

2009 DEC -8 A 10:54
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CITY CLERK

BROWNSON-GILBERT LIVING TRUST
BROWNSON ANDREW JOSEPH TRS
%C GILBERT
8712 MAGNOLIA RIDGE AVE
LAS VEGAS NV 89134-0334
APN#13820520010

JAVOS11 89134

Application Information

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

My husband and I oppose this request.

2 votes - opposed

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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City of Las Vegas
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400 Stewart Avenue
Las Vegas, Nevada 89101

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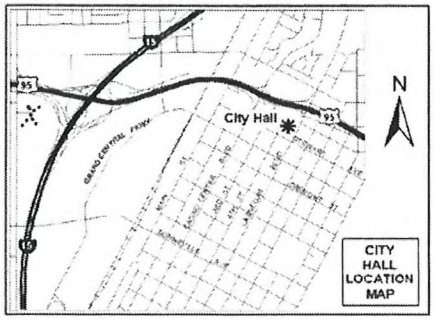

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
City Council Meeting of 12/16/2009

LLOYD VANN MILLER & ANNABELLE R
8437 DUTCH HILL CT
LAS VEGAS NV 89128-7624

APN#13820513002

JAV0511 89128

Application Information

SUP-36142 - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Appeal from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

Property TAX is high in this area - the last thing we want would be a 70 ft tower to this fine area - go further South on Rampart to set it up!

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 16, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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2009 DEC -7 A 8:16

TO: Councilman Anthony

FAX#: 702-382-4803

FROM: Kent Roesner

PH# / E-Mail: 702-204-0857 / Trekker22@juno.com

SUBJECT: Signature Lists Opposing SUP-36142 & Additional Information

Councilman Anthony, please review for subject. Hopefully I can get on your schedule for further discussion.

Thank You For Your Assistance!

Kent Roesner

Total Pages: 15

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
IMRE FODOR	2109 RICO PEAK CT	[signature]
DAWN CHEN	2109 RICO PEAK CT.	[signature]
Kent Roesner	2105 Rico Peak Ct	K. Roesner
Alice B. Morgan	2101 Rico peak ct	Alice B. Morgan
Frank G. Arent	2100 RICO PEAK CT	[signature]
Vanessa Arent	2112 Rico Peak Ct LV NV	[signature]
DAN Cuddy	2116 RICO PEAK CT	[signature]
Kelly [illegible]	2101 SNOW BIRD CT	[signature]
Varda Segger	2108 Rico Peak ct	Varda Segger
Joram Segger	2108 Rico Peak Ct	[signature]
Zaida Torremeva	2113 Rico Peak Ct.	[signature]
Dorothy Pansch	8441 Sheltered Valley Dr	Dorothy Pansch
Veronica Higuera	8436 Sheltered Valley Dr	Veronica Higuera
Shirley Bailey	8424 Apple Hill Ct. 89128	Shirley Bailey
Joby Bauer	2204 Sapphire Valley 89128	[signature]
David Fretty	2201 Angelfire St. 89128	[signature]
John Delbruegge	[illegible]	
	2100 Snow Bird Court	
Kimesha Sanders	2116 BACHELOR CT.	Kim SANDERS
Tyeisha Sanders	2116 Bachelor Ct	Tyeisha Sanders

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
Lisa Cummings	8412 Squaw Valley Ave	
Jeff Cummings	8412 Squaw Valley Ave	
Tamara Fields	2201 Angelfire St	
Hank Osterhoudt	2205 " "	
Lesley Osterhoudt	2205 Angelfire St	
Mike Rowden	2301 Angelfire St	
Mary Kay Lein	2313 Angelfire St.	
Richard Rogers	2317 Angelfire St	
Heather Durant	8400 Squaw Valley Ave	
Lee Evans	8356 W. Squaw Valley Ave	
Ron Hall	8352 Squaw Valley	
Colleen Carpenter	8348 Squaw Valley Ave	
Jeffrey Brannon	8336 Squaw Valley Ave	

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
AL LICKLEN	2224 ANGELFIRE ST	
HELEN PALEWICZ	2308 Angelfire St.	Helen R. Palewicz
SHARI Young	2320 ANGELFIRE ST.	Shari Young
Aaron Reaux	2324 Angelfire St. LV, NV 89128	
JAMES HARPER	8337 SNOW VALLEY AVE LV NV 89128	
[illegible]	8375 Snow Valley Ave	
WAYNE HARPER	2307 BEAR VALLEY ST.	
DANA COBER	9332 LOST PINES CT.	
John Lubert	8324 Lost Pines CT	

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

NAME	ADDRESS	SIGNATURE
Adarian Crawford	2116 Bachelor Ct	[illegible]
Madreia Crawford	6744 Biltmore Garden LVNV 89149	Madreia Crawford
Virginia M BABEE	2112 BACHELOR COURT	Virginia M Babee
Cleo D. Allen	2101 Bachelor Ct	Cleo D. Allen
Judi Caceros	2109 Bachelor ct.	Judi Caceros
Wm Craig	2113 Bachelor	[illegible]

SUP-36412 recommendation should be NO

- 1. This SUP **negatively affects the value** of our properties by violating existing zoning regulations and degrading the appearance of the South Shores and Desert Shores communities.
- 2. SUPs **need to preserve the appearance** of our community and assist in maintaining our property values. **This one does neither.**
- 3. There are already many existing cell sites – **including one from the applicant!**
- **4. All towers raise safety concerns.**

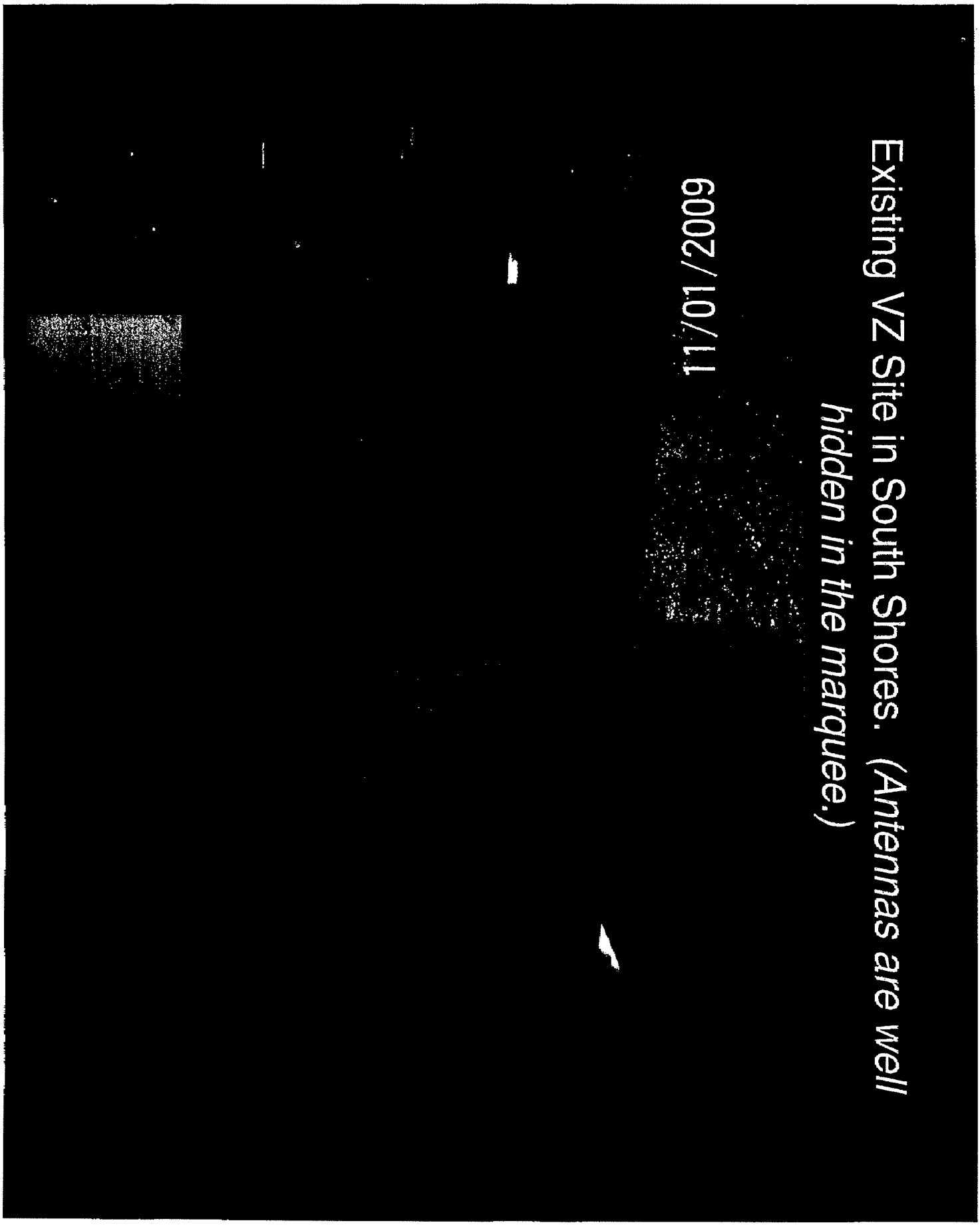
This request is not in keeping with the character of the community.

- In practice, zoning is used to prevent new development from interfering with existing residents or businesses and to preserve the "character" of a community.

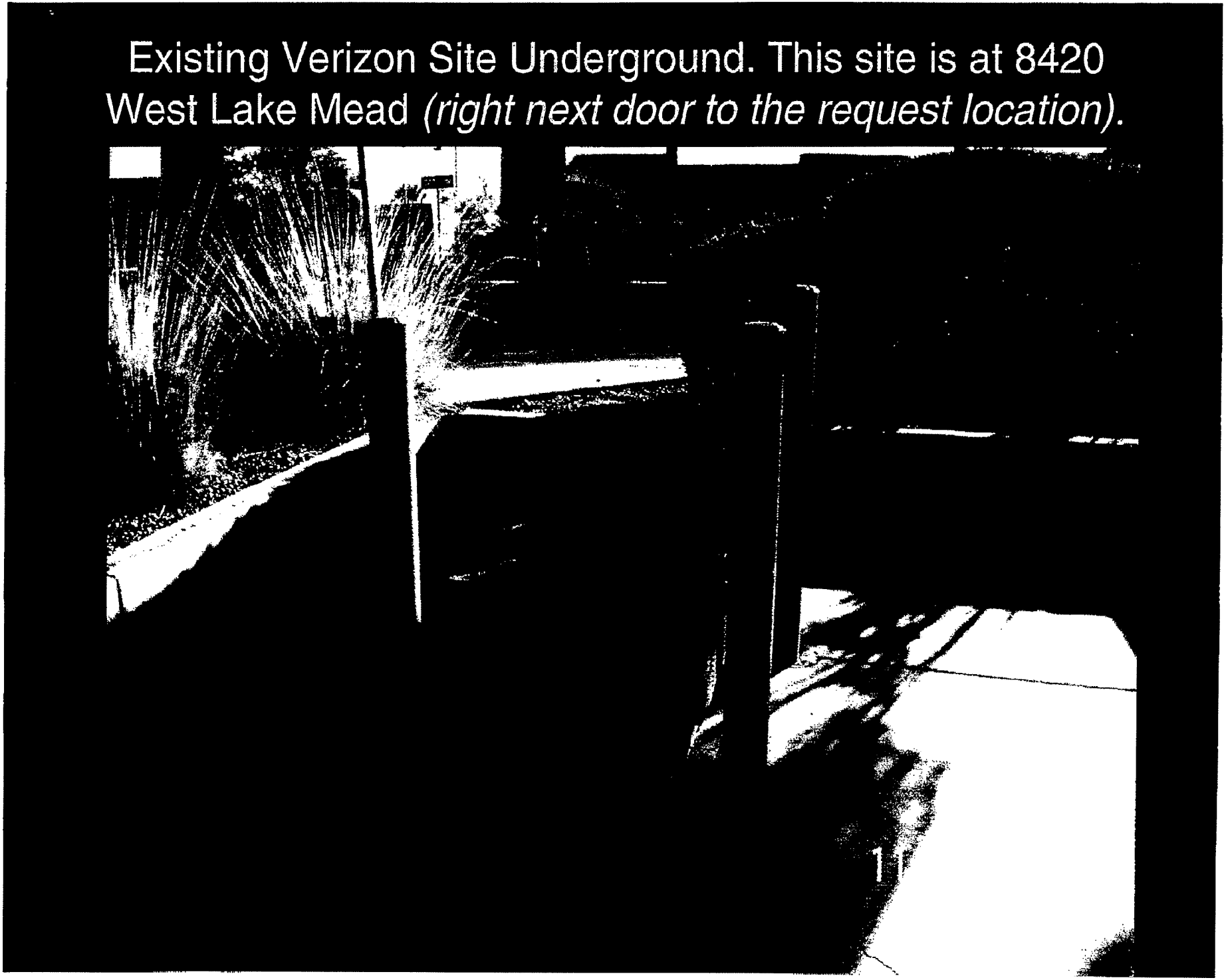
- The Planning and Development Department...offers advice about development that will enhance the quality of life of the citizens of Las Vegas.

Dec 06 09 06:21a Yogi 702-233-8825 p.7

12/06/2009 SUN 06:18 [TX/RX NO 6873] 007

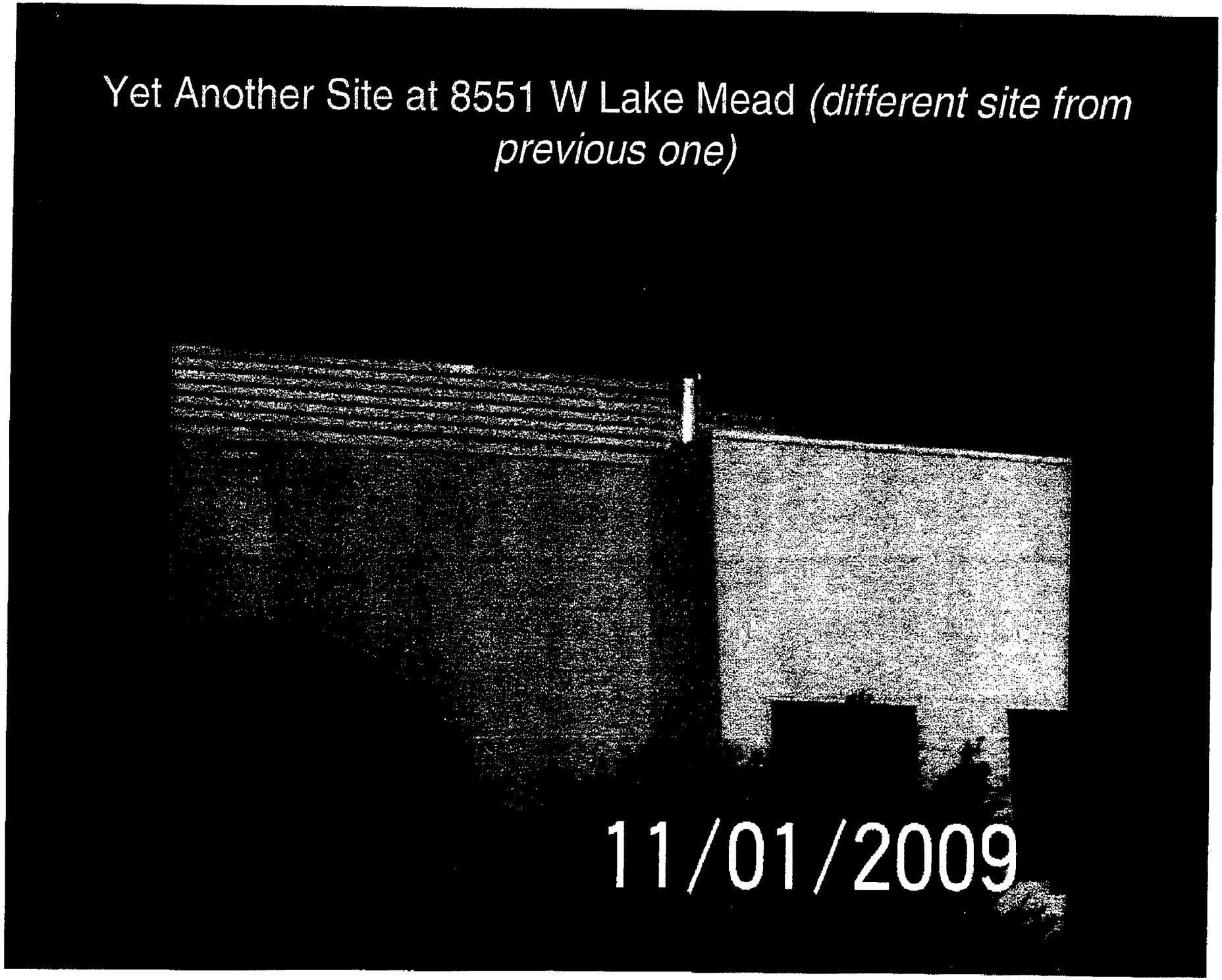

Existing VZ Site in South Shores. (Antennas are well hidden in the marquee.)
11/01/2009

Existing Verizon Site Underground. This site is at 8420 West Lake Mead *(right next door to the request location).*



More Cell Sites near South Shores (on building)
11/01/2009

Yet Another Site at 8551 W Lake Mead *(different site from previous one)*



Existing Cell Site near South Shores.

11/01/2009

Another Cell Site near South Shores

11/01/2009

Another site at 8551 W Lake Mead
11/01/2009

Cell Site in Desert Shores

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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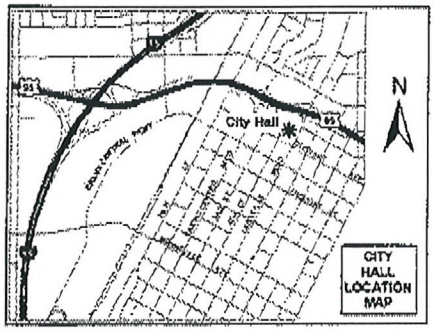

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13820610026
HAYNES MICHAEL T
2117 FOUNTAIN VIEW DR
LAS VEGAS NV 89134-0318

HAYDS11 89134

47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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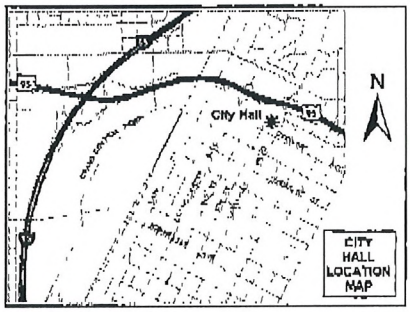

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SUP-36142
Planning Commission Meeting of 11/5/2009

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Case: SUP-36142
13821117039
OMOHUNDRO TIPTON T & C L FAM TR
2113 SNOWBIRD CT
LAS VEGAS NV 89128-7622

47P

PAGE 01
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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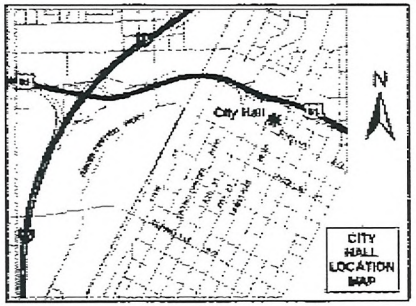

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-36142

Planning Commission Meeting of 11/5/2009

We oppose this proposal vehemently It should be erected at a place where no houses are near by.

Case: SUP-36142

13820518007
SEGGEV FAMILY TRUST
2108 RICO PEAK CT
LAS VEGAS NV 89128-7634

HAVOS11 89128

47P

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OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

	NAME	ADDRESS	SIGNATURE
	IMRE FODOR	SEE POSTCARD 2109 RICO PEAK CT	[signature]
	DAWN CHEN	SEE POSTCARD 2109 RICO PEAK CT.	[signature]
1.	Kent Roesner	2105 Rico Peak Ct	K. Roesner
2.	Alice B. Morgan	2101 Rico peak ct	Alice B. Morgan
	Frank G. Arent	SEE POSTCARD 2100 RICO PEAK CT	[signature]
3.	Vanessa Arent	2112 Rico Peak Ct. LV NV	[signature]
4.	DAN CUDDY	2116 RICO PEAK CT	[signature]
5.	Kelly Hatter	2101 SNOW BIRD CT	[signature]
	Varda Segger	SEE POSTCARD 2108 Rico Peak ct	Varda Segger
	Joram Segger	2108 Rico Peak Ct	[signature]
6.	Zaida Torremara	2113 Rico Peak CT.	[signature]
7.	Dorothy Pansek	8441 SHELTERED Valley Dr	Dorothy Pansek
8.	VERONICA HIGUERA	8436 SHELTERED VALLEY DR.	Veronica Higuera
9.	SHIRLEY BAILEY	8424 APPLEHILL CT. 89128	Shirley Bailey
10.	Joby BAUGH	2204 Sapphire Valley 89128	[signature]
11.	David Fretty	2201 Angelfire St. 89128	[signature]
12.	John Delbruegge	John Delbruegge 2100 Snow Bird Court	
13.	Kimesha Sanders	2116 BACHELOR CT.	Kim SANDERS
	Tyeisha Sanders	2116 Bachelor Ct	Tyeisha Sanders

Submitted after final agenda

Date 11/02/09 Item 47P

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NOV 02 2009

OPPOSITION TO SUP-36142, PERMIT FOR WIRELESS COMMUNICATION FACILTY AT 8430 WEST LAKE BVD.

	NAME	ADDRESS	SIGNATURE
	Adavian Crawford	2116 Bachelor Ct	
14.	Madrea Crawford	6744 Big Horse Garden Las Vegas NV 89149	Madrea Crawford
	Virginia M BABBEE	SEE POSTCARD 2112 BACHELOR COURT	Virginia M Babbee
15.	Cleo O. Allen	2101 Bachelor Ct	Cleo O. Allen
16.	Judi Caceros	2109 Bachelor ct.	Judi Caceros
17.	Wm Gray	2113 Bachelor	

17

Submitted after final agenda

Date 11/02/09 Item 17P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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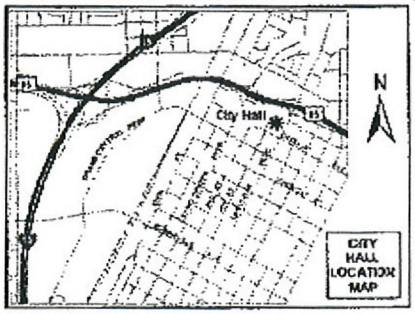

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SUP-36142
Planning Commission Meeting of 11/5/2009

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NOV 09 2009

Case: SUP-36142

13820518003
SOEHNGEN BRIAN _
2104 RICO PEAK CT
LAS VEGAS NV 89128-7634

Submitted after final agenda

Date 11/04/09 Item 47P

Application Information

SUP-36142 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: VERIZON WIRELESS - OWNER: ARIES HOLDINGS, LLC - Request for a Special Use Permit FOR A PROPOSED 70-FOOT TALL WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN (MONOPALM) at 8430 West Lake Mead Boulevard (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Anthony)

Please don't allow this. It is too clos to our neighborhood and they are not nice to look at.

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 05, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 23 2009
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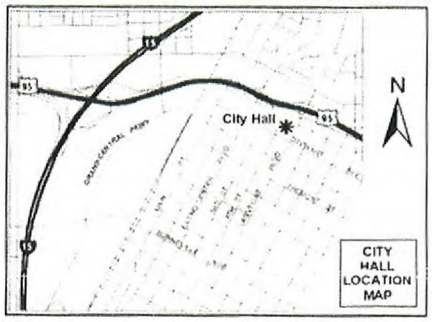
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142
Planning Commission Meeting of 11/5/2009

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OCT 29 2009

Case: SUP-36142
13820513004
LEE LARRY & JACQUEITA M
8428 APPLE HILL CT
LAS VEGAS NV 89128-7635

Submitted after final agenda
Date 10/29/09 Item 47P

HAYDEN 89128

City of Las Vegas
Planning & Development Department
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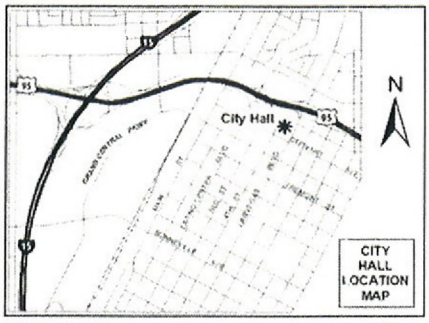

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13821112004
GIBSON SHARON K
2324 SAPPHIRE VALLEY ST
LAS VEGAS NV 89128-7614

HAVDS11 89128

Submitted after final agenda
Date 10/29/09 Item 47P

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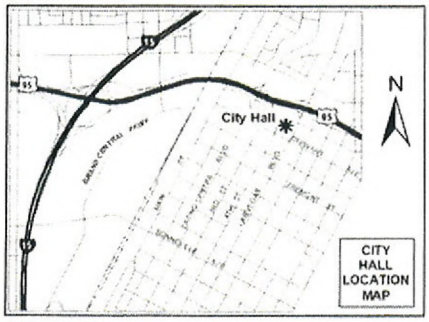

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

Planning Commission Meeting of 11/5/2009

this entire block is the worst thing on Lake Mead. - First the Alley, then the bank, school, dentist; large medical bldg, jewelry, smoothie, strip stores, etc. When I purchased my home we were promised small bldgs. etc.

Case: SUP-36142

13821117034
MCFARLAND THERESA
2104 SNOWBIRD CT
LAS VEGAS NV 89128-7622

Big Lots
Burger King
Gas Station

HAVDS11 89128

Submitted after final agenda

Date 11/02/09 Item 47P

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Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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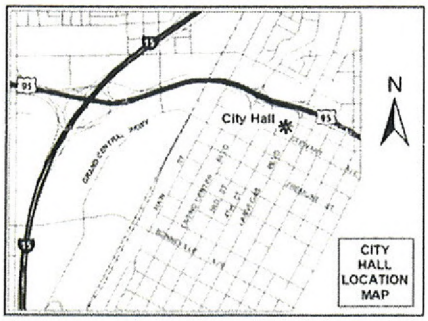

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13821112006
ROBERTS RICHARD W & MARIANNE G
2317 ANGELFIRE ST
LAS VEGAS NV 89128-7613

HAVOS11 89128

Submitted after final agenda
Date 11/02/09 Item 47P

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Las Vegas, Nevada 89101-2986

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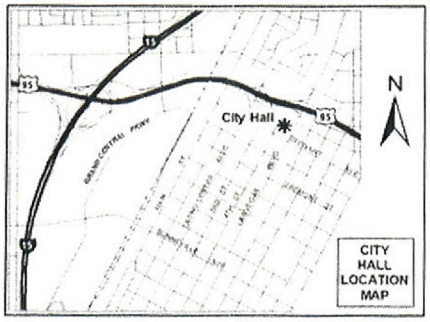

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13821118035
SANDERS FAMILY TRUST
8320 SWAN LAKE AVE
LAS VEGAS NV 89128-7414

HAVOS11 89128

Submitted after final agenda
Date 11/02/09 Item 47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13820518002
FODOR IMRE
2109 RICO PEAK CT
LAS VEGAS NV 89128-7634

MAY051 A5158

Submitted after final agenda

Date 11/02/09 Item 47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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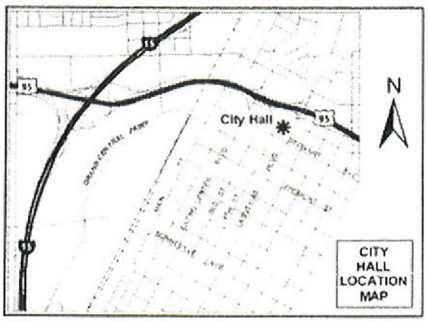

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13820711003
NOOSE FAMILY TRUST
1929 SEDONA PASEO LN
LAS VEGAS NV 89128-8289

HAVDS11 89128

Submitted after final agenda

Date 11/02/09 Item 47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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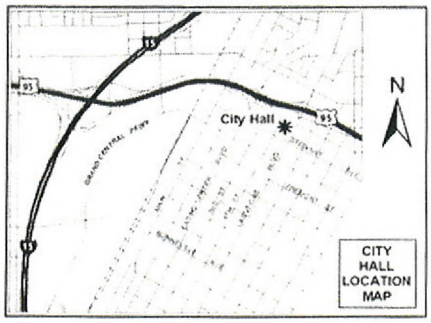

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SUP-36142
Planning Commission Meeting of 11/5/2009

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OCT 29 2009

Case: SUP-36142
13820518005
SPECIAL FRANK G & PATRICIA A
2100 RICO PEAK CT
LAS VEGAS NV 89128-7634

HAVD811 89128

Submitted after final agenda
Date 10/29/09 Item 47 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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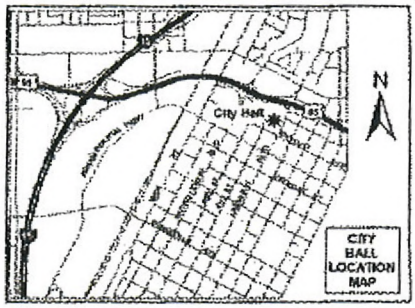

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

Case: SUP-36142
13821117024
BARBEE R W & V M LIVING TRUST
2112 BACHELOR CT
LAS VEGAS NV 89128-7620

HAVDEC1 89128

Submitted after final agenda
Date 10/29/09 Item 47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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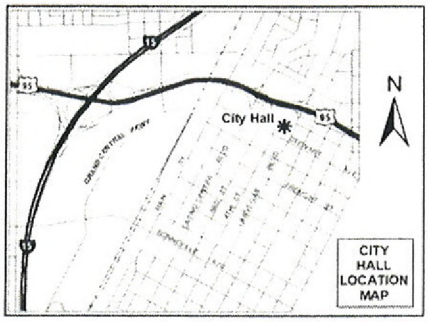

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SUP-36142
Planning Commission Meeting of 11/5/2009

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OCT 29 2009

Case: SUP-36142
13821118037
CARLSON ROBERT A & DOLORES B
8312 SWAN LAKE AVE
LAS VEGAS NV 89128-7414

HAVDS11 89128

Submitted after final agenda
Date 10/29/09 Item 47A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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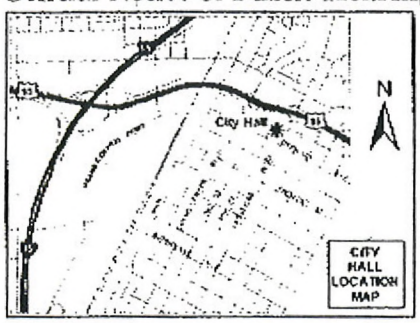

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-36142
Planning Commission Meeting of 11/5/2009

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OCT 29 2009

Case: SUP-36142
13821113027
BOYLE CAROLYN MOORE LIVING TRUST
2301 BEAR VALLEY
LAS VEGAS NV 89128-7605

HAUOS11 89128

Submitted after final agenda
Date 10/29/09 Item 47A

PAGE

CHILDRENS DENTAL GRP

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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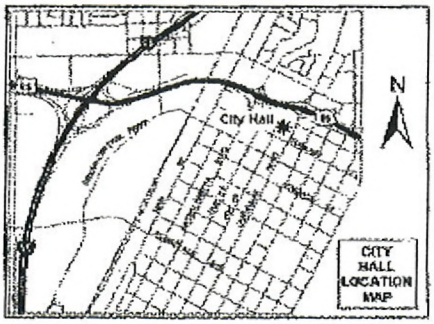

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-36142

Planning Commission Meeting of 11/5/2009

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Case: SUP-36142

13820611006
ARIES HOLDINGS L L C
413 CANYON GREENS DR
LAS VEGAS NV 89144-0829

22209104

HAVDS11 89144

Submitted after final agenda

Date 11/02/09 Item 47A

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

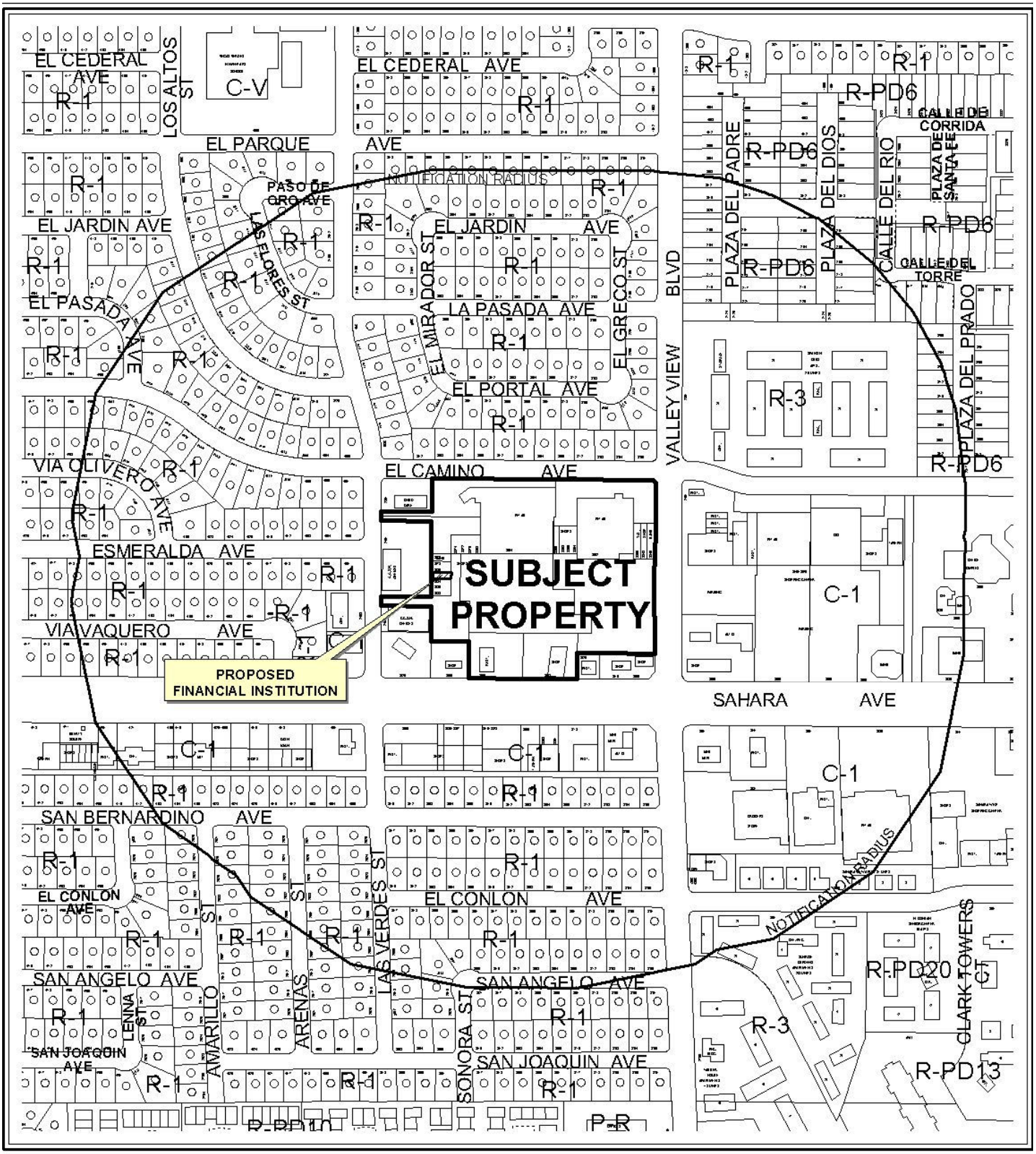
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38137 – ABEYANCE ITEM - 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	**7**	**City Council Meeting**	**3**

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/Support Postcards and Protest/Support Letters
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

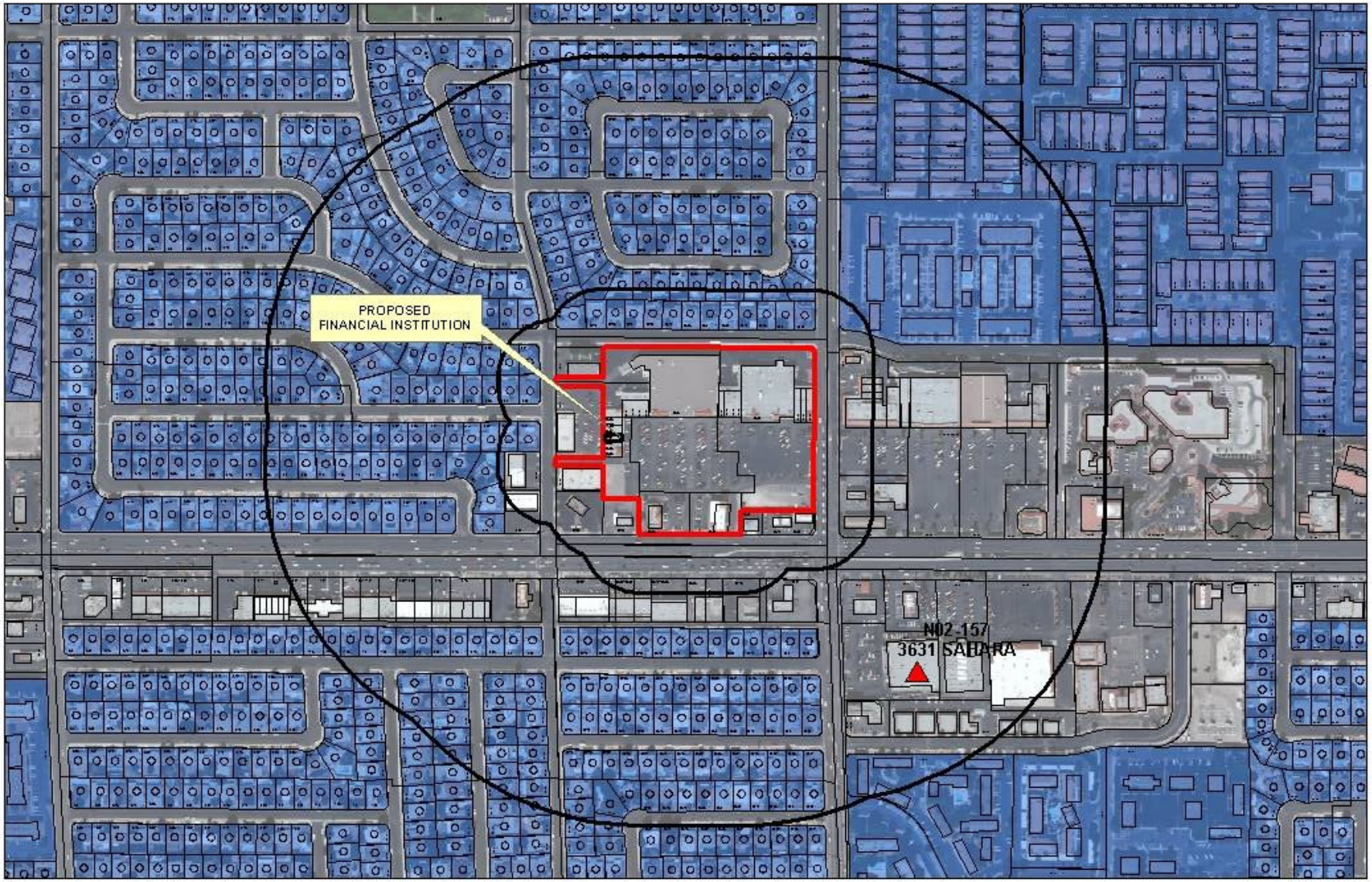
0 400 800 Feet

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: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FUTURA, INC. - OWNER: THRIFTY PAYLESS, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 1, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** 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.

RG

Staff Report Page One
October 20, 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.
07/21/10	The City Council voted to hold this item in abeyance to the August 18, 2010 City Council meeting at the request of the applicant.

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.

RG

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 4

PROTESTS 15

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-38137 APN: 162-06813005

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

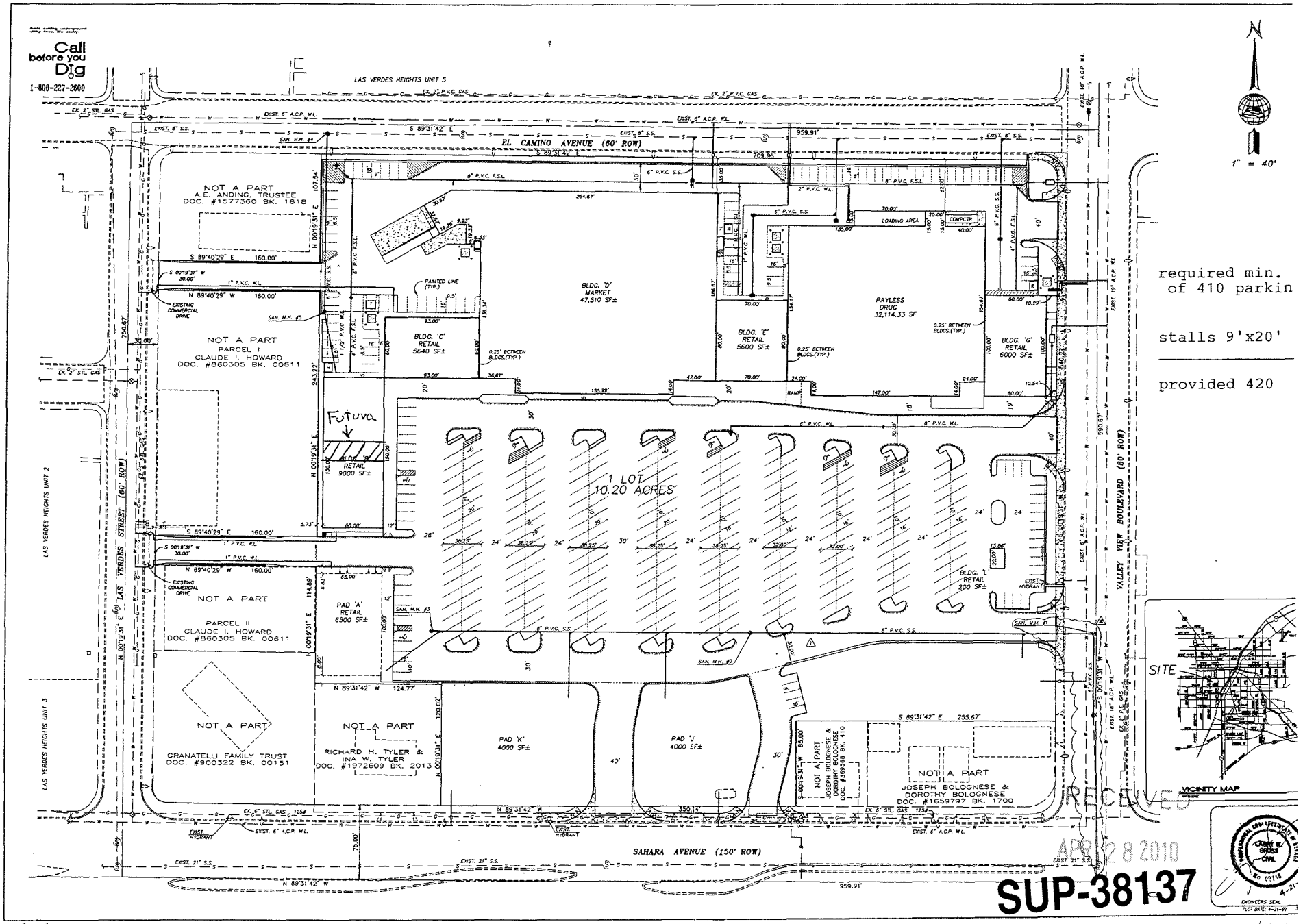
FOR DEPARTMENT USE ONLY

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



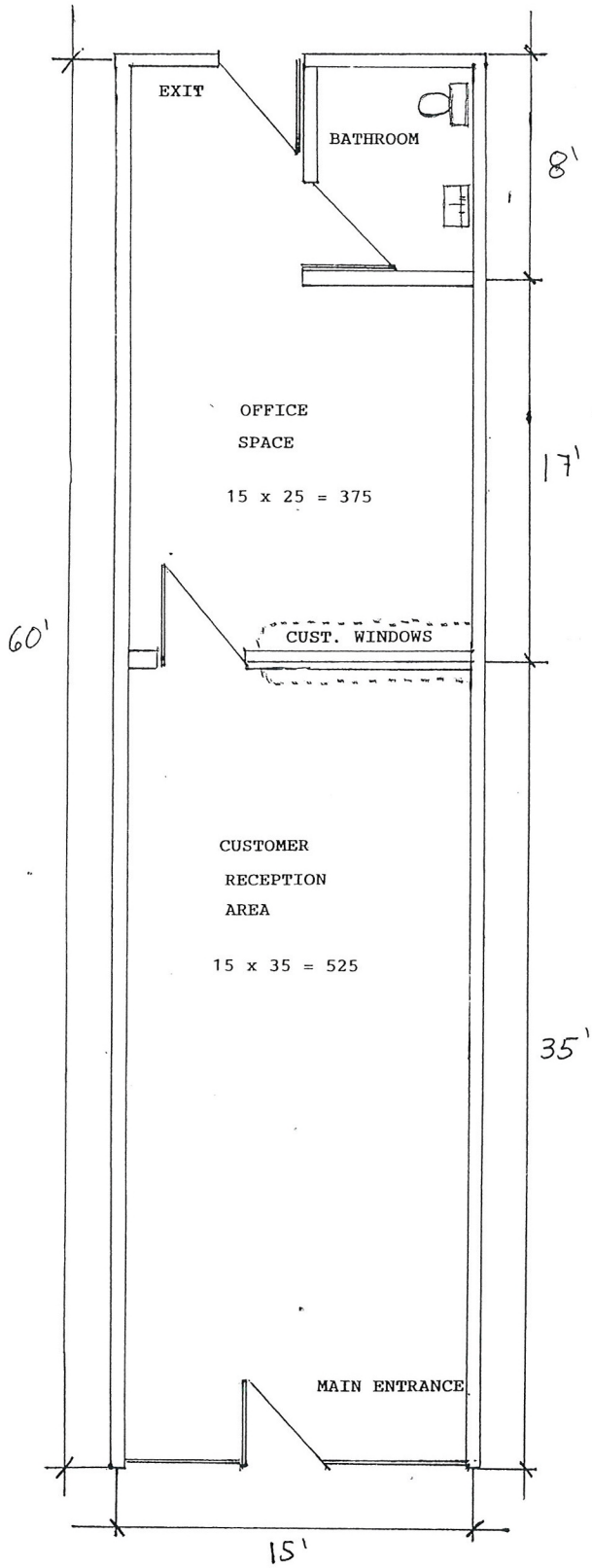
required min. of 410 parkin

stalls 9'x20'

provided 420

23337

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:

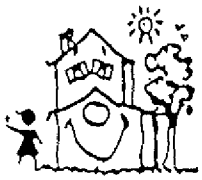
As President of Futura Envia, with Corporate Office located at 331 SE 10th Ave., Hillsboro, Oregon 97123, I am writing this JUSTIFICATION LETTER, to express our business reasons for the application of this **Special Use Permit for Check Cashing** at the above mentioned property. **Futura is currently 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



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

TO: Mayor GOODMAN, Mayor Pro-Tem REESE, Councilpersons WOLFSON, TARKANIAN, ROSS, BARLOW, ANTHONY!
FROM: CNP
DATE: FOR July 21, 2010
RE: Selected CLV July 21, 2010 Agenda items

#34—request to Councilpersons Tarkanian and or Wolfson to pull from CONSENT for discussion/response to faxed questionS.

#42—request to ANY Councilperson or Group of to pull from CONSENT for discussion/response to faxed questionS.

#47—request to Councilman Barlow to pull from CONSENT for response to faxed questioN.

#54—Looks to us as though there are too many people with too much time on their hands and even money? Whoever is checking on this RTC must take another look/study on decreasing numbers and checking reality! Please vote NO on this incompetent plan to force an experiment to see whether insurance costs/ injuries, will balance with fuel upon government employees at taxpayer expense.

Regional Transportation Commission must get bus benches for these constituents forced to Sit on Rocks, Curbs, Market baskets, Dirt piles, Leaning on poles, or Standing in cold, heat, dust, rain—what an insult to hear about newer, larger buses with the torture imposed on increased ridership at increased ticket prices to pay for them--elsewhere! {Vegas Dr. to Charleston & Buffalo to Decatur is what we have in mind—but that's not all.}

We have other reality, practical suggestions.

#57—Vote NO on Bill 2010-22 because no satisfactory agreement with neighbors was reached!
Our question regards an unnumbered question on an unnumbered page, between p.14 and p.16 of Daniel Lauber's report to Clark County, NV which is to be filled out by an applicant for one of these group homes. There is a box to be checked "if neither State of Nevada nor Clark County requires a license or certification to operate the proposed community residence."
Are there any such operations in Las Vegas today that will need to have this box checked, provided that this bill passes?
If yes, would they need to fill out this application and have that box checked OR because this bill was not in effect when they applied, would they not be required to fill this page out and have this box checked?
If we don't know, will a check be made and action taken?

#74—EOT-38422—YES, please.

#76—EOT-38524—a mandatory 25 yr extension-YES please.

#92—SDR-37940-a drive through is higher risk for the attendant.

#95—SUP-38194—NO, please to ALL THREE waivers. These are not waivers to a frivolity, these are real people, real living conditions, and a real right-of-way—for a Massage Establishment. Quality of life in this neighborhood will be lessened and current standards will be further lowered if distance to residential is altered

Submitted at City Council
Date 7/21/10 Item 54
Juanita Clark

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

CHARLESTON NEIGHBORHOOD
PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

to 340 ft., an existing massage is within 638 ft., and the right of way is only 60ft. What kind of reputation would we strengthen?

#98—SUP-38137—NO, please to ALL THREE waivers. Will we break the constituent's trust, if the prize is big "enough"? This clever Financial Institution requests being 140 ft too close to Residential, 180 ft. too close to Another financial institution, AND be 600 sq ft. smaller in area than the required 1,500 sq. ft..

June Ingram
C N P President

June Ingram, PRESIDENT and BOARD
Charleston Neighborhood Preservation

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 Whaan-Jean Withers-Others

Attention: Lois TARKANIAN
City of Las Vegas

RECEIVED
CITY CLERK
2010 SEP 20 A 11:57

FUTURA

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

September 3, 2010

Elizabeth Ann Foyt
2116 Plaza Del Prado
Las Vegas, NV 89102-3914

Re: Futura Envia 3884 W Sahara Ave #98-SUP-38137

Dear Residents:

On August 8, 2010 we sent a letter to the residents regarding our request the "Check Cashing License in your neighborhood below is list of our fees for said services:

1) Payroll Check Cashed only maximum fee 2% of Check Amount.
2) Payroll Check Cashed with Wire Service 1% fee of Total Check Amount.
3) Money Gram fee for each money order $1.25.
4) Money Gram bill pay service fee for Regular $2.00 or Express $8.95
5) Uniteller Fee to wire money depends on the exchange rate it is $5.00 or $10.00.

We look forward to serving the community in a positive way. Thank you for your time.

We would appreciate your support in approving our request and if you would please send us a confirmation in writing of your approval prior to the next Council Meeting which will be here on October 6, 2010 and we would like to present them with your approval.

Sincerely,

Rosaura Ortega
President

Please contact your Council Representative either by phone (702) 229-6405 or Fax (702) 385-7268.

I support this request____

I oppose this request X

I strongly oppose this request. I do NOT wish to have any such business of this type in my Neighborhood. (Elizabeth Foyt

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

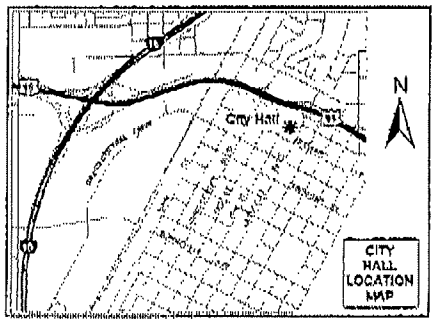
382-4803

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

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CITY CLERK
2010 JUL 12 P 12:40

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
PITNEY BOWES
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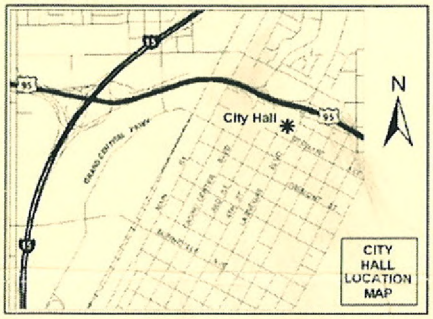
$ 00.41⁴
JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



XX LAS VEGAS NV 890 07-09-10

2010 JUL 15 A 11:01

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CITY CLERK

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.

Tragic if you allow an outlet for substandard loans within 60 feet of a residence. Do we really need another pay day loan outlet — no!

SUP-38137
City Council Meeting of 7/21/2010

MITCHELL LOUIS A & NORMA B
3434 WILD BUCK RUN
TEMPLE TX 76502-5488

APN#16205411003

Submitted after final agenda

Date 7/15/10 Item 98

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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JUL 08 2010
MAILED FROM ZIP CODE 89101

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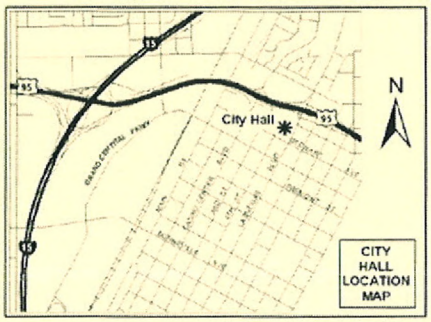
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
City Council Meeting of 7/21/2010

RECEIVED
2010 JUL 19 A 11:21
CITY CLERK

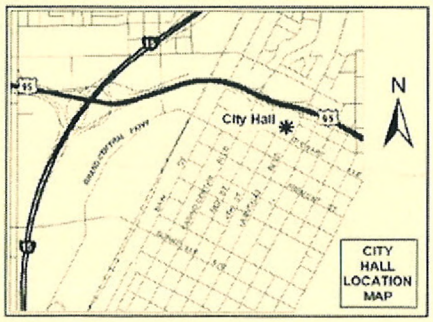
BADILLO-CORDOBA CELESTINO E
3805 EL JARDIN AVE
LAS VEGAS NV 89102-3891

APN#16206712055

Submitted after meeting
Date 7/19/10 Item 98

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-38137

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 ZIPCODE 89101

2010 JUL 20 P 1:08

RECEIVED
CITY CLERK

MCMANUS JAMIE
2113 PLAZA DEL DIOS
LAS VEGAS NV 89102-8985

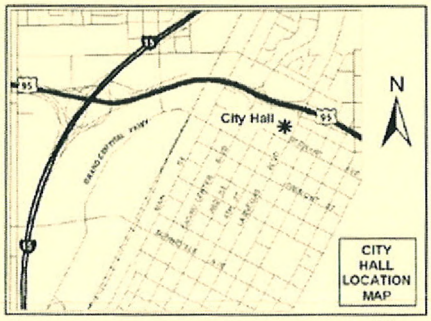
APN#16205314052

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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☒ 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

RECEIVED
CITY CLERK
2010 JUL 16 P 1:22

CASTRICONE FAMILY TRUST
CASTRICONE RICHARD & GLORIA TRS
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

APN#16206810106

to: LOIS TARKANIA
FAX: 385-7268

August 8, 2010

FUTURA

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

Elizabeth Ann Foyt
2116 Plaza Del Prado
Las Vegas, NV 89102-3914

Protest

Re: SUP-38137

Dear Residents:

As President of Futura Envia, with Corporate Office located at 331 SE 10th Ave. Hillsboro, OR.97123, I am writing to you to clarify the services we currently offer at our location listed above.

1) Money orders & bill pay, money wiring service through our Moneygram provider.
2) Money wiring internationally through our Uniteller provider.

The extra service that we are applying for to offer our customers is "CHECK CASHING OF PAYROLL CHECKS ONLY". This is an extra service that our customers have been requesting in order to cash their payroll checks to purchase money orders to pay for rent and bills and or wire money to their families abroad. Futura WILL NOT cash personal, third party or government checks and DOES NOT PROVIDE "Payday Advances or Loan Services" of any kind.

We strongly believe this service would also benefit this shopping center because it would allow our customers to find all services in one place and be able to do their shopping here instead of traveling elsewhere.

I would also like to mention that the Planning Department approved our petition with a clarification in writing that we will NOT conduct PAYDAY LOAN SERVICES OF ANY KIND, strictly cash payroll checks only. Now it is up to you and the City Council to approve this service.

I am respectfully asking that you please reconsider your approval on this petition and contact your local Councilwoman Lois Tarkanian (Ward 1) to approve our request for "Check Cashing Service".

You may do so by signing this letter and return via fax to the number listed. Your assistance and approval on this matter is truly appreciated.

Sincerely,

Rosaura Ortega
President

Please contact your Council Representative either by phone (702) 229-6405 or Fax (702) 385-7268.

I support this request ____

I oppose this request X

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2010 AUG 17 P 2:57

Lois — I am totally AGAINST having this business in my neighborhood. VOTE NO!
Elizabeth Foyt

Submitted after final agenda
Date 8/17/10 Item 92

RECEIVED
CITY CLERK

FUTURA

2010 AUG 13 P 3:48

August 8, 2010

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

Charleston Neighborhood Preservation
June Ingram, President

Fax: 702-877-2438

Re: SUP-38137

Support

Dear Residents:

As President of Futura Envia, with Corporate Office located at 331 SE 10th Ave. Hillsboro, OR.97123, I am writing to you to clarify the services we currently offer at our location listed above.

1) Money orders & bill pay, money wiring service through our Moneygram provider.
2) Money wiring internationally through our Uniteller provider.

The extra service that we are applying for to offer our customers is "CHECK CASHING OF PAYROLL CHECKS ONLY". This is an extra service that our customers have been requesting in order to cash their payroll checks to purchase money orders to pay for rent and bills and or wire money to their families abroad. Futura WILL NOT cash personal, third party or government checks and DOES NOT PROVIDE "Payday Advances or Loan Services" of any kind.

We strongly believe this service would also benefit this shopping center because it would allow our customers to find all services in one place and be able to do their shopping here instead of traveling elsewhere.

I would also like to mention that the Planning Department approved our petition with a clarification in writing that we will NOT conduct PAYDAY LOAN SERVICES OF ANY KIND, strictly cash payroll checks only. Now it is up to you and the City Council to approve this service.

I am respectfully asking that you please reconsider your approval on this petition and contact your local Councilwoman Lois Tarkanian (Ward 1) to approve our request for "Check Cashing Service".

You may do so by signing this letter and return via fax to the number listed. Your assistance and approval on this matter is truly appreciated.

Sincerely,

Rosaura Ortega
President

Please contact your Council Representative either by phone (702) 229-6405 or Fax (702) 385-7268.

I support this request X June Ingram Board

I oppose this request_____

RECEIVED
AUG 12 2010

www.futuraenvia.com

Submitted after final agenda
Date 8/16/2010 Item #92

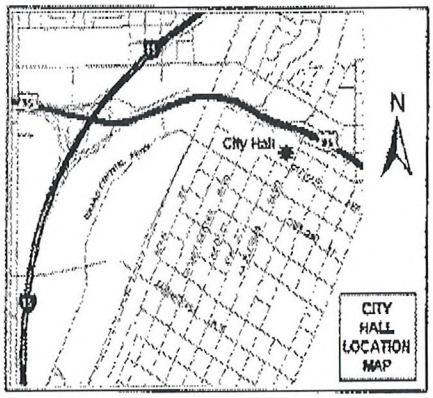
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 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.

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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MAILED FROM ZIP CODE 89101

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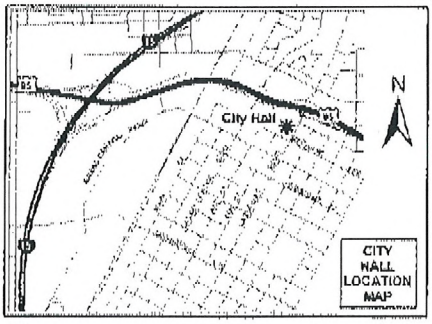

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 14 2010

385-7268

Case: SUP-38137

16205412006
FOYT ELIZABETH ANN
2216 PLAZA DEL PRADO
LAS VEGAS NV 89102-3914

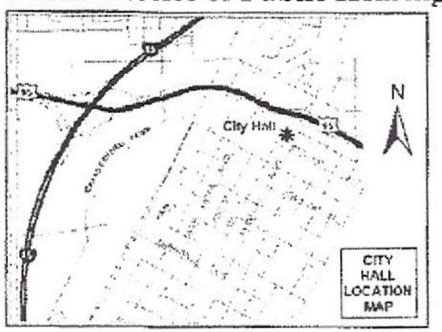
28P

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

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-38137

Planning Commission Meeting of 6/24/2010

Case: SUP-38137

16207514033
OLIVERIO BIAGIO & JOSEPHINE
32 TIMBER RIDGWAY
CALGARY AB T3R 1B9
CANADA 00000-0000

RECEIVED
JUN 23 2010

Submitted after final agenda
Date 6/23/10 Item 28

23 Jun 10 08:54a

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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JUN 11 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
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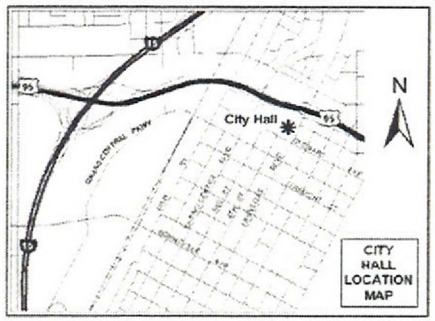

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:16
PLANNING & DEVELOPMENT

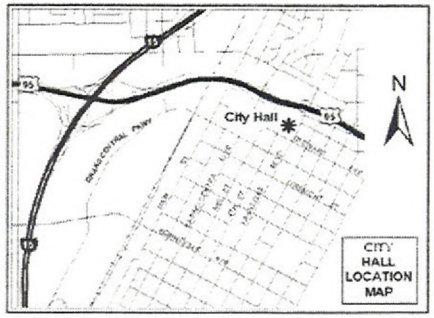
Case: SUP-38137

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

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-38137

Planning Commission Meeting of 6/24/2010

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0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

XX LAS VEGAS NV 890 06-12-10

RECEIVED
JUN 18 2010

Case: SUP-38137
16205411003
MITCHELL LOUIS A & NORMA B
3434 WILD BUCK RUN
TEMPLE TX 76502-5488

DAVDS11 76502

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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0004279218 JUN 11 2010
MAILED FROM ZIP CODE 89101

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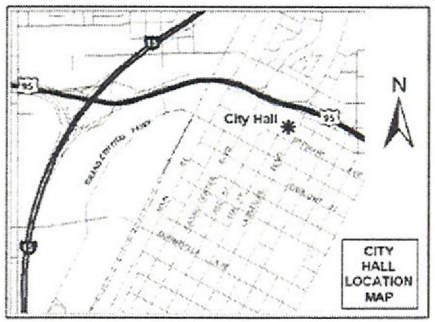
Official Notice of Public Hearing



Maybe "A FINANCIAL INST." WILL END UP WORSE THAN WHAT'S THERE NOW. NO

RECEIVED
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

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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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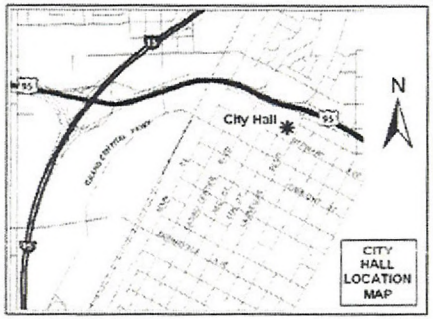

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

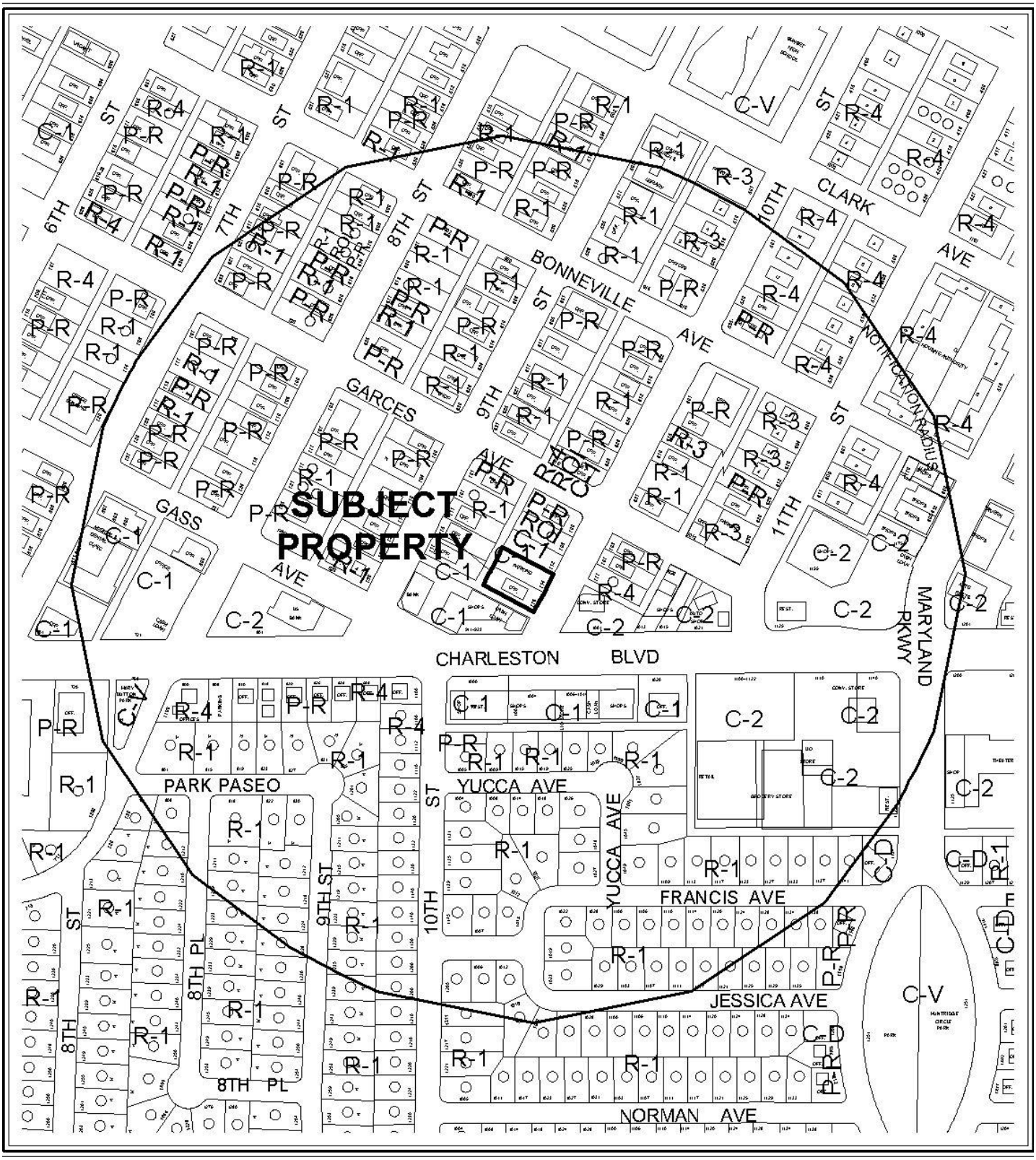
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38864 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC - Request for a Special Use Permit FOR A 1,100 SQUARE-FOOT BAILBOND SERVICE at 714 and 716 South Tenth Street (APN 139-34-810-104 and 105), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**3**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the August 26, 2010 Planning Commission Meeting Item SUP-38864



CASE: **SUP-38864**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 200 400 Feet

N

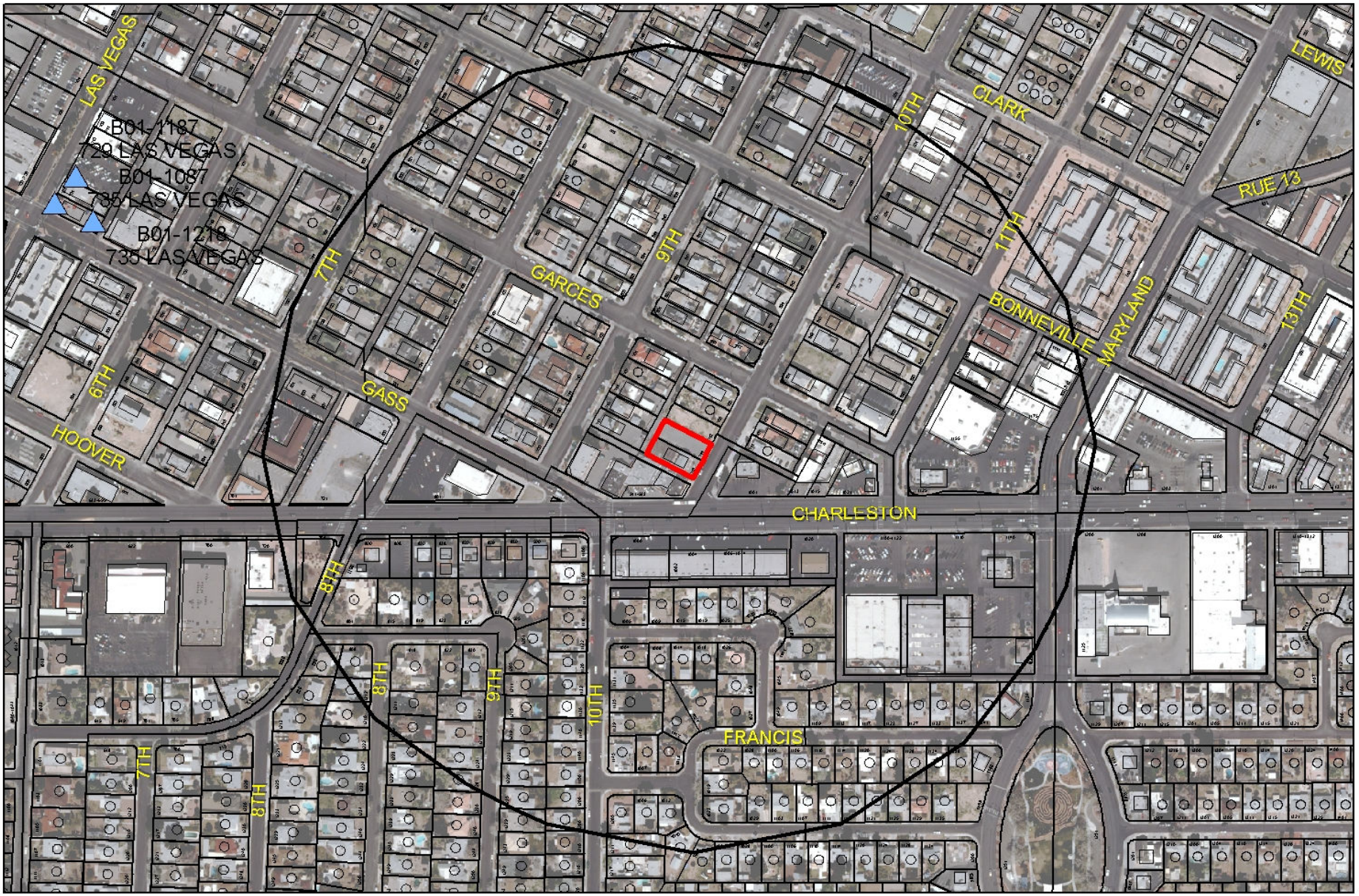
0 200 400 Feet

CASE: **SUP-38864**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-38864

Bail Bonds

Business Licenses

Bail Bond

Subject Property

1000 foot buffer

0 220 440 880 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38864	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-38864 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Bailbond Service use.

2. An off-site parking agreement for APN's 139-34-810-104 and 139-34-810-105 conforming to the requirements of Title 19.10.010(H)(1) shall be submitted to Planning and Development Department for approval and recorded prior to the issuance of a business license.

3. One van accessible handicap space conforming to the requirements of Title 19.10 shall be provided as depicted in the site plan date stamped 07/23/10.

4. All signage shall be in conformance with LVMC Title 19.14, or removed within 30 days of the date of final approval.

5. No vehicle signage shall be permitted as per LVMC Title 19.14.

RG

Conditions Page Two
October 20, 2010 - City Council Meeting

6. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 8:00 p.m.

7. 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.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 20, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a 1,100 square-foot Bailbond Service at 714 and 716 South 10th Street. If this application is denied, the proposed Bailbond Service use cannot be located within the subject site, nor can a business license be obtained for the use at this location.

ISSUES

- An off-Site Parking agreement for one handicapped parking space to be provided for the proposed use shall be recorded prior to the issuance of a business license.
- During a field check staff observed a sign installed on the roof of the building for the proposed use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/03/72	The City Council approved a Rezoning (Z-0026-72) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) for the parcel at 717 South 9th Street. The Planning Commission recommended approval.
02/06/91	The City Council approved a Rezoning (Z-0150-90) from R-1 (Single Family Residential), R-3 (Medium-Density Residential), R-4 (High-Density Residential), P-R (Professional Office and Parking) and C-1 (Limited Commercial) to C-1 (Limited Commercial) for two of the parcels that comprise the subject development. The Planning Commission recommended approval.
03/12/92	The Planning Commission approved the three Land Use Sector Maps of the General Plan.
08/26/10	The Planning Commission recommended APPROVAL (PC Agenda Item #14/rg).
09/06/99	The City Council approved a General Plan Amendment (GPA-0010-00) to amend portions of the Southeast Sector Plan to indicate areas of potential transition, correct errors from GIS data conversion, and to match actions taken since 1996.
09/06/00	The City Council approved the Las Vegas 2020 Master Plan. This site is within the Southeast Sector Area as described in the Plan.

10/01/03	The City Council approved an amendment (GPA-2497) to Map 9 of the City of Las Vegas Downtown Redevelopment Plan to consolidate all land use categories into four use designations. The subject site was designated as MXU (Mixed-Use).
11/01/06	The City Council approved a request to amend the Downtown Redevelopment Area Land Use Plan (GPA-14325), from MXU (Mixed Use) to C (Commercial) on 1.33 acres at 700, 708, 712, 714 and 716 South 10th Street and 715 and 717 South 9th Street. The Planning Commission recommended denial, whereas staff recommended approval.
	The City Council approved a request for a Special Use Permit (SUP-14339) for a proposed Mixed-Use Development at the northwest corner of Charleston Boulevard and Tenth Street. The Planning Commission recommended approval, whereas staff recommended denial.
	The City Council approved a request for a Variance (VAR-14342) to allow no stepback beyond the building setback line where a 1:1 stepback to height ratio is required along a street classified as collector or larger in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended denial.
	The City Council approved a request for a Variance (VAR-14345) to allow lot coverage of 56 percent where 50 percent is the maximum allowed in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended denial.
	The City Council approved a petition for a Vacation (VAC-12884) to vacate public alleys generally located south of Garces Avenue, between 9th and 10th Streets. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-14349) for a proposed Mixed-Use Development consisting of 350 residential condominium units and 18,000 square feet of commercial floor area within one 14-story and one 17-story building, and a waiver of the residential adjacency requirements on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning Commission and staff recommended denial.
	The City Council approved a request for an Extension of Time (EOT-25370) of an approved Site Development Plan Review (SDR-14349) for a proposed Mixed-Use Development consisting of 350 residential condominium units and 18,000 square feet of commercial floor area within one 14-story and one 17-story building, and a waiver of the residential adjacency requirements on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.

12/20/07	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-25371) for an approved Petition to Vacate (VAC-12884) public alleys generally located south of Garces Avenue, between 9th Street and 10th Street.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31559) of an approved Variance (VAR-14342) to allow no setback beyond the building setback line where a 1:1 setback to height ratio is required along a street classified as collector or larger in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-31560) of an approved Special Use Permit (SUP-14339) for a proposed Mixed-Use Development at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.
12/18/08	The City Council approved a request for an Extension of Time (EOT-31563) of an approved Variance (VAR-14345) to allow lot coverage of 56 percent where 50 percent is the maximum allowed in conjunction with a proposed Mixed-Use Development on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval.
	The City Council approved a request for an Extension of Time (EOT-31562) of an approved Site Development Plan Review (SDR-14349) for a proposed Mixed-Use Development consisting of 350 residential condominium units and 18,000 square feet of commercial floor area within one 14-story and one 17-story building, and a waiver of the residential adjacency requirements on 2.05 acres at the northwest corner of Charleston Boulevard and 10th Street. The Planning and Development staff recommended approval
10/06/10	The City Council voted to hold this item in abeyance at the request of the applicant.

Most Recent Change of Ownership	
05/28/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/01/91	A building permit (#91104815) was issued for a demolition of an existing building at 714 South 10th Street. The project was completed on 05/10/91.
05/03/91	A building permit (#91104981) was issued for a six-foot masonry wall at 714 South Tenth Street. The project was completed on 05/14/91.
06/01/10	A business license (#B01-01212) was processed by Business Licensing for a Bailbond Service at 716 South 10th Street. The license request was denied by Planning and Development Department requiring a Special Use Permit for a Bailbond Service.

Pre-Application Meeting	
06/25/10	A pre-application meeting was held with the applicant where elements of submitting a Special Use Permit for a Bailbond Service were discussed. The topic included: • Submitting a Site Plan showing the subject building and parking. • Handicapped parking shall be provided and comply with Title 19 standards. • Staff indicated to the applicant that the parking in front of the building does not comply with Title 19 standards and will not count towards the required parking.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
07/22/10	During a field check staff observed a sign installed on the roof of the building for the proposed use without a building permit for a sign. The rear parking lot is elevated higher than the office building in front of the property.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office and Parking Lot	C (Commercial)	C-1 (Limited Commercial)
North	Vacant	C (Commercial)	P-R (Professional Office and Parking)
South	General Retail	C (Commercial)	C-1 (Limited Commercial)
East	Convenience Store	C (Commercial)	C-2 (General Commercial)
West	Office	C (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			
Live/Work Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

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	
Bailbond Service	1,100 SF	1/300 SF	4		12		
Parking Lot (Off-Site Parking)					20		
TOTAL SPACES REQUIRED			4		32		
TOTAL (With Handicapped)			3	1	32	1	Y

ANALYSIS

The applicant is proposing to establish a Bailbond Service use within an existing Office Building. A Bailbond Service use is defined by Title 19.20.020 as "an establishment that makes available to the public undertakings of bail in connection with judicial proceedings."

The submitted site plan depicts two lots, the southern lot containing the Bailbond Service with 12 existing parking spaces and the northern lot containing additional parking spaces, including one van accessible handicap space. Although the number of spaces provided on the southern lot exceeds the number of spaces required for the proposed use, the handicap space must be accommodated on the northern lot due to grade differences that do not meet the minimum requirements of the American with Disabilities Act (ADA) for handicap accessibility. As a result, an off-site parking agreement has been required for the northern lot to ensure that the required handicap accessible space meeting all code requirements is provided for the use.

During a field check staff observed a sign installed on the roof of the building for the proposed use. No records of a building permit for such sign. A condition of approval has been added stating that the existing sign must be permitted in conformance with Title 19.14.

The proposed Bailbond Service use requires approval of a Special Use Permit within a C-1 (Limited Commercial) zoning district. The subject site is located within the Downtown Redevelopment Area and major land uses permitted within the Redevelopment Area include: Residential, Industrial, Commercial, Public/Semipublic and Park/Open Space. The property is within the Live/Work Overlay District; however, the proposed use is for a Bailbond Service and the overlay district standards are not applicable. The proposed use meets all applicable requirements as set forth pursuant to Title 19.04 requirements and can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses; therefore staff recommends approval with conditions of this request.

FINDINGS (SUP-38864)

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 Bailbond Service use can be conducted in a manner that is harmonious and compatible with existing surrounding development and land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The proposed Bailbond Service use will be located within an existing office building, which is vacant. The proposed use is appropriate in the subject C-1 (Limited Commercial) zoning designation and is consistent with other Bailbond Service uses in the area.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The access to the site is provided from 10th Street, an 80-foot right-of-way. An alley also provides access to the site. The alley is located adjacent to the west property line. 10th Street has sufficient capacity to accommodate the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Bailbond Service use meets all applicable requirements as set forth pursuant to Title 19.04 requirements.

PLANNING COMMISSION ACTION

This item was on the Planning Commission One Motion One Vote agenda. Since then conditions 4 and 5 may be clarified:

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 241 (By City Clerk)

APPROVALS 3

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38864** APN: 139-34-810-105 & 104

Name of Property Owner: Charleston Towers, LLC

Name of Applicant: Lloyds of Las Vegas DBA: Aztian Bail Bonds

Name of Representative: Karina Alfaro

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: Mark Dix

Subscribed and sworn before me

This 13th day of JULY, 2010

Elizabeth Moore

Notary Public in and for said County and State

ELIZABETH MOORE
COMM. #1806602
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Comm. Exp. JULY 15, 2012

RECEIVED
JUL 15 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Lloyds of Las Vegas DBA: Aztlan Bail Bonds

Project Address (Location) 716 S. 10th Street Las Vegas, NV 89101

Project Name _____ **Proposed Use** Bail Bond Office

Assessor's Parcel #(s) 139-34-810-105 & 164 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 1047 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Charleston Towers LLC **Contact** John Weisler

Address 18501 Collier Ave #B-106 **Phone:** (702) 595-4295 **Fax:** _____

City Lake Elsinore **State** CA **Zip** 92530

E-mail Address jwmichaels@earthlink.net

APPLICANT Aztlan Bail Bonds **Contact** Karina Alfaro

Address 716 S. 10th Street **Phone:** (702) 366-1421 **Fax:** (702) 366-1869

City Las Vegas **State** NV **Zip** 89101

E-mail Address aztlanbailbonds@yahoo.com

REPRESENTATIVE Huggins Law Office **Contact** Mr. Huggins

Address 228 S. Fourth Street **Phone:** (702) 387-4014 **Fax:** (702) 387-3129

City Las Vegas **State** NV **Zip** 89101

E-mail Address _____

Property Owner Signature* for: Charleston Towers LLC

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mark S. Dix

Subscribed and sworn before me

This 13th day of July, 20 10.

Elizabeth Moore

Notary Public in and for said County and State

ELIZABETH MOORE
COMM. #1806602
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Comm. Exp. JULY 15, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-39864
Meeting Date:	8-26-10
Total Fee:	$1030.00
Date Received:*	7-13-10
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

RECEIVED
JUL 15 2010

Charleston Towers, LLC
18501 Collier Ave. Suite B-106

Lake Elsinore, CA. 92530

July 13, 2010

Application / Petition Form

Planning and Development Department

I, Mark Dix , am the managing member and have financial interest in said property located at 716 S.. 10th Street, Las Vegas, 89101.

Best regards,

Mark Dix
em

Property Owner Signature _____

Print Name MARK S. DIX

Subscribed and sworn before me
This 13th day of July, 2010
Elizabeth Moore

ELIZABETH MOORE
COMM. #1806602
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Comm. Exp. JULY 15, 2012

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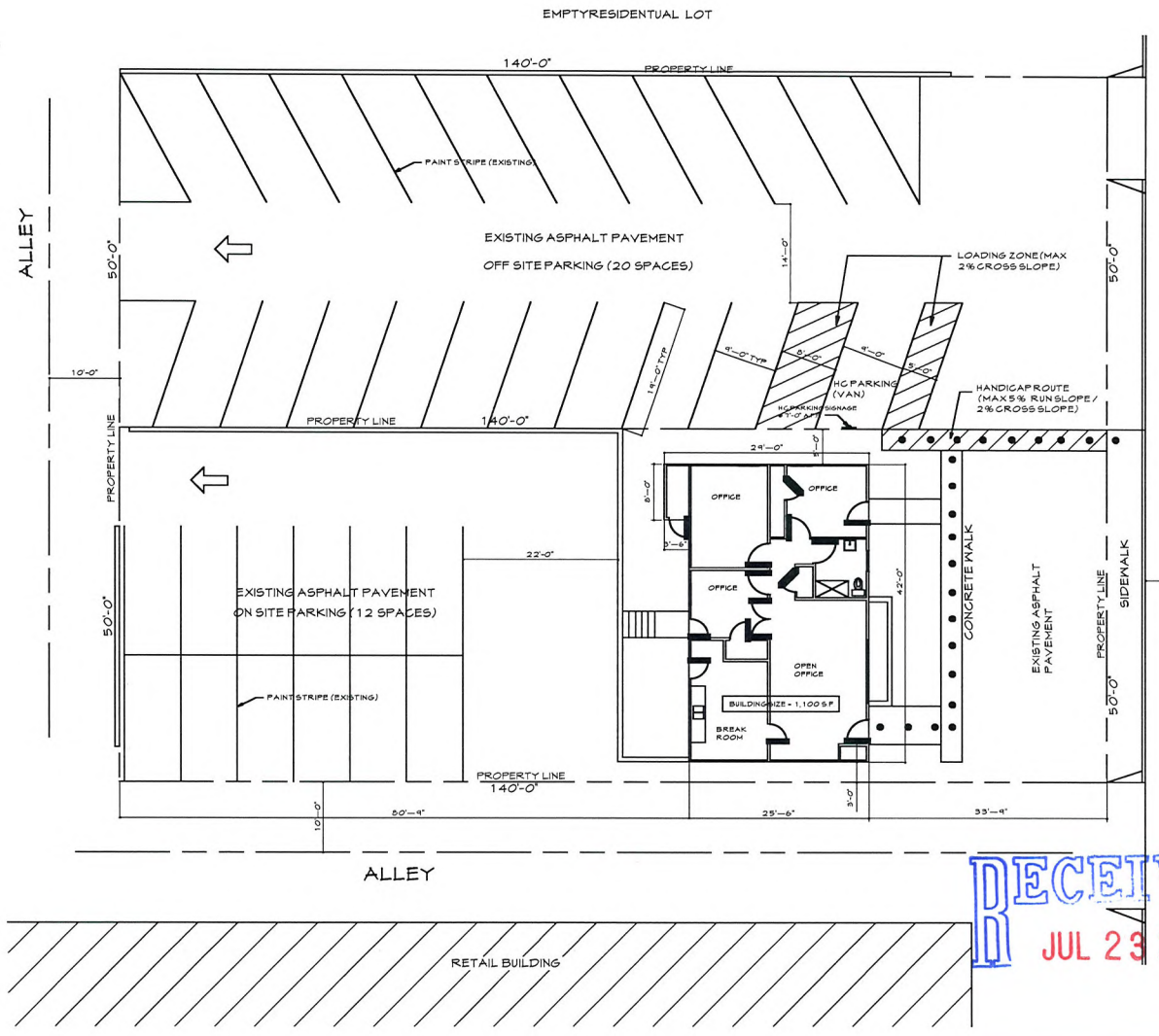
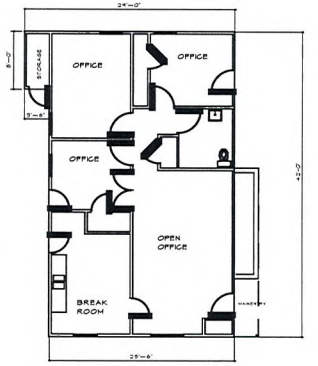
JUL 15 2010



EXISTING SITE PLAN

SCALE: 1/8"



BUILDING SIZE = 1,100 S.F.

OFFICE OCCUPANCY =
1,100 S.F. / 100 = 11 PERSONS

EXISTING FLOOR PLAN

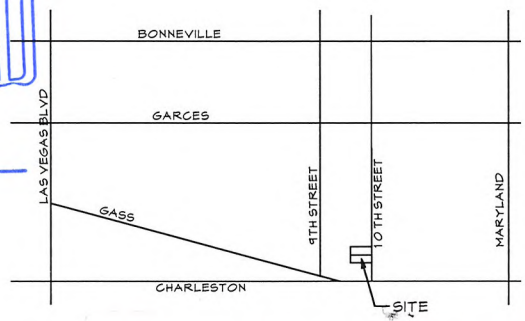
SCALE: 1/8"

PARKING ANALYSIS

PARKING PROVIDED : 12 SPACES ON SITE
20 SPACES OFF SITE
32 SPACES TOTAL

PARKING REQUIRED:
1,100 S.F. BUILDING SIZE / 300 = 4 SPACES

PROPERTY SIZE = 7,000 S.F.



VICINITY MAP

RECEIVED
JUL 23 2010

Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101

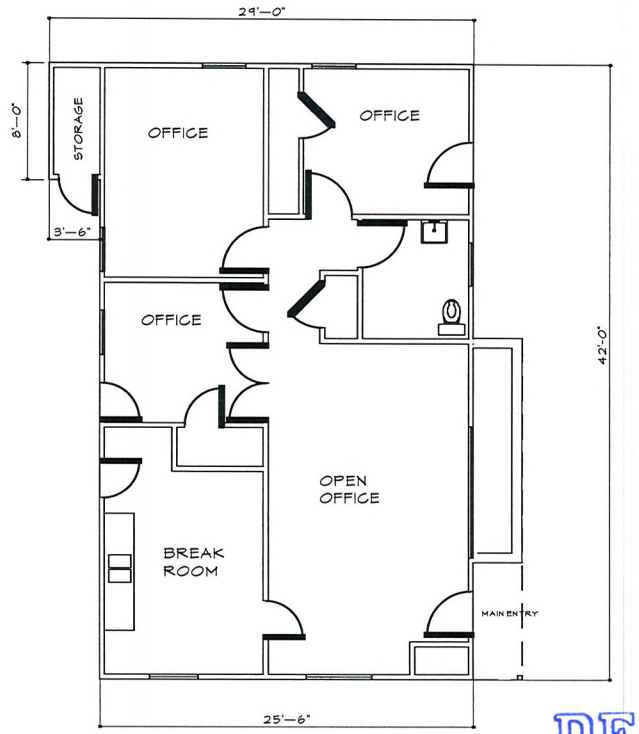
Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101
SITE PLAN / FLOOR PLAN AS-BUILT

REVISIONS

RICHARD P. THRELFALL ARCHITECT, INC.
6512 WEST DIABLO DRIVE
LAS VEGAS, NEVADA 89118
(702) 388-0716 VOICE
(702) 873-3717 FAX
RPTARCH@COX.NET

A-1

SUP-38864
REVISED



BUILDING SIZE = 1,100 S.F.

OFFICE OCCUPANCY =
1,100 S.F. / 100 = 11 PERSONS

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JUL 23 2010

EXISTING FLOOR PLAN
SCALE: 1/4"

NORTH

Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101

Axtlan Bail Bonds Office
716 South 10th Street
Las Vegas, Nevada 89101
FLOOR PLAN AS-BUILT

REVISIONS
1
2
3
4

ALL DRAWINGS, SPECIFICATIONS, COPIES AND THEIR DERIVATIVES THEREOF PURSUED BY THE ARCHITECT ARE AND SHALL REMAIN HIS SOLE PROPERTY. ANY USE OR REPRODUCTION OF IN WHOLE OR IN PART IS STRICTLY PROHIBITED EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF RICHARD P. THRELFALL ARCHITECT.

RICHARD P. THRELFALL ARCHITECT, INC.
6512 WEST DIABLO DRIVE
LAS VEGAS, NEVADA 89118
(702) 388-0716 VOICE
(702) 873-3717 FAX
RPTARCH@COX.NET

A-2

SUP-38864
REVISED

SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10

SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10

SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10

SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10

SUP-38864 - APPLICANT: AZTLAN BAIL BONDS - OWNER: CHARLESTON TOWERS, LLC
714 & 716 SOUTH TENTH STREET

07/22/10

3003 S. Valley View Blvd. # 150
Las Vegas, NV 89102
702.366.1421 Phone
702.366.1869 Fax

07/13/2010

To whom it may concern:

We Lloyds of Las Vegas DBA: Aztlan Bail Bonds are a bail bonds office with 3 employees. Our hours of operations are 8:00 am to 8:00 pm, seven (7) days a week. We have 2 other locations already licensed; location #1 Free at Last Bail Bonds located at 3003 s Valley View # 150 Las Vegas, NV 89102 & Location #2 Free at Last Bail Bonds Located at 2657 N. Las Vegas Blvd Ste. D North Las Vegas, NV 89030. We have a bail license through the Division of Insurance to cover all the locations, License # 622315 for both Free at Last Location and License # 699924 for Aztlan Bail Bonds (Information is also attached). If you should need any more information or should have any questions or concern please feel free to reach our office at 702-366-1421.

Thank you,

07.13.10

Lloyd J. Henderson
President/Owner

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JUL 13 2010

SUP-38864

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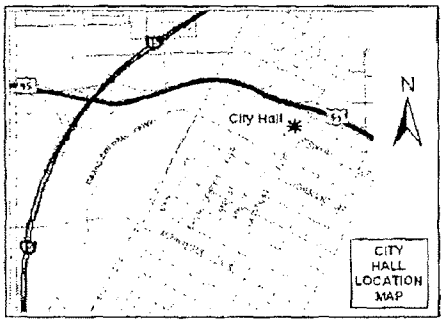
CITY CLERK

2010 SEP 22 A 9:05

ty of Las Vegas
Tice Of The City Clerk
0 Stewart Avenue
is Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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 Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

5UP-38864

City Council Meeting of 10/06/2010

ADAMI CARL B
MCGILL MELISSA M
1114 FRANCIS AVE
LAS VEGAS NV 89104-1500

APN#16203514014

09/18/2010 SAT 13:47 [TX/RX NO 8299] 001

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CITY CLERK

2010 SEP 20 A 7:54

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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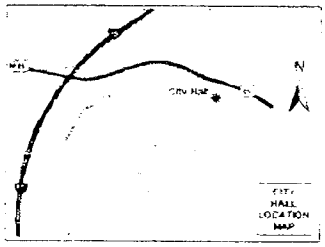

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments

SUP-38864

City Council Meeting of 10/06/2010

STUFF CLAYTON C
1004 YUCCA AVE
LAS VEGAS NV 89104-1503

APN#162035120[illegible]

GAVDELL 89104

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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MAILED FROM ZIP CODE 89101

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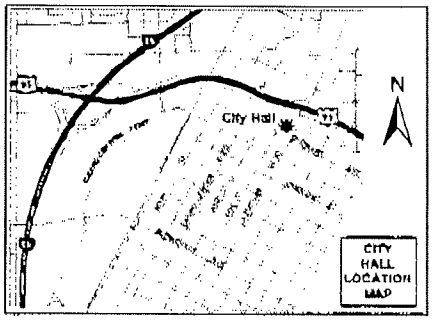
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864
City Council Meeting of 10/06/2010

RECEIVED
2010 SEP 27 A 8:01
CITY CLERK

WHITT FAMILY TRUST
WHITT PERRY B & ARMINTA J TRS
2701 BRYANT AVE
LAS VEGAS NV 89102-2161

APN#13934811014

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***SUP-38864 - APPLICANT: AZTLAN BAIL BONDS • OWNER: CHARLESTON TOWERS, LLC***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *AUGUST 26, 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 *AUGUST 25 2010*.

Signature — Date: 08.23.10

Lloyd J. Henderson

Please Print Name

AZTLAN BAIL BONDS

Company Name

RECEIVED
AUG 24 2010

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

14

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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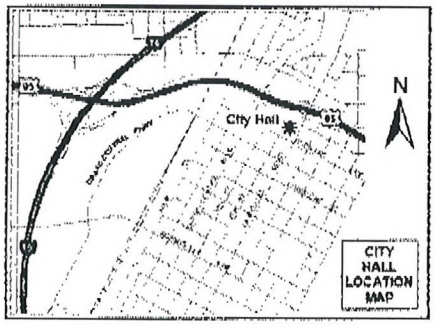

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864
Planning Commission Meeting of 8/26/2010

THE NEIGHBORHOOD HAS GONE "DOWNHILL" ENOUGH THE WAY IT IS. WE DO NOT NEED THE TYPES OF PEOPLE BAIL BONDS ESTABLISHMENTS ATTRACK COMING INTO THE NEIGHBORHOOD ANY MORE THAN ALREADY IS.

Case: SUP-38864
16203512016
STUPP CLAYTON C
1004 YUCCA AVE
LAS VEGAS NV 89104-1507

TOTAL P.01

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AUG 16 2010

14P

AUG-16-2010 02:32 FROM:P B WHITT 702 258 6066 TO:3857268 P.1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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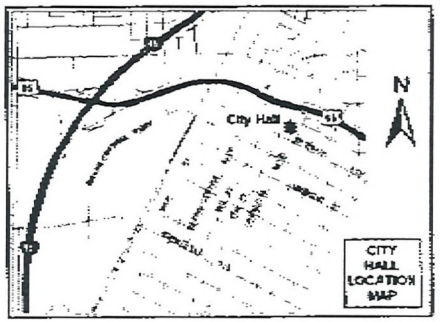

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

Planning Commission Meeting of 8/26/2010

Case: SUP-38864

13934811014
WHITT FAMILY TRUST
2701 BRYANT AVE
LAS VEGAS NV 89102-2161

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FAX0511 89103

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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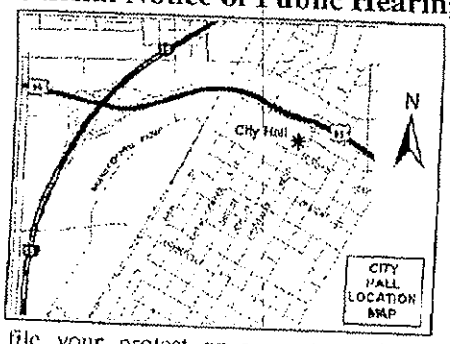
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

Planning Commission Meeting of 8/26/2010

13934810093 Case: SUP-38864
KIM WONSON & HAESOOK
2101 S WATSON ST
LA HABRA CA 90631-9518

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AUG 23 2010

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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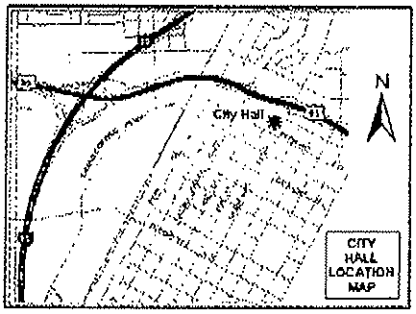

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Case: SUP-38864

13934810075
CHARLESTON TOWERS L L C
18501 COLLIER AVE #B-106
LAKE ELSINORE CA 92530-2764

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864
Planning Commission Meeting of 8/26/2010

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AUG 25 2010

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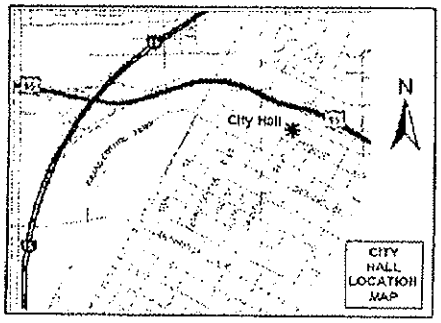
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38864

Planning Commission Meeting of 8/26/2010

Case: SUP-38864

13934810092
KIM WONSON & HAESOCK
2101 S WATSON ST
LA HABRA CA 90631-9518

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AUG 23 2010

14A

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

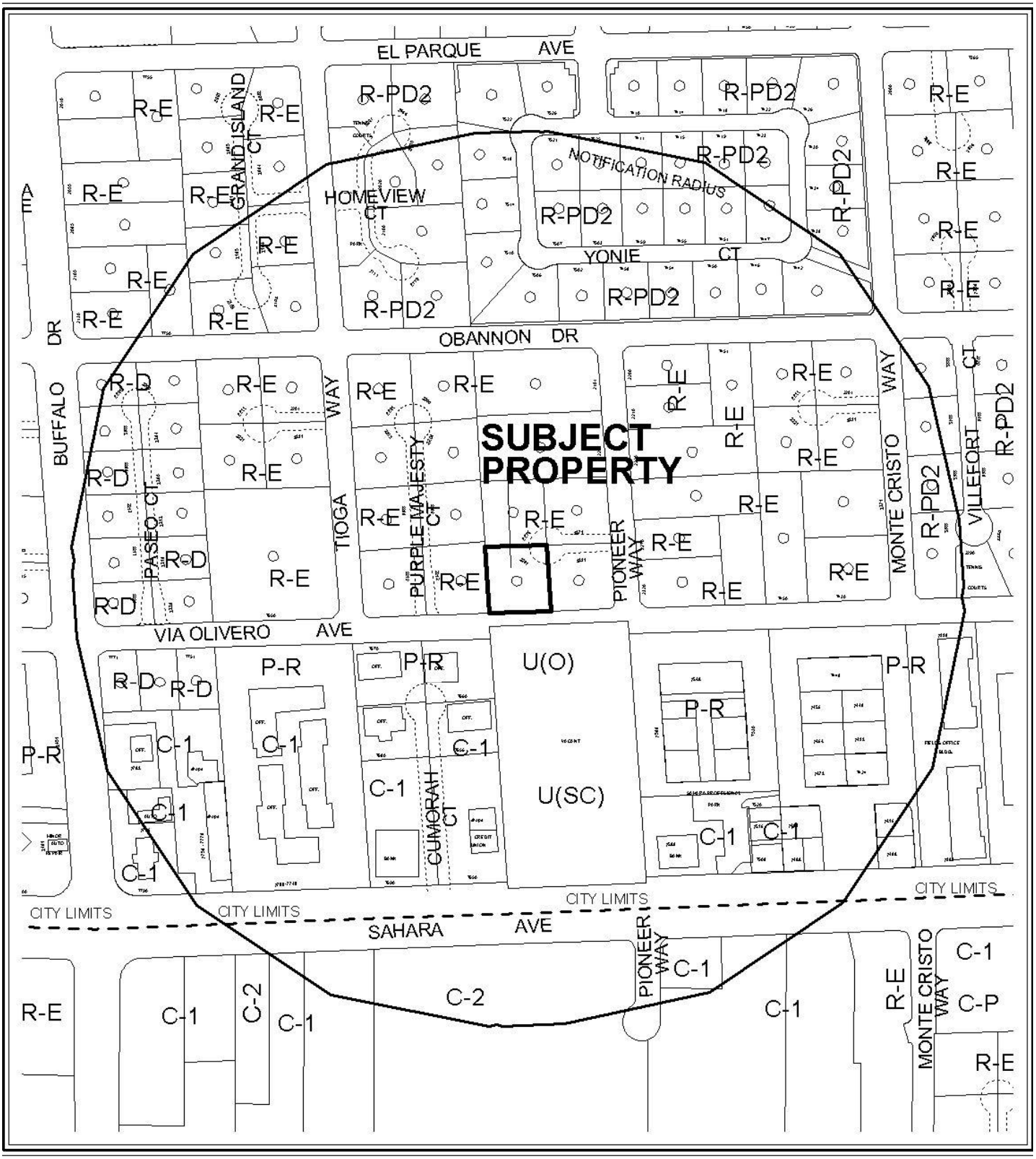
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-39068 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROXANNE SHERIDAN - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE THREE FEET IS REQUIRED on 0.54 acres at 2281 South Pioneer Way (APN 163-03-402-007), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-39068 and SUP-39069
2. Conditions and Staff Report - VAR-39068 and SUP-39069
3. Supporting Documentation
4. Photos - VAR-39068 and SUP-39069
5. Justification Letter - VAR-39068 and SUP-39069
6. Protest Postcards
7. Backup referenced from the September 23, 2010 Planning Commission Meeting Item VAR-39068



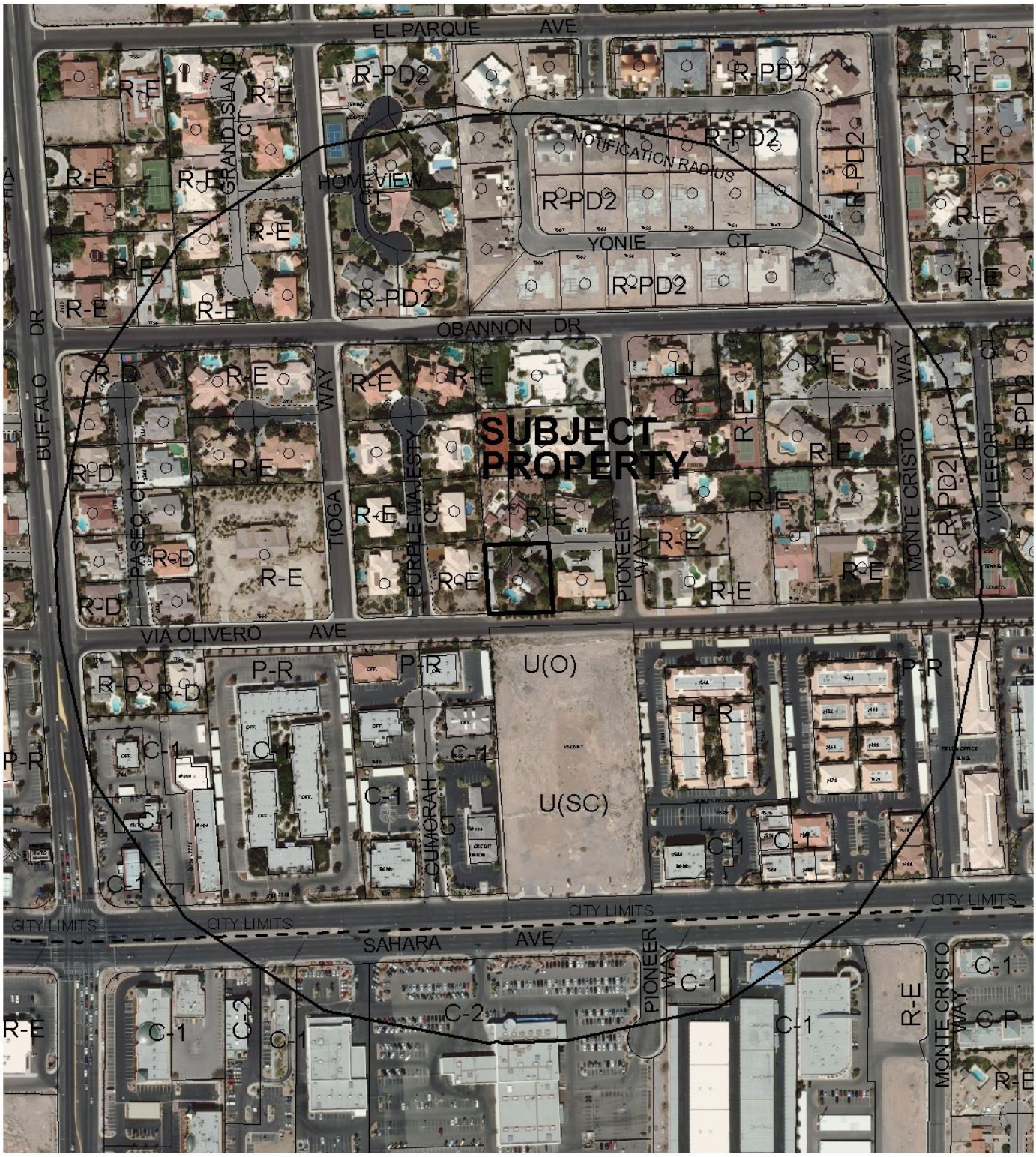
CASE: **VAR-39068 AND SUP-39069**

0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 300 600 Feet

CASE: **VAR-39068 AND SUP-39069**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: ROXANNE SHERIDAN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-39068	Staff recommends DENIAL, if approved subject to conditions:	
SUP-39069	Staff recommends DENIAL, if approved subject to conditions:	VAR-39068

** CONDITIONS **

VAR-39068 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-39069) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits for all structures on the site 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 any 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-39069 CONDITIONS

Planning and Development

1. There shall be a review at a public hearing in September of 2011 to ensure that all structures obtain all permits and finals, and there has been no neighborhood disruption.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Accessory Structure (Class I) use.

3. Approval of and conformance to the Conditions of Approval for Variance (VAR-39068) shall be required.

4. This approval shall be void two years from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

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. One additional parking space for a total of three spaces shall be provided on site in conformance with the provisions of 19.04 and 19.10.

7. Pursuant to Title 18.12.250(C)(1), approval of a second driveway location to Via Olivero shall be obtained from the Director of Public Works within 30 days of final approval.

8. All necessary building permits shall be obtained for all existing accessory structures within 60 days of final approval or the structures shall be removed.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

11. 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 Via Olivero Avenue. Alternatively, provide a letter from the Southern Nevada Health District stating that the existing septic tank is acceptable.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an existing 1,088 square-foot Accessory Structure (Class I) on a developed single-family residential lot at 2281 South Pioneer Way. The lot contains an existing 3,840 square-foot residence and an unpermitted accessory structure totaling 1,088 square feet of building area. Staff recommends denial, as the use does not comply with Title 19 requirements for an Accessory Structure (Class I) use. The structure was built without building permits and with a zero side yard setback. If these applications are denied, the Accessory Structure (Class I) will need to be removed from the property.

ISSUES

- An Accessory Structure (Class I) use is permitted in the R-E (Residence Estates) zoning district with the approval of a Special Use Permit.
- Approval of an associated Variance (VAR-39068) is required prior to approval of a Special Use Permit, to allow a zero-foot side yard setback where three feet is required.
- A second accessory structure is also present on the subject site, but was not included in this review. Building permits are required for all structures on site, as conditioned.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/19/86	The City Council approved an Annexation (A-0009-85) of 1,470 acres, including the subject parcel. The Annexation became final on 03/28/86.
11/23/98	The City Council approved a request to amend a portion of the Southwest Sector of the General Plan on properties bounded by the Holmby Avenue Drainage Alignment, Via Olivero Avenue, Rainbow Boulevard and Durango Drive, From: R (Rural Density Residential) To: DR (Desert Rural Density Residential).
08/09/03	A code enforcement case (2262) was processed for a propane tank without permits. The case was resolved on 08/14/03.
11/03/04	A code enforcement case (23553) was processed for a using a residential property having parties and banquets that are catered and/or weddings with valet. The case was resolved on 11/30/04.
05/10/07	A code enforcement case (23553) was processed for a using a residential property having parties and banquets that are catered and/or weddings with valet. The case was resolved on 05/16/07.

12/03/09	A code enforcement case (84553) was processed for a using a residential property having parties and banquets that are catered and/or weddings with valet. Several apartments/guest houses were built on the property which they apparently are renting out. The case is still open.
09/23/10	Planning Commission (6-0 vote) recommended APPROVAL of companion items VAR-39068 and SUP-39069 (PC Agenda Item #24 & 25/jg).

Most Recent Change of Ownership	
03/29/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1986	The single family residence was constructed.

Pre-Application Meeting	
03/26/10	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • A Variance will be required for a zero-foot side yard setback.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/19/10	Staff conducted a field check and noted a well maintained Single Family Residence, with multiple unpermitted accessory structures.

Details of Application Request	
Site Area	
Net Acres	0.56

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Undeveloped	O (Office)	U (Undeveloped)

East	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		N
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 (19.08.040.), the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	23,948 SF	Y
Min. Lot Width	100 Feet	159 Feet	Y
Min. Setbacks (Accessory Structure) • Front • Side • Corner • Rear	 Not Allowed 3 Feet N/A 3 Feet	 N/A 0 Feet N/A 8 Feet	 N/A N N/A Y
Min. Distance Between Buildings	6 Feet	17 Feet	Y
Max. Building Height	Lesser of 2 stories, 35 feet or the height of the principal building	10 Feet	Y
Max. Floor Area (Accessory Structures)	1,920 SF	1,088 SF	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Private Street via Pioneer Way	N/A	40-foot	Y
Via Olivero Avenue a local street	N/A	60 feet	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement						
Use		***Required***		***Provided***		***Compliance***
		Parking Ratio	Parking		Parking	
Single Family Residence	2 spaces per dwelling unit		2		2	Y
Accessory Structure (Class I)	One additional space must be provided beyond the number of spaces normally required		1		0	N
TOTAL SPACES REQUIRED			3		2	N

ANALYSIS

This is a request for a Special Use Permit for an existing unpermitted 1,088 square-foot, single story Accessory Structure, (Class I) on a developed single-family residential lot at 2281 South Pioneer Way. An Accessory Structure (Class I) use is defined by Title 19.20.020 as "an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests." If the principal dwelling is owner-occupied, a Class I accessory structure may be offered or occupied as a rental unit. The subject property is located in the Rural Preservation Overlay District and fails to meet Objective # 3, which is to provide adequate buffer areas, as is evidenced by the requested Variance. Located at the southwest corner of the site is a gate that allows access to Via Olivera. Pursuant to Title 18.12.250(C)(1), no more than a single entrance or circular driveway shall be provided for any single-family residential lot, unless approved by the Director of Public Works. The submitted site plan does not indicate the location of an additional space that is required for an Accessory Structure (Class I), pursuant to Title 19.04. Conditions of Approval have been added to address these issues.

Approval of an associated Variance (VAR-39068) is required as the existing Accessory Structure, (Class I) was constructed with a zero-foot side yard setback. Since the hardship is a self-created, staff recommends denial of the Variance and consequently staff recommends denial of this Special Use Permit request.

FINDINGS (VAR-39068)

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 constructing the Accessory Structure, (Class I) contrary to Title 19 requirements without obtaining building permits. Removal of the existing Accessory Structure, (Class I) and reconstruction with building permits and inspections would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-39069)

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 incompatible with the DR (Desert Rural Density Residential) General Plan designation and is located within an existing R-E (Residence Estates) subdivision and is incompatible due to the required buffer areas are not provided from neighboring properties. Therefore, the use cannot be conducted in a manner that is harmonious and compatible with the surrounding residential uses as the requested Variance indicates.

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 existing Accessory Structure (Class I) use. However, the location of the structure on the lot does not conform to Title 19.08 Development standards.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The main access to the site is from a private street off of Pioneer Way. The site also has a secondary access entry from Via Olivero Way. No more than a single entrance or circular driveway shall be provided for any single-family or duplex residential lot. Except as otherwise permitted by this Chapter or by City standards, or as otherwise approved by the Director of Public Works

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.

If approved, the proposed use on this site will be subject to periodic inspection by regulatory agencies for business licensing and environmental health, and it will therefore 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.

As conditioned, the proposed use meets all applicable conditions of Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission added the condition requiring a review as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 106 (By City Clerk)

APPROVALS 0

PROTESTS 2

JG

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-39068 APN: 3103 20 052

Name of Property Owner: Roxanne Sheridan

Name of Applicant: (SAME)

Name of Representative: BILL SPAULDING

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A

APN: N/A

Signature of Property Owner: Roxanne Z Sheridan

Print Name: Roxanne Zana Sheridan
AKA Roxanne Welsh Sheridan

Subscribed and sworn before me

This _____ day of _____, 20__

SEE ATTACHED CALIFORNIA JURAT

Notary Public in and for said County and State

RECEIVED
AUG 03 2018
City of Las Vegas

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of MARIN

Subscribed and sworn to (or affirmed) before me on this

1ST (Date) day of JULY (Month), 2010 (Year), by

(1) ROXANNE ZONA SHERIDAN (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

JENNIFER S. HARWOOD
Commission # 1775591
Notary Public - California
Marin County
My Comm. Expires Nov 4, 2011

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: STATEMENT OF FINANCIAL INTEREST

Document Date: JULY 1, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: NO OTHER SIGNERS

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Pool Room / Summer Outdoor Kitchen

Project Address (Location) 2281 S. Pioneer Way Las Vegas, NV

Project Name Residence **Proposed Use** Pool

Assessor's Parcel #(s) ~~310320052~~ 16363402007 **Ward #** 1

General Plan: existing DR proposed ____ **Zoning:** existing RE proposed ____

Commercial Square Footage ____ **Floor Area Ratio** ____

Gross Acres .55 **Lots/Units** ____ **Density** ____

Additional Information ____

PROPERTY OWNER Roxanne Sheridan **Contact** Bill Spaulding

Address 2281 S. Pioneer Way **Phone:** 661-917-6887 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89117

E-mail Address rzsheridan@aol.com

FAX (702) 228-9496

APPLICANT (Same As Owner Above) **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

REPRESENTATIVE BILL SPAULDING **Contact** BILL

Address 39610-87th ST. W. **Phone:** 661-917-6887 **Fax:** ____

City LEONA VALLEY **State** CA. **Zip** 93551

E-mail Address BILL SPAULDING 55 AT YAHOO.COM

Property Owner Signature* Roxanne K Sheridan

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Roxanne W. Sheridan

AKA Roxanne Zena Sheridan

Subscribed and sworn before me

This ____ day of ____, 20 ____

Notary Public in and for said County and State

SEE ATTACHED CALIFORNIA JURAT

FOR DEPARTMENT USE ONLY

Case #	VAR-39068
Meeting Date:	9-23-10
Total Fee:	$30
Date Accepted:	8-31-10
Accepted By:	F.S

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.doc

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6 _____ _____

Signature of Document Signer No. 1 — Signature of Document Signer No. 2 (if any)

State of California

County of MARIN

Subscribed and sworn to (or affirmed) before me on this

1ST (Date) day of JULY (Month), 20 10 (Year), by

(1) ROXANNE ZONA SHERIDAN (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

JENNIFER S. HARWOOD
Commission # 1775591
Notary Public - California
Marin County
My Comm. Expires Nov 4, 2011

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: APPLICATION / PETITION FORM

Document Date: JULY 1, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: NO OTHER SIGNERS

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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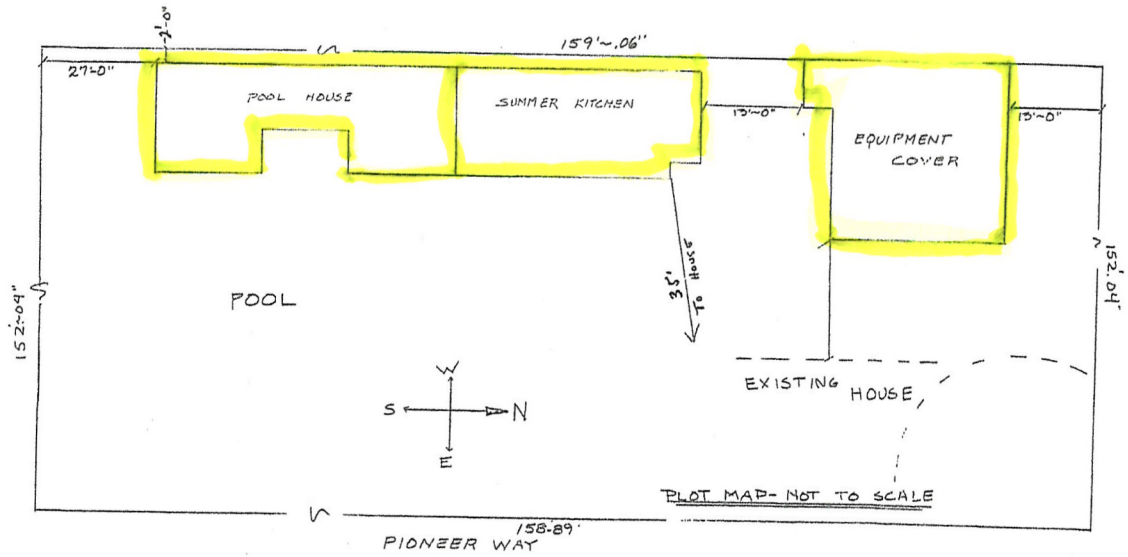
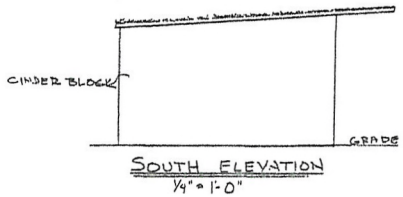
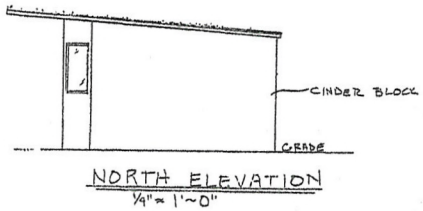
PLOT PLAN VARIANCE



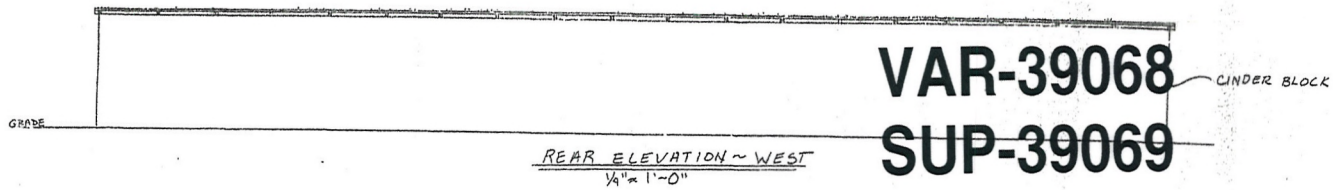


SOUTH ELEVATION
1/4" = 1'-0"



NORTH ELEVATION
1/4" = 1'~0"

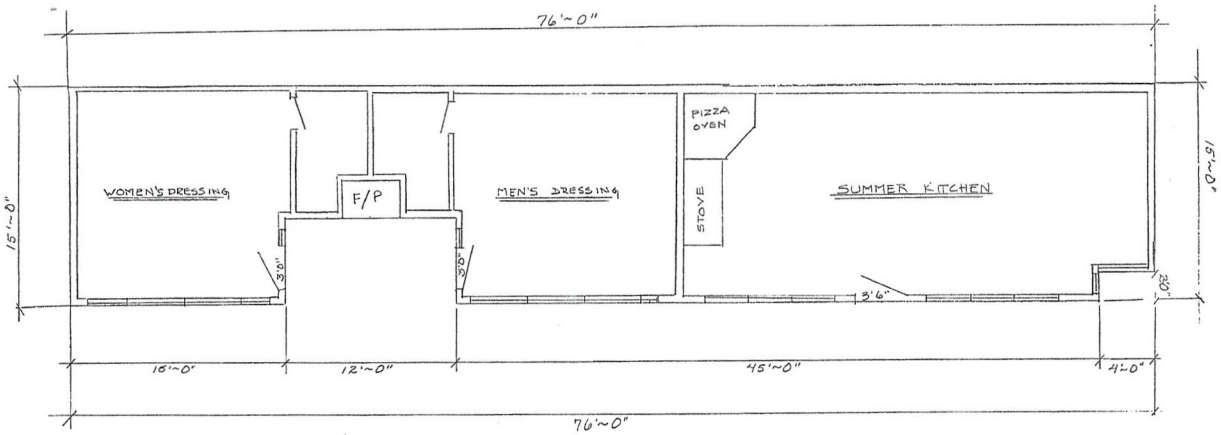
RECEIVED
AUG 03 2010
City of Las Vegas



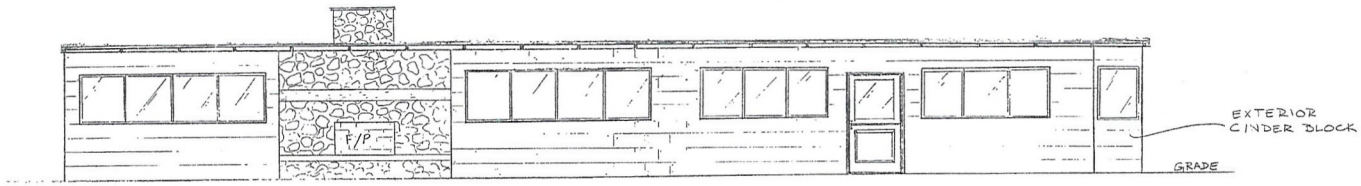
REAR ELEVATION ~ WEST
1/4" = 1'-0"

VAR-39068
SUP-39069

FLOOR PLAN



FLOOR PLAN 1/4"=1'-0" 1088 SQ. FT.



FRONT ELEVATION
EAST

SHERIDAN~ Pool House~
APN: 2129932
2281 South Pioneer Way
LAS VEGAS, NEVADA

CONTACT: BILL SPAULDING
(661) 917-6887

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JUN 29 2010
City of Las Vegas

VAR-39068
SUP-39069

RECEIVED
AUG 03 2010
City of Las Vegas

RECEIVED

AUG - 3 2010

VAR-39068

SUP-39069

RECEIVED

AUG - 3 2010

VAR-39068
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RECEIVED
AUG – 3 2010

VAR-39068
SUP-39069

RECEIVED
AUG - 3 2010

VAR-39068
SUP-39069

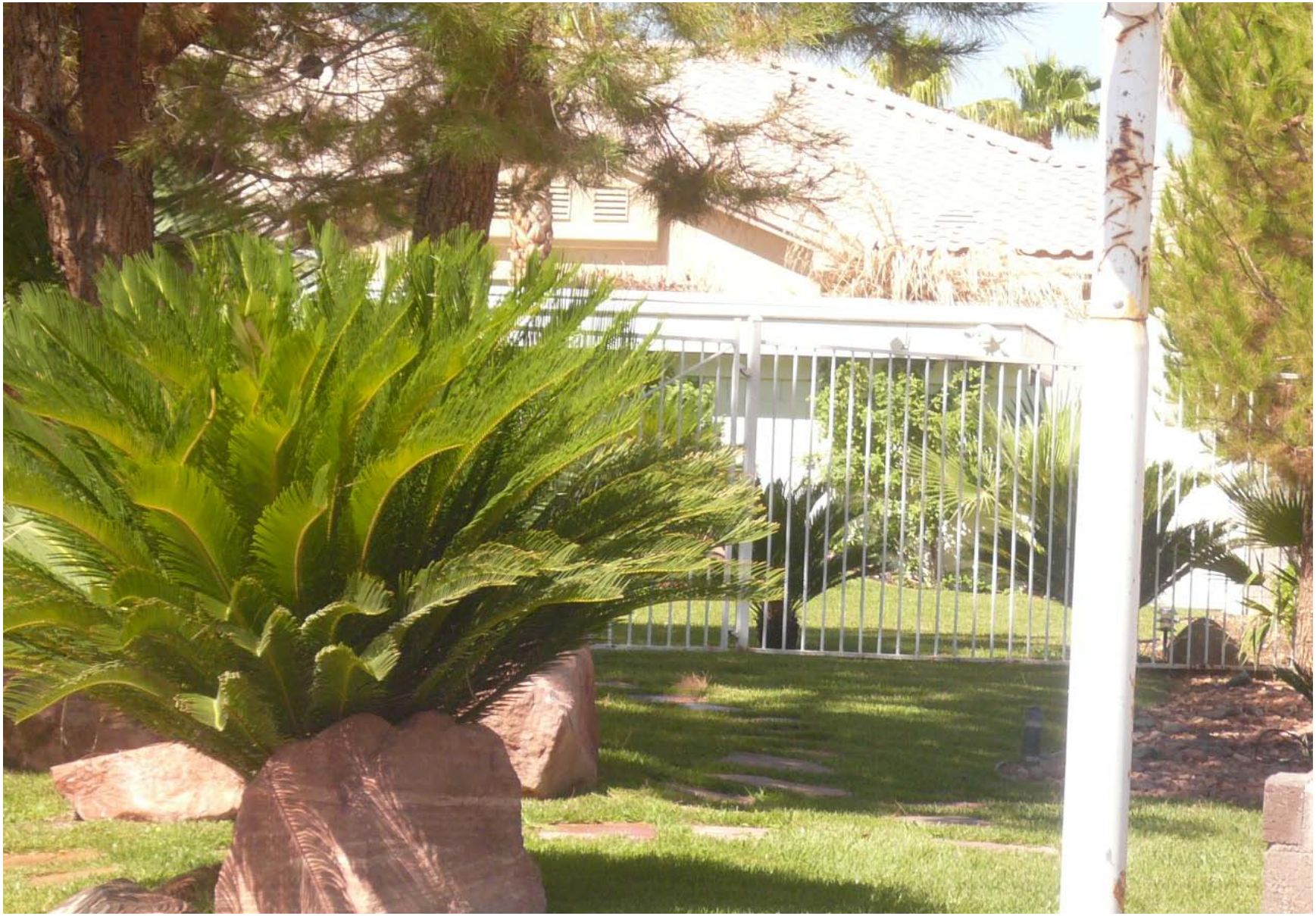
RECEIVED
AUG -3 2010

VAR-39068 & SUP-39069 - APPLICANT/OWNER: ROXANNE SHERIDAN
2281 SOUTH PIONEER WAY

08/19/10

VAR-39068 & SUP-39069 - APPLICANT/OWNER: ROXANNE SHERIDAN
2281 SOUTH PIONEER WAY

08/19/10



VAR-39068 & SUP-39069 - APPLICANT/OWNER: ROXANNE SHERIDAN
2281 SOUTH PIONEER WAY

08/19/10

VAR-39068 & SUP-39069 - APPLICANT/OWNER: ROXANNE SHERIDAN
2281 SOUTH PIONEER WAY

08/19/10

Roxanne W. Sheridan
2281 S. Pioneer Way
Las Vegas, Nevada 89117

February 18, 2010

VIA FACSIMILE (702) 474-0352

Planning Department
City of Las Vegas

Re: 2281 S. Pioneer Way
Las Vegas, Nevada 89117
Parcel No: 310-320-052

To Whom It May Concern:

Pursuant to your request for a Justification Letter, please be advised the outer structure located in the backyard at 2281 S. Pioneer Way is utilized as a Men/Women Pool House/Dressing Room and an outdoor Summer Kitchen area. These areas are used by myself as owner for personal purposes only. None of the structure is utilized for any non-residential or business purpose. The satellite building which existed when I purchased the home is utilized strictly for personal entertainment.

Consequently, I am requesting a variance for use aligned with the above only. All inquiries and/or communications should be directed to Bill Spaulding – Spaulding Construction at (661) 917-6887. Mr. Spaulding has informed me that he will be forwarding the plot plan by Friday February 26, 2010.

Thank you for your assistance in this matter.

Very truly yours,

Roxanne W. Sheridan

/rs

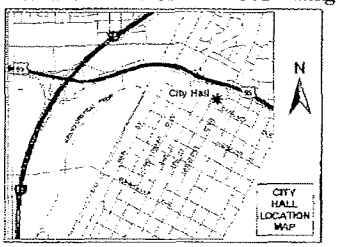
RECEIVED
AUG 03 2010
City of Las Vegas

VAR-39068
SUP-39069

Oct. 10 2010 10:58AM P1
FAX NO. :
FROM :
10/10/2010 SUN 09 58 [TX/RX NO 8379] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39068 & SUP-39069
City Council Meeting of 10/20/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 05 2010
MAILED FROM ZIPCODE 89101

2010 OCT 11 A 7:19
CITY CLERK
RECEIVED

SAHARA PROPERTIES L L C
7901 OBANNON DR
LAS VEGAS NV 89117-1979

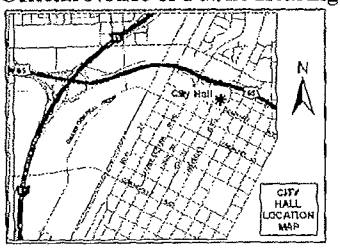
APN#16303404003

POSTAGE

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39068 & SUP-39069

City Council Meeting of 10/20/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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MAILED FROM ZIPCODE 89101

2010 OCT 12 P 2:53

CITY CLERK

SUPERIOR ENGINEERING SERVICES
7464 W SAHARA AVE
LAS VEGAS NV 89117-2740

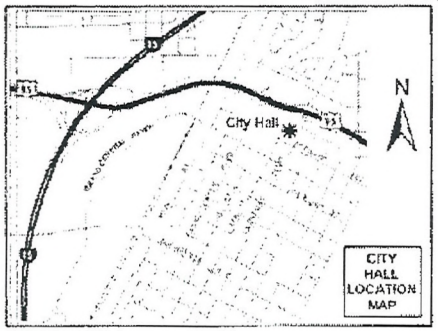
APN#16303411011

10/12/2010 TUE 13:26 [TX/RX NO 8398] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39068 & SUP-39069
Planning Commission Meeting of 9/23/2010

Case: VAR-39068
16303403001
WILLIAMS ANTHONY J & ANNA
7451 O BANNON DR
LAS VEGAS NV 89117-2035

RECEIVED
SEP 14 2010

9-24-25

Sep 14 10 01:05p AWA Architecture, Inc. 702-243-0027

FROM :

FAX NO. :

Sep. 11 2010 05:42PM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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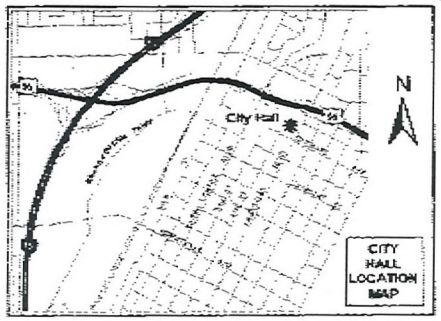
MAILED FROM ZIPCODE 89101

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-39068 & SUP-39069

Planning Commission Meeting of 9/23/2010

Case: VAR-39068

16303404003
SAHARA PROPERTIES L L C
7901 OBANNON DR
LAS VEGAS NV 89117-1979

RECEIVED
SEP 13 2010

24-25
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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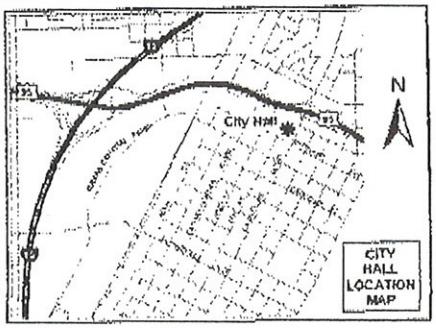
MAILED FROM ZIP CODE 89101

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.

VAR-39068 & SUP-39069
Planning Commission Meeting of 9/23/2010

RECEIVED
SEP 16 2010

Case: VAR-39068
16303411011
SUPERIOR ENGINEERING SERVICES
7464 W SAHARA AVE
LAS VEGAS NV 89117-2740

24-25
P

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-39069 - SPECIAL USE PERMIT RELATED TO VAR-39068 - PUBLIC HEARING - APPLICANT/OWNER: ROXANNE SHERIDAN - Request for a Special Use Permit FOR A PROPOSED 1,088 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 2281 South Pioneer Way (APN 163-03-402-007), R-E (Residence Estate) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-39069 APN: 310320052

Name of Property Owner: Roxanne Sheridan

Name of Applicant: (Same)

Name of Representative: Bill Spaulding

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes ✓ _____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: n/A

Partner(s): n/A

APN: n/A

Signature of Property Owner: Roxanne T Sheridan

Print Name: Roxanne Tona Sheridan
AKA Roxanne Welsh Sheridan

Subscribed and sworn before me

This _____day of _____, 20__

SEE ATTACHED CALIFORNIA JURAT

Notary Public in and for said County and State

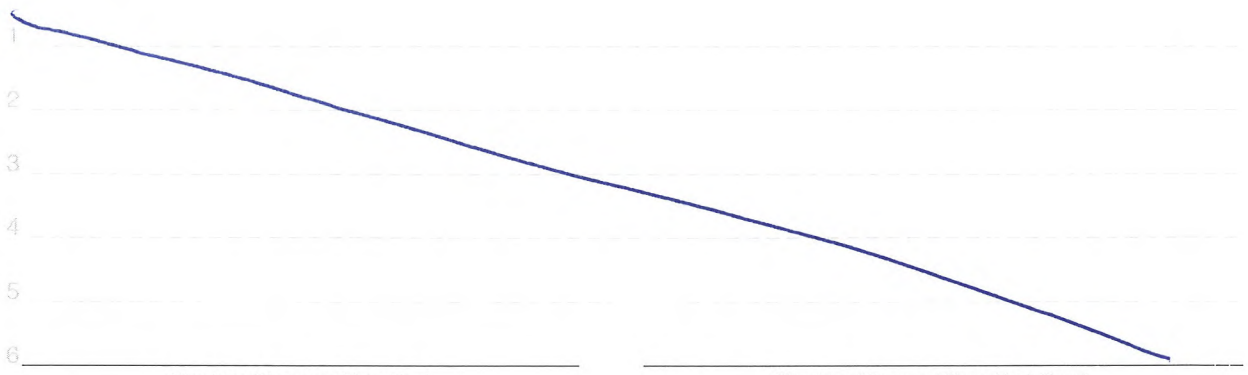
Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

RECEIVED
AUG 03 2010
City of Las Vegas

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of MARIN

Subscribed and sworn to (or affirmed) before me on this

1ST (Date) day of JULY (Month), 20 10 (Year), by

(1) ROXANNE ZONIA SHERIDAN (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

JENNIFER S. HARWOOD
Commission # 1775591
Notary Public - California
Marin County
My Comm. Expires Nov 4, 2011

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: STATEMENT OF FINANCIAL INTEREST

Document Date: JULY 1, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: NO OTHER SIGNERS

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: POOL ROOM / SUMMER OUTDOOR KITCHEN

Project Address (Location) 2281 S. PIONEER WAY LAS VEGAS, NV

Project Name RESIDENCE **Proposed Use** POOL

Assessor's Parcel #(s) ~~3108200052~~ 1636340007 **Ward #** _____

General Plan: existing VDR proposed _____ **Zoning:** existing RE proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .55 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER ROXANNE SHERIDAN **Contact** BILL SPAULDING

Address 2281 S. PIONEER WAY **Phone:** 661-917-6887 **Fax:** NA

City LAS VEGAS NV **State** _____ **Zip** _____

E-mail Address rgsheridan@aol.com
RZSHERIDAN@AOL.COM (702) FAX 228-9496

APPLICANT (same as owner above) **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE BILL SPAULDING **Contact** BILL

Address 39610-87th ST. W. **Phone:** 661-917-6887 **Fax:** _____

City LEONA VALLEY **State** CA. **Zip** 93551

E-mail Address BILL SPAULDING55 AT YAHOO.COM

Property Owner Signature* Roxanne K Sheridan

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Roxanne K Sheridan aka Roxanne Lona Sheridan

Subscribed and sworn before me

This _____ day of _____, 20 ____

_____

Notary Public in and for said County and State SEE ATTACHED CALIFORNIA JURAT

FOR DEPARTMENT USE ONLY

Case #	SUP-39069
Meeting Date:	9-23-10
Total Fee:	1032.00
Date Accepted:	8-3-10
Accepted By:	F.S

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

Revised 10/27/08

I:\depot\Application Packet\Application Form.doc

RECEIVED
AUG 03 2010
City of Las Vegas

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6 _____ _____

Signature of Document Signer No. 1 — Signature of Document Signer No. 2 (if any)

State of California

County of MARIN

Subscribed and sworn to (or affirmed) before me on this

1ST (Date) day of JULY (Month), 20 10 (Year), by

(1) ROXANNE ZONA SHERIDAN, (Name of Signer)

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____, (Name of Signer)

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

JENNIFER S. HARWOOD
Commission # 1775591
Notary Public - California
Marin County
My Comm. Expires Nov 4, 2011

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: APPLICATION / PETITION FORM

Document Date: JULY 1, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: NO OTHER SIGNERS

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

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City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

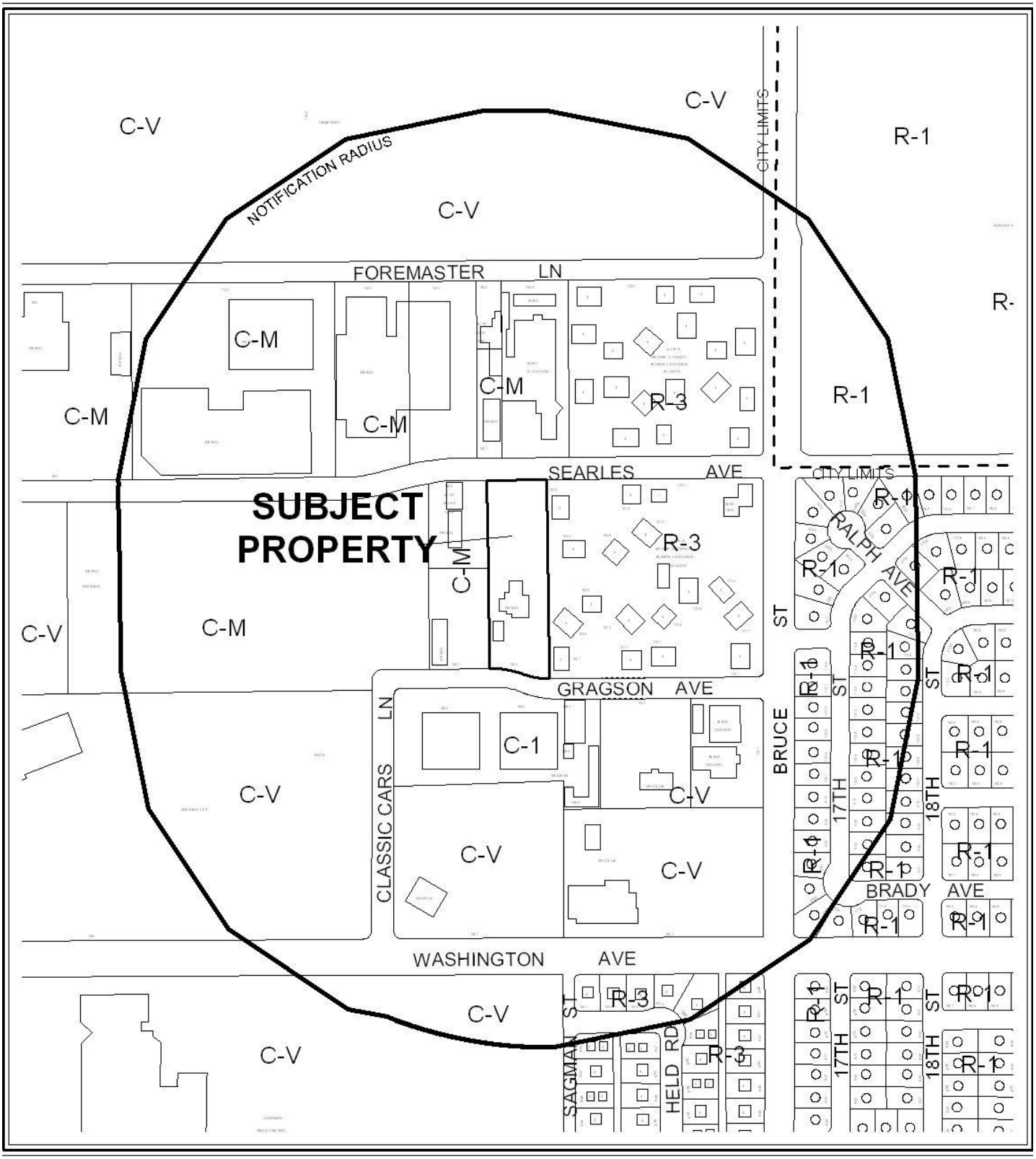
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-39148 - VARIANCE - PUBLIC HEARING - APPLICANT: A CAB TAXI COMPANY - OWNER: FOUR FOURS, LLC - Request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE EIGHT FEET IS REQUIRED FOR ACCESSORY STRUCTURES on 1.94 acres at 1500 Searles Avenue (APN 139-26-201-004), C-M (Commercial/Industrial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-39148, SUP-39149 and SDR-39147
2. Conditions and Staff Report - VAR-39148, SUP-39149 and SDR-39147
3. Supporting Documentation
4. Photos - VAR-39148, SUP-39149 and SDR-39147
5. Justification Letter - VAR-39148, SUP-39149 and SDR-39147
6. Backup referenced from the September 23, 2010 Planning Commission Meeting Items VAR-39148, SUP-39149 and SDR-39147



CASE: **VAR-39148; SUP-39149; SDR-39147**

0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N

0 300 600 Feet

CASE: VAR-39148; SUP-39149; SDR-39147

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: A CAB TAXI COMPANY - OWNER: FOUR FOURS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-39148	Staff recommends DENIAL, if approved subject to conditions:	
SUP-39149	Staff recommends DENIAL, if approved subject to conditions:	VAR-39148
SDR-39147	Staff recommends DENIAL, if approved subject to conditions:	VAR-39148 SUP-39149

** CONDITIONS **

VAR-39148 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-39149) and Site Development Plan Review (SDR-39147) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been completed. 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 any 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-39149 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for the Outdoor Storage, Accessory use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-39148) and Site Development Plan Review (SDR-39147) shall be required.

3. This approval shall be void two years from the date of final approval, unless a final inspection has been completed. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-39147 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-39148) and Special Use Permit (SUP-39149) shall be required, if approved.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-35195), except as amended herein.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the auto repair garage 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 09/21/10 and building elevations, date stamped 08/10/10, except as amended by conditions herein.

5. A Waiver from Title 19.12.040 is hereby approved, to allow a zero-foot perimeter landscape buffer along a portion of the east property line where eight feet is required.

6. An Exception from Title 19.12.040(B) is hereby approved, to allow 24 trees within perimeter landscape buffers where 37 trees were approved by SDR-35195.

7. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 09/21/10. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

8. 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.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Prior to submittal of construction plans or the issuance of any building or grading permits for amendments to this Site Plan, whichever may occur first, meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations, drainage patterns, and required flood protection for this site, and comply with the recommendations of the Flood Control Section. Alternatively, 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 grading or building permits, whichever may occur first.

12. Site development to comply with all applicable conditions of approval for Site Development Plan Review SDR-35195 and all other subsequent site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

The site is currently approved for a Taxicab/Limo Yard with a 4,400 square-foot existing office, 1,100 square-foot existing storage building, 300 square-foot existing paint spray booth and a proposed 3,000 square-foot auto maintenance facility. The remainder of the site consists of parking and outside storage containers along the north, south and west perimeters of the site. As part of a request for a Major Amendment to the approved Site Development Plan Review (SDR-35195), the applicant proposes to increase the approved auto maintenance facility from a 30-foot tall, single story 3,000 square-foot building to a 29-foot, two-story 5,000 square-foot facility and move it 76 feet to the north. In addition, a nine-foot by nine-foot supervisor office has been located along the east property line. The applicant also proposes to shift existing storage containers to form a wall along the north side of the site from the west property line to the east. Existing containers along the south property line will be removed from the site. Self-imposed deviations from Title 19 exceeding the approved Site Development Plan Review (SDR-35195) will require an additional variance, waiver, exception and Special Use Permit. Staff recommends denial, as the applicant has provided no evidence of unique or extraordinary circumstances pursuant to Title 19.18.070 that would substantiate the required variance, and the additional waiver, exception and Special Use Permit requested will not be compatible with the adjacent commercial and residential land uses. If denied, the site will remain as previously approved.

ISSUES

- A Special Use Permit for the Outdoor Storage, Accessory use on this site is required because a minimum use condition disallowing storage within required setbacks or buffer yards cannot be met. The applicant proposes that storage containers be located within the west side yard.
- Prior to approval of a Major Amendment to the previously approved Site Development Plan Review, a Variance from Title 19.08.050 is required to allow a zero-foot setback from the east property line where eight feet is required for an existing 81 square-foot accessory building.
- Waivers of Title 19.12.040 are required to allow a zero-foot perimeter landscape buffer for a portion of the east property line where eight feet is required and along the south property line where six feet is required. The City Council approved a previous waiver of this standard through SDR-35195; however, this current request is beyond the scope of that waiver, and buffering will be further reduced along the east property line than was previously approved.
- Permits have not been obtained for the existing 81 square-foot supervisor office. Permits and inspections will be required prior to occupancy of any new buildings.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/21/03	The City Council approved a General Plan Amendment (GPA-2249) to amend the Southeast Sector Plan by adopting the Downtown North Land Use Plan. The Planning Commission and staff recommended approval.
05/17/06	The City Council approved a General Plan Amendment (GPA-9219) changing the future land use designation to Industrial on this property as part of an update to the Las Vegas Redevelopment Plan. The Planning Commission and staff recommended approval.
06/18/09	Code Enforcement processed a complaint (79197) that electrical, plumbing and concrete work was being done without a permit at 1500 Searles Avenue. Code Enforcement closed the case on 02/10/10.
10/07/09	The City Council approved a Petition to Vacate (VAC-35193) a 3,126 square-foot portion of public right-of-way generally located on the north side of Gragson Avenue, approximately 580 feet west of Bruce Street. The Planning Commission recommended approval. Staff recommended denial. The Order of Vacation, which only included 2,305 square feet of public right-of-way, was recorded 12/30/09.
10/07/09	The City Council approved a Site Development Plan Review (SDR-35195) for a proposed 8,800 square-foot Taxicab/Limo Yard with ancillary Vehicle Service and Auto Repair within 5,800 square feet of existing buildings and a proposed 3,000 square-foot building with waivers of the perimeter landscape requirements to allow a zero-foot buffer along the west and a portion of the east perimeters where eight feet is required, a six-foot buffer along the south perimeter where 15 feet is required, to allow a zero-foot sidewalk where five feet is required and to allow barbed wire fencing on 1.89 acres at 1500 Searles Avenue. The Planning Commission recommended approval. Staff recommended denial. As conditions of the City Council's approval, no barbed wire was to be allowed on site and the waiver of the requirement for a sidewalk along Gragson Avenue was deleted.
04/20/10	Code Enforcement processed a complaint (89642) that a taxicab company is working on its own vehicles without a license and sending out vehicles without seatbelts and license plates at 1500 Searles Avenue. Code Enforcement resolved the case on 04/22/10, determining that this was not a Code Enforcement issue.
08/26/10	The Planning Commission accepted the applicant's request to withdraw a request for a Major Amendment (SDR-37613) to a previously approved Site Development Plan Review (SDR-35195) to increase the area of Building C from 3,000 square feet to 5,000 square feet with waivers of the perimeter landscape buffer standards to allow a buffer width of zero feet along the east perimeter where eight feet was previously approved and to allow eight perimeter trees where 39 trees were previously approved on 1.89 acres at 1500 Searles Avenue. Staff had recommended denial.

09/23/10	Planning Commission (4-0-2 vote/vq/rt) recommended APPROVAL of companion items VAR-39148, SUP-39149 and SDR-39147 (PC Agenda Items #28, 29 & 30/ss).

Most Recent Change of Ownership	
08/07/08	A deed was recorded for a change in ownership.
12/29/09	A deed was recorded for a change in name but retaining the same ownership.

Related Building Permits/Business Licenses	
12/28/61	A building permit (#7174) was issued for an office building and storage building at 1500 Searles Avenue. A final inspection was approved on 05/09/62.
04/30/63	A building permit (#19801) was issued for a 1,024 square-foot service garage at 1500 Searles Avenue. A final inspection was approved on 11/04/64.
07/30/73	A building permit (#12364) was issued for a loading dock at 1500 Searles Avenue.
12/01/83	A building permit (#4641) was issued for a single-faced electric freestanding sign on the interior of the site at 1500 Searles Avenue. A final inspection was approved on 01/27/84.
Pre-1993	A business license (I02-00081) was issued for product delivery at 1500 Searles Avenue. The license was marked out of business on 06/01/09.
03/02/93	A business license (D01-00001) was issued for dairy products and sales at 1500 Searles Avenue after this business changed ownership. The original license pre-dated 1993. This license was marked out of business on 10/18/07.
03/05/02	A building permit (#02003896) was issued for replacement of a four-inch sewer line at 1500 Searles Avenue. A final inspection was completed on 03/06/02.
10/09/09	A building permit (146417) was issued for a tenant improvement remodel for certificate of occupancy for a 4,400 square-foot building at 1500 Searles Avenue. A final inspection was completed on 02/11/10.
10/09/09	A building permit (149327) was issued for demolition work at 1500 Searles Avenue. A final inspection was completed on 10/28/09.
01/05/10	A building permit (154090) was issued for installation of low voltage electrical with conduit for data transmission at 1500 Searles Avenue. A final inspection was completed on 01/20/10.

08/05/10	An application for a building permit (169266) was submitted for a 10-foot combined retaining and screen wall along the south property line at 1500 Searles Avenue. The permit has not yet been issued.
08/05/10	An application for a building permit (169262) was submitted for existing paint mixing and spray booths at 1500 Searles Avenue. This permit has not been issued and is pending approval of SDR-39147.

Pre-Application Meeting	
07/20/10	A pre-application meeting was held with the applicant's representative. The following issues were discussed: • Submittal requirements for a Major Amendment to the approved Site Development Plan Review, a Variance for accessory building setback and a Special Use Permit to allow Outdoor Storage within required setback and buffer yards. • Unless the proposed wall along the south property line meets Title 19.12.075 requirements, a Variance will be required. • Barbed and concertina wire shall be removed from the site per condition of approval of SDR-35195. Chain link gates at the two access points of the site are expected to remain. • A new plan was discussed in which an accessory check-in supervisor booth would be placed along the east property line, requiring a setback variance. • The wall along the east property line was constructed by the property to the east and will remain. • The landscape buffer along the east property line would be reduced further from the approved landscape plan; this will require a waiver of Title 19.12. • The City Council struck the previous request for a waiver of sidewalk requirements along Gragson Avenue; however, the new sidewalk will either need to span the full distance from the curb to the proposed wall or the area in front of the wall, if wide enough, should contain decomposed granite and/or shrubs. • Replacement of palm trees in the parking lot planter islands with shade trees.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
08/19/10	A field check was performed at the site, where the following items were noted: • Storage containers exist along the north and south perimeters and within the interior of the subject site. • The site is surrounded by chain link fencing with the exception of the south perimeter; however, a portion of the chain link fencing along the east side has been dismantled. Barbed wire along the property lines and gates has been removed. • Along the south property line, the site is at a lower grade than Gragson Avenue. • There is little or no landscaping along rights-of-way. • A series of telephone poles are located along the east property line.

Details of Application Request	
Site Area	
Net Acres	1.94

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Taxicab/Limo Yard	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
North	TV Broadcasting & Other Communication Service	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
South	Museum (Private)	C (Commercial)	C-1 (Limited Commercial)
East	Multi-Family Residential (apartments)	ML (Medium Low Density Residential)	R-3 (Medium Density Residential)
West	Museum (Private)	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
	Building Maintenance Service and Sales	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
	Commercial, Other than listed (Armored Car Service)	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown North Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standard/Requirement	Previously Approved (SDR-35195)	Proposed (SDR-39147)	Change
Lot size	82,283 SF	84,588 SF	2,305 SF
Building size	8,800 SF	10,800 SF	2,000 SF
Lot coverage (N/A)	10.7%	12.8%	2.1%
Wall height (10' max)	8 feet along north and south property lines	8 feet along north 10 feet along south	0 feet N 2 feet S
Parking Required	66 employees on largest shift; 67 taxis at maximum capacity (133 spaces)	133 spaces	None
Parking Provided	66 employees on largest shift; 67 taxis at maximum capacity (133 spaces)	133 spaces	None
Height of new Building 'C'	30 feet	29 feet	-1 foot
Setbacks (Building 'A')			
• Front (north PL) – 10'	277 feet	277 feet	None
• Side (west PL) – 10'	36 feet	36 feet	None
• Side (east PL) – 10'	44 feet	44 feet	None
• Rear (south PL) – 20'	168 feet	149 feet	-19 feet
Setbacks (Accessory Structures)			
• Front (north PL) – 10'	395 feet	204 feet	-191 feet
• Side (west PL) – 8'	8 feet	10 feet	2 feet
• Side (east PL) – 8'	32 feet	0 feet	-32 feet (100% dev.)
• Rear (south PL) – 8'	8 feet	11 feet	3 feet

Perimeter landscape buffers			
• North – 10’	10 feet	10 feet	None
• South – 15’	6 feet	0 feet	-6 feet (100% dev.)
• East – 8’	0 feet (portion) 472 feet provided	0 feet (portion) 133 feet provided	-339 feet (72% dev.)
• West – 8’	0 feet	0 feet	None
Sidewalk along Gragson Avenue	6 feet	5 feet	-1 foot
Parking lot trees	Exception to allow 0 trees where 23 trees are required	Exception to allow 7 shade trees where 23 trees are required	7 trees/islands
Perimeter buffer trees 75 trees required	Exception to allow 37 trees	Exception to allow 24 trees	-13 trees (35% dev.)
Storage containers	8-foot setback from side PL	0-foot setback	-8 feet (100% dev.)

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Searles Avenue – Collector	N/A	60	N/A
Gragson Avenue – Collector	N/A	60	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
		Required			***Provided***		***Compliance***
			Parking		*Parking*		
Use	***Gross Floor Area or Number of Units***	***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Taxicab/Limo Yard	66 employees on largest shift; 67 taxis at maximum capacity	One space per employee plus one space per taxi	133		133		Y
TOTAL SPACES REQUIRED			133		133		Y
Compact Spaces (max. 30%)			40		37		Y
Regular and Handicap Spaces Required			128	5	128	5	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
LVMC 19.12.040(A): Perimeter Landscape Buffer – 8 feet along interior property lines	To allow zero feet along a 377-foot portion of the east perimeter where a 38-foot portion was previously approved at zero feet	Denial
LVMC 19.12.040(A): Perimeter Landscape Buffer – 8 feet along interior property lines (waiver for 6 feet approved by SDR-35195)	To allow zero feet	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
LVMC 19.12.040(B): Perimeter tree spacing – 37 trees approved by SDR-35195	To allow 24 trees	Denial

ANALYSIS

The site is located within the Downtown North Land Use Plan area. The site is also located within the Downtown Redevelopment Area, which designates this site as appropriate for industrial land uses. The Taxicab/Limo Yard use is a permitted use within the C-M (Commercial/Industrial) zoning district, which conforms to the LI/R (Light Industry/Research) land use category. The Land Use Plan Strategy outlined in the Downtown North Land Use Plan emphasizes enhancement of existing commercial properties through the implementation of commercial design standards. In the absence of specific design standards for the Downtown North area, Title 19 development standards will be used to evaluate commercial properties.

An Order of Vacation was recorded in December 2009 that added 2,305 square feet of existing right-of-way in Gragson Avenue to the existing 82,283 square-foot lot. This ensured that existing construction within that portion of right-of-way would be located completely on private property. The grade of the property adjacent to Gragson Avenue is lower than the current right-of-way. In order to adequately screen and protect the property, the applicant has proposed a maximum 10-foot tall decorative block wall spanning the length of the south property line. The

wall meets Title 19.12 retaining, screening and design standards. The sidewalk that was required by the City Council as part of the approval of SDR-35195 is depicted as five feet wide and between one to four feet from the proposed wall. It is recommended that the sidewalk be extended onto the site up to the proposed wall to eliminate the creation of a narrow zone where landscaping cannot survive and hardscaping such as decomposed granite would create maintenance problems. A condition of approval addresses this issue.

The originally approved site plan showed four existing 320 square-foot storage containers on the north side of the site. The amended plan shows three such containers extending from the west property line to the site's north entrance. Accessory Outdoor Storage is a conditional use in a C-M (Commercial/Industrial) zoning district; however, a Special Use Permit is required to allow this configuration of containers, as a Title 19.04 minimum use requirement prohibits all outdoor storage located within required setbacks or buffer yards. Title 19.04 also limits outdoor accessory storage to five percent of the total lot area. Four other shipping containers are located on the site adjacent to the proposed auto repair garage. The total outdoor storage area would increase from 1,280 square feet to 2,240 square feet, still less than the maximum five percent allowed. The shipping containers will be screened by a proposed eight-foot decorative block wall behind the required 10-foot landscape buffer along the north property line. Per Title 19.04, no screening is required from the adjacent C-M-zoned property. The existing approved chain link fence along the west property line will remain. However, all barbed wire has been removed from this fence and all other sections of chain link fencing throughout the property. Staff recommends denial of the Special Use Permit, as it supports Title 19.04 requirements and the encroachment in the side yard is not compatible with the uses on the adjacent property to the west.

The site plan as amended either meets Title 19 development standards or adheres to the previously approved plan, with the exception of an 81 square-foot supervisor office that is proposed to be located along the east property line. Title 19.08 requires accessory structures in a C-M zone to be at least eight feet from the side property line. The request represents a 100 percent deviation from the standard. Because the hardship due to the code requirement is self-imposed, staff recommends denial of the associated Variance (VAR-39148) request.

The amended site plan contains some minor changes from the approved plan. Although the number of parking spaces required and provided have not changed, the location of several of the spaces has shifted. The employee parking area in the center of the site will be covered by a canopy. The trash enclosure has moved from the west property line to a place south of the existing outdoor shipping containers. The proposed auto repair garage (Building 'C') has moved 76 feet to the north. The canopy that had covered the garage and the existing spray booths has been removed. The booths have also shifted slightly from their original positions. These changes are allowed by and compliant with Title 19.

The applicant has requested waivers of perimeter landscape buffer standards along the east and south property lines. A Waiver had been granted through SDR-35195 to allow zero feet of buffer along a portion of the east property line where eight feet was required; however, the new request is beyond the scope of that waiver, as the buffer is proposed to be further reduced along the east property line than was previously approved to allow for parking and placement of the proposed supervisor office. The proposed landscaping does not provide the buffering required for commercial properties adjacent to a residential use. The waiver along the south property line would reduce the previously approved six-foot buffer to zero feet to allow for parking of taxicabs. Staff supports Title 19.12 buffer requirements and does not support the placement of the supervisor office in the proposed location. Therefore, denial of the waivers is recommended.

The exception of Title 19.12 tree spacing requirements is the result of the proposed further reduction of landscape buffer area along the east property line; therefore, staff recommends denial. The reduction in the number of trees is a 35 percent deviation from the amount approved by SDR-35195. There is no exception for parking lot landscaping, as the site was previously approved for zero trees and islands, and the applicant is adding seven trees and islands with this request.

The proposed accessory auto repair garage consists of the same materials as previously approved (painted metal siding), but the height has decreased approximately 1.5 feet from the previously approved structure and it contains a flat, rather than sloped, roof. The large canopy has been removed and there are now two 10-foot tall roll-up bay doors on the east elevation where three 16-foot doors had been approved on the north elevation. Though the proposed building is of similar height to the approved structure, a second floor is proposed for storage purposes. An open floor plan is proposed, similar to the previously approved garage floor plan. The structure is proposed to be shifted 76 feet north of its previous location. The result of this arrangement is a more compact and aesthetically superior building.

FINDINGS (VAR-39148)

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 constructing an accessory structure on the east property line without a building permit. Moving the structure out of the eight-foot side yard would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-39149)

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 Outdoor Storage, Accessory use can be conducted in a way that is harmonious and compatible with the neighboring properties; however, the encroachment of outdoor shipping containers into the side yard adjacent to the west property line as proposed creates the possibility of a nuisance to the adjoining property and the use is therefore made incompatible.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   There is adequate space on the site for storage. Less than three percent of the site is proposed to be occupied by the Outdoor Storage, Accessory use. The site is zoned C-M (Commercial/Industrial), which allows this use within certain parameters.

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.**

   Both Gragson Avenue and Searles Avenue are 60-foot rights-of-way, and are adequate for the primary use, which is for a Taxicab/Limo Yard. These streets are also adequate for any needs concerning the Outdoor Storage, Accessory 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.**

   Location of the proposed storage within required setbacks and buffer yards may compromise the health and safety of the public; this proposal defeats the purpose of setbacks.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use cannot meet a condition that requires all storage to be located outside of required setbacks or buffer yards. Failure to meet this condition requires approval of a Special Use Permit to conduct the use. The proposal conforms to all other applicable conditions of the use.

FINDINGS (SDR-39147)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with adjacent residential, commercial and industrial development in the area. The applicant proposes to place storage and a small office structure along the west and east property lines, as well as reduce required landscape buffer areas from residential property, thereby reducing the amount of landscaping overall.

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 as amended does not meet Title 19.08.050 accessory setback standards for commercial properties, nor does it adhere to Title 19.12 landscape buffer zone or tree spacing standards. A Special Use Permit is required for the Outdoor Storage, Accessory use, as storage containers are not proposed to be located within side yard buffers as required by Title 19.04. The use is compatible with the LI/R (Light Industry/Research) land use designation of the Las Vegas Redevelopment Plan Area. The proposed supervisor building, which has already been added to the site, has not yet been permitted by the Department of Building and Safety.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

Adequate site access is provided from both Searles Avenue and Gragson Avenue. Existing gates restrict traffic from entering the site during non-business hours. Traffic in the area should not be negatively impacted.

4. **Building and landscape materials are appropriate for the area and for the City;**

Building materials are typical for industrial accessory structures, which are appropriate in this area of the city. The proposed landscape materials are appropriate for this area, but are insufficient in number to adequately buffer this property from neighboring parcels. The applicant is requesting a number of Waivers and Exceptions of Title 19.12 and 19.10.

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;**

Although building materials are acceptable for the type of development, the proposed auto repair garage building will not be aesthetically compatible with the other existing buildings on the site. Outdoor storage areas will be screened from view of the adjoining residential property and from public rights-of-way.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

Several buildings are still in need of building permits or are in the process of being permitted. As a condition of approval, 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 in order to ensure the public health, safety and welfare.

PLANNING COMMISSION ACTION
Conditions #4 & #7 have been changed to give the correct date stamps and former condition #10 was deleted as it was extraneous.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 79 (By City Clerk)

APPROVALS 1

PROTESTS 0

RECEIVED
AUG 10 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-39148** APN: 139-26-201-004

Name of Property Owner: Four Fours, LLC

Name of Applicant: A Cab Taxi Co.

Name of Representative: Ballard Spahr, LLP

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: Creighton J. Nady

Subscribed and sworn before me

This 4th day of August, 2010

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012

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AUG 10 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance to allow 0' setback where 8' is required

Project Address (Location) 1500 Searles

Project Name A Cab Taxi Co. **Proposed Use** Taxi/Limo Yard

Assessor's Parcel #(s) 139-26-201-004 **Ward #** 5- Barlow

General Plan: existing LI-R proposed n/a **Zoning:** existing CM proposed n/a

Commercial Square Footage _____ **Floor Area Ratio** n/a

Gross Acres 1.89 **Lots/Units** n/a **Density** n/a

Additional Information _____

PROPERTY OWNER Four Fours, LLC **Contact** Jay Nady

Address 1500 Searles Ave **Phone:** (702) 277-1333 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

APPLICANT A Cab Taxi Co. **Contact** Jay Nady

Address 1500 Searles **Phone:** (702) 277-1333 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

REPRESENTATIVE Ballard Spahr, LLP **Contact** Bill Curran

Address 100 City Parkway, Suite 1750 **Phone:** (702) 471-7000 **Fax:** (866) 381-5357

City Las Vegas **State** NV 89102 **Zip** 89106

E-mail Address curranb@ballardspahr.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 Creighton J. Nady

Subscribed and sworn before me

This 4th day of August, 20 10.

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2014

FOR DEPARTMENT USE ONLY

Case #	VAR-39148
Meeting Date:	9.23.10
Total Fee:	$830.-
Date Received:*	8.10.10
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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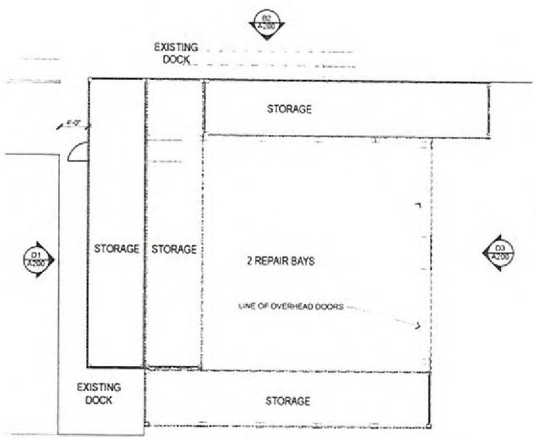
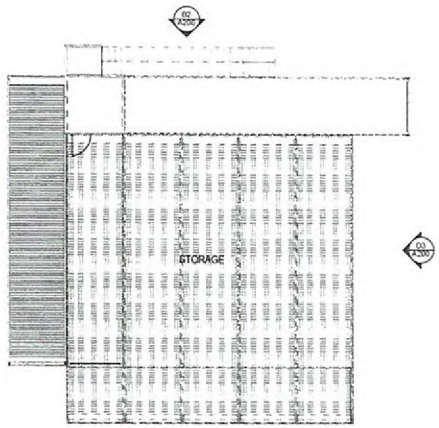


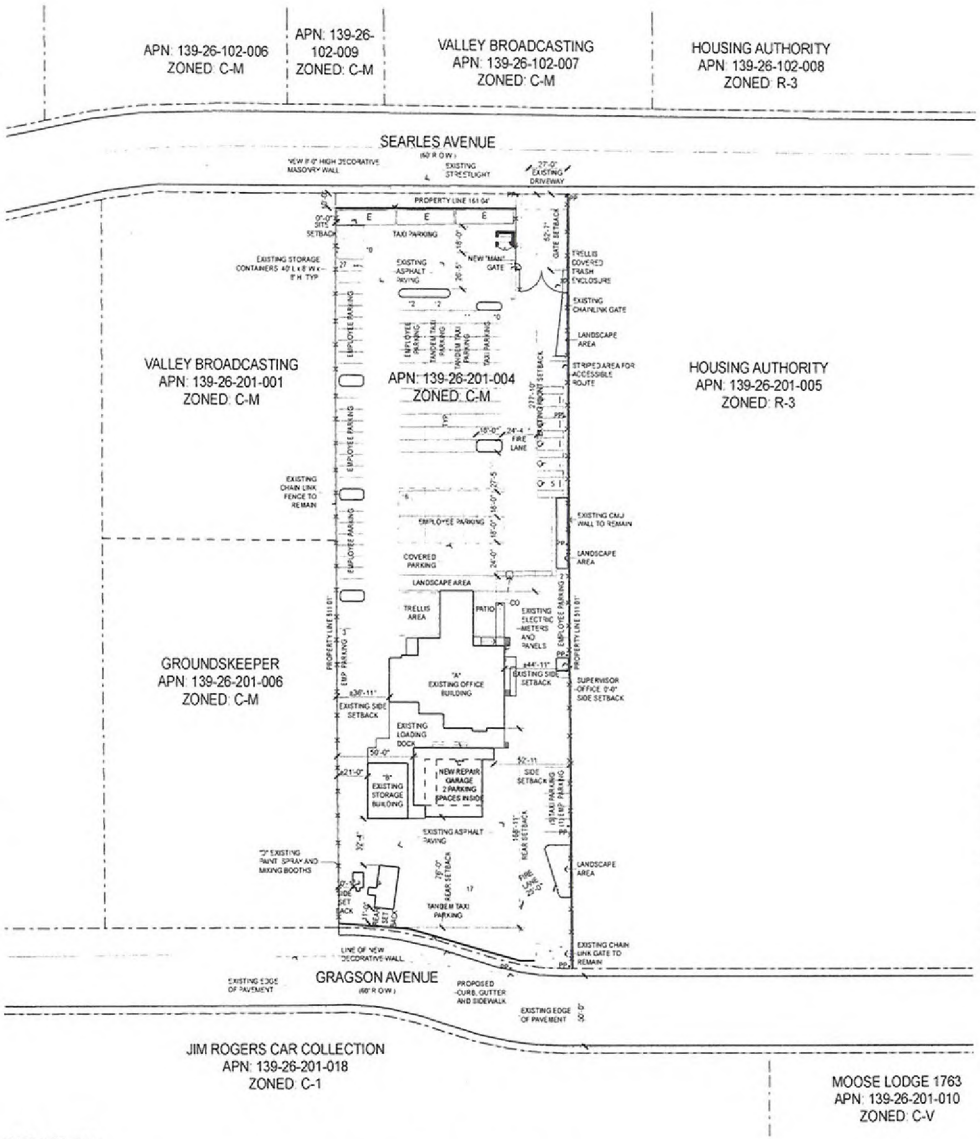
FLOOR PLAN - REPAIR GARAGE

1/8" = 1'-0"



SECOND FLOOR PLAN

1/8" = 1'-0"



SITE PLAN

1" = 40'

VICINITY & LOCATION MAPS

Site and Project Information

SITE DATA

PARCEL NUMBER	139-26-201-004
JURISDICTION	CITY OF LAS VEGAS - 89101
EXISTING GENERAL PLAN	LIGHT INDUSTRIAL / RESEARCH
EXISTING ZONING	C-M
PROPOSED USE	TAXI / LIMO YARD, AUTO REPAIR GARAGE (MINOR), AUTO PAINT AND BODY REPAIR SHOP, OUTDOOR STORAGE
SITE AREA	82,263 SF 1.89 GROSS ACRES

SETBACKS - (PRINCIPAL STRUCTURE)

	REQ'D	PROVIDED
FRONT	10'-0"	277'-10"
INTERIOR SIDE	10'-0"	36'-11" 44'-11"
REAR	20'-0"	168'-11"

SETBACKS - (ACCESSORY STRUCTURE)

	REQ'D	PROVIDED
FRONT	10'-0"	478'-6"
INTERIOR SIDE	0'-0"	0'-0" 0'-0" (Variance Requested)
REAR	0'-0"	76'-0"

MAX HEIGHT	N/A
ACTUAL HEIGHT	28'-6"
LOT COVERAGE ALLOWED	N/A
ACTUAL LOT COVERAGE	19.7%
% OF OUTSIDE STORAGE ALLOWED	5%
ACTUAL % OF OUTSIDE STORAGE	3.9%

BUILDING INFORMATION

CODE	2006 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	VB
OCCUPANCY	B/F/S-1
FIRE SPRINKLERS PROVIDED	NO

BUILDING AREAS

A EXISTING OFFICE BUILDING (± 16' HIGH)	4,400 SF
B EXISTING STORAGE BUILDING (± 16' HIGH)	1,100 SF
C NEW REPAIR GARAGE (26'-0" HIGH)	3000 SF (1st) + 2000 SF (2nd) = 5,000 SF
C EXISTING PAINT SPRAY AND MIXING BOOTH (± 11' HIGH)	300 SF
E STORAGE CONTAINER (8' X 40') TYP OF 7 (± 8' HIGH)	960 SF
TOTAL	11,760 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
# OF EMPLOYEES ON LARGEST SHIFT	66	66
# OF TAXIS @ MAXIMUM CAPACITY	67	67
STANDARD PARKING SPACES PROVIDED		91
COMPACT PARKING SPACES PROVIDED		(29%) 37
HANDICAPPED SPACES PROVIDED		5
TOTAL PARKING		133

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Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1212

0' 10' 40' 80'

A Cab Taxi Company
Site Development Review
1500 Searles Avenue
Las Vegas, Nevada 89101

VAR-39148 SUP-39149
SDR-39147 REVISED

City of Las Vegas Site Development Review Submittal 08.10.10
City of Las Vegas Site Development Review Submittal (Rev.) 08.24.10
City of Las Vegas Site Development Review Submittal (Rev.) 09.21.10

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SEP 21 2010

SITE PLAN AND FLOOR PLAN

AS100

09.065 A Cab Taxi Company

28-30

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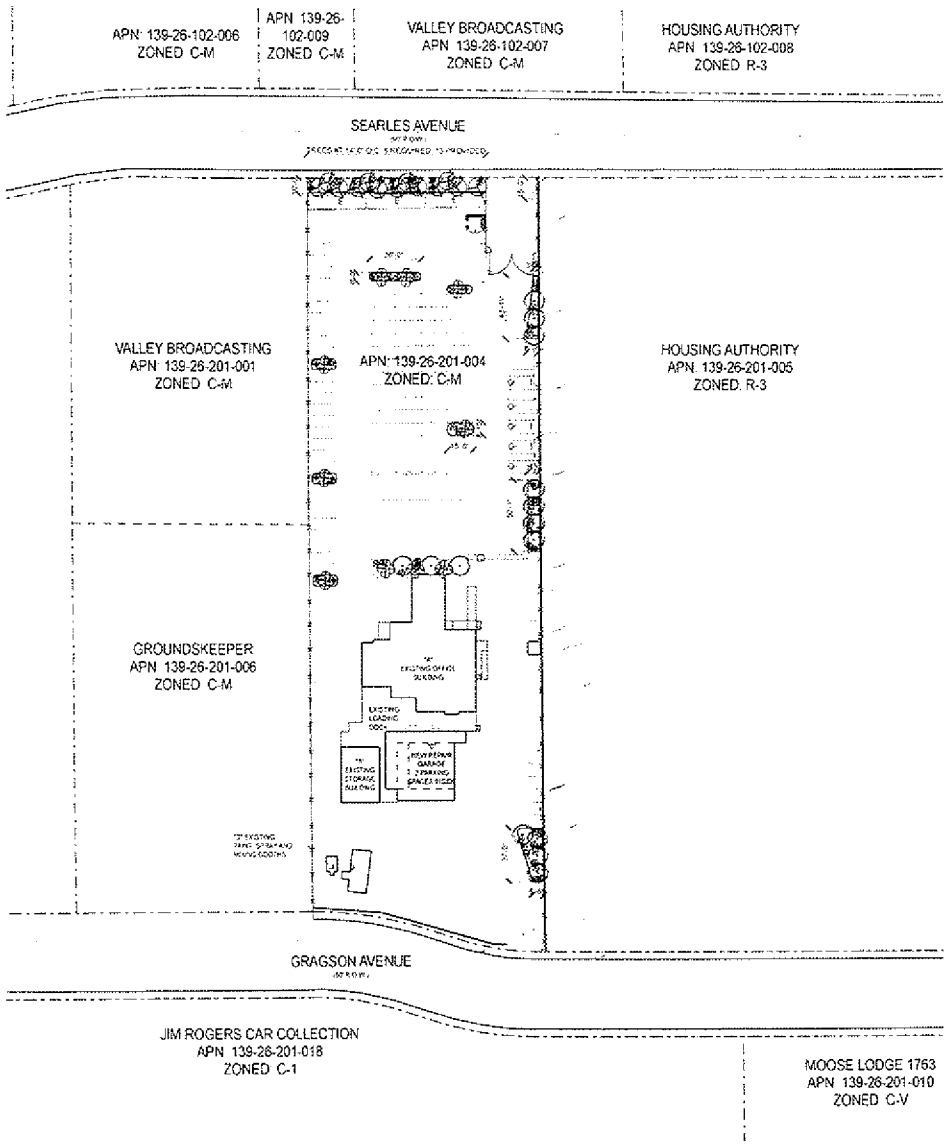
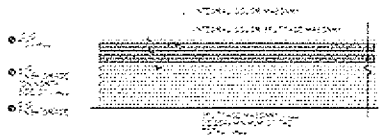
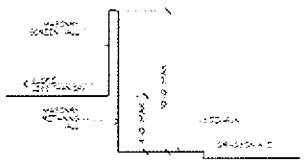


LANDSCAPE PLAN



WALL ELEVATION



WALL SECTION

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
TREES			
	HONEY LOCUST	gleditsia	24" Box
	SHOESTRING ACACIA	acacia stenophylla	24" Box
	PURPLE ROSE LOCUST	robinia pseudoacacia	24" Box
	WESTERN HONEY MUSQUITE	prosopis glandulosa	24" Box
	EXISTING TREES	—	—
SHRUBS			
	TEXAS RANGER	leucophyllum frutescens 'Green Cloud'	5 Gal.
	CENTER MARTLE	leptospermum rotata	5 Gal.
GROUND COVER			
	LANTANA	lantana	5 Gal.
	REGAL MIST FOUNTAIN GRASS	pennisetum setaceum 'Rubrum'	5 Gal.
ROCK MULCH	SIZE	COLOR	DEPTH
	1/2" CRUSHED GRANITE	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEPTH

LANDSCAPE BUFFERS

	REQ'D	PROVIDED
	10'-0"	10'-0"
	10'	7' W/ WAIVER REQUESTED
	8'-0"	5'-0"
	8'-0"	5' W/ WAIVER REQUESTED

A Cab Taxi Company
Site Development Review
1500 Searles Avenue
Las Vegas, Nevada 89101

VAR-39148 SUP-39149
SDR-39147 REVISED

PLANTING PLAN

L100

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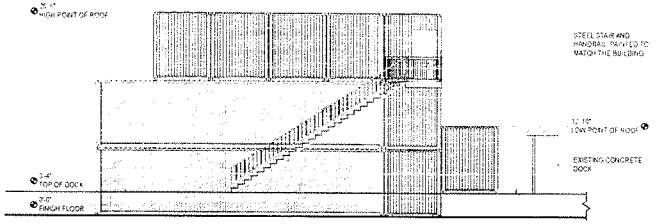
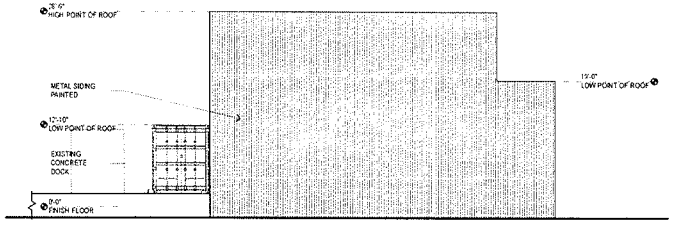
SEP 21 2010

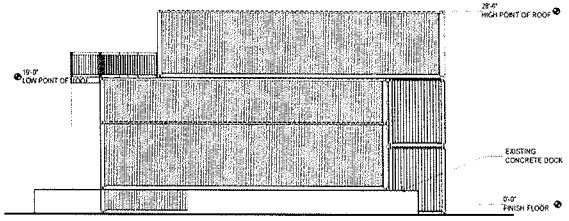
28-30



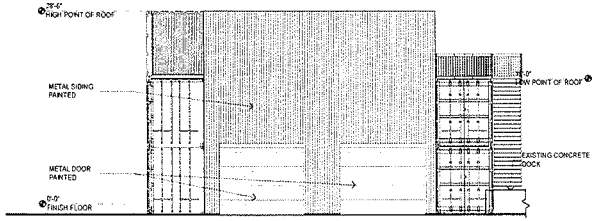
NORTH ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"

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Suite 206
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P 702.839.1200
F 702.839.1213

0' 4' 8' 16'

A Cab Taxi Company
Site Development Review
1500 Searles Avenue
Las Vegas, Nevada 89101

City of Las Vegas Site Development Review Submittal 08.10.10

VAR-39148
SUP-39149
SDR-39147

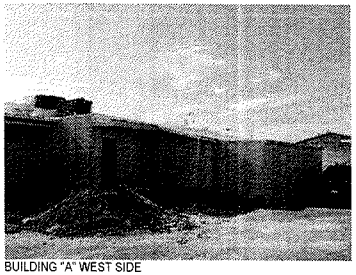
EXTERIOR ELEVATIONS - AUTO REPAIR

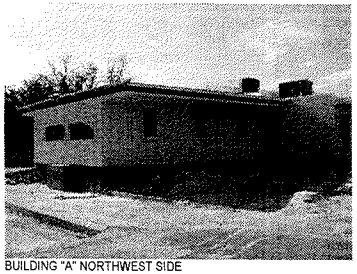
A200

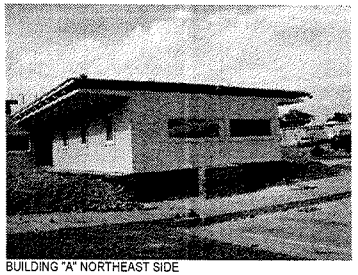
09065 A Cab Taxi Company

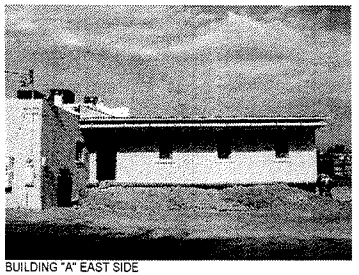
AUG 1 0 2010

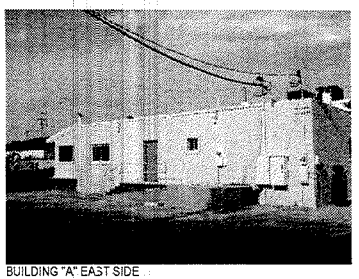
F:\09065 A Cab Taxi Co\DWG\09065 A Cab Taxi DR Revised.pln 8/10/2010 9:33 AM SNeumann

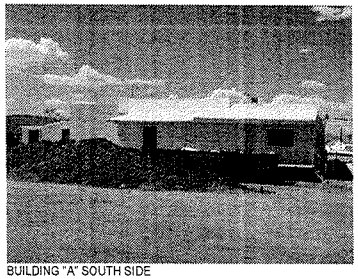

BUILDING "A" WEST SIDE

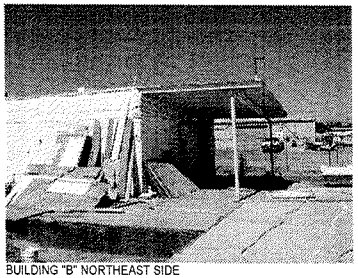

BUILDING "A" NORTHWEST SIDE

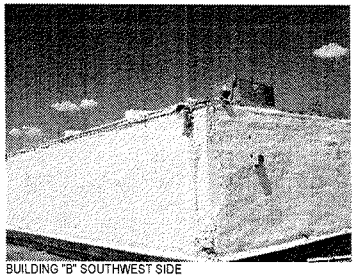

BUILDING "A" NORTHEAST SIDE

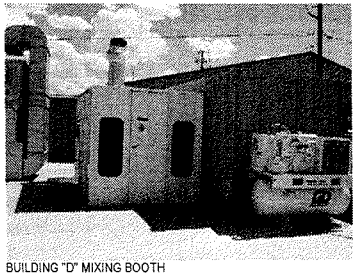

BUILDING "A" EAST SIDE

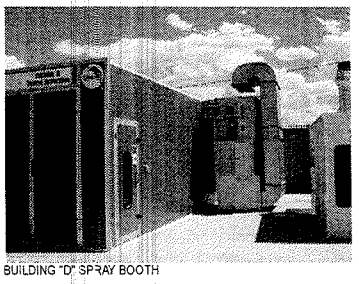

BUILDING "A" EAST SIDE

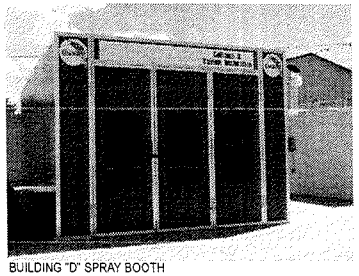

BUILDING "A" SOUTH SIDE

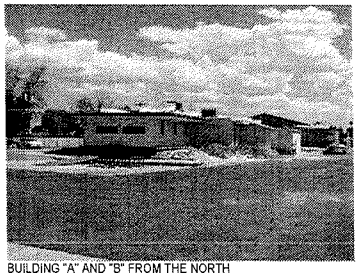

BUILDING "B" NORTHEAST SIDE

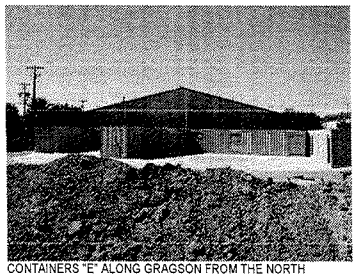

BUILDING "B" SOUTHWEST SIDE

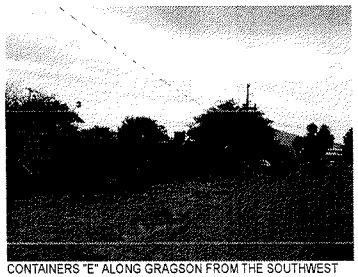

BUILDING "D" MIXING BOOTH

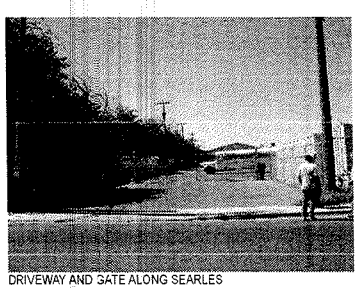

BUILDING "D" SPRAY BOOTH

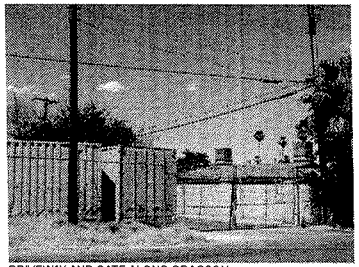

BUILDING "D" SPRAY BOOTH

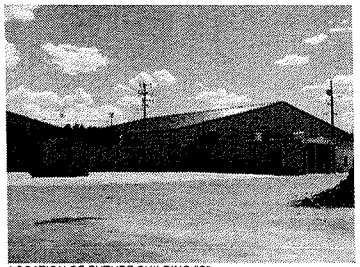

BUILDING "A" AND "B" FROM THE NORTH


CONTAINERS "E" ALONG GRAGSON FROM THE NORTH


CONTAINERS "E" ALONG GRAGSON FROM THE SOUTHWEST


DRIVEWAY AND GATE ALONG SEARLES


DRIVEWAY AND GATE ALONG GRAGSON


LOCATION OF FUTURE BUILDING "C"

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A Cab Taxi Company
Site Development Review
1500 Searles Avenue
Las Vegas, Nevada 89101

City of Las Vegas Site Development Review Submittal 08.13.10

VAR-39148
SUP-39149
SDR-39147

EXISTING PHOTOS

A201

09065 A Cab Taxi Company

F:\09065 A Cab Taxi Co\DWGS\09065 A Cab Taxi ENTER.mpf, 8/10/2010 9:33 AM, EVAnderson

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
1500 SEARLES AVENUE

08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
1500 SEARLES AVENUE

08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
1500 SEARLES AVENUE

08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
1500 SEARLES AVENUE

08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
1500 SEARLES AVENUE

08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
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08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
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08/19/10

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08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
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08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
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08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
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08/19/10

VAR-39148, SUP-39149 & SDR-39147 - APPLICANT: A TAXI CAB COMPANY - OWNER: FOUR FOURS, LLC
1500 SEARLES AVENUE

08/19/10

APTUS

August 10, 2010

City of Las Vegas Planning and Development
731 South Fourth Street
Las Vegas, Nevada 89101

Re: A Cab Taxi Dispatch Center
APN: 139-26-201-004
Major Modification to SDR-35195
Special Use Permit
Variance

AUG 10 2010

To Whom It May Concern:

Architecture
Engineering
Planning
Interiors
Landscape

Enclosed please find the required application materials associated with the following requests:

- Major modifications to an existing Site Development Plan Review for a Taxi Yard with waivers of a portion of the landscaping requirement.
- Special Use Permit for outside storage within the side setback
- Variance for 0'-0" side setback where 8'-0" is required

A Cab Taxi Co. has been operating at its existing site located at 4444 South Valley View since 2004 and received its first medallion from the Taxicab Authority in 2001. Its current site on .86 acres has continually met the company's needs since that time. The recent condemnation of the existing site to facilitate the expansion of Harmon Avenue has required that the business be relocated. The proposed 1.89 acre site located at 1500 Searles Avenue is a suitable location for the permitted use within a C-M zone. A Cab has been operating out of the Searles location for approximately 6 months.

The existing office building has been remodeled to accommodate the company's approximately 12 non-driver employees. Adequate parking for both these employees, as well as those drivers who may bring a personal vehicle to work is provided, although experience has shown that many employees choose public transportation instead of driving private vehicles. The Certificate of Occupancy has been granted for this structure as of 02.11.10.

Accessory buildings on site reflect the site's use for limited maintenance of company owned vehicles. Auto Repair Garage (Minor) and Auto Paint and Body Repair Shop are both Conditional Uses in the C-M zone, and any maintenance performed on site will consist only of preventative or basic maintenance such as oil changes, tire changing, and minor paint jobs to keep the taxis prepared for their usual schedules. No fueling services will be offered, and more intense body work, such as that associated with vehicles involved in collisions, will be performed elsewhere. As required, the repair and service work will be performed within the proposed building in an area which will be completely enclosed. The repair garage previously shown on the site has been relocated just south of the existing office building and a portion of the parking has been relocated along the southern property line and the eastern property line.

We are requesting a variance for the eastern (side setback) of the Supervisor Shelter of 0'-0" where 8'-0" is required. This structure allows the cab drivers to download their information to the computer for billing purposes.

VAR-39148
SUP-39149
SDR-39147

Las Vegas
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

Riverside
3750 Sante Fe Avenue
Suite 106
Riverside, California 92507
P 951.823.0555
F 951.823.0550

aptusgroup.com

We are also requesting a special use permit to allow outside storage within the side setback at the north end of the property. This will help to provide a buffer from the site to the street and will provide a continuous landscape strip.

We are requesting a waiver (in addition to the waivers already approved with the previous SDR) to provide a 0'-0" landscape buffer where an 8'-0" landscape buffer is required along the east property line and to provide a 0'-0" landscape buffer where 15'-0" landscape buffer is required along the southern property line. A sidewalk along Gragson has been shown on the plans at the councilman's request. The existing trees on the residential side of the wall offer an adequate buffer between the two properties.

If you have any questions or need additional information regarding anything with respect to these requests, please do not hesitate to contact my office.

Sincerely,

Kristen G. Neuman

Kristen G. Neuman, AIA
APTUS Architecture

RECEIVED
AUG 10 2010

VAR-39148
SUP-39149
SDR-39147

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 Agenda Item No.: **90.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-39149 - SPECIAL USE PERMIT RELATED TO VAR-39148 - PUBLIC HEARING - APPLICANT: A CAB TAXI COMPANY - OWNER: FOUR FOURS, LLC - Request for a Special Use Permit FOR OUTDOOR STORAGE, ACCESSORY WITHIN THE REQUIRED SETBACK AND LANDSCAPE BUFFER AREA ALONG THE WEST PERIMETER at 1500 Searles Avenue (APN 139-26-201-004), C-M (Commercial/Industrial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

RECEIVED
AUG 10 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-39149** APN: 139-26-201-004

Name of Property Owner: Four Fours, LLC

Name of Applicant: A Cab Taxi Co.

Name of Representative: Ballard Spahr, LLP

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: Creighton J. Nady

Subscribed and sworn before me

This 4th day of August, 2010

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012

AUG 10 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit to allow outside storage in a side yard setback

Project Address (Location) 1500 Searles

Project Name A Cab Taxi Co. **Proposed Use** Taxi/Limo Yard

Assessor's Parcel #(s) 139-26-201-004 **Ward #** 5- Barlow

General Plan: existing LI-R proposed n/a **Zoning:** existing CM proposed n/a

Commercial Square Footage _____ **Floor Area Ratio** n/a

Gross Acres 1.89 **Lots/Units** n/a **Density** n/a

Additional Information _____

PROPERTY OWNER Four Fours, LLC **Contact** Jay Nady

Address 1500 Searles Ave **Phone:** (702) 277-1333 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

APPLICANT A Cab Taxi Co. **Contact** Jay Nady

Address 1500 Searles **Phone:** (702) 277-1333 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

REPRESENTATIVE Ballard Spahr, LLP **Contact** Bill Curran

Address 100 City Parkway, Suite 1750 **Phone:** (702) 471-7000 **Fax:** (866) 381-5357

City Las Vegas **State** NV 89102 **Zip** 89106

E-mail Address curranb@ballardspahr.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 Creighton J. Nady

Subscribed and sworn before me

This 4th day of August, 2010.

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP - 39149
Meeting Date:	9.23.10
Total Fee:	$1,030.-
Date Received:*	8.10.10
Received By:	JRA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-39147 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-39148 AND SUP-39149 - PUBLIC HEARING - APPLICANT: A CAB TAXI COMPANY - OWNER: FOUR FOURS, LLC - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-35195) FOR A PROPOSED 10,800 SQUARE-FOOT TAXICAB/LIMO YARD WITH ANCILLARY VEHICLE SERVICE AND AUTO REPAIR WHERE AN 8,800 SQUARE-FOOT TAXICAB/LIMO YARD WAS APPROVED, A PROPOSED 5,000 SQUARE-FOOT AUTO REPAIR GARAGE WHERE A 3,000 SQUARE-FOOT BUILDING WAS APPROVED AND TO ALLOW 24 TREES WITHIN PERIMETER LANDSCAPE BUFFERS WHERE 37 TREES WERE APPROVED, WITH WAIVERS OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS TO ALLOW A ZERO-FOOT BUFFER ALONG A PORTION OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED AND ALONG THE SOUTH PERIMETER WHERE SIX FEET IS REQUIRED on 1.94 acres at 1500 Searles Avenue (APN 139-26-201-004), C-M (Commercial/Industrial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (4-0-2 vote) 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 DENIAL. The Planning Commission (4-0-2 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

RECEIVED
AUG 10 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-39147** APN: 139-26-201-004

Name of Property Owner: Four Fours, LLC

Name of Applicant: A Cab Taxi Co.

Name of Representative: Ballard Spahr, LLP

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: Creighton J. Nady

Subscribed and sworn before me

This 4th day of August, 2010

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012

AUG 1 0 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Major Modification to previously approved SDR-35195

Project Address (Location) 1500 Searles

Project Name A Cab Taxi Co. **Proposed Use** Taxi/Limo Yard

Assessor's Parcel #(s) 139-26-201-004 **Ward #** 5- Barlow

General Plan: existing LI-R proposed n/a **Zoning:** existing CM proposed n/a

Commercial Square Footage _____ **Floor Area Ratio** n/a

Gross Acres 1.89 **Lots/Units** n/a **Density** n/a

Additional Information _____

PROPERTY OWNER Four Fours, LLC **Contact** Jay Nady

Address 1500 Searles Ave **Phone:** (702) 277-1333 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

APPLICANT A Cab Taxi Co. **Contact** Jay Nady

Address 1500 Searles **Phone:** (702) 277-1333 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address cjnoui@yahoo.com

REPRESENTATIVE Ballard Spahr, LLP **Contact** Bill Curran

Address 100 City Parkway, Suite 1750 **Phone:** (702) 471-7000 **Fax:** (866) 381-5357

City Las Vegas **State** NV 89102 **Zip** 89106

E-mail Address curranb@ballardspahr.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 Creighton J. Nady

Subscribed and sworn before me

This 4th day of August, 20 10.

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012

FOR DEPARTMENT USE ONLY

Case #	SDR - 39147
Meeting Date:	9.23.10
Total Fee:	$1,030.-
Date Received:*	8.10.10
Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

WVR-39089 - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: KB HOME NEVADA, INC. - Request for a Waiver of Title 18.12 TO ALLOW AN INTERNAL INTERSECTION OFFSET OF 115 FEET WHERE 125 FEET IS REQUIRED AND TO ALLOW PRIVATE STREETS TO TERMINATE IN DEAD-END STUBS WHERE CULS-DE-SAC ARE REQUIRED on 8.06 acres adjacent to the southeast corner of Puli Road and Grand Teton Drive (APNs 126-13-110-016, 126-13-118-039 and 041), PD (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (3-2-1 vote) and Staff recommend APPROVAL.

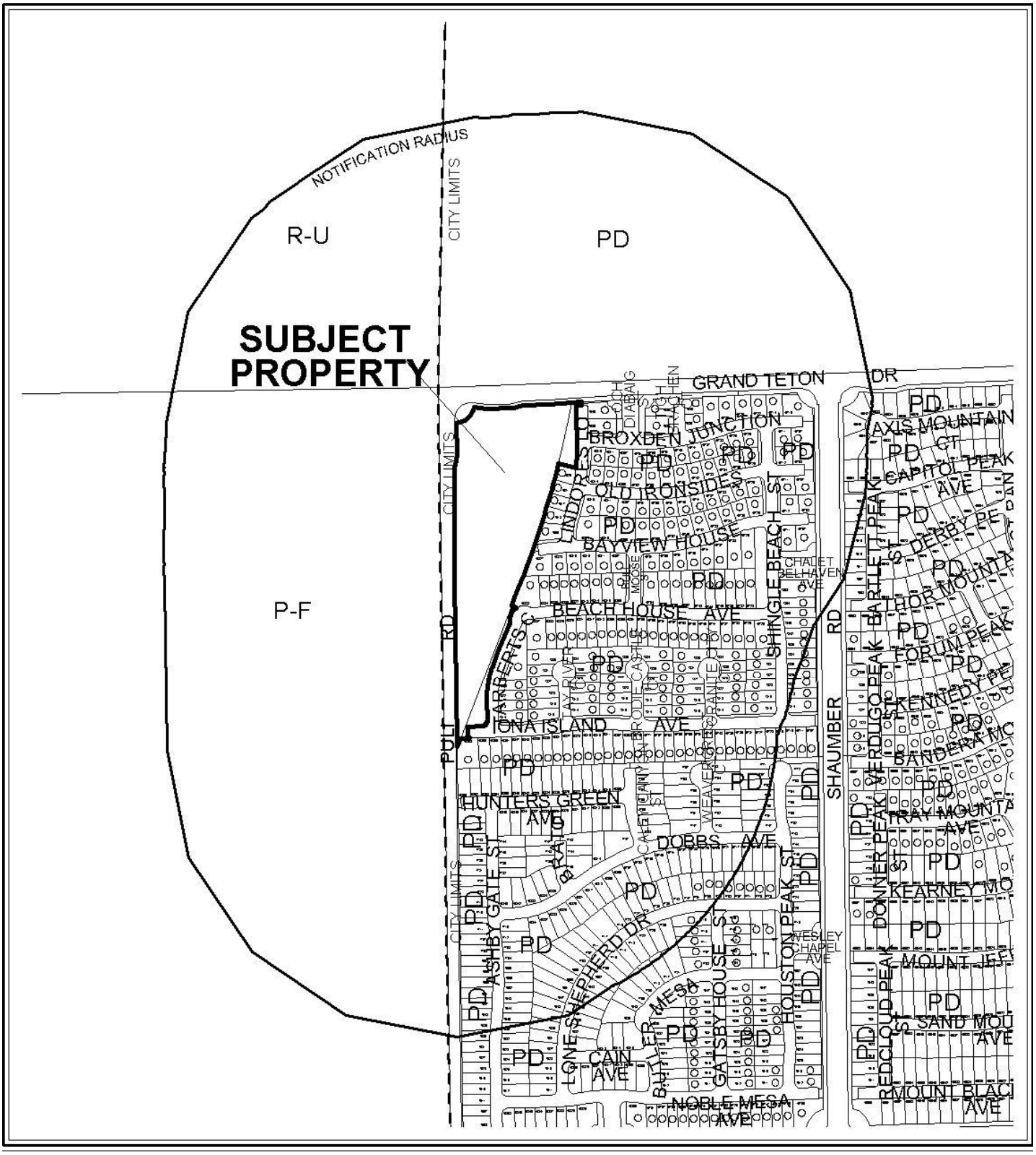
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**6**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:

The Planning Commission (3-2-1 vote) Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - WVR-39089 and TMP-39088
2. Conditions and Staff Report - WVR-39089 and TMP-39088
3. Supporting Documentation
4. Photos - WVR-39089 and TMP-39088
5. Justification Letter - WVR-39089 and TMP-39088
6. Protest/Support Postcards
7. Backup referenced from the September 23, 2010 Planning Commission Meeting Item WVR-39089



CASE: **WVR-39089**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

CASE: **WVR-39089**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: KB HOME NEVADA, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
WVR-39089	Staff recommends APPROVAL, subject to conditions:	
TMP-39088	Staff recommends APPROVAL, subject to conditions:	WVR-39089

** CONDITIONS **

WVR-39089 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Tentative Map (TMP-39088) shall be required, if approved.

2. Conformance to the approved conditions for Rezoning (ZON-1520).

3. This approval shall be void four years from the date of final approval, unless a building permit has been issued for new construction. 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.

TMP-39088 CONDITIONS

Planning and Development

1. The lot depicted south of lot 339 on the east side of Leyland Street shall be developed as a private park and fully constructed prior to the issuance of a building permit for the 27th residence in the subdivision. The park shall be maintained by the homeowner's association.

2. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

3. Conformance to the Conditions of Approval for Waiver (WVR-39089) shall be required.

4. All development shall conform to the Cliff's Edge Master Development Plan and Design Guidelines as approved by the Cliff's Edge (Providence) Design Review Committee and as amended herein.

5. Street names must be provided in accordance with the City's Street Naming Regulations.

6. 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.

7. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

8. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

9. Unless otherwise constructed by the master developer, construct all incomplete half-street improvements on Grand Teton Drive adjacent to this site concurrent with development of this site as required by the Department of Public Works. 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.

10. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

11. The private streets must be labeled on the Final Map for this site as Public Utility Easements (P.U.E.), City of Las Vegas Sewer Easements and Public Drainage Easements to be privately maintained by the Homeowner's Association.

12. Grant a minimum 20-foot wide Public Sewer Easement over the proposed portions of sanitary sewer line located outside the boundaries of a private street with the Final Map for this site. No vegetation higher than three feet will be allowed in within the Public Sewer Easements.

13. The Special Improvement District section of the Department of Public Works must be contacted prior to the recordation of a Final Map or the issuance of any building permits, whichever may occur first. An apportionment report will be prepared following recordation of the Final Map to recalculate and/or redistribute all assessments of record on this site.

14. 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.

15. Site development to comply with all applicable conditions of approval for the Cliff's Edge Pod 201 & 203 Tentative Map and all other subsequent site-related actions.

16. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains 8.06 gross acres of undeveloped land at the southeast corner of Puli Road and Grand Teton Drive within the Cliff's Edge Master Plan area. The Cliff's Edge Master Development Plan designates this acreage as ML (Medium Low Density Residential), which allows up to eight dwelling units per acre. The applicant has proposed a 52-lot, single-family non-gated residential subdivision with private streets on this property. Site development has been approved by the Cliff's Edge (Providence) Design Review Committee. The map meets all applicable Cliff's Edge Design Guidelines and all Title 18 requirements for tentative maps with the exception of the two waivers of design standards, which staff can support. Staff therefore recommends approval of the waiver and accompanying tentative map with conditions. If denied, a new subdivision design that complies with Title 18 standards must be submitted for review.

ISSUES

- Approval of a Waiver of Title 18.12.105 and 18.12.130 (WVR-39089) is required to allow private streets to terminate in dead-end stubs where cul-de-sacs are required prior to approval of a tentative map for this proposed subdivision.
- Approval of a Waiver of Title 18.12.160 is required to allow an internal intersection offset of 115 feet where 125 feet is required prior to approval of a tentative map for this proposed subdivision.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/05/03	The City Council approved the Annexation (A-0035-02) of approximately 1,187 acres generally located adjacent to the southeast corner of Grand Teton Drive and Puli Road. The Planning Commission and staff recommended approval. The annexation became effective 02/14/03.
04/16/03	The City Council approved a Rezoning (ZON-1520) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) and a Master Development Plan for the Cliff's Edge Development on 297.50 acres adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road. The Planning Commission and staff recommended approval.

03/11/04	The Planning Commission approved a Tentative Map (TMP-3798) for a 35-lot mixed-use subdivision (Cliffs Edge Parent) on 922.96 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road. Staff recommended approval. The corresponding final map (FMP-4358) was recorded 08/19/04.
09/15/04	The City Council approved a Petition to Vacate (VAC-4707) U.S. Government Patent Easements generally located east of Puli Road between Grand Teton Drive and Farm Road. The Planning Commission and staff recommended approval. The vacation was recorded on 07/19/05.
11/03/04	The City Council approved a Petition to Vacate (VAC-5024) U.S. Government Patent Easements generally located east of Puli Road, between Grand Teton Drive and Jo Marcy Drive. The Planning Commission and staff recommended approval. The vacation was recorded on 01/25/05.
11/18/04	The Planning Commission approved a Tentative Map (TMP-5290) for a proposed 290-lot single-family residential subdivision (Cliff's Edge Pods 201 and 203) on 41.10 acres adjacent to the southeast corner of Grand Teton Drive and Puli Road. Staff recommended approval.
04/05/06	A Final Map (FMP-8440) for Cliffs Edge Pods 201 and 203 – Unit 1 containing 10 lots was recorded.
09/01/06	A Final Map (FMP-8443) for Cliffs Edge Pods 201 and 203 – Unit 3 containing 117 lots was recorded.
09/07/06	A Final Map (FMP-8441) for Cliffs Edge Pods 201 and 203 – Unit 2 containing 64 lots was recorded.
04/26/07	The Planning Commission approved a request for a Major Amendment (TMP-20526) to a previously approved Tentative Map (TMP-5290) for a 32-lot single-family residential subdivision (Cliff's Edge Pod 201 & 203 Amended Unit 4) where 110 lots were previously approved on 11.72 acres at the southwest corner of Grand Teton Drive and Shaumber Road. Staff recommended approval. A corresponding Final Map (FMP-21871) was recorded on 08/16/07.
05/16/07	The City Council approved a request to amend the Master Plan of Streets and Highways (MSH-21013) to select the Northern Alternative Freeway/Expressway Alignment for Sheep Mountain Parkway and to remove the Southern Alternative Freeway/Expressway Alignment from the Master Plan of Streets and Highways. The Planning Commission and staff recommended approval.
07/26/07	The Planning Commission approved a Review of Condition (ROC-22642) Number 7 of an approved Tentative Map (TMP-20526), which required that the applicant dedicate or obtain dedication of the right-of-way necessary for the city's northern beltway, "Non-Residential Lot A" and appropriate portions of the interior common element "Lot A" previously granted on the Cliffs Edge Parent Map Book 118 Page 88, prior to recordation of a final map for a proposed 32-lot single family residential subdivision on 11.72 acres at the southwest corner of Grand Teton Drive and Shaumber Road. Staff recommended approval.

08/16/07	A Final Map (FMP-21871) for Cliffs Edge Pod 201 and 203 – Amended Unit 4 containing 32 lots was recorded.
09/23/10	Planning Commission (3-2-1 vote/vq rt/bg) recommended APPROVAL of companion item TMP-39088 concurrently with this application (PC Agenda Item #10 & #11/ss).

Most Recent Change of Ownership	
01/14/05	A deed was recorded for a change in ownership on APNs 126-13-110-016 and 126-13-118-041.
08/19/10	A deed was recorded for a change in ownership on APN 126-13-118-039.

Related Building Permits/Business Licenses
There are no related building permits or business licenses.

Pre-Application Meeting	
07/13/10	A pre-application meeting was held with the applicant's representative. The following items were discussed: • Submittal requirements for a Tentative Map application. • A Waiver of Title 19.18.110 and 130 will be required to allow stub streets where cul-de-sacs are required. • Lot standards should meet Cliff's Edge Design Guidelines for ML designated properties.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
08/19/10	A field check of the site was conducted, where the following items were noted: • The site is undeveloped and free of trash and debris. • Portions of the site have been graded. • The site is located adjacent to overhead transmission lines on the north and west.

Details of Application Request	
Site Area	
Gross Acres	8.06
Net Acres	5.73

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	ML (Medium Low Density Residential – Cliff's Edge)	PD (Planned Development)
North	Undeveloped	TND (Traditional Neighborhood Development)	T-D (Traditional Development)
South	Single Family Dwellings	ML (Medium Low Density Residential – Cliff's Edge)	PD (Planned Development)
East	Single Family Dwellings	ML (Medium Low Density Residential – Cliff's Edge)	PD (Planned Development)
West	Undeveloped	RC (Resource Conservation)	PF (Public Facility – Clark County Designation)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Cliff's Edge	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
PD (Planned Development) 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 the Cliff's Edge Design Guidelines, the following development standards are required for the subject proposal:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	3,141 SF	N/A
Min. Lot Width	N/A	35 Feet	N/A
Min. Setbacks: • Front (to living area or porch) – single story	10 Feet	10 Feet	Y
• Front (to living area or porch) – two story	10 Feet (up to 60% of wall plane); otherwise 15'	15 Feet	Y
• Front Entry Garage	Less than 5 Feet or 18 Feet or Greater	18 Feet	Y
• Turn-In Garage	10 Feet	10 Feet	Y
• Side (interior lots)	3 Feet	5 Feet	Y
• Side (perimeter lots and parcel entry)	5 Feet for single story; 10 Feet for two-story or single story with gable end	10 Feet	Y
• Corner Side	10 Feet	10 Feet	Y
• Rear (interior lots)	10 Feet (for at least 50% of elevation width); otherwise 15 Feet	10 Feet (for at least 50% of elevation width); otherwise 15 Feet	Y
• Rear (perimeter lots)	Same as for interior lots. No more than 3 adjacent dwellings may have the same rear setback—then offset 5 Feet	20 Feet; offset 5 Feet if more than 3 adj. dwellings with same rear setback	Y
• Patio Covers (2nd story decks)	10 Feet	10 Feet	Y
Min. Distance Between Buildings	6 Feet	10 Feet	Y

Open Space – Cliff's Edge							
Total Acreage	***Units***	***Required***			***Provided***		***Compliance***
		Ratio	***Percent***	***Area***	***Percent***	***Area***	
5.73	52	25 SF/ unit	N/A	1,300 SF	N/A	22,452 SF	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Grand Teton Drive – Primary Arterial	Master Plan of Streets and Highways	100	Y
Puli Road (no access)	N/A	80	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Single Family Dwelling, Detached	54 units	2 spaces/ unit	108		108		Y
Guest Parking	54 units	0.2 spaces/ unit	11		11		Y
TOTAL SPACES REQUIRED			119		119		Y
Regular and Handicap Spaces Required			119	0	119	0	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
LVMC 18.12.105 and 130 – Private streets shall terminate in culs-de-sac	Dead-end stub terminations of one street (Brighton Beach Avenue)	Approval
LVMC 18.12.160 – Internal intersection offset of 125 feet minimum from centerline to centerline	115 feet	Approval

ANALYSIS

This site was the subject of two previous tentative maps (TMP-5290 and TMP-20526), the first of which included 101 residential lots as part of a larger subdivision. The city's Master Plan of Streets and Highways was subsequently amended to add the northern alignment of the proposed Sheep Mountain Parkway. A portion of the anticipated right-of-way for this parkway occupied this site; therefore, TMP-20526 amended the first map to remove 69 lots within the proposed right-of-way. No residential lots were previously recorded within the subject site. The city now intends to realign Sheep Mountain Parkway away from the subject site. The original tentative map (TMP-5290) allowed 290 lots over the full 41 acres. This proposed map would allow recordation of up to 52 lots on 8.06 acres, bringing the total number of lots for the Cliffs Edge Pod 201 and 203 Subdivision to 275, which is 15 less than originally planned for the overall site.

The proposed lots range in size from 3,141 square feet to 6,151 square feet, with an average gross density of 6.45 dwelling units per acre. The lots are intended to have similar characteristics as and tie into the subdivision to the east; site access is therefore provided from Broxden Junction Avenue (recorded in Unit 4), which in turn receives access from Grand Teton Drive on the north perimeter. Site circulation is provided by 39-foot wide private streets. All streets terminate in cul-de-sacs, with the exception of Brighton Beach Avenue, which terminates in dead-end stubs. A Waiver of Title 19.12 is required to allow this street design. These stubs essentially function as driveways serving two to three lots each and should not pose a hazard for emergency, utility and refuse vehicle access. Furthermore, development standards in effect at the time of adoption of the Cliff's Edge Master Plan allowed stub streets, and their use has been common within the community. Therefore staff can support the requested waiver.

The intersections of Brighton Beach Avenue and Magdalene Street and of Brighton Beach Avenue and Leyland Street are offset approximately 115 feet, which is an eight percent deviation from the Title 18.12 minimum standard of 125 feet. However, traffic counts at these intersections are expected to be low and conflicts will be minimal. The associated waiver can therefore be supported.

Development standards are dictated by the Cliff's Edge Design Guidelines, established at the time of the site's rezoning to PD (Planned Development). The design of streets, lots, buildings and structures, including walls, are reviewed for compliance with these standards by the Cliff's Edge Design Review Committee prior to submittal to the city of Las Vegas. The development complies with density, community theme, common open space, parking, height and setback requirements pertaining to the ML (Medium Low Density Residential) land use designation. The Tentative Map was approved by the Cliff's Edge (Providence) Design Review Committee with conditions separate from those that will be imposed by the Planning Commission.

The Regional Transportation Commission of Southern Nevada recommends that pedestrian access from the proposed subdivision to Grand Teton Drive and Puli Road be provided in order to facilitate access to transit services in this area of the city. The tentative map makes provision for access to Grand Teton Drive, but provides no direct access to Puli Road.

Community walls are located along Puli Road and Grand Teton Drive and will have a proposed combined height of no taller than six feet nine inches as viewed from the street side of the wall. The steepness of the grade along Grand Teton Drive is such that a series of retaining walls are proposed. These are designed in conformance with Exhibit 'B' of Section 6 of the Cliff's Edge Design Guidelines, which allows a solid community wall height of up to seven feet six inches along the perimeter of the site. In addition, a 20-foot wide Multi-Use Non-Equestrian Trail is required along the south side of Grand Teton Drive in conformance with the Transportation Trails Element of the Las Vegas 2020 Master Plan. The trail is indicated on the map and its components are displayed within a detail drawing.

As the proposed tentative map conforms to the Cliff's Edge Master Development Plan for density and the Design Guidelines for product compliance, and staff can support the two waiver requests, staff recommends approval of the request with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 249 (By City Clerk - WVR-39089 only)

APPROVALS 4

PROTESTS 6

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **WVR-39089** APN: 126-13-110-016, 126-13-118-039 & 041

Name of Property Owner: KB HOME NEVADA INC.

Name of Applicant: KB HOME NEVADA INC.

Name of Representative: JANET LOVE

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: _____

State of Nevada
County of Clark

Print Name: ROBERT MCGIBNEY

Subscribed and sworn before me

This 18th day of August, 2010 by Robert McGibney.

Janet E. Love

Notary Public in and for said County and State

JANET E. LOVE
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 04-88128-1
MY APPT. EXPIRES APRIL 11, 2012

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: WAIVER

Project Address (Location) East of PULI ROAD and South of GRAND TETON DRIVE

Project Name CLIFF'S EDGE POD # 201 and 203 / UNIT # 5 **Proposed Use** Residential

Assessor's Parcel #(s) 126-13-110-016 & 126-13-118-039, 041 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing PD proposed PD

Commercial Square Footage N/A **Floor Area Ratio** n/a

Gross Acres 8.06 **Lots/Units** 52 **Density** 6.45

Additional Information _____

PROPERTY OWNER KB HOME NEVADA INC., **Contact** JANET LOVE

Address 5655 BADURA AVENUE **Phone:** 266-8466 **Fax:** 266-8623

City LAS VEGAS **State** NEVADA **Zip** 89118

E-mail Address jlove@kbhome.com

APPLICANT KB HOME NEVADA INC., **Contact** JANET LOVE

Address 5655 BADURA AVENUE **Phone:** 266-8466 **Fax:** 266-8623

City LAS VEGAS **State** NEVADA **Zip** 89118

E-mail Address jlove@kbhome.com

REPRESENTATIVE VTN-NEVADA **Contact** JEFFREY ARMSTRONG

Address 2727 S. RAINBOW BOULEVARD **Phone:** 253-2431 **Fax:** 362-2597

City LAS VEGAS **State** NEVADA **Zip** 89146

E-mail Address jeffreya@vtnnv.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT McGIBNEY

State of Nevada
County of Clark
Subscribed and sworn before me

This 18th day of August, 20 10.

by Robert McGibney

Janet E. Love

Notary Public in and for said County and State

JANET E. LOVE
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 04-88128-1
MY APPT. EXPIRES APRIL 11, 2012

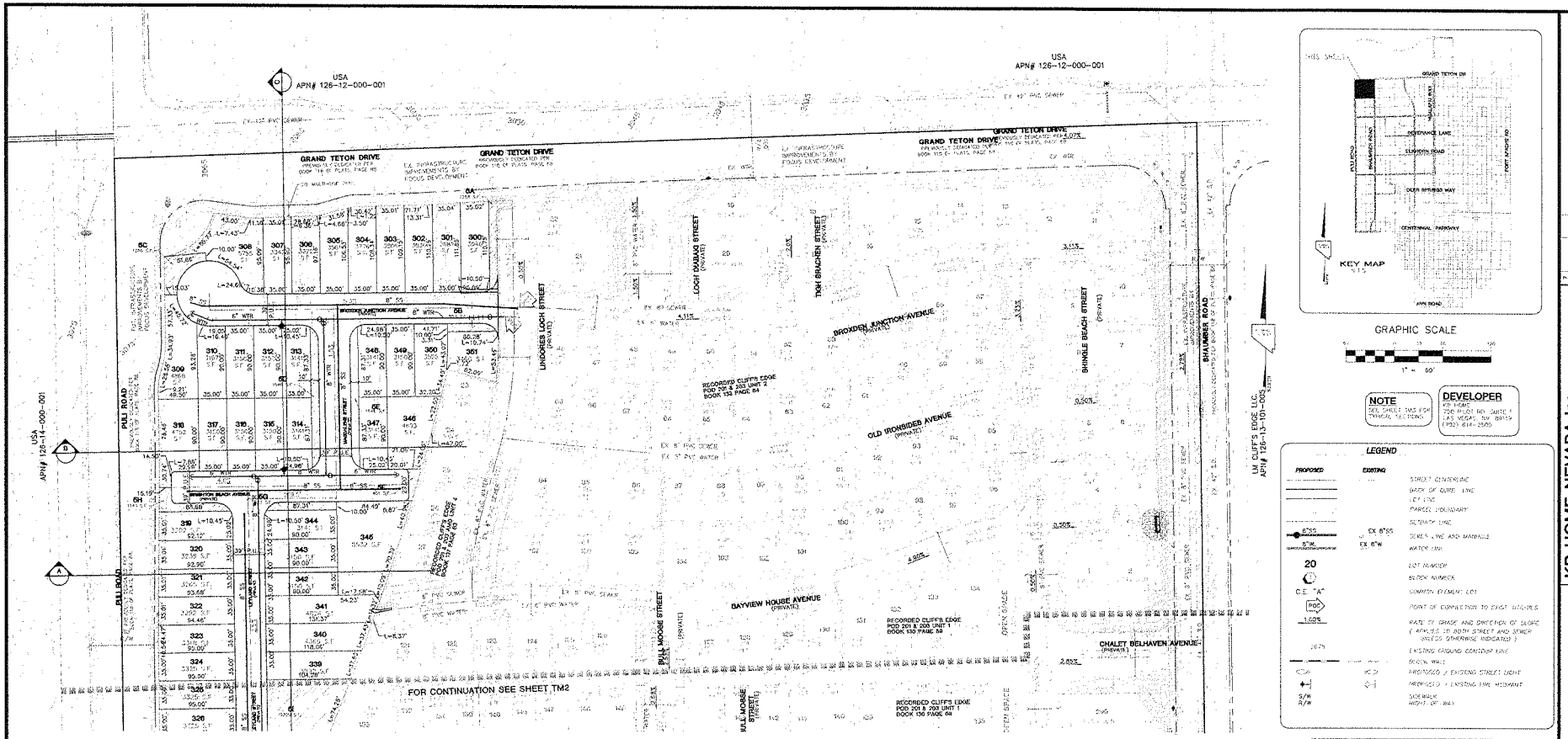
FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08



GRAPHIC SCALE

1" = 60'

NOTE
SEE SHEET TM3 FOR TYPICAL SECTIONS

DEVELOPER
KB HOME
730 PILOT RD. SUITE F
LAS VEGAS, NV. 89119
(702) 614-2505

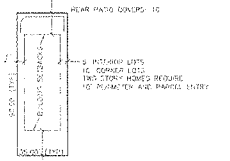
LEGEND

PROPOSED	EXISTING	
		STREET CENTERLINE
		BACK OF CURB LINE
		LOT LINE
		PARCEL BOUNDARY
		SETBACK LINE
SS 8"SDR	EX 8"SS	SEWER LINE AND MANHOLE
W 8"DR	EX 8"W	WATER LINE
20		LOT NUMBER
C.E. "A"		BLOCK NUMBER
POC		COMMON ELEMENT LOT
1.50%		POINT OF CONNECTION TO EXIST UTILITIES
2.00%		RATE OF GRADE AND DIRECTION OF SLOPE (APPLIES TO BOTH STREET AND SEWER UNLESS OTHERWISE INDICATED)
		EXISTING GROUND CONTOUR LINE
		RETAIN WALL
		PROPOSED / EXISTING STREET LIGHT
		PROPOSED / EXISTING FIRE HYDRANT
S/W R/W		SIDEWALK RIGHT OF WAY

SITE DATA (UNIT 5 ONLY)

PROPOSED ZONING	RC
NET AREA	5.94± ACRES
GROSS AREA	6.01± ACRES
NUMBER OF LOTS	20 LOTS
PROPOSED DENSITY (GAP=8.6 DU/AC)	3.45 DU/AC
NUMBER OF COMMON ELEMENT(S)	1
OPEN SPACE REQUIRED (50 LOTS x 375 sf)	1,906 sf
OPEN SPACE PROVIDED	4175 sf
GUEST PARKING REQUIRED (0.2 x 52)	11 SPACES
RESIDENT PARKING REQUIRED	104 SPACES
RESIDENT PARKING PROVIDED	208 SPACES
APN#'S	126-13-110-016, 126-13-110-020, AND 126-13-110-041

1. ALL IMPROVEMENTS SHALL CONFORM TO THE UNIFORM STANDARDS AND SPECIFICATIONS OF CLARK COUNTY, NEVADA
2. UTILITY SERVICES PROVIDED AS FOLLOWS:
   WATER: LAS VEGAS VALLEY WATER DISTRICT
   ELECTRIC: NV ENERGY
   GAS: SOUTHWEST GAS CORPORATION
   SEWER: CITY OF LAS VEGAS
   SOLID WASTE DISPOSAL: SILVER STATE DISPOSAL SERVICE
   TELEPHONE: CENTURY LINK
3. UTILITY EASEMENTS TO BE DEDICATED TO RESPECTIVE AGENCIES
4. SEWER CONTRIBUTION (BASED ON 52 LOTS)
   AVERAGE DAILY FLOW = 0.014 MGD
   PEAK FLOW (PF=4.5) = 0.063 MGD
5. EXISTING STORMDRAINS TO COMPLY WITH CLIFF'S EDGE DESIGN GUIDELINES
6. STORM WATER TO SURFACE DRAIN ON STREETS
7. THIS DEVELOPMENT IS A PORTION OF A MASTER PLAN SHOWN BY SUMMA CORP. PLANNED AREA
8. THIS DEVELOPMENT DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE AS DESIGNATED BY FEMA (FEL NO. 32003C0125D.)
9. ALL INTERIOR TEMPER AND WATER MAINS ARE 8" UNLESS OTHERWISE SHOWN
10. ALL INTERIOR STREETS ARE PRIVATE 28' WIDE UNLESS OTHERWISE SHOWN
11. ALL INTERIOR PROPERTY LINE RADII = 20'. AT INTERSECTIONS AND 30' EXTERIOR PROPERTY LINE RADII
12. THIS SUBDIVISION WILL HAVE CC&RS IN TO MAINTAIN LANDSCAPING IN PERIMETERS BY THE HOME OWNERS ASSOCIATION
13. COMMON ELEMENTS AND LANDSCAPING PER CLIFF'S EDGE DESIGN GUIDELINES
14. THERE ARE NO KNOWN FAULTS OR FISSURES ON OR NEAR THIS SITE
15. SEEPS, SPRINGS, OR OTHER INDICATIONS OF HIGH GROUND WATER LEVELS NEAR, NOT NOTED ON THE SURVEY PROPERTY
16. THE BOUNDARY FOR THIS PROJECT IS FROM SURVEY BOUNDARY. ALL LOT DIMENSIONS ARE PRELIMINARY AND WILL VARY FROM FINAL MAP
17. NO EXISTING STRUCTURES ON SITE LOCATION



NOTE: ARCHITECTURAL PROJECTIONS MAY PROJECT A MAXIMUM 3' INTO REQUIRED SETBACKS, BUT BE NO CLOSER THAN 5' TO ANY CLOSER TO 5' FROM THE PROPERTY LINE.

TYPICAL LOT DETAIL
35' x 90' LOTS

Call before you Dig 1-800-227-2600

Call before you Overhead 1-702-227-2929

Call before you Underground 1-702-455-7511

1-702-229-6611

BASIS OF BEARING
THE BASIS OF BEARINGS FOR THIS PROJECT IS NORTH 00°09'19" EAST BEING THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON A RECORD OF SURVEY ON FILE IN THE CLARK COUNTY, NEVADA, RECORDERS OFFICE IN FILE 123 AT PAGE 37.

PROJECT BENCHMARK
PROJECT DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
CLARK COUNTY GEODETIC CONTROL "1000 AXIS"
NAVD88 ELEVATION: 781.794 METERS (2564.62 FEET)
RIVET AND SQUARE ALUMINUM PLATE IN A CONCRETE CYLINDER, LOCATED 25' SOUTH & 30' EAST OF GRAND CANYON DRIVE AND OLD CROW AVENUE, 1' WEST OF ELECTRICAL VAULT

DRAWN BY: MJD	Feb. 17, 10		
DESIGNED BY: MJD	Feb. 17, 10		
CHECKED BY: KHN	Feb. 17, 10	SCALE: 1"=60' HORIZ. N/A VERT.	
PROJECT NO: 1333-5			

KENNETH H. NICHOLSON — No. 10539 — CIVIL — STATE OF NEVADA — EXPIRES 12-31-11

SHEET TM1
1 OF 5 SHEETS
DRAWING NO.

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			

KB HOME NEVADA Inc.
3855 BUDGET AVE.
LAS VEGAS, NV 89118
(702) 258-3400

CITY OF LAS VEGAS

TENTATIVE MAP

CLIFF'S EDGE
POD 201 & 203
UNIT 5

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148
PH. (702) 873-7250 FAX (702) 252-2937 WEB WWW.JYNV.COM
CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS

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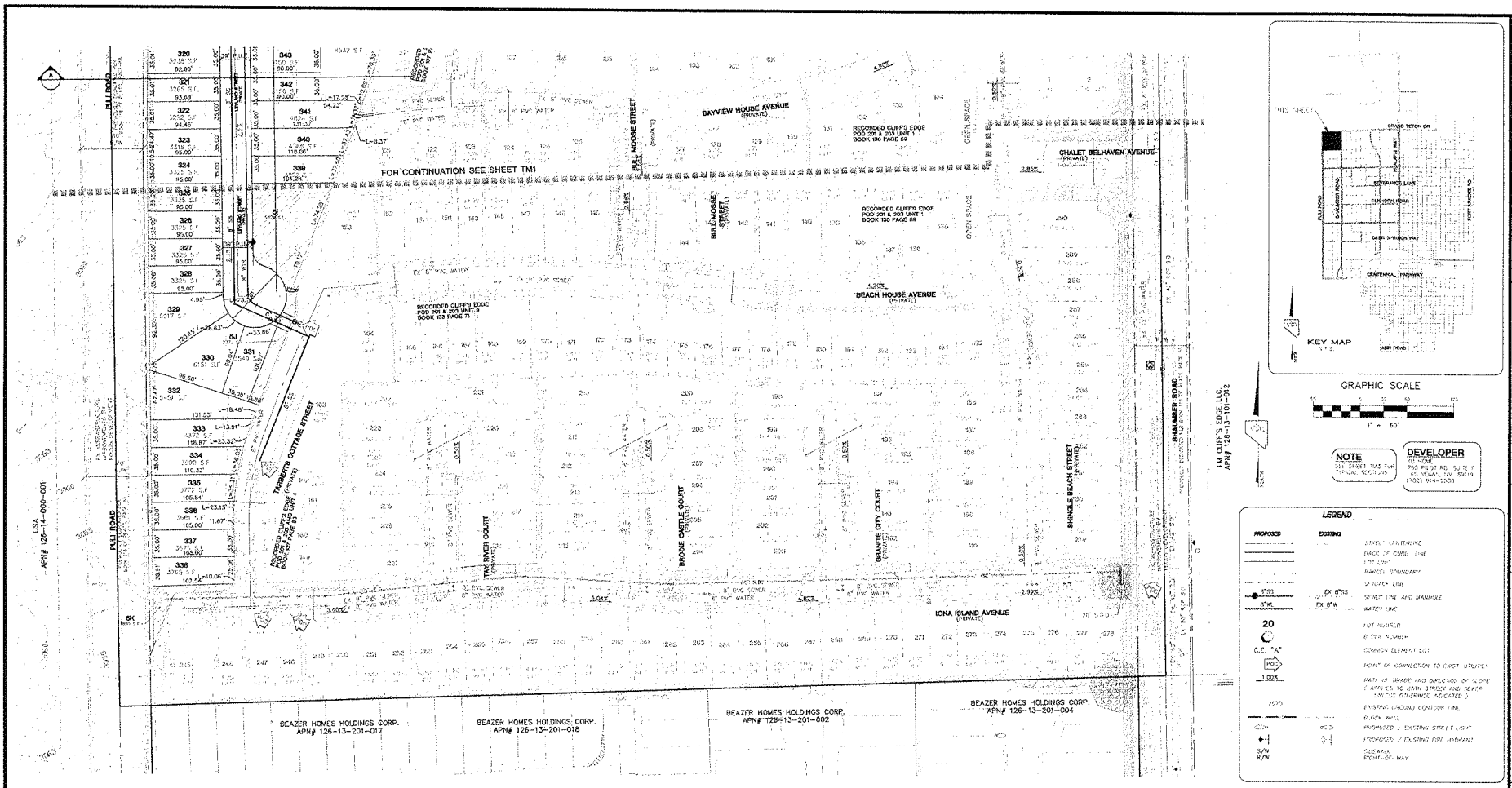
SEP 08 2010

WVR-39089
TMP-39088
REVISED



Call before you Dig 1-800-227-2600

Call before you Overhead 1-702-227-2929

Call before you Underground 1-702-455-7511

1-702-229-6611

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS PROJECT IS NORTH 90°58'16" EAST BEING THE EAST LINE OF THE NORTHWEST QUARTER (NE 1/4) OF THE SECTION 24, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN ON A RECORD OF SURVEY ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, IN FILE 123 AT PAGE 32.

PROJECT BENCHMARK

PROJECT DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

CLARK COUNTY VERTICAL CONTROL: 1000 ENG.
NAVD88 ELEVATION: 707.794 METERS (2,584.62 FEET)

RIVET AND SQUARE ALUMINUM PLATE IN A CONCRETE CYLINDER, LOCATED 20' SOUTH & 50' EAST OF GRAND CANYON DRIVE AND RED COACH AVENUE, 1' WEST OF ELECTRICAL VAULT.

RECEIVED SEP 08 2010

KB HOME NEVADA Inc.
5455 SAHARA AVE
LAS VEGAS, NV 89118
(702) 266-8400

CITY OF LAS VEGAS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148
PH. (702) 873-7550 FAX (702) 362-2597 WEB WWW.VTNINV.COM
CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS

TENTATIVE MAP

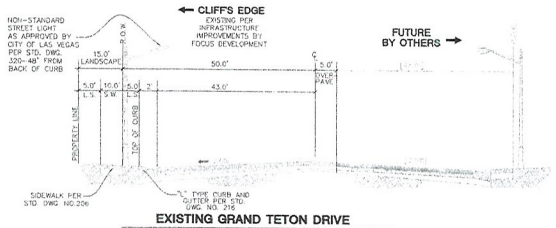
CLIFF'S EDGE
POD 201 & 203
UNIT 5

DRAWN BY: MJD Feb. 17, 10
DESIGNED BY: MJD Feb. 17, 10
CHECKED BY: MJD Feb. 17, 10
PROJECT NO. 6335-5
SCALE: 1"=60' HORIZ. NA VERT.

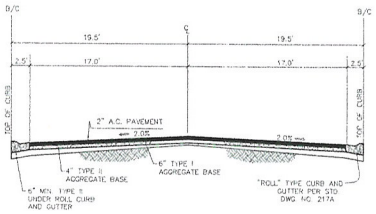
PROFESSIONAL ENGINEER STATE OF NEVADA
KENNETH F. NICHOLSON
CIVIL
No. 10539
EXPIRES 12-31-11

SHEET TM2
2 OF 5 SHEETS
DRAWING NO.

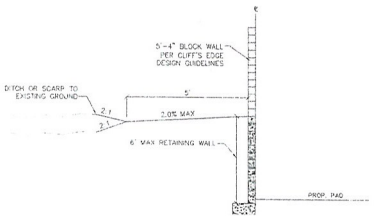
WVR-39089
TMP-39088
REVISED



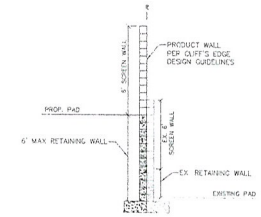
EXISTING GRAND TETON DRIVE
DEVIATION FROM STANDARDS
100.0' R.O.W.
N.T.S.



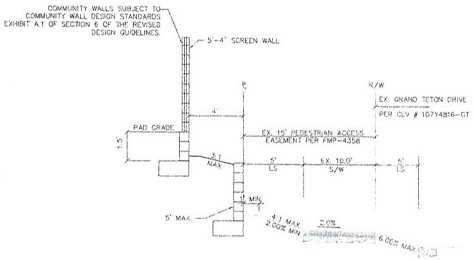
TYPICAL INTERIOR STREET SECTION
39.0' B/C
N.T.S.



WEST PERIMETER WALL DETAIL
PER SECTION 6.2.2.1
N.T.S.



EAST PERIMETER WALL DETAIL
PER SECTION 6.2.2.1
N.T.S.



NORTH PERIMETER RET. WALL DETAIL
N.T.S.

RECEIVED
SEP 08 2010

REV.	DATE	BY	REVISION
7			
6			
5			
4			
3			
2			
1			

KB HOME NEVADA Inc.
5555 BADURA AVE.
LAS VEGAS, NV. 89118
(702) 285-8400

CITY OF LAS VEGAS
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148
PH. (702) 873-7550 FAX (702) 362-2597 WEB WWW.VTNNV.COM
CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS

TENTATIVE MAP

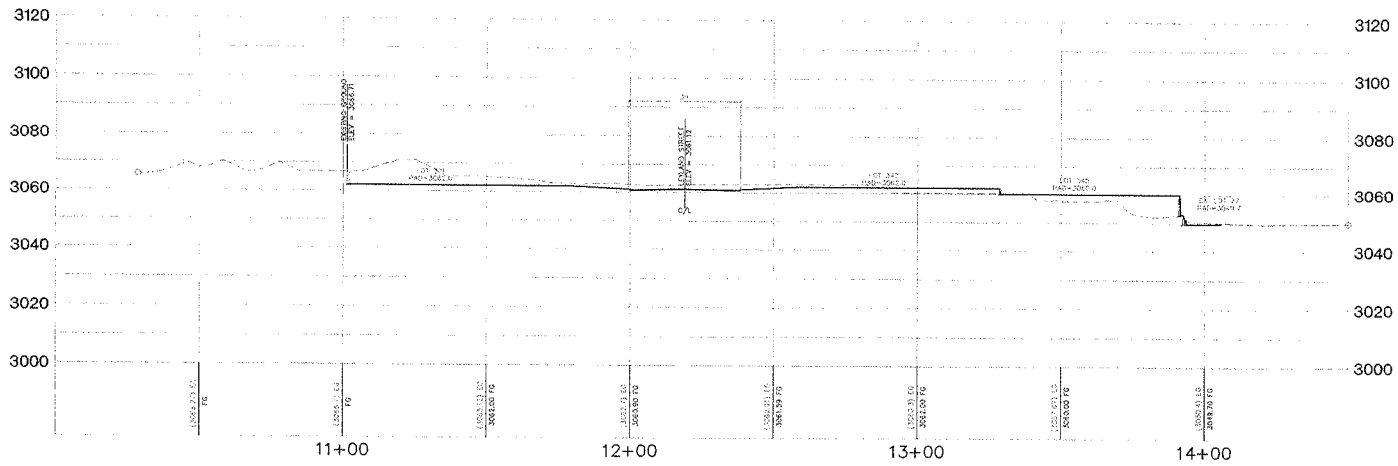
CLIFFS EDGE
POD 201 & 203
UNIT 5

DRAWN BY: MKD — Feb. 17, 10
DESIGNED BY: MKD — Feb. 17, 10
CHECKED BY: KFN — Feb. 17, 10
PROJECT NO: 8335-5
SCALE: N/A HORIZ. NA VERT.

PROFESSIONAL ENGINEER STATE OF NEVADA
KENNETH F. NICHOLSON
CIVIL
No. 10539
EXPIRES 12-31-11

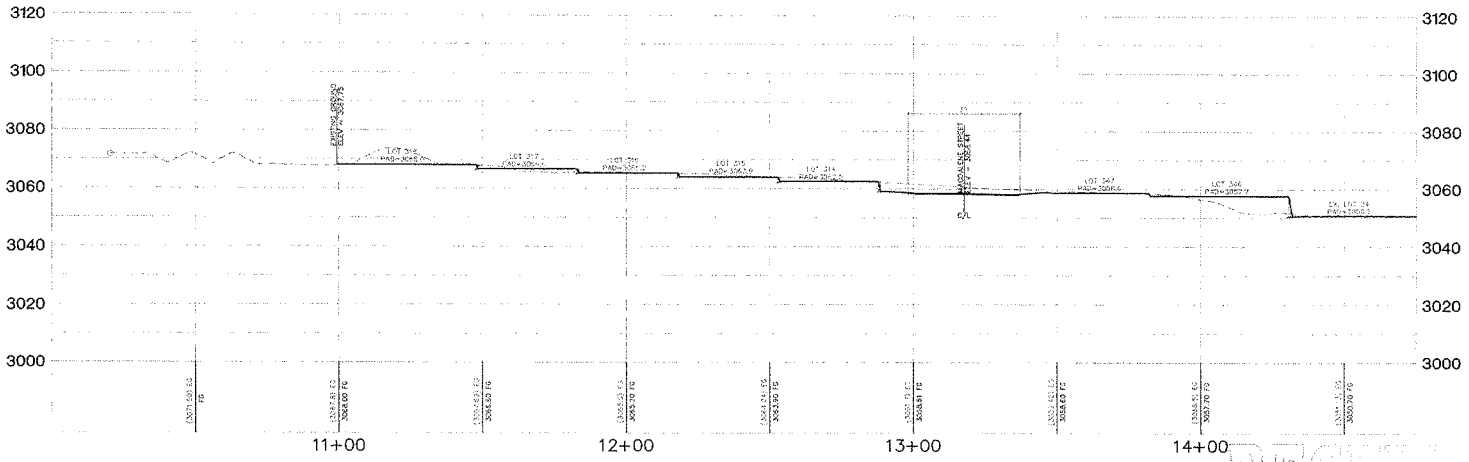
SHEET
TM3
3 OF 5 SHEETS
DRAWING NO.

WVR-39089
TMP-39088
REVISED



CROSS SECTION A

SCALE
HORZ = 1"=20'
VERT = 1"=20'



CROSS SECTION B

SCALE
HORZ = 1"=20'
VERT = 1"=20'

RECEIVED
SEP 08 2010

KB HOME NEVADA Inc.
5655 BADURA AVE.
LAS VEGAS, NV 89118
(702) 355-8400

CITY OF LAS VEGAS

2727 SOUTH RANDOM BOULEVARD
LAS VEGAS, NEVADA 89146-5149
PH (702) 873-7350 FAX (702) 362-2597 WEB WWW.VTNNV.COM
CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS

TENTATIVE MAP

CLIFF'S EDGE
POD 201 & 203
UNIT 5

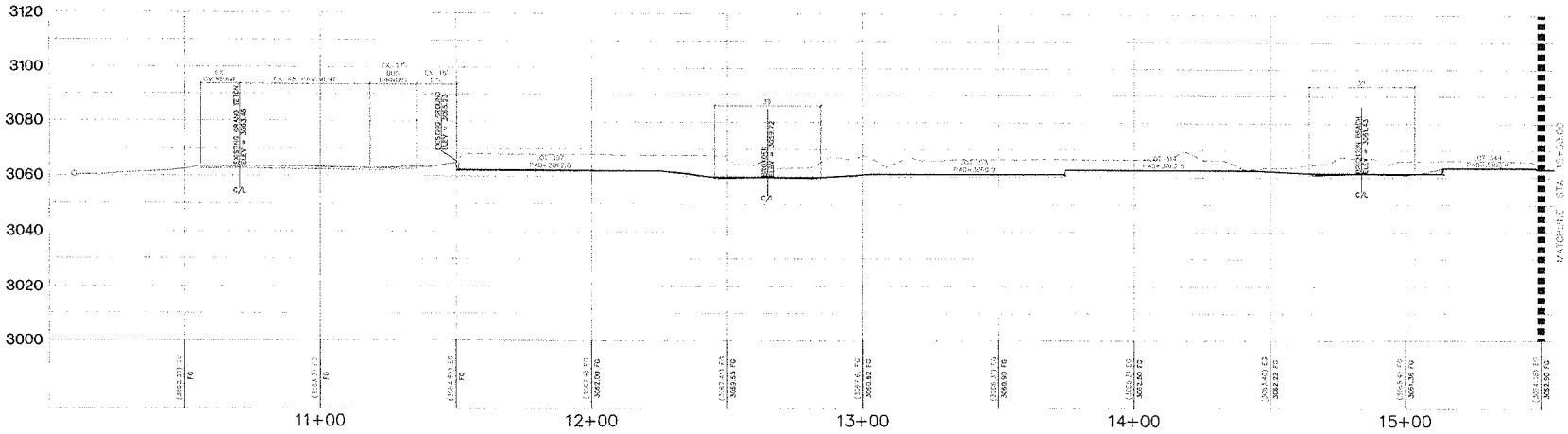
REV	DATE	BY	REVISION
7			
6			
5			
4			
3			
2			
1			

DRAWN BY: MND Feb. 17, 10
DESIGNED BY: MDD Feb. 17, 10
CHECKED BY: KFN Feb. 17, 10
PROJECT NO. 6335-3
SCALE: 1"=20' HORIZ. 1"=20' VERT.

PROFESSIONAL ENGINEER
KENNETH F. NICHOLSON
CIVIL
NO. 10639
EXPIRES 12-31-11
STATE OF NEVADA
G.T.

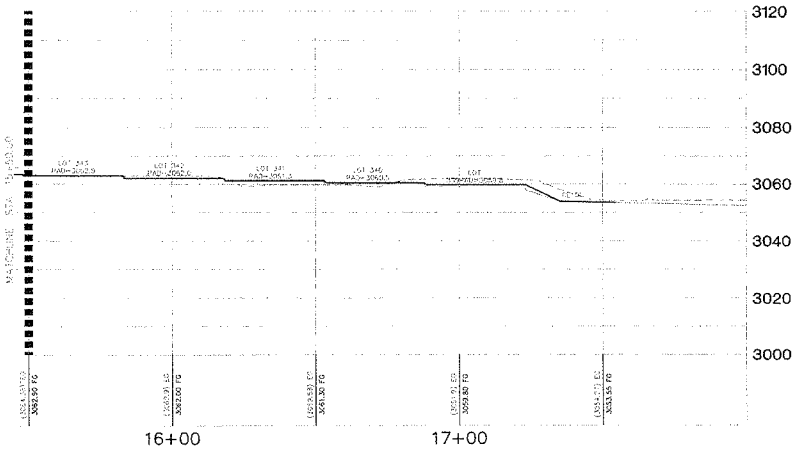
SHEET
TM4
4 OF 5 SHEETS
DRAWING NO

WVR-39089
TMP-39088
REVISED



CROSS SECTION C

SCALE
HORZ = 1"=20'
VERT = 1"=10'



CROSS SECTION C

SCALE
HORZ = 1"=20'
VERT = 1"=10'

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SEP 08 2010

WVR-39089
TMP-39088
REVISED

KB HOME NEVADA Inc.
5635 SAHARA AVE.
LAS VEGAS, NEVADA 89146
(702) 228-4900

CITY OF LAS VEGAS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148
PH. (702) 873-7550 FAX (702) 362-2237 WEB WWW.KTGNV.COM
CONSULTING ENGINEERS ● PLANNERS ● LAND SURVEYORS

TENTATIVE MAP

CLIFFS EDGE
POD 201 & 203
UNIT 5

NO	DATE	BY	REVISION
7			
6			
5			
4			
3			
2			
1			

DRAWN BY: WKD — Feb. 17, 10
DESIGNED BY: MJD — Feb. 17, 10
CHECKED BY: KFN — Feb. 17, 10
PROJECT NO.: 5335-5
SCALE: 1"=50' HORZ. 1"=20' VERT.

PROFESSIONAL ENGINEER
KENNETH F. NICHOLSON
CIVIL
No. 10539
EXPIRES 12-31-11
STATE OF NEVADA

SHEET
TM5
5 OF 5 SHEETS
DRAWING NO

WVR-39089 & TMP-39088 - APPLICANT/OWNER: KB HOME NEVADA, INC.
SOUTHEAST CORNER OF PULI ROAD AND GRAND TETON DRIVE

08/19/10

WVR-39089 & TMP-39088 - APPLICANT/OWNER: KB HOME NEVADA, INC.
SOUTHEAST CORNER OF PULI ROAD AND GRAND TETON DRIVE

08/19/10

WVR-39089 & TMP-39088 - APPLICANT/OWNER: KB HOME NEVADA, INC.
SOUTHEAST CORNER OF PULI ROAD AND GRAND TETON DRIVE

08/19/10

WVR-39089 & TMP-39088 - APPLICANT/OWNER: KB HOME NEVADA, INC.
SOUTHEAST CORNER OF PULI ROAD AND GRAND TETON DRIVE

08/19/10

WVR-39089 & TMP-39088 - APPLICANT/OWNER: KB HOME NEVADA, INC.
SOUTHEAST CORNER OF PULI ROAD AND GRAND TETON DRIVE

08/19/10

PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

August 4, 2010, Revised 8-23-2010

W.O. # 6335-5

City of Las Vegas
Development Services
731 South Fourth Street
Las Vegas, Nevada 89101

RE: **Waiver to Title 18.12**

Planning Department,

On behalf of our client, KB Homes of Nevada, VTN Nevada respectfully submits this letter for two (2) Waivers of Title 18. Specifically, we request a waiver of the Subdivision Code, 18.12, requiring a turnaround at the end of a private street. The second waiver is to Subdivision Code, 18.12.160, requiring 125 feet from centerline to centerline along Brighton Beach Avenue, between Magdalene Street and Leyland Street. This site is located east of Puli Road and south of Grand Teton Drive.
The proposed project is unit # 6 of Cliff's Edge Pods 201 and 203, previously identified as open area. The proposed 52 lot subdivision will be access for Unit # 5 via private streets. The stub street identified as "Brighton Beach Avenue" will provide access to a maximum of 2 lots at each end. These requested waiver are due to the triangular configuration of the parcel, coupled to the need to develop maximum number of lots, the project as design provide the most efficient layout for a parcel of this configuration.

Should you have any further questions regarding this matter, please do not hesitate to telephone this office at 873-7550.

Sincerely,
VTN-Nevada

Jeffrey R.Armstrong, Senior Planner
cc: Janet Love, KB Homes of Nevada
Ken Nicholson, PM-VTN

RECEIVED
AUG 26 2010

WVR-39089
TMP-39088
REVISED

Corporate Headquarters
Las Vegas, Nevada
2727 South Rainbow Blvd
Las Vegas, NV 89146-5148
Office 702.873.7550 fax 702.362.2597
www.vtnnv.com

Mesquite, Nevada Office
450 Hillside Drive A - 200
Mesquite, NV 89027-3118
Office 702.873.7550 fax 702.362.2597
www.vtnnv.com

Phoenix, Arizona Office
2375 East Camelback Road, Suite 500
Phoenix, AZ 85016-3424
Office 602.387.5202 fax 602.387.4286
www.vtnnv.com

Chino Valley, Arizona Office
140 North Highway 89
Chino Valley, AZ 86323-5944
Office 928.636.1146 fax 928.636.1568
www.vtnnv.com

consulting engineers • planners • surveyors

PROVIDENCE

3455 Cliff Shadows Parkway, Suite 220
Las Vegas, Nevada 89129
(702) 242-4949 ~ FAX: 242-0414

7/29/10

Christa Bilbrey
KB Home
5655 Badura Avenue
Las Vegas, NV 89118

Via: E-mail (cbilbrey@kbhome.com) and Prolog Website

RE: Providence Master Plan Community
Project Plan: Tentative Map Submittal
POD: 201/203 – Cambridge – Unit 4
Plan Date: 7/13/10

Dear Christa:

The Providence Design Review Committee (DRC) is in receipt of your Tentative Map submittal for the aforementioned POD.

The DRC **conditionally approves** your Tentative Map for POD 201/203 – Cambridge subject to the following:

- That this Tentative Map's conditions of approval granted by the City of Las Vegas will not refer to dedication of right-of-way necessary for the City of Las Vegas' northern beltway (Sheep Mountain Parkway);
- That the City of Las Vegas' previous tentative map approvals for POD 201/203, specifically, TMP-5290 and TMP-20526, shall be expunged so that the conditions contained therein referring to dedication of right-of-way necessary for the City of Las Vegas' northern beltway (Sheep Mountain Parkway) no longer exist;
- That KB Home demonstrate the above requirements have been met by filing with the Providence Design Review Committee the new conditions of approval for this Tentative Map once the Tentative Map has been approved by the City of Las Vegas' Planning Commission;
- The approved density of POD 201/203 was reduced to eight units per acre. Please revise the "Site Data" block to reflect this;
- Please provide the total number of lots proposed within POD 201/203 as shown on this revised Tentative Map;
- Please verify this revision conforms to an overall density of eight units per acre for POD 201/203.

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AUG 04 2010

WVR-39089
TMP-39088

PROVIDENCE
Master Planned Community

Unless specifically waived, all elements within Providence must comply with the terms and conditions of the Design Guidelines and other governing documents. The approval granted herein applies only to the specific items as noted above, and does not constitute an approval of every specific element of the submittal, nor does it constitute a waiver of Providence's rights to enforce compliance with the Design Guidelines and other governing documents. Should an element of the submittal not comply with the Design Guidelines or other governing documents, and is not specifically approved, Providence reserves all of its rights with respect to enforcement of the terms and conditions of such documents as to the non-conforming element. All non-conforming elements must be specifically noted and a specific waiver must be submitted with respect thereto.

If you have any questions, please do not hesitate to contact our office.

Sincerely,
Providence Design Review Committee

Calvin Champlin
Senior Vice President of Entitlements

cc via email: Chris Dingell – Focus

Enclosures (none)

RECEIVED
AUG 04 2010

WVR-39089
TMP-39088

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

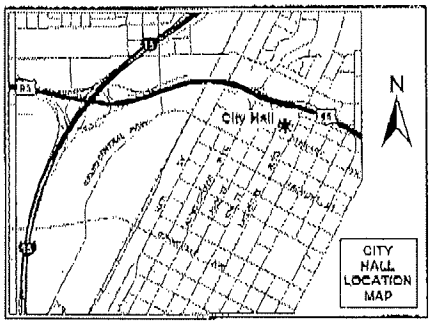
RECEIVED
CITY CLERK

2010 OCT 11 P 4:27

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 OCT 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.

WVR-39089
City Council Meeting of 10/20/2010

ENRILE CHRISTOPHER L
10807 BROXDEN JUNCTION AVE
LAS VEGAS NV 89166-5101

APN#12613117021

RECEIVED
CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

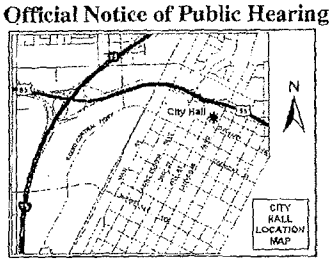
2010 OCT 11 A 10:14

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
0Z 1M
0004279213
$ 00.41⁴
OCT 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.

WVR-39089

City Council Meeting of 10/20/2010

GREENOUGH KEVIN & JERI
10737 BEACH HOUSE AVE
LAS VEGAS NV 89166-5093

APN#12613115030

10/11/2010 MON 08:50 [TX/RX NO 8386] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: WVR-39089 - APPLICANT/OWNER: KB HOME NEVADA, INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010*.

Janet Love — Signature

9/20/10 — Date

Janet Love — Please Print Name

KB HOME — Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

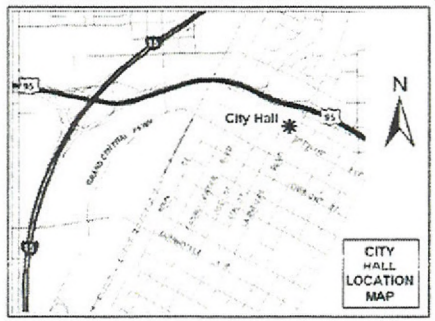
RECEIVED
SEP 20 2010

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 SEP 10 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.

WVR-39089
Planning Commission Meeting of 9/23/2010

SEP 16 2010

Case: WVR-39089
12613115081
YOHO TIMOTHY W
10827 IONA ISLAND AVE
LAS VEGAS NV 89166-5087

10f

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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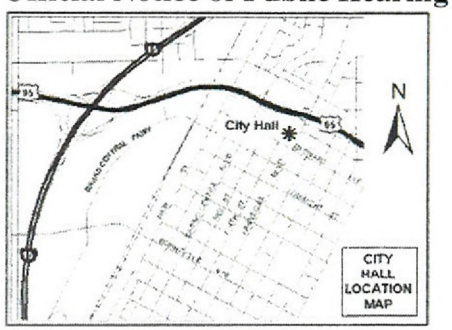

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-39089

Planning Commission Meeting of 9/23/2010

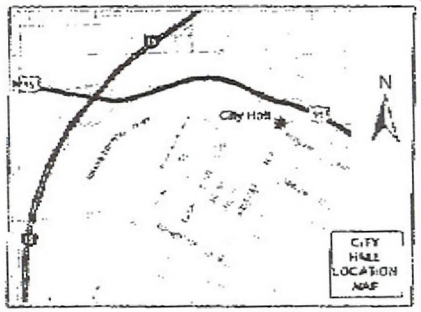
RECEIVED
SEP 20 2010

Case: WVR-39089
12613115068
ROLLO JEFFREY & BRANDY
7830 TAY RIVER CT
LAS VEGAS NV 89166-5092

top

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

WVR-39089

Planning Commission Meeting of 9/23/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIPCODE 89101

Case WVR-39089
12613117015
RODIN ROXANNE I & JAMES W
10730 BROXDEN JUNCTION AVE
LAS VEGAS NV 89166-5100

RECEIVED
SEP 22 2010

10P

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
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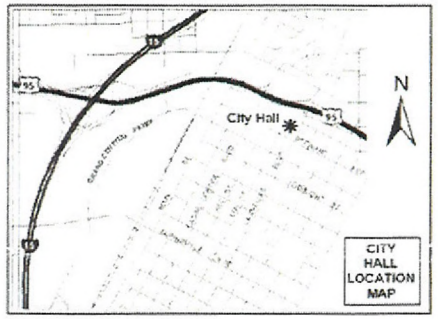
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-39089

Planning Commission Meeting of 9/23/2010

RECEIVED
SEP 21 2010

Case: WVR-39089
12613117021
ENRILE CHRISTOPHER L
10807 BROXDEN JUNCTION AVE
LAS VEGAS NV 89166-5101

10P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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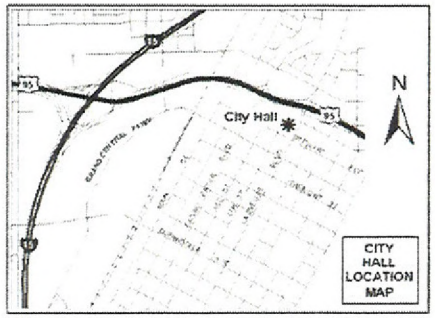
MAILED FROM ZIP CODE 89101

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.

WVR-39089
Planning Commission Meeting of 9/23/2010

RECEIVED
SEP 20 2010

Case: WVR-39089
12613111006
MORSE MICHAEL W & TANYA S
8414 W FARM RD #180-315
LAS VEGAS NV 89131-8170

Op

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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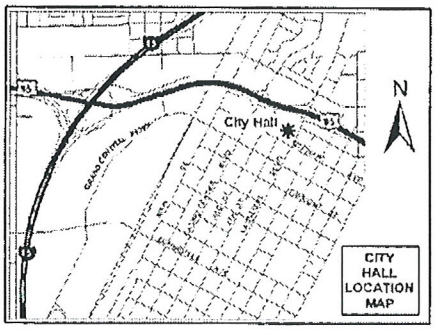
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-39089
Planning Commission Meeting of 9/23/2010

Case: WVR-39089

12613118002
JETT BARRY
7940 LINDORES LOCH ST
LAS VEGAS NV 89166-5127

RECEIVED
OCT -4 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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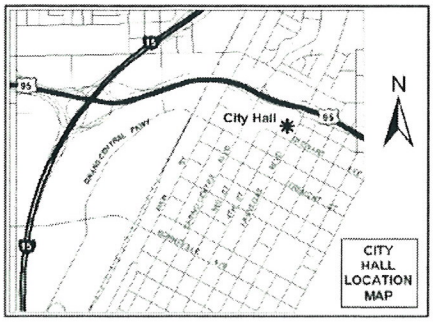
MAILED FROM ZIP CODE 89101

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.

WVR-39089

Planning Commission Meeting of 9/23/2010

RECEIVED
SEP 23 2010

Case: WVR-39089

12613118018
PHUKAN SANTANU
7822 TARBERTS COTTAGE ST
LAS VEGAS NV 89166-5130

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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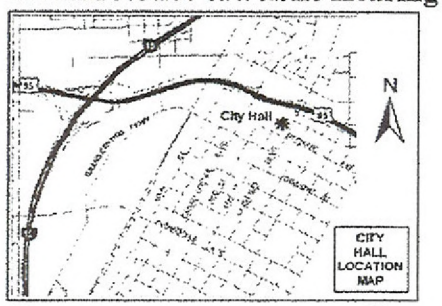
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-39089
Planning Commission Meeting of 9/23/2010

Case: WVR-39089
12613115030
GREENOUGH KEVIN & JERI
10737 BEACH HOUSE AVE
LAS VEGAS NV 89166-5093

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SEP 20 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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FIRST CLASS

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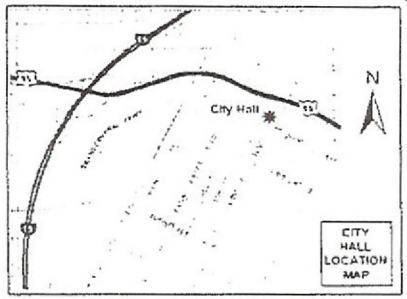
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-39089
Planning Commission Meeting of 9/23/2010

Case: WVR-39089
12613117042
LIVINGSTON KARLA N
10751 OLD IRONSIDES AVE
LAS VEGAS NV 89166-5099

RECEIVED
SEP 22 2010

10A

09/22/2010 10:40 (FAX) 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
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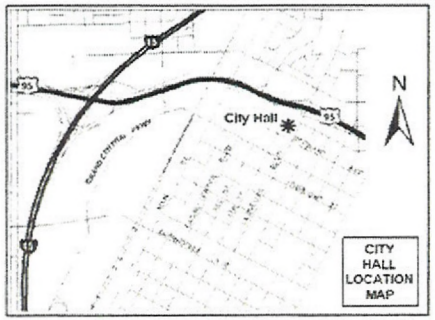
MAILED FROM ZIP CODE 89101

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.

WVR-39089
Planning Commission Meeting of 9/23/2010

RECEIVED
SEP 16 2010

Case: WVR-39089
12613212175
BEAZER HOMES HOLDINGS CORP
9121 W RUSSELL RD #200
LAS VEGAS NV 89148-1237

10A

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

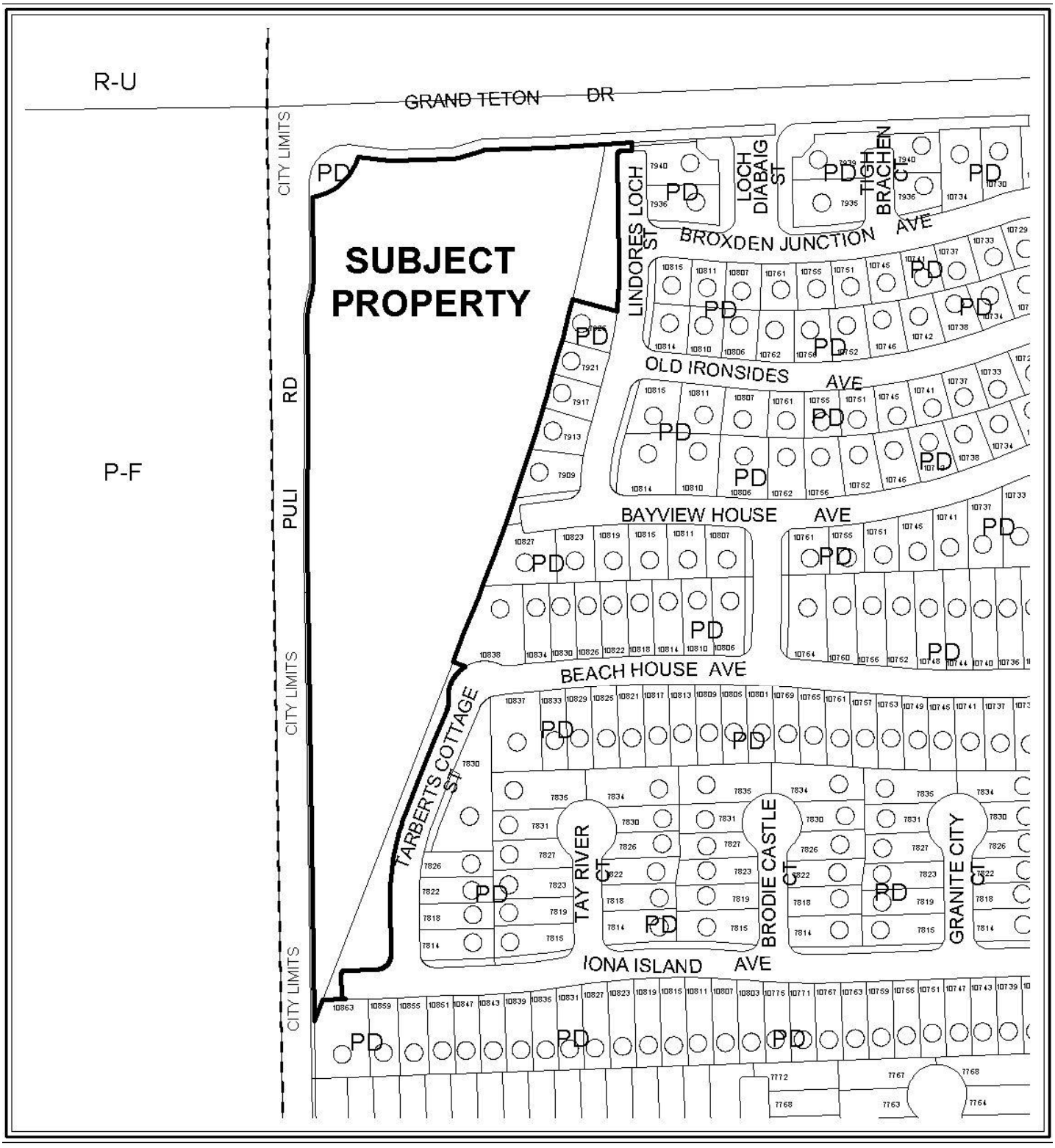
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
TMP-39088 - TENTATIVE MAP - CLIFF'S EDGE POD 201 AND 203 UNIT 5 - APPLICANT/OWNER: KB HOME NEVADA, INC. - Request for a Tentative Map FOR A 52-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 8.06 acres adjacent to the southeast corner of Puli Road and Grand Teton Drive (APNs 126-13-110-016, 126-13-118-039 and 041), PD (Planned Development) Zone [ML (Medium-Low Density Residential) Cliff's Edge Special Land Use Designation], Ward 6 (Ross). The Planning Commission (3-2-1 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 (3-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Consolidated Backup
3. Supporting Documentation
4. Backup referenced from the September 23, 2010 Planning Commission Meeting Item TMP-39088



0 100 200 Feet

CASE: TMP-39088

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

0 100 200 Feet

CASE: TMP-39088

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

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: **TMP-39088** APN: 126-13-110-016, 126-13-118-039 & 041

Name of Property Owner: KB HOME NEVADA INC.

Name of Applicant: KB HOME NEVADA INC.

Name of Representative: JANET LOVE

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: _____

State of Nevada
County of Clark

Print Name: ROBERT MCGIBNEY

Subscribed and sworn before me

This 18th day of August, 2010 by Robert McGibney.

_____
Notary Public in and for said County and State

JANET E. LOVE
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 04-88128-1
MY APPT. EXPIRES APRIL 11, 2012

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: TENTATIVE MAP

Project Address (Location) East of PULI ROAD and South of GRAND TETON DRIVE

Project Name CLIFF'S EDGE POD # 201 and 203 / UNIT # 5 **Proposed Use** Residential

Assessor's Parcel #(s) 126-13-110-016 & 126-13-118-039, 041 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing PD proposed PD

Commercial Square Footage N/A **Floor Area Ratio** n/a

Gross Acres 8.06 **Lots/Units** 52 **Density** 6.45

Additional Information _____

PROPERTY OWNER KB HOME NEVADA INC., **Contact** JANET LOVE

Address 5655 BADURA AVENUE **Phone:** 266-8466 **Fax:** 266-8623

City LAS VEGAS **State** NEVADA **Zip** 89118

E-mail Address jlove@kbhome.com

APPLICANT KB HOME NEVADA INC., **Contact** JANET LOVE

Address 5655 BADURA AVENUE **Phone:** 266-8466 **Fax:** 266-8623

City LAS VEGAS **State** NEVADA **Zip** 89118

E-mail Address jlove@kbhome.com

REPRESENTATIVE VTN-NEVADA **Contact** KATHY DANCHO

Address 2727 S. RAINBOW BOULEVARD **Phone:** 253-2469 **Fax:** 362-2597

City LAS VEGAS **State** NEVADA **Zip** 89146

E-mail Address kathyd@vtnnv.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT McGIBNEY

State of Nevada
County of Clark

Subscribed and sworn before me

This 18th day of August, 2010.

by Robert McGibney.

Janet E. Love

Notary Public in and for said County and State

JANET E. LOVE
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
APPT. No. 04-88128-1
MY APPT. EXPIRES APRIL 11, 2012

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

TENTATIVE MAP CLIFF'S EDGE POD 201 & 203 Unit 5

STREET NAMES

Brighton Beach

Broxden Junction

Leyland

Magdalene

RECEIVED

AUG 04 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: **TMP-39088 - APPLICANT/OWNER: KB HOME NEVADA, INC.**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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.

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Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *SEPTEMBER 22, 2010.*

Janet Love — 9/20/10
Signature — Date

Janet Love
Please Print Name

KB HOME
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
SEP 20 2010

11

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

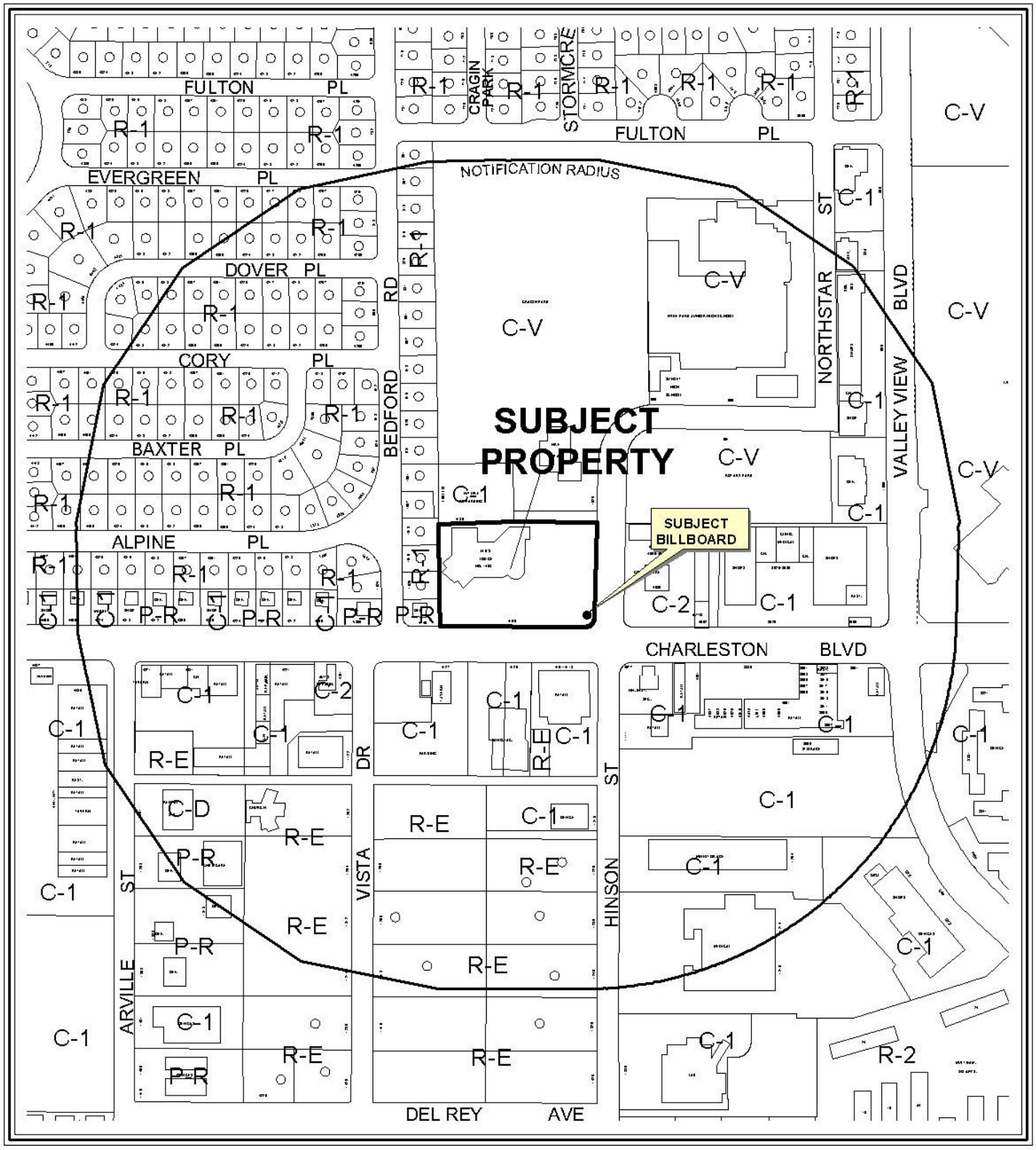
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-39097 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: LODGE BPOE #1468 - Required Review of a previously approved Special Use Permit (U-0216-90) FOR A 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4100 West Charleston Boulevard (APN 139-31-801-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 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. Photo
5. City Council Approval Letter for RQR-21349
6. Support Postcard
7. Backup referenced from the September 23, 2010 Planning Commission Meeting Item RQR-39097



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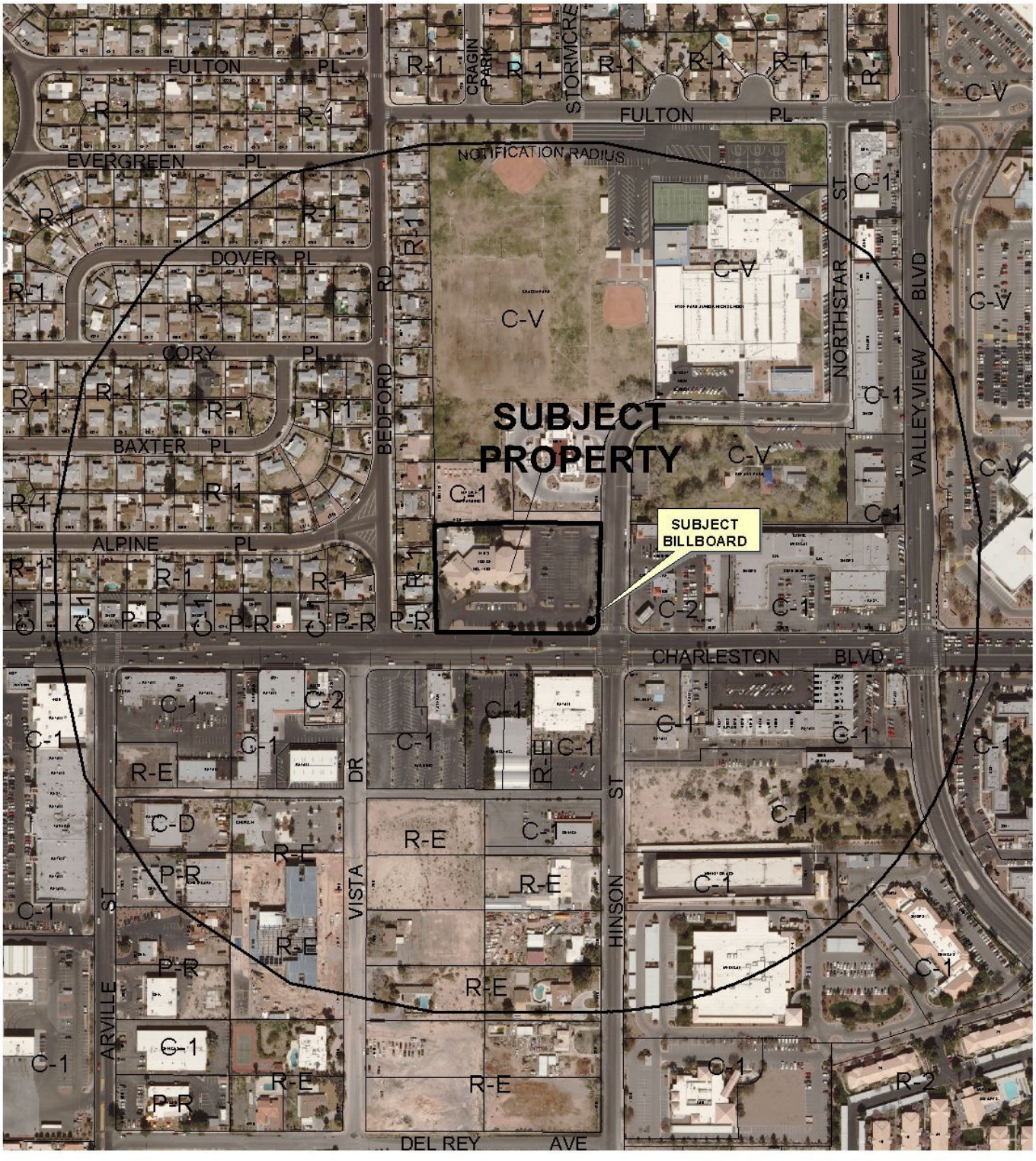
CASE: **RQR-39097**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



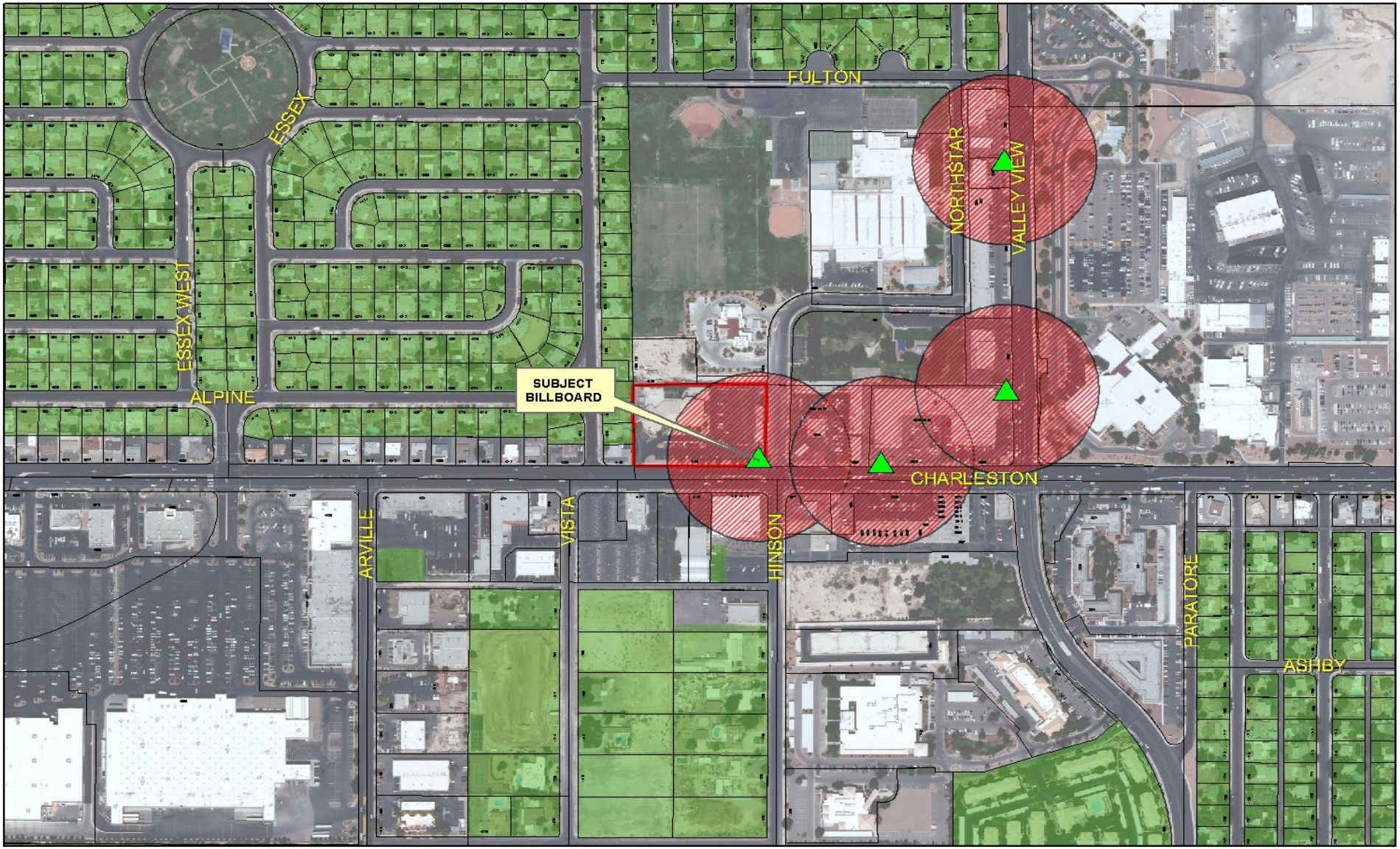
0 400 800 Feet

CASE: **RQR-39097**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-39097

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: LODGE BPOE #1468

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-39097	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-39097 CONDITIONS

Planning and Development

1. This Special Use Permit (U-0216-90) shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0216-90) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
October 20, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Required Three Year Review of an approved Special Use Permit (U-02-16-90) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4100 West Charleston Boulevard. The Off-Premise Sign is in compliance with code requirements and the sign remains compatible with adjacent land uses. Therefore, staff is recommending approval with conditions. If denied, the Off-Premise Sign would have to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/05/90	The City Council approved the Special Use Permit (U-0216-90) to allow a 40-foot tall, 14-foot by 48-foot Off-Premise Sign on this site, subject to a five-year review. The Board of Zoning Adjustment and staff recommended denial on 10/25/90.
03/20/96	The City Council approved a Required Five-Year Review [U-0216-90(1)] of the Special Use Permit (U-0216-90), which allowed a 40-foot tall, 14 foot by 48 foot Off-Premise Sign on this site, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval on 02/27/96.
04/06/05	The City Council approved a Required Five Year Review (RQR-5939) of an approved Special Use Permit (U-0216-90), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4100 West Charleston Boulevard. The Planning Commission recommended denial on 02/24/05, but staff recommended approval.
06/07/06	The City Council approved a request for a Required One Year Review (RQR-12233) of an approved Special Use Permit (U-0216-90), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4100 West Charleston Boulevard. The Planning Commission and staff recommend approval.
09/05/07	The City Council approved a request for a Required One Year Review (RQR-21349) of an approved Special Use Permit (U-0216-90), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4100 West Charleston Boulevard. The Planning Commission and staff recommended denial.
09/23/10	The Planning Commission (6-0 vote) recommended APPROVAL (PC Agenda Item #12/rg).

Most Recent Change of Ownership	
01/22/88	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/01/91	A building permit (#91101575) was issued for the subject sign at 4100 West Charleston Boulevard. The project was completed on 05/01/91.

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	
08/19/10	During a site visit conducted by staff it was noted that all conditions of approval have been met, and that the sign is maintained in good condition.

Details of Application Request	
Site Area	
Net Acres	2.85

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Private club, Lodge or Fraternal Organization	SC (Service Commercial)	C-1 (Limited Commercial)
North	Fire Station	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail, Banquet Facility and Liquor Establishment (Tavern)	SC (Service Commercial)	C-1 (Limited Commercial)
East	Service Station with Convenience Store, Auto Parts Sales	SC (Service Commercial)	C-2 (General Commercial)

West	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	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 19.14.10, the following standards apply:

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within the public right-of-way, within the Off-Premise Sign Exclusionary Zone or within the Las Vegas Boulevard Scenic Byway Overlay District	Not located within the Exclusionary Zone	Y
Zoning	Off-Premise Signs are permitted in the C-1 (Limited Commercial), C-2 (General Commercial), C-M (Commercial/Industrial) and M (Industrial) Zoning Districts only	Located within a C-1 (Limited Commercial) zoning district	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet	672 square feet	Y
Height	No higher than 40 feet from grade at the point of construction; may be raised to maximum of 55 feet with approval of City Council if significantly obscured from view of travel lanes	Maximum height of 40 feet from grade	Y

Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view	Screened	Y
Off-Premise Sign	At least 300 feet to another Off Premise Sign	400 feet to another Off Premise Sign	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	400 feet from "R" zoned property to the east.	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Primary Arterial – Charleston Boulevard	Master Plan of Streets and Highways	100	Y

ANALYSIS

This is the fifth review of the subject Off-Premise Sign at 4100 West Charleston Boulevard. The sign has the required building permits with final inspections completed. The subject site is located within the Airport Overlay District (175 feet) and the Off-Premise Sign meets the height restrictions. The Off-Premise Sign is in compliance with code requirements, and it is compatible with surrounding areas; therefore, staff is recommending approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 152 (By City Clerk)

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-39097** APN: 139 31 801 009

Name of Property Owner: LODGE BPOE

Name of Applicant: Clear Channel Outdoor

Name of Representative: Rod Carter

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: Lee Butts

Print Name: LEE Butts TRUSTEE CHAIRMAN

Subscribed and sworn before me

This 3 day of August, 2010

Jordyn Gross

Notary Public in and for said County and State

JORDYN GROSS
NOTARY PUBLIC
STATE OF NEVADA
DATE APPOINTMENT EXP: 01-17-2011
CERTIFICATE NO: 07-1265-1

RECEIVED
AUG 05 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: RQR ~~N/A~~ 21349

Project Address (Location) 4100 W. Charleston Blvd

Project Name REQUIRED REVIEW - Clear Channel Outdoor **Proposed Use** existing

Assessor's Parcel #(s) 139 31 801 009 **Ward #** 1

General Plan: existing X proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER LODGE BPOE **Contact** LEE BUTTS

Address 4100 W. Charleston **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89107

APPLICANT Clear Channel Outdoor **Contact** ROD Carter

Address 2880 - B Meade Ave., Suite 350 **Phone:** 238 7200 **Fax:** 238 7266

City Las Vegas **State** NV **Zip** 89102

REPRESENTATIVE Same As Applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

Property Owner Signature* Lee Butts

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LEE BUTTS TRUSTEE CHAIRMAN

Subscribed and sworn before me

This 3 day of August, 20 10.

Jordyn Gross

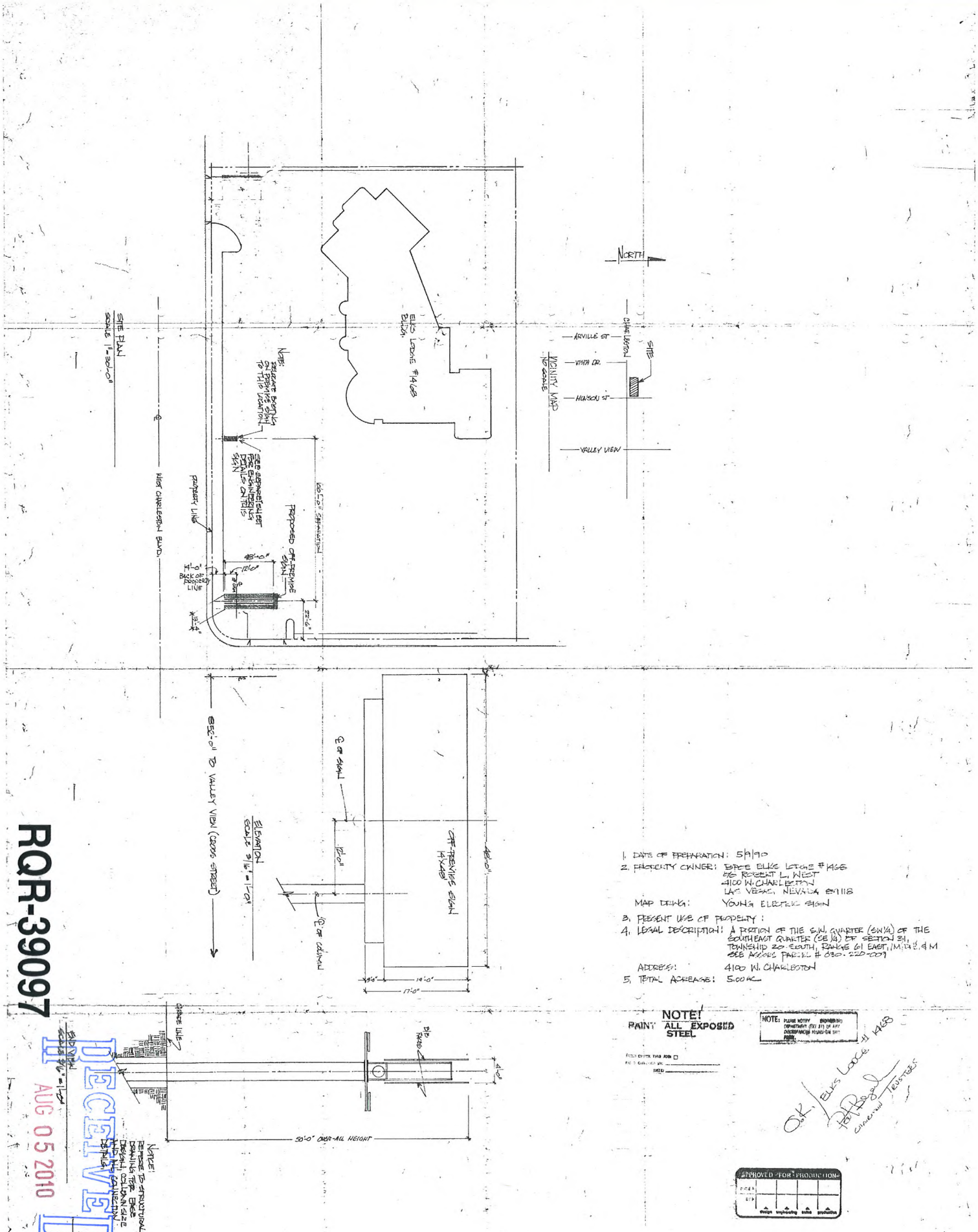
Notary Public in and for said County and State

JORDYN GROSS
NOTARY PUBLIC
STATE OF NEVADA
DATE APPOINTMENT EXP: 01-17-2011
CERTIFICATE NO: 07-1265-1

FOR DEPARTMENT USE ONLY

Case #	RQR-39097
Meeting Date:	9-23-10 PC
Total Fee:	$800.00
Date Received:*	8/5/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.



1. DATE OF PREPARATION: 5/9/90
2. PROPERTY OWNER: BPOE ELKS LODGE #1468
   96 ROBERT L. WEST
   4100 W. CHARLESTON
   LAS VEGAS, NEVADA 89118
   MAP DRWG: YOUNG ELECTRIC SIGN
3. PRESENT USE OF PROPERTY:
4. LEGAL DESCRIPTION: A PORTION OF THE S.W. QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M
   SEE ASSORS PARCEL # 030-220-009
   ADDRESS: 4100 W. CHARLESTON
5. TOTAL ACREAGE: 5.00 AC

NOTE!
PAINT ALL EXPOSED STEEL

NOTE: PLEASE NOTIFY ENGINEERING DEPARTMENT (TEL 31) OF ANY DISCREPANCIES FOUND ON THIS PAGE.

FIELD CHECK THIS JOB ☐
FIELD CHECKED BY: _____
DATE: _____

O.K. ELKS LODGE #1468
Cameron Trustees

APPROVED FOR PRODUCTION
DATE
SIGN
sign engineering sales production

RQR-39097

RECEIVED
AUG 05 2010

LAS VEGAS DIVISION
YOUNG ELECTRIC SIGN COMPANY
YESCO 5119 So. Cameron St., Las Vegas, Nev. 89118 (702) 876-8080

PROD. APPROVAL	DATE	BY	DRAWINGS	DESIGN NO.	SHEET NO.	SCALE	DATE	BY
CLIENT			ORIG. DES.		1 OF 1	NOTED	5/8/90	BRENT
SALES			REVISIONS		"	"	3/4/91	BRENT
DESIGN								
ESTIMATING								
ENGINEERING								
EXPEDITING								

FIRM NAME/LOCATION ADDRESS
BPOE ELKS LODGE #1468
4100 WEST CHARLESTON BLVD
LAS VEGAS, NEVADA

SALESPERSON VINE YEN TILE

FILE DESIGN NUMBER

W.O. NUMBER

NOTE: COST FOR PROVIDING NECESSARY ELECTRICAL WIRING TO SIGN AREA IS NOT INCLUDED IN SIGN PROPOSAL.

FILE DESIGN NUMBER

© THIS DRAWING WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL. THE ORIGINAL IDEAS HEREIN ARE THE PROPERTY OF YOUNG ELECTRIC SIGN COMPANY. PERMISSION TO COPY OR REVISE THIS DRAWING CAN ONLY BE OBTAINED THRU A WRITTEN AGREEMENT WITH YESCO. SEE YOUR SALES REPRESENTATIVE OR CALL THE NEAREST OFFICE OF YOUNG ELECTRIC SIGN COMPANY.

RQR-39097 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: LODGE BPOE #1468
4100 WEST CHARLESTON BOULEVARD
6070 WEST SAHARA AVENUE

08/19/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

October 9, 2007

Lodge BPOE #1468
4100 West Charleston Boulevard
Las Vegas, Nevada 89107

RE: RQR-21349 – REQUIRED REVIEW
CITY COUNCIL MEETING OF SEPTEMBER 5, 2007

Dear Applicant:

The City Council at a regular meeting held September 5, 2007 considered the Appeal of the denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit (U-0216-90) WHICH ALLOWED A 50-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4100 West Charleston Boulevard (APN 139-31-801-009), C-1 (Limited Commercial) Zone.

The City Council granted the Appeal, thereby APPROVING the One Year Review. The Notice of Final Action was filed with the Las Vegas City Clerk on September 6, 2007. This approval is subject to:

Planning & Development

1. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

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AUG 05 2010

RQR-39097

5. Deleted at City Council

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #350
Las Vegas, Nevada 89102

RQR-39097

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AUG 05 2010

p.1
7028709618
GREGORY A MOORE
Oct 11 2010 9:39
10/11/2010 MON 08:42 [TX/RX NO 8385] 001

RECEIVED
CITY CLERK

2010 OCT 11 A 10:14

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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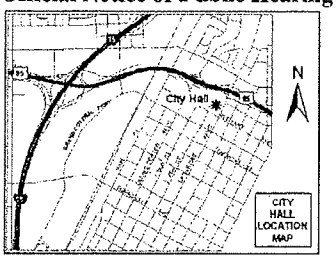
OCT 08 2010
MAILED FROM ZIPCODE 89101

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.

RQR-39097
City Council Meeting of 10/20/2010

MOORE OVID A & EDNA E TRUST
MOORE OVID A & EDNA E TRS
P O BOX 26627
LAS VEGAS NV 89126-0627

APN#13931411034

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: **RQR-39097 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: LODGE BPOE #1468**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***SEPTEMBER 23, 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 *SEPTEMBER 22, 2010*.

Signature

9/16/10
Date

Rod Carter
Please Print Name

Clear Channel Outdoor
Company Name

Sincerely,

RECEIVED
SEP 20 2010

Steve Gebeke
Planning Supervisor
Case Planning Division

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
PITNEY BOWES
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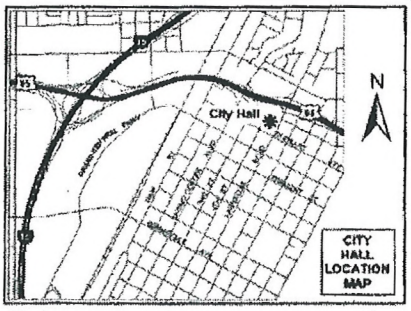
SEP 10 2010
MAILED FROM ZIP CODE 89101

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.

RQR-39097

Planning Commission Meeting of 9/23/2010

Case: RQR-39097

13931411028
ANTON PAMELA SUE
5317 HARMONY AVE
LAS VEGAS NV 89107-0312

RECEIVED
SEP 15 2010

12P

09/15/2010 11:08 FAX

0001/0001

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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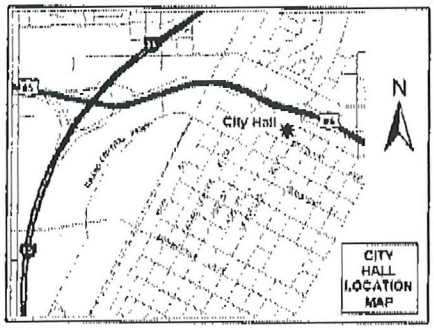
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-39097

Planning Commission Meeting of 9/23/2010

Case: RQR-39097
16206510036
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

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SEP 13 2010

12P

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

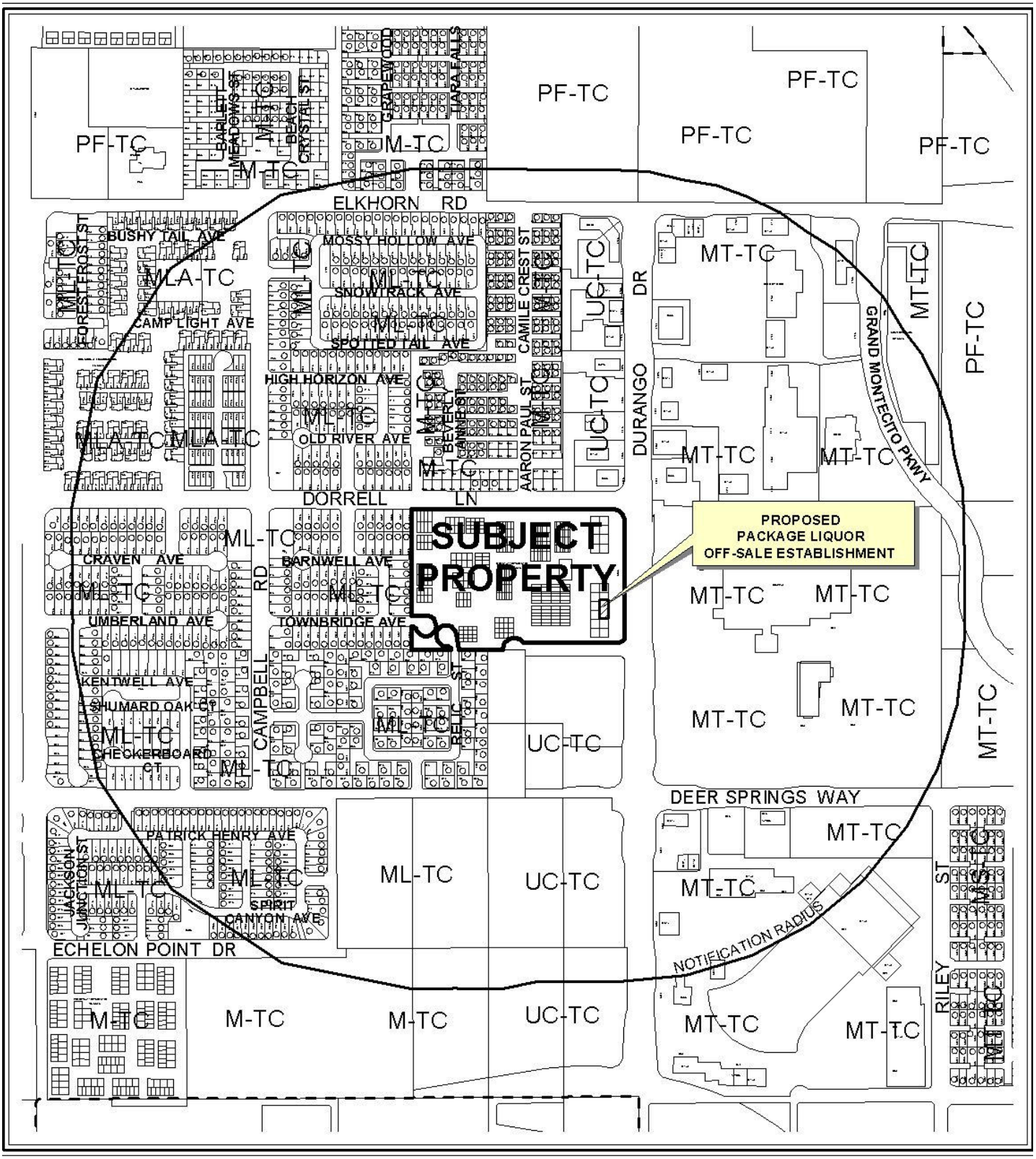
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38909 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DURANGO MARKET - OWNER: MNLK, LLC - Request for a Special Use Permit FOR A PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 2,326 SQUARE-FOOT GENERAL RETAIL STORE at 6955 North Durango Drive, Suite #1114 (APNs 125-20-215-269 and 270), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (5-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**850**
City Council Meeting	**5**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (5-1 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. Photo
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the August 26, 2010 Planning Commission Meeting Item SUP-38909

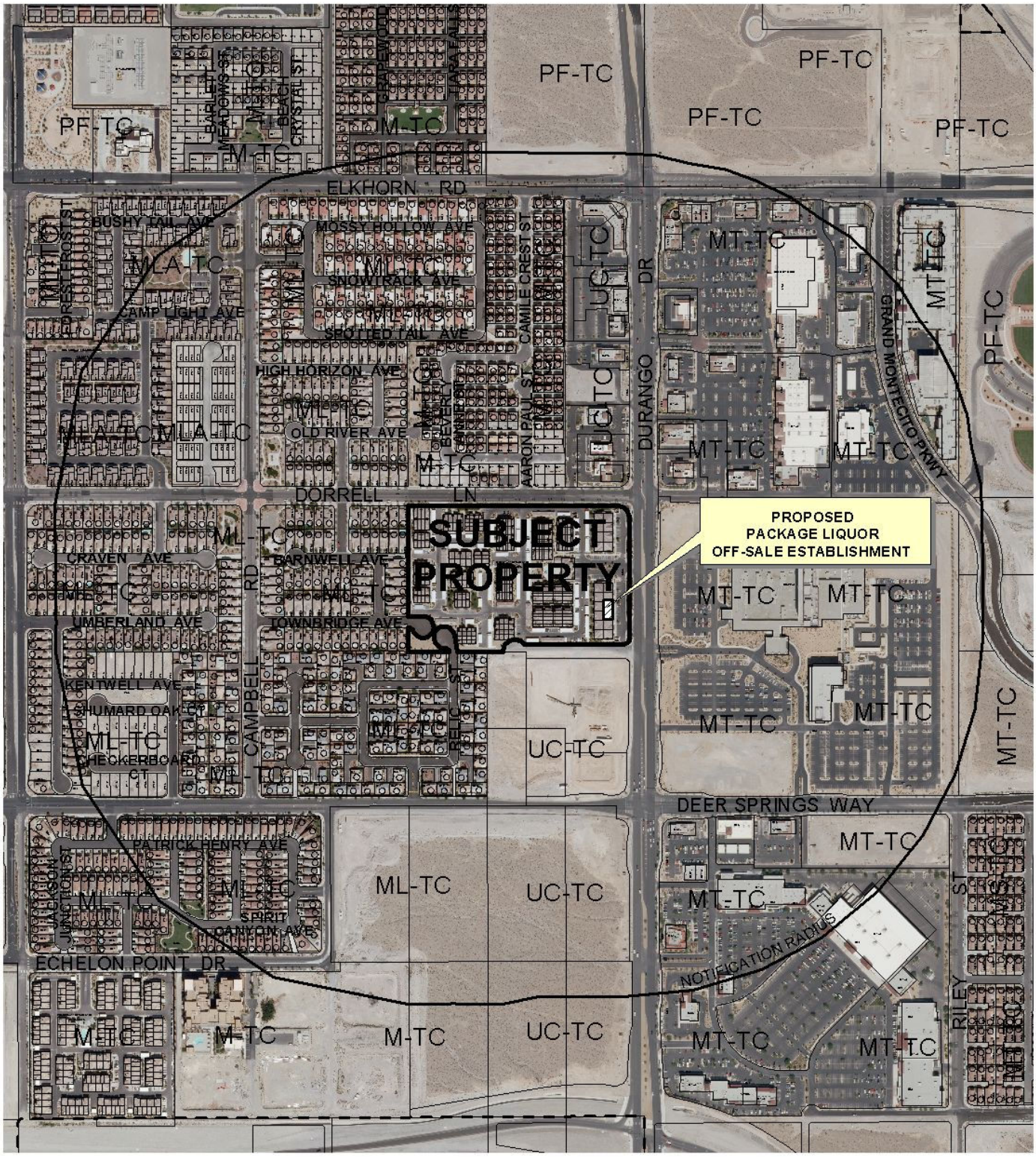


CASE: **SUP-38909**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [UC-TC (URBAN CENTER - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



0 500 1000 Feet

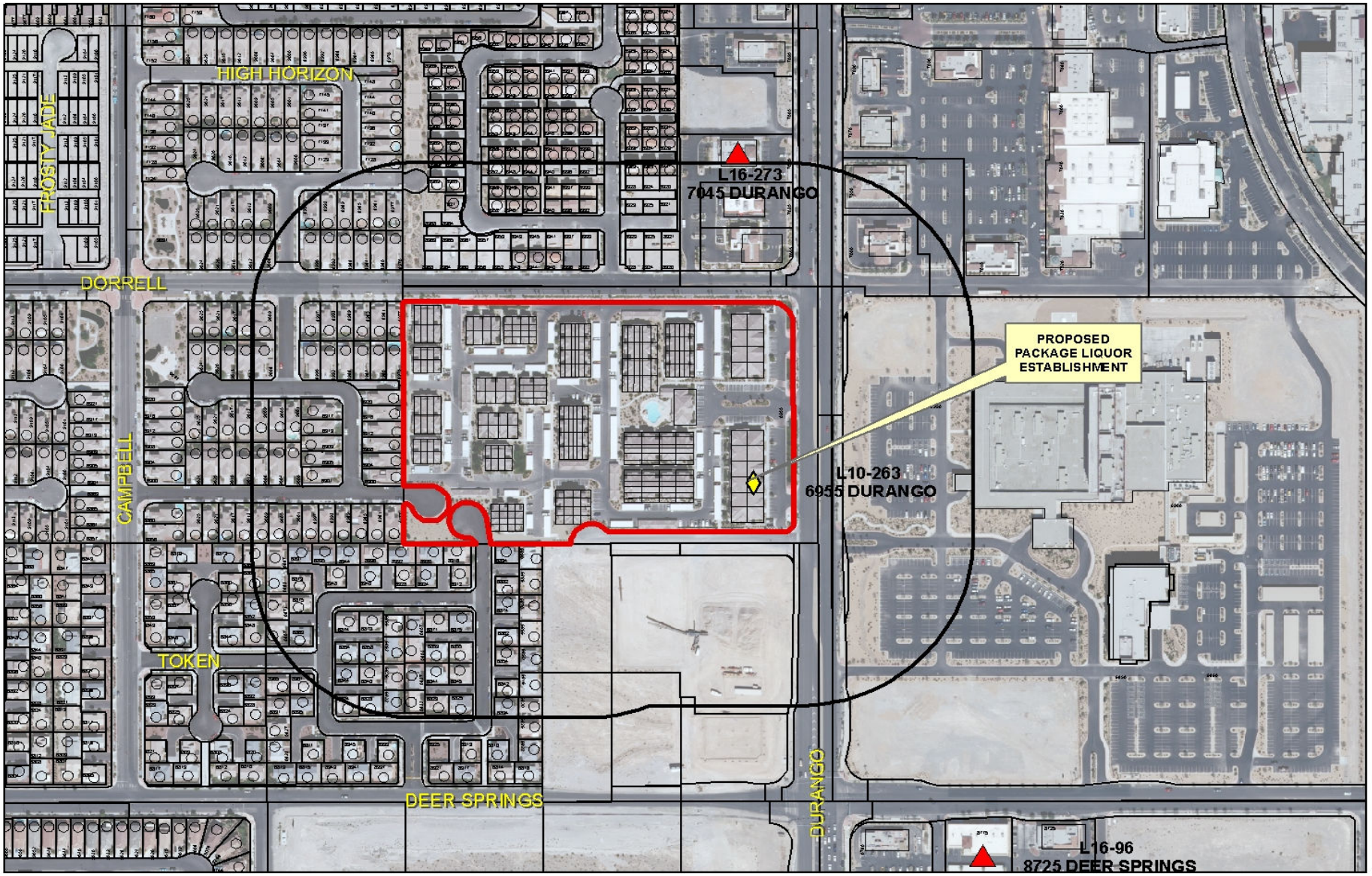
CASE: **SUP-38909**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [UC-TC (URBAN CENTER - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



SUP-38909

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: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: DURANGO MARKET - OWNER: MNLK, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38909	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-38909 CONDITIONS

Planning and Development

1. There shall be a review one year after issuance of a business license at a public hearing of the Planning Commission.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Package Liquor Off-Sale Establishment 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. 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 Package Liquor Off-Sale Establishment within an existing 2,326 square-foot retail establishment building at 6955 North Durango Drive, Suite #1114. No Waivers are needed as a part of this request. The proposed use meets all Title 19.04 standards for a Package Liquor Off-Sale Establishment, and can be conducted in a manner that is harmonious and compatible with existing surrounding land uses; therefore, staff recommends approval. If this request is denied, the proposed use will not be permitted at this location.

ISSUES

- The Package Liquor Off-Sale Establishment use is permitted within the UC-TC (Urban Center Mixed Use – Town Center) Special Land Use district only in conjunction with the approval of a Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/26/01	An Annexation [A-0003-99(A)] was processed; the annexation area consists of approximately 629.808 acres of land, located west of El Capitan Way and east of Grand Canyon Drive between Grand Teton Drive and Rome Boulevard.
04/03/02	The City Council approved a request for a Rezoning (Z-0099-01) from U (Undeveloped) [TC (Town Center) General Plan Designation] to T-C (Town Center) Zone on 15.16 acres located adjacent to the west side of El Capitan Way approximately 660 feet south of Elkhorn Road. The Planning Commission and staff recommended approval on 02/28/02.
05/01/02	The City Council approved a request for a Site Development Plan Review [Z-0099-01(1)] for a proposed 274-unit multi-family residential development and 16,000 square feet of commercial floor space on 15.16 acres located adjacent to the west side of El Capitan Way, approximately 660 feet south of Elkhorn Road. The Planning Commission and staff recommended approval on 03/28/02.
05/01/02	The City Council approved a related Development Agreement (DA-0001-02) for this development. The Planning Commission and staff recommended approval on 03/28/02.

05/19/04	The City Council approved a request for a Development Agreement (DIR-4432) for a condominium conversion for a 284-unit development including 10 retail units on 15.2 acres adjacent to the southwest corner of Durango Drive and Dorrell Lane.
06/02/04	The City Council approved the Development Agreement (Bill No. 2004-42) with El Capitan Associates, Limited Liability Company.
06/10/04	The Planning Commission approved a Tentative Map (TMP-3991) for a 284-lot condominium development including 10 retail units. Staff recommended approval.
12/01/04	The City Council approved a request for a Special Use Permit (SUP-5230) for Beer and Wine Sales, Off-Premise located at 6955 North Durango Drive, Suites #1113 and #1114. The Planning Commission and staff recommended approval.
12/01/04	The City Council approved a request for a Special Use Permit (SUP-5231) for package liquor sales located at 6955 North Durango Drive Suites #1115 and #1116. The Planning Commission and staff recommended approval
09/04/07	The Centennial Hills Architecture Review Committee denied a request for a Major Modification (ARC-24065) to an approved Master Sign Plan (CHAR-0017-04) and Waiver to allow exposed neon window signs at 6955 North Durango Drive Units #1113 and #1114.
11/19/09	A Code Enforcement case (#84190) was processed for neon signs in windows and temporary signage. Code Enforcement closed the case on 02/10/10.
05/27/10	The Planning Commission, at the request of the applicant, held in abeyance a request for a Special Use Permit (SUP-37739) for a Package Liquor Off-Sale use within an existing 2,326 square-foot retail establishment at 6955 North Durango Drive, Suite #1114.
06/24/10	The Planning Commission, at the request of the applicant, struck a request for a Special Use Permit (SUP-37739) for a Package Liquor Off-Sale use within an existing 2,326 square-foot retail establishment at 6955 North Durango Drive, Suite #1114.
09/23/10	The Planning Commission (5-1 vote/tm) recommended APPROVAL (PC Agenda Item #23/sg).

Most Recent Change of Ownership	
06/04/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/25/03	A Building Permit (#3003715) was issued for a retail shell building at 6955 North Durango, Suite #1114. The project was completed 12/15/04.
05/10/05	A Building Permit (#5003055) was issued for a tenant improvement build out at 6955 North Durango, Suite #1114. The project was completed 10/07/05.

10/17/05	A Business License application (C05-02484) was issued for retail tobacco sales at 6955 North Durango, Suite #1114. The license is still active.
10/17/05	A Business License application (C15-00347) was issued for a convenience store at 6955 North Durango, Suite #1114. The license is still active.
10/17/05	A Business License application (C20-02269) was issued for a convenience hall gaming tax at 6955 North Durango, Suite #1114. The license is still active.
10/17/05	A Business License application (C22-98228) was issued for check cashing at 6955 North Durango, Suite #1114. The license was marked out of business on 02/22/08.
10/17/05	A Business License application (G01-02270) was issued for restricted gaming at 6955 North Durango, Suite #1114. The license is still active.
10/17/05	A Business License application (L10-00263) was issued for beer/wine/cooler off-sale at 6955 North Durango, Suite #1114. The license is still active.

Pre-Application Meeting	
03/11/10	A pre-application meeting was held and the submittal requirements of a Special Use Permit application were discussed. There are no Waivers required for this application as no protected uses are located within 400 feet of the subject site.

Neighborhood Meeting	
09/15/10	A voluntary neighborhood meeting was held from 6:30 pm to 7:15 pm at the Centennial Hills Community Center (YMCA), located at 6601 North Buffalo Drive. In attendance were 44 members of the general public, three representatives for the applicant and three staff persons (the City Council Liaison, a Planning Commission Member and Planning and Development) The questions/concerns raised included: • The age of clerks. • Loitering; what if there is a problem? • That their property values would decrease. The applicant responded that the products will be behind the counter, and there would be security on site from 6:00 am to 2:00 am in two shifts on weekdays and 24 hours per day on the weekends. The majority of attendees were in favor.

Field Check	
04/22/10	A site inspection was conducted by staff. The subject property was noted as a well maintained commercial building.

Details of Application Request	
Site Area	
Net Acres	0.05

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Mixed Use	UC-TC (Urban Center Mixed Use)	T-C (Town Center)
North	Single-Family Residential and Commercial	M-TC (Medium Density Residential) UC-TC (Urban Center Mixed Use)	T-C (Town Center)
South	Undeveloped	UC-TC (Urban Center Mixed Use) and GC-TC (General Commercial)	T-C (Town Center)
East	Hospital	UC-TC (Urban Center Mixed Use)	T-C (Town Center)
West	Single-Family Residential Development	ML-TC (Medium Low Density Residential)	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

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	
Multi-Family Residential	One Bedroom Units (104)	1.25/Unit	130				
	Two Bedroom Units (138)	1.75/Unit	242				
	Three Bedroom Units (32)	2/Unit	64				
	Plus 1 Space / 6 Units for Guests		46				
Retail	16,000 SF	1/250	64				
TOTAL SPACES REQUIRED			546		599		Y*
TOTAL (With Handicapped)			543	3	593	6	Y*

**Parking per approved Site Development Plan Review [Z-0099-01(1)].*

ANALYSIS

The applicant is proposing to add a Package Liquor Off-Sale use to be operated in conjunction with an existing retail establishment. 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 increase the parking requirement for the subject site. This request meets all minimum Special Use Permit Requirements and can be conducted in a manner that is compatible and harmonious with the surrounding uses; therefore, staff is recommending approval of this application.

FINDINGS (SUP-38909)

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 Package Liquor Off-Sale Establishment will be operated in conjunction with an existing retail establishment, which is adjacent to similar uses. The addition of a Package Liquor Off-Sale Establishment use within this area is compatible with the existing and future land uses as specified by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is currently operated as a Convenience Store, and is physically suitable to accommodate the proposed use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Durango Drive, a 120-foot Parkway Arterial as designated in the Town Center Development Standards Manual. This street is of sufficient size to accommodate the needs of the proposed 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.**

   The proposed Special Use Permit request will not be inconsistent with or compromise the public health, safety, and welfare or overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Package Liquor Off-Sale use meets all of the applicable conditions per Title 19.04.

PLANNING COMMISSION ACTION
The Planning Commission added condition #1 for a required review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 1,207 (By City Clerk)

APPROVALS 821

PROTESTS 4

SG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38909** APN: 125-20-215-270 | 125-20-215-269

Name of Property Owner: LISA STRAW | MNLK, LLC

Name of Applicant: DURANGO MARKET

Name of Representative: TAYLOR CONSULTING GROUP, LLC

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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JUL 16 2010

Signature of Property Owner: Lisa Straw

Print Name: LISA STRAW

Subscribed and sworn before me

This 7th day of July, 2010

Marguerite B. Lehr

Notary Public in and for said County and State

MARGUERITE BROGAN LEHR

MARGUERITE BROGAN LEHR
Commission # 1852399
Notary Public - California
Orange County
My Comm. Expires Jun 5, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) 6955 North Durango Drive, LV, NV units 1113, 1114

Project Name Durango Market **Proposed Use** _____

Assessor's Parcel #(s) 125-20-215-270 125-20-215-269 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Lisa Straw, MNLK, LLC **Contact** Lisa Straw

Address 28081 Las Brisas Del Mar **Phone:** 949-697-0866 **Fax:** _____

City San Juan Capistrano **State** CA **Zip** 92675

E-mail Address lisad@cox.net

APPLICANT TOMA HERFI / DURANGO MKT **Contact** NATHANIEL TAYLOR

Address 6955 N. DURANGO DR. **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89149

E-mail Address _____

REPRESENTATIVE TAYLOR CONSULTING GRP **Contact** NATHAN TAYLOR

Address P.O. BOX 750521 **Phone:** 702.280.6175 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89136

E-mail Address info@thetaylorconsultinggroup.com

Property Owner Signature* Lisa Straw

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LISA STRAW

Subscribed and sworn before me

This 7th day of July, 20 10

Marguerite B. Lehr

MARGUERITE BROGAN LEHR

Notary Public in and for said County and State

MARGUERITE BROGAN LEHR
Commission # 1852399
Notary Public - California
Orange County
My Comm. Expires Jun 5, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-38909
Meeting Date:	08260
Total Fee:	WAIVED
Date Accepted:	071610
Accepted By:	

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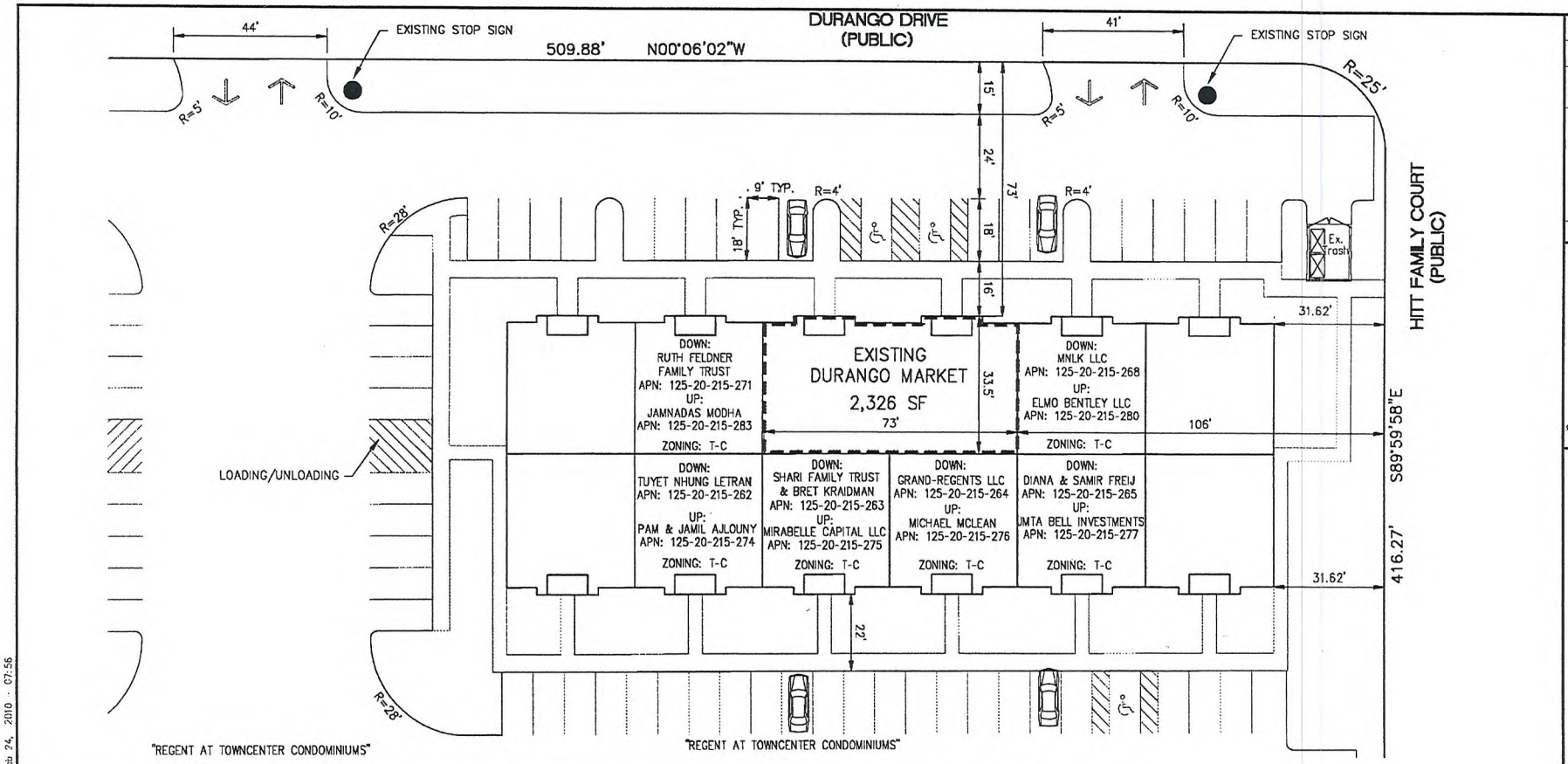
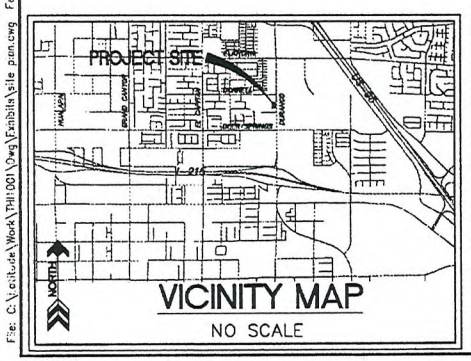
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.





VICINITY MAP
NO SCALE

LEGEND

- BACK OF CURB
- EGDE OF PAVEMENT
- PROJECT BOUNDARY
- INGRESS/EGRESS ARROWS
- FREESTANDING SIGN
- HANDICAP PARKING STALL

SITE DATA

ASSESSOR PARCEL NUMBERS	=	125-20-215-269
	=	125-20-215-270
EXISTING ZONING	=	T-C
TOTAL BUILDING AREA	=	2,326 SF

NORTH

0 30 60
FEET

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JUL 16 2010

NO.	DESCRIPTION	DATE	BY	APP.

LATITUDE CONSULTING, LLC
CIVIL ENGINEERING AND PLANNING
2677 AFRICAN VIOLET AVENUE, HENDERSON, NV 89074
PHONE: (702) 812-8891 FAX: (866) 266-5582

TOMA HERFI, INC.

DURANGO MARKET
SITE PLAN-B+W

DATE: 2/24/10
DRAFTER: DCL
DESIGNER: DCL
CHECKED: DCL
PROJECT NO. THI1001.000

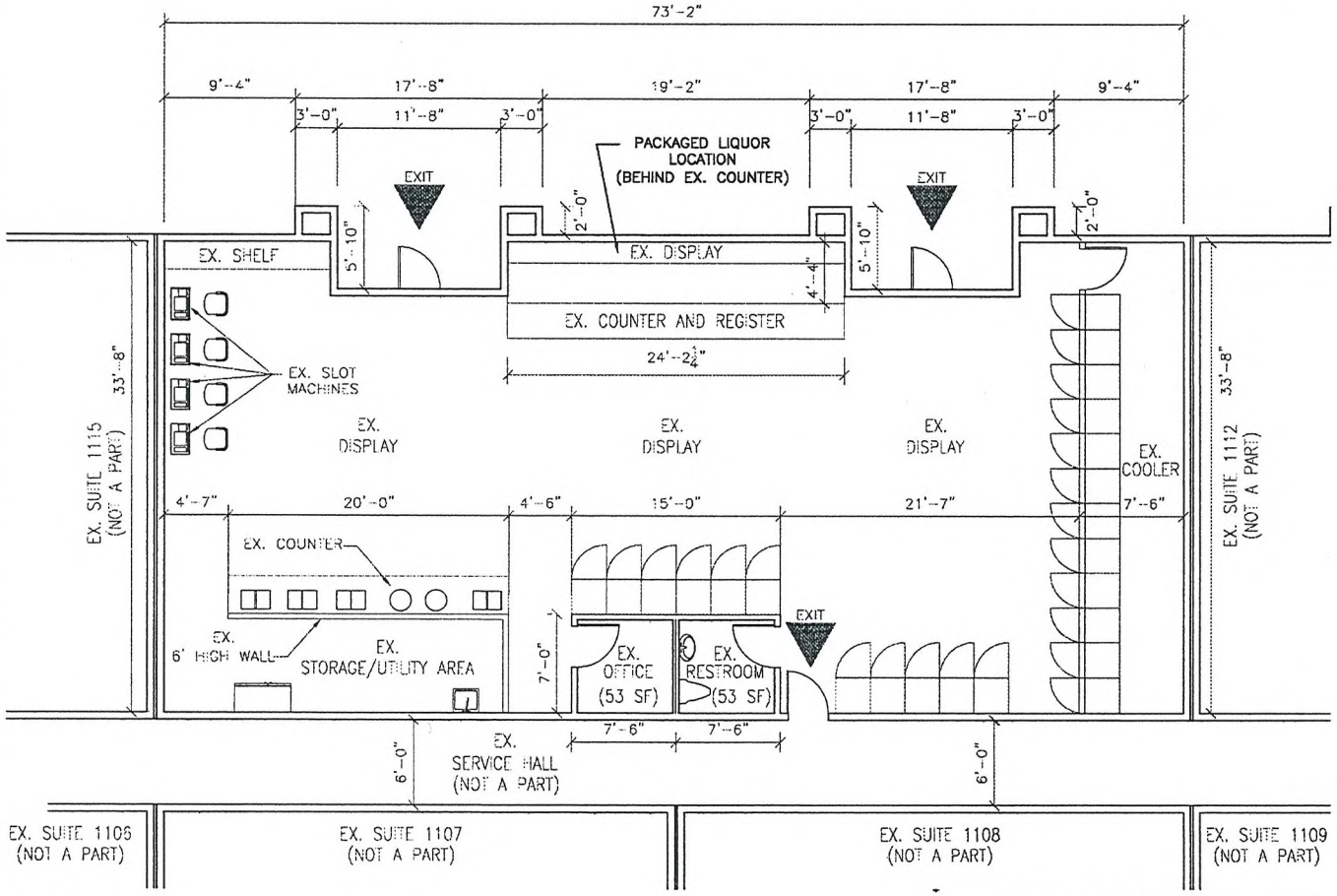
SP-BW
SHEET 1 OF 4

File: C:\Latitude\Work\THI1001\Dwg\Exhibits\site plan.dwg Feb 24, 2010 - 07:56

SUP-38909

OCCUPANCY LOAD

PREVIOUSLY APPROVED TOTAL BUILDING AREA:	=	2,326
PROPOSED TOTAL BUILDING AREA (UNCHANGED):	=	2,326
OCCUPANY LOAD FACTOR (SF PER OCCUPANT):	=	30
MAXIMUM OCCUPANY LOAD:	=	77



FLOOR PLAN

SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	DATE	BY	APP.

LATITUDE CONSULTING, LLC
CIVIL ENGINEERING AND PLANNING
2877 AFRICAN VIOLET AVENUE, HENDERSON, NV 89074
PHONE: (702) 612-8891 FAX: (866) 286-5582

TOMA HERFI, INC.

DURANGO MARKET
FLOOR PLAN-B+W

DATE: 2/24/10
DRAFTER: DCL
DESIGNER: DCL
CHECKED: DCL
PROJECT NO. TH11001.000

FP-BW
SHEET 3 OF 4

File: C:\Latitude\Work\TH1100\Dwg\Exhibits\Floor Plan.dwg Feb 24, 2010 - 07:58

SUP-38909

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SUP-38909 - APPLICANT: DURANGO MARKET - OWNER: MNLK, LLC
6955 NORTH DURANGO DRIVE, SUITE #1114

04/22/10

July 16, 2010

City of Las Vegas Planning & Development
400 Stewart Ave.
Las Vegas, NV 89101

To Whom It May Concern:

We are respectfully submitting this application for a Special Use Permit/Variance of distance restrictions with the department of Planning & Development. This permit is for Toma Herfi, Inc. dba Durango Market, located at 6955 N. Durango Drive, Suite 114, Las Vegas, NV 89149.

Our SUP/Variance is for a conversion of the existing liquor license use. We seek to have Durango Market's Liquor License changed from a Beer/Wine License to a Package Liquor License. Originally, this was the preferred use by my client, however when the original application was submitted they did not move forward on the Package Liquor use.

Currently, Durango Market has 2 employees, and operates during the hours of: 8:00am - 10:00pm.

This application meets all current City of Las Vegas codes and regulations. We respectfully ask for your approval of this SUP/Variance for the sole purpose of operating a convenience store with Package Liquor.

Respectfully,

RECEIVED
JUL 16 2010

Nathaniel Taylor

Eddie Marogi

TAYLOR CONSULTING GROUP LLC, P.O. BOX 750521, LAS VEGAS, NEVADA 89136
(702) 280.6175
www.thetaylorconsultinggroup.com

SUP-38909

PAGE 01/01
NLV
7024860237
10/12/2010 15:04
10/12/2010 TUE 15:18 [TX/RX NO 8401] 001

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2010 OCT 12 P 4:16

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400 Stewart Avenue
Las Vegas, Nevada 89101

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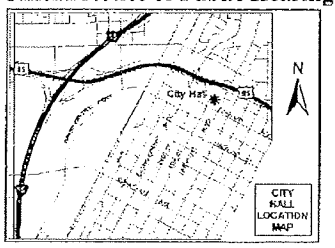

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

City Council Meeting of 10/20/2010

MARTINEZ JORGE I & ELISA
9030 MOSSY HOLLOW AVE
LAS VEGAS NV 89149-2963

APN#12520113020

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2010 OCT 11 A 10:12

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Office Of The City Clerk
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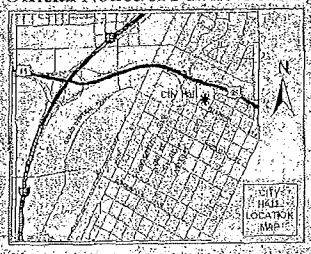

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

City Council Meeting of 10/20/2010

VALENCIA FAMILY LIVING TRUST
VALENCIA MARTIN E & BARBARA TRS
9113 LIMBERLAND AVE
LAS VEGAS NV 89149-3028

APN# 12520213032

10/11/2010 MON 08:17 [TX/RX NO 8382] 001

10/11/2010/MON 09:39 AM CANYON RIDGE

p.1
702 655 7552
rick matto
Oct 11 10 10:00a
10/11/2010 MON 08:57 [TX/RX NO 8287] 0001

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2010 OCT 11 A 10:14

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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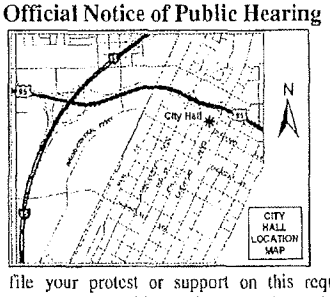

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909
City Council Meeting of 10/20/2010

MATTO RICHARD A
9125 GOOSE LAKE WY #103
LAS VEGAS NV 89149-3185

APN#12520112144

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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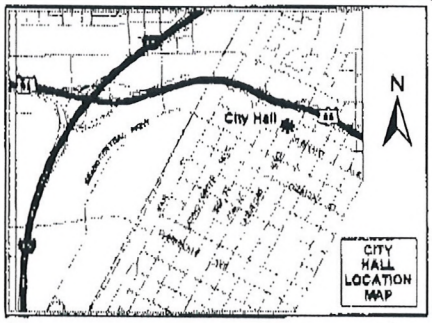

2010 OCT 11 A 7:19
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909
City Council Meeting of 10/20/2010

MORANTES FAMILY TRUST
MORANTES E ORLANDO & K E TRS
8656 CACTUS CREEK DR
LAS VEGAS NV 89129-2205

APN#12520310025

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2010 OCT 11 P 1:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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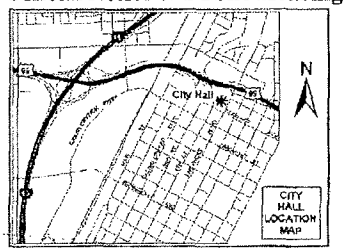

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

City Council Meeting of 10/20/2010

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BOND KYLE P & STEPHANIE E
9125 FORREST WILLOW AVE #103
LAS VEGAS NV 89149-3174

APN#12520112228

10/11/2010 MON 12:01 [TX/RX NO 8390] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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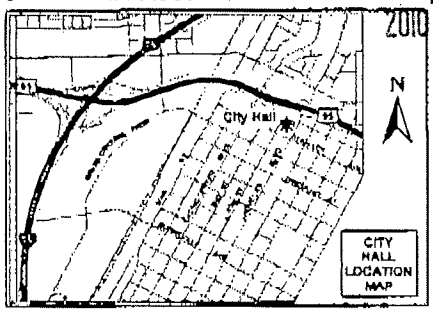
2010 OCT 12 A 10:08



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909
City Council Meeting of 10/20/2010

DAIGNEAU LESA & MICHAEL
8984 HIGH HORIZON AVE
LAS VEGAS NV 89149-3032

APN#12520110009

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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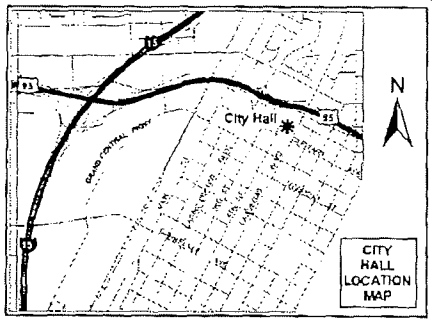
Return Service Requested
Official Notice of Public Hearing



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.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909
City Council Meeting of 10/20/2010

AMOROSE SCOT S & RUTH S
6732 BOSTON TEA ST
LAS VEGAS NV 89149-3237

APN#12520310048

AUG/16/2010/MON 10:21 AM CANYON RIDGE FAX No. 702 658 9622 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[4]
0004279218 AUG13 2010
MAILED FROM ZIP CODE 89101

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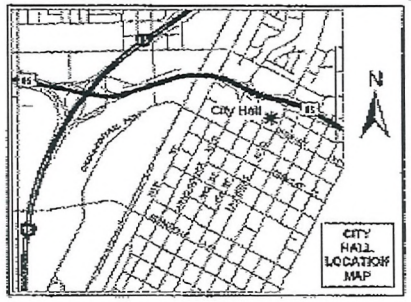
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments:

SUP-38909

Planning Commission Meeting of 8/26/2010

Case: SUP-38909

12520213032
VALENCIA FAMILY LIVING TRUST
9113 UMBERLAND AVE
LAS VEGAS NV 89149-3028

RECEIVED
AUG 16 2010

30p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279216 AUG 13 2010
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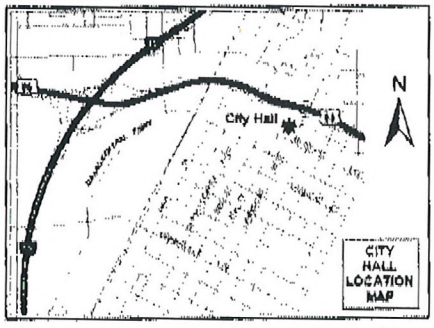

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

Case: SUP-38909

12520310025
MORANTES FAMILY TRUST
8656 CACTUS CREEK DR
LAS VEGAS NV 89129-2205

grocery store is across the street

30P

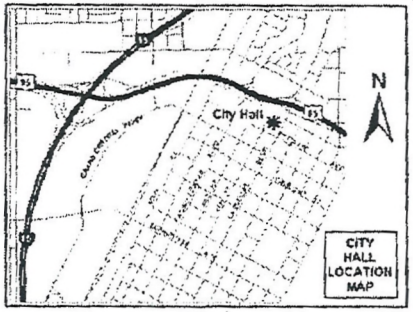
AUG-16-2010 05:11 PM MORANTES 702 655 0818 P.01

Aug 16 10 12:58p rick matto 702 655 7552 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

Case: SUP-38909
12520112144
MATTO RICHARD A
9125 GOOSE LAKE WY #103
LAS VEGAS NV 89149-3185

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AUG 16 2010

301

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
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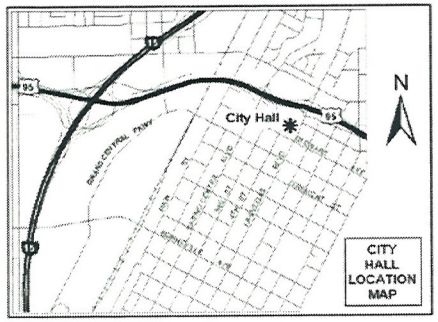

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

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Case: SUP-38909

12520112194
DEAN JEFFREY MICHAEL
9133 FISH TRAIL AVE #102
LAS VEGAS NV 89149-0000

30p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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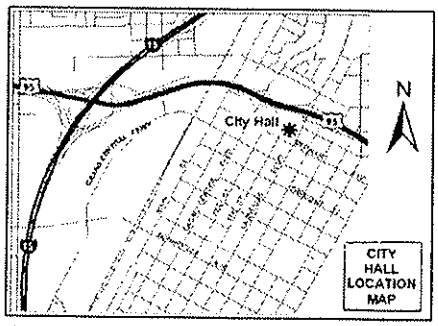
Official Notice of Public Hearing



THERE IS NO NEED FOR MORE LIQUOR STORES IN THIS AREA

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. 474-0352

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

Case: SUP-38909
12520112050
TYSON TRUST
4200 PARADISE RD #1090
LAS VEGAS NV 89169-6577

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AUG 23 2010

30P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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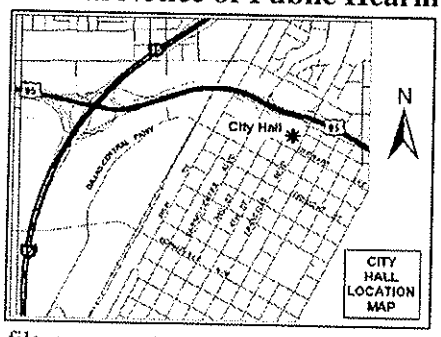
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

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AUG 18 2010

Case: SUP-38909

12520215207
OWINGS ERIC J & SONJA C
8591 MOUNTAIN PEAK CIR
LAS VEGAS NV 89147-5277

30P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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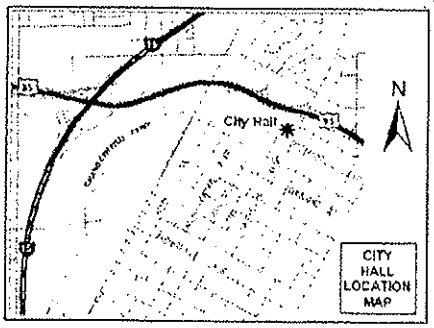

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

Case: SUP-38909
12520214016
RAMSAY AMBER K & CHRISTOPHER
9060 W LA MADRE WY
LAS VEGAS NV 89149-3535

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30P

AUG-19-2010 13:49 FROM:MOORE A/C & HEATING 7026854433 TO:3857268 P.1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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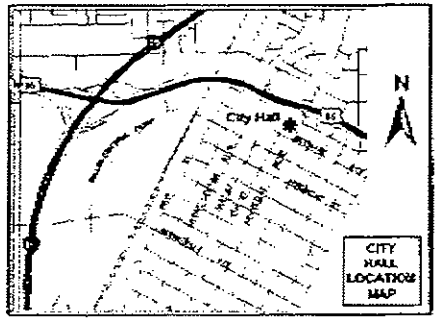

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909
Planning Commission Meeting of 8/26/2010

Case: SUP-38909
12520110009
DAIGNEAU LESA & MICHAEL
8984 HIGH HORIZON AVE
LAS VEGAS NV 89149-3032

FAX051 8949

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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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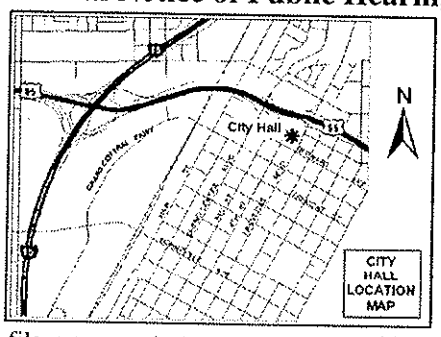

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

Case: SUP-38909

12520110032
GIBSON CHARLES MICHAEL & TRACY L
9012 OLD RIVER AVE
LAS VEGAS NV 89149-3033

30A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004279218
$ 00.41⁴
AUG13 2010
MAILED FROM ZIP CODE 89101

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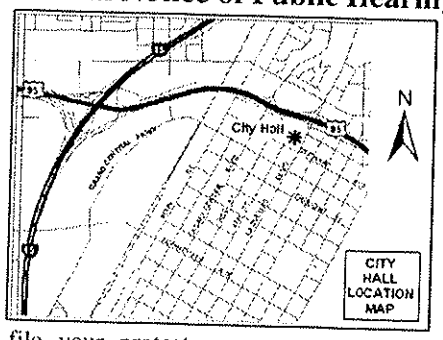
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

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AUG 23 2010

Case: SUP-38909

12520213045
CHEN WEI TING & FANG YU
3583 WIND CAVE CT
PLEASANTON CA 94588-5252

30A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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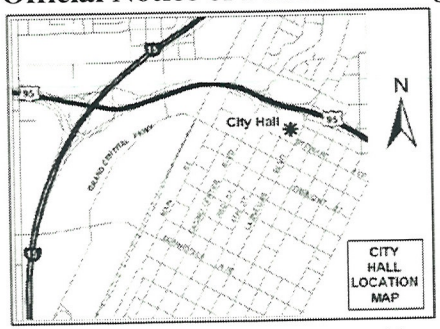

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909

Planning Commission Meeting of 8/26/2010

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AUG 18 2010

Case: SUP-38909

12520211018
HUMMEL BRAD M & ELIZABETH J
9020 BARNWELL AVE
LAS VEGAS NV 89149-3014

304

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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$ 00.41⁴
AUG13 2010
MAILED FROM ZIP CODE 89101

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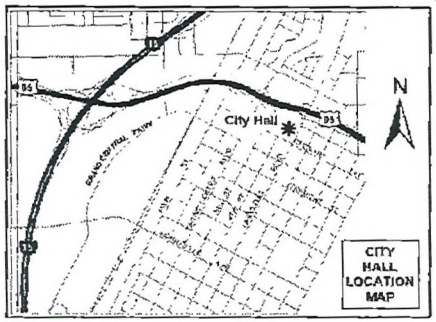

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38909
Planning Commission Meeting of 8/26/2010

Case: SUP-38909
12520113040
LEHMAN EDWARD W
9016 SPOTTED TAIL AVE
LAS VEGAS NV 89149-2994

GOIN POSTAL

08/16/2010 16:56 FAX 7029534725

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AUG 16 2010

304

Meet HOA meeting 10/23/09 4 P.M.

The petition is for the purpose of allowing Durango Market to sell hard alcoholic beverages.

This petition is to support Durango Market to obtain an amendment to its license to allow it to sell hard alcoholic beverages and to dispute the objections of the HOA Regent at Town Center.

We the undersigned do agree with Durango Market and support its decision to sell hard alcoholic beverages.

Print Name	Signature	Address
DAVID BUSH		6916 Winter Ridge Las Vegas 89149
		1125 Monte
Corey LaFlora		7900 Smokey Ridge Ct. L.V. 89131
Dean Kinchen		8921 Ethan Patrick L.V. NV. 89149
Ramona Thomas	Ramona Thomas	8921 Ethan Patrick L.V. NV 89149
Tim Swanson		9303 Gilcrease L.V. NV 89149
Chris Voss		9522 Grandview Spring Ave N, NV 89166

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MAR 22 2010

Submitted at Planning Commission

Date 8-26-10 Item 30 BY NATHAN TAYLOR

6A

Print Name	Signature	Address
Josh James	[illegible]	8524 Copperidge Ave
James R. Smith	[illegible]	2498 Pueblo Canyon Ave.
Mark Allen	[illegible]	8049 Eurovail St
Jen Yanik	Jen M Yanik	6955 N Durango #3082
Erin Turner	Erin Turner	8941 Carter Montgomery Ave. LV, NV 89149
Verleda Burge	Verleda Burge	9745 Grand Teton Dr Las Vegas, NV 89146
Veronica Bor	[illegible]	92341 Gran Montgomery Vegas NV 89148
Jay Lewis	Jay Lewis	16411 Bayshore lane HB, CA 92649.
Steve	[illegible]	6955 N Durango [illegible]
Janie	[illegible]	[illegible] Mountain 32541
Rick	[illegible]	89148 5554 Jacobs Fields L. LV
Amy Tolman	Amy Tolman	6680 Farm Road 89131
Roshon Williams	Roshon Williams	10151 Dorrell Lane #2166 Las Vegas NV 89166

13A

Print Name	Signature	Address
Richard Dunaway	Richard Dunaway	6955 N. Durango Bldg 2 Apt 1010
Missy Warrick	Missy Warrick	8961 Blanche Ct 89149
Roger Hernandez	[illegible]	#2074 6955 N. Durango Dr 89149
Amanda Nance	Amanda Nance	8905 Tumblewood Av 89143
Luke Enackson	[illegible]	9745 Grand Teton Dr Las Vegas NV. 89149
Justin Monroe	[illegible]	9120 Entrancing Ave. LV. NV. 89149
Ken Turner	[illegible]	6955 N. Durango Bldg 3 Apt 3084 LV, NV 89149
Omar Tejeda	[illegible]	9163 W. Denver Sky Av Las Vegas NV 89142
James Hahn	[illegible]	6841 Mosh. St LV. 89166
Tony Moore	[illegible]	9145 Echelon point Dr 1122
Eric Forsstrom	Eric [illegible]	9232 Jadecrest Dr. LV. NV. 89134
Joe Campise	Joe Campise	9028 Patrick Henry Las Vegas
Mike Green	[illegible]	3231 Tecata Dr Las Vegas

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MAR 22 2010

13A

Print Name	Signature	Address
Amanda Rogers	Amanda Rogers	6955 N. Durango #1002
Michelle Addona	Michelle Addona	6955 N Durango Las Vegas, NV 89149
Thomas Mazintas	[illegible]	8941 David Allen Ct LV, NV 89149
George Lopez	[illegible]	6955 N. Durango L. Offices
Victor Garcia	[illegible]	2751 E Bonanza RD 89101
Christy Tarraf	[illegible]	8948 Snowtrack Ave 89149
Dustin Billinski	Dustin Billinski	9425 Shadowgate Cr. 89148
Rachel Stricklan	Rachel Stricklan	6955 N. Durango #2097
Bill Eskew	William Eskew	5825 Egan Crest Dr. Las Vegas, NV. 89149
Shawn Hutchings	S. Hutchings	9000 Old River L.V. NV 89149
Abou Bacar Toure	[illegible]	6701 Bluebell Garden St LV, NV 89149
Madreia Crawford	Madreia Crawford	6744 Biltmore Gardens LV NV 89149
Alicia Campbell	[illegible]	9024 Barnwell Las Vegas, NV

13A

Print Name	Signature	Address
Jace Rose	[illegible]	8917 Wolf Dancer Ave.
Felicia Reed	[illegible]	9009 Barnwell Ave LV NV 89149
Mr Keith Hamlin	[illegible]	9444 Kingsley Ct
Jason Brown	[illegible]	9529 Grand Grove
Heather Swanson	[illegible]	9579 Grand Grove
Steven Z	[illegible]	6955 N. Durango
B. Whitehead		
[illegible]	Alpha Williams	
Sheila Joy Burford	[illegible]	9153 Cumberland Ave. 89149
Chris Powlesland	[illegible]	9745 Grand Teton
Kelly Ford	[illegible]	7628 Tender Tassle St Lasvegas 89149
Ed DeMeo	Eddie DeMeo	8112 Cimarron Ridge LV NV 89128
GERAD BUMBERA	Gerad Bumbera	1213 Silver Prospect L.V. N.V. 89128

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MAR 22 2010

11A

Print Name	Signature	Address
Rozario Love	[illegible]	6500 W. Charleston
Paul Matijevich	[illegible]	6490 Albina Creek St.
Mari Stutz	[illegible]	9561 Patrick Henry
Valeria Toledo	[illegible]	7644 Broad Hill 89149 St
[illegible]	[illegible]	89149 9157 Accomplishment
Jacklyn Boyd	[illegible]	7136 Cabin 89149 Fever St Las Vegas
Sylvester Sigle	[illegible]	8063 Sierra Vista DR 6 Las Vegas NV 89169
Luke Stewart	[illegible]	Regent Apt. 1094 N. Durango Dr. Las Vegas, NV 89149
Danny Ramirez	[illegible]	828 North Buffalo Dr.
Brandon Meyer	[illegible]	1723 Candice St 89149
Gally Weaver	[illegible]	9145 Echelon Point Dr. LVNV
Shawn Offenbacher	[illegible]	9161 Sconce Ct
Grey Hill	Grey Hill	9025 Old River Ave Las Vegas, NV 89149

13A

Print Name	Signature	Address
Joe Perez		5765 W. Durango Dr
Marco Corona		7105 Regal Valley L.V. NV 89149
Brandon Osborne		7852 Garden Rock St Las Vegas, NV 89149
Gretchen Ford-Wilkes		6955 N Durango Las Vegas NV 89149
JAM Fraser		7016 Bijonist Las Vegas NV 89149
Jay Montes		9337 Dorch Lane. L.V. Nevada. 89149
Joey T. Cotton		9315 Avon Park Ave
Lovelle Beckem		LV NV 89122 5621 Melissa Dr.
Marissa Demster		9301 Grand Gate street
Joe Moncabante		9332 Garden Springs 89149
Lee Posey		692 - N 12th St
Marco Dunete		8953 Aurora Bay Court
Randall Murillo		7812 Silver Mallard Las Vegas, NV, 89131.

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MAR 22 2010

13A

Print Name	Signature	Address
Paul Archuit	[signature]	6935 China Ridge Ct
John Shaughnessy	[signature]	6955 N Durango
Rob Gough	[signature]	9157 fishtail
Jacquelinne Gutierrez	[signature]	9157 fish tail.
Phillip Weaver	[signature]	3790 S. Torrey Pines
CHRISTINA CALHOUN	[signature]	6718 KOSTNER ST
ALEX ORLANDO	[signature]	9076 BUSHY TAIL AVE UNIT 103 LV, NV 89149
Mike Beckstoff	[signature]	
JEFF McDONALD	[signature]	9851 Twilight Walk LV NV 89144
JACOB DAVIS	[signature]	7715 GATSBY HOUSE ST. LV. 89166
Dean Smith	DEON SMITH	968 [illegible] W LVV
CRAIG MATTHEWS	[signature]	6833 - RELIC LAV, NV
Tyler Schroder	[signature]	7208 Bon Bay Reef Ct Lasvegas NV. 89104

12A

Print Name	Signature	Address
Cody Wombold	[signature]	7208 Bombay reef court Las Vegas NV 89109
Cody Leoni	[signature]	6901 Gothic 89149 Marigold
Russel Kahre	[signature]	8250 Grand Canyon Dr
Jon Williamson	[signature]	6643 McDoggle Ave LV NV 89166
Michelle Helton	[signature]	6955 N. Durango Apt 2067
Marcus Carter	[signature]	same
Rachel Hayes	[signature]	Same
Jim Scott	[signature]	7813 MARBLE DOE ST. LAS VEGAS, NV, 89149
Mike Moore	[signature]	6867 Momentus ST Las Vegas N.V. 89149
Stephanie Wallace	[signature]	8573 Melocactus Las Vegas N.V. ~~981~~ 89149
Venus Powers	[signature]	17420 Oldamere Cleve ON 44128
Janis Persha	[signature]	8313 Valley Stream LV NV 89131
Billy Barker	[signature]	7041 Knob Creek St.

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Print Name	Signature	Address
Joshua Sandoval	[illegible]	8540 Amarillo Hill Ave
Leonel Garcia	Leonel Garcia	8540 Amarillo Ave
Chris Jones	[illegible]	6904 Golden Marigold Dr.
DAVID JONES	[illegible]	6904 GOTHIC MARIGOLD ST.
Jess Stewart	[illegible]	9432 White Ridge
DeVonta Jackson	[illegible]	8920 Attic Grace ave
Roxanne Minnick	[illegible]	9121 Umberland 89149
Carol Kindler	[illegible]	9121 Umberlan 89149
SERGIO GARCIA	Sergio Garcia	9545 CABOT FALLS AVE LAS VEGAS NV 89149
Richard Webb	Richard Webb	6955 N Durango dr. North Las Vegas NV 89149
Javier Gallegos	[illegible]	6955 N Durango LV NV. 89149 Apr 30 94
Jeremy Kasnick	[illegible]	9303 Gilcrease Ave #1159 Las Vegas, NV. 89149
Joaquin H	Joaquin Hamon	6955 North Drugro Drive. 1050 89149

12A

Print Name	Signature	Address
Norm Stalzer	[signature]	10425 NU-WAV KAIV L.V. NV. 89124
Oscar Winthrop	[signature]	6839 Rohling BOULDER 89149
Phaedra Mixon	[signature]	9145 Echelon Pt Dr. #1017 LV NV 89149
Alfreda Evans	Alfreda Evans	6717 Bluebell Garden LV NV 89149
Tami Mowrey	[signature]	7820 Slendermint ct 89149
Brandee Renning	[signature]	7641 Morning Water St. LV, NV 89149
Misty Collett	Misty Collett	7630 Racel St. LV, NV. 89131
Dion Saddlen	Dion Saddlen	9148 Patrick Henry Ave 89149
India Kimberling	[signature]	9204 Wild Peach ct 89149
Robert Gitlitz	[signature]	9745 Grand Teton #3 of 2 LV NV 89166
Aaron Ribas	[signature]	9312 Thunderfalls ct LV NV 89149
Lanita Antonio	Lanita Antonio	6995 N. Durango dr. #2113 Las Vegas 89149
Terry Hamblet	[signature]	P.O. Box 34777 LV NV 89133

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Print Name	Signature	Address
Francisco Mendoza		9473 Milkweed Lane 89166
Betty Saguanpory		9433 Grandview
JOHN COLLINS		9712 SIGNA VALLEY AVE 89149
Jen Wallace		9457 Solitude Canyon Las Vegas, NV 89149
Patrick Lee		10635 Troy Mountain Ave Las Vegas, NV 89166
John Gallagher		1708 Cabin Fever St LV NV 89149
Emogene Bradford	Emogene Bradford	1307 Stonehedge Ct. Ontario, CA 91762
John Duncan		6879 Moments LV NV 89149
Quint Zuhlke		3874 E. Delling Ct LV, NV 89104
Judith Crenshaw		7222 Regent Pond Las Vegas NV. 89166
DAN HACKETT		7625 Garden St LV, NV 89149
Chris Lawrence		7216 Robins Roost St, Las Vegas NV. 89131
Ceil Nugent		9473 Havasu Canyon LV. NV. 89166

13A

Print Name	Signature	Address
Ryan Wilson		9323 Horseshoe Bend Ave Las Vegas, NV 89149
Ray Cooper		5724 N Durango Las Vegas LV NV 89149
MARK RINK		8290 W. SAHARA AVE LAS VEGAS NV 89149
WALTER Witter		7852 Garden Lock 89149
Michele Ridout	Michele Ridout	Durango 3097 89149
Irene Tobiason		6955 N Durango #1112 LV, NV 89149
Mark Sadman		8625 Grand Pine 89143
Tamara Fleming		8112 Cimarron Ridge DR LV NV 89128
David Schandt		6955 N Durango St LV NV 89149
Bobbi Tsatse		6955 N. Durango LV NV 89149
Cindy Casere	Cindy Casere	6955 N. Durango LV NV 89149
~~Kathi Russo~~	Kathi Russo	6955 N Durango LV NV 89149
Glenda Legakes		6955 Durango #1002 LV. NV. 89149

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Print Name	Signature	Address
DONITA PALMER	Donita Palmer	6955 DURANGO The Regent
Edward Lehman	[illegible]	9016 Spotted Trail Ave. 89149
Kelli Soles	Kelli Soles	9020 Donnella 89149
Vicktor Mitchell	Vicktor Mitchell	6955 Durango The Regent
Delnicco Wright	Delno Wright	3550 Paradise 89115
Brittney Mays	Brittney	3550 Paradise 89115
Brandy Massey	[illegible]	6955 N Durango The Regent
Robert Hayes	[illegible]	8005 [illegible] LV NV 89131
Marc Williams	[illegible]	Donoble lane L.N N.V 89131
Erica Jackson	Erica Jackson	89149 8556 Pinellia
Katherine Kinney	Katherine Kinney	6955 N Durango #2111
Milton Ham	Milton Ham	19125 S. Stirling Hill RD
Courtney LeFear	Courtney LeFear	6955 N. Durango LV, NV 89149

13A

Print Name	Signature	Address
FRED R PALILEO	[signature]	6454 ALBINA CREEK ST LV, NV 89149
Michael Wheeler	[signature]	6901 GOTHIC MARIGOLDS LAS VEGAS, NV.
GINA RUAN	[signature]	9132 ALPINE GROVE AVE LAS VEGAS, NV. 89149
Jason Simpson	[signature]	8945 Brian Christopher Ave Las Vegas NV 89149
Danny Malan	[signature]	8955 N. Durango #1075 LV, NV 89149 - 6955
Crystal Wiley	[signature]	9315 Avon Park LV NV 89149
Dorcas Gray	[signature]	9321 Palomino Ranch LV NV 89030
Cheryl Williams	[signature]	4420 S. Owens LV NV 89149
RYAN TAYLOR	[signature]	7144 ANTIQUE OLIVE ST 89149
Cara Williams	[signature]	8204 STREAMER CIRC 89145
Coleman Harris	[signature]	2116 Bachelor Court 89128
D. Payne	[signature]	#3085 89149 6955 N DURANGO
Juan	[signature]	1105 Tomasian ct 89002

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Print Name	Signature	Address
Tammi McCabe	Tammi McCabe	6809 Sweet Pecan St LV NV 89149
Ryan Harney	[illegible]	6955 N Durango. Lv NV 89149
Armando Flores	[illegible]	6955 N. Durango
Tasha Washington	Tasha Washington	8153 Starling View Ct L.V. NV 89166
Benny K. Mahan	Benny Mahan	9232 longhornfall Ct. LV, NV 89149
Colby Smith	[illegible]	8919 mossy Hollow LV NV 89149
MANGEL	[illegible]	9241 LONGHORN FALLS LAS VEGAS 89149
Rick Corbus	[illegible]	6905 N Campbell Rd LL NV 89149
BOBBI CORBUS	Bobbi Corbus	6905 N. Campbell Rd. Las Vegas NV 89149
JASON BOWER	Jason Bower	6955 N. Durango #2091 Las Vegas, NV 89149
[illegible]	[illegible]	6809 Sweet Pecan
Jazlyn Gaspard	[illegible]	2951 Siena Heights Henderson, NV 89052
Brandy Davis	[illegible]	9100 Bushy Tail Ave LV NV 89149

12A

Print Name	Signature	Address
Tor Hanson	[signature]	6929 Chinn Ridge Ct Las Vegas, NV 89149
Clemente Polk	Clemente Polk	6929 Riget Apts. Las Vegas, NV. 81149
Aisha Mitchell	[signature]	9113 Craven Avenue Las Vegas, NV 89149
Darren Mitchell	[signature]	9113 Craven Avenue Las Vegas, NV 89149
Jason J Dow	[signature]	9144 Craven Ave. LV NV. 89149
Travas Henderson	Travas Henderson	9413 Sandy Reef Ave LV NV 89147
Keith Oyama	[signature]	10639 Foggy Glen Ave. LV NV 89135
Andrea Mianna	[signature]	6955 Regent 20401.
Derek Shaves	[signature]	6955 N. Durango Dr.
Judd Melton	[signature]	7416 Fencerow St Las Vegas NV 89131
Houston Bradford	Houston Bradford	1307 W. Stanton Ave Ontario, CA 91762
David Cassadi	[signature]	6875 Montoya St. Las Vegas NV 89149
Vinny Barni	[signature]	7409 Royal Crystal St Las Vegas NV 89149

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Print Name	Signature	Address
Kelli Gomez	Kelli Gomez	9056 Patrick Henry Ave LV NV
Rudy Zepeda	Rudy Zepeda	11812 agave ocean Ave LV NV. 89166
Dante Riley		3572. Tobel Springs
Trey Stanley		702K Knox Circle #103
~~Josh Hyde~~	Josh Hylton	9016 Patrick Henry ave.
~~Melissa Davis~~	Melissa Davis	9016 Patrick Henry ave.
Silvia Tirado	S. Tirado	6955 N Durango Dr 1075
Johnny Sawyer		6643 Weeping Pine 89149
William Morgan		8250 N. GRAND CANYON DR UNIT 1051 LV, NV 89166
RYAN MASSEY		6955 N. Durango Dr Las vegas NV 89149
Hadiza Gines		6824 Relic St. LV, NV 89149.
Charon Williams		6955 N. Durango
Harold Sheppard		11 pame -

11A

Print Name	Signature	Address
EBONY POLLK	Ebony Pollk	6955 N. DURANGO LV NV 89149
NATHANIEL Hill	Nathaniel Hill	7873 Ellendale St. Las Vegas, NV 89149
Karen Ryan	Karen Ryan	6955 N. Durango 1115-212 Las Vegas, NV 89149
GREG FIDANCE	[illegible]	8912 Discovery Reef
Burk Boschetto	[illegible]	6855 DESERT ISLAND Las Vegas 89149
Tahirah Williams	[illegible]	6709 Kostnee St LV NV 89149
MARK Williams	Martelius Williams	6709 Kostner St LV NV 89149
Tami Ruckdaschel	[illegible]	9145 Echelon Point Rd. LV NV 89149
DWAINE Sanders	[illegible]	9303 Gilcrease AVE.
Steve Devany	[illegible]	7025 Knob Creek St #103. LV. 89149
[illegible]	Janet Leadhan	7313 Dusty Cloud LV NV 89149
Paula Gifford	[illegible]	6905 Trace Hollow St. Las Vegas 89149
Roy Brooks	Roy Brooks	9615 HALEY LAS VEGAS, NV 89149

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MAR 22 2010

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Print Name	Signature	Address
Allysm Vela Cruz	A.K. Vela Cruz	9145 Echelon Point 1008 LV NV 89149
JACKIE TAYLOR	Jackie Taylor	REGENT Apt 3202 6955 N. DURANGO DR
STEPHANIE BUTLER	[illegible]	7434 Riva Ridge LV NV, 89149
Rod Choffee	[illegible]	9303 Gilcrease Ave #1080 LV, NV 89149
Kendal Carden	Kendal Carden	9017 High Horizon LV NV 89149
Christy Mays	Christy Mays	9017 High Horizon LV NV 89149
Spencer Eaton	Spencer Eaton	8524 Myrsine Ct, Las Vegas, NV. 89149
AARON MACK	[illegible]	9551 HAVASU CANYON AVE LV, NV 89168
Sharon Breaux	[illegible]	6812 Sweet Pecon St LV NV 89149
Andre Williams	Andre Willi	6812 Sweet Pecon St LV NV 89149
Joel Garcia	[illegible]	6864 Pipil LV NV 89166
Chris Hagood	[illegible]	9335 White Waterfall Ave Las Vegas, NV 89149
ANDREW HEMINGWAY	A Hemingway	6816 MYSTIC PLAINCK LV, NV, 89149.

11A

Print Name	Signature	Address
Maxine Harran	Maxine Harran	6840 Armistead LV NV 89149
J. Evans	[illegible]	9145 Ekhelow Point Dr LV, NV 89149
Scott McDonald	[illegible]	4141 Hazeiridge Vegas NV 89129
Shameka Anderson	[illegible]	↓
T. Bixby	[illegible]	9116 Craven 89149
Heath Morzinski	Heath Morzinski	7633 Sonora View 89149
Peter Morrillo	[illegible]	7605 Seda CT Las Vegas NV 89149
Lorenzo Derasmo	[illegible]	9745 Grand Teton Dr. #3009, 89166, Las Vegas
[illegible]	[illegible]	8414 W Farm Rd Las Vegas 89131
Cecilia Hernández	Cecilia Hdez	6180 Donal Nelson LV 89131
Travis Arge	[illegible]	10151 W. Dolfel Lane 89166, LV
[illegible]	[illegible]	8249 Brilliant Pompon pl.
Melina Jadzek	[illegible]	10219 Headrick Dr. Las Vegas 89166

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MAR 22 2010

12A

Print Name	Signature	Address
Jon Delgado		9145 Dorrell Ln. Las Vegas NV. 89149
Dawn Belisle		9145 Dorrell LN Las Vegas NV 89149
Tamethius Beard		8916 Attic Grace Las Vegas 89149
Christine Karen		6667 Matisse Ave Las Vegas NV 89131
RAY DODGE		10732 KNICKERBOCKER AVE LV NV 89166
Jeff Groom		7175 No. Durango #250 L.V. NV. 89149
Mary Manda		10397 Kathleen Ave Las Vegas Nev
Dustin Burton		9303 Gilercrest LV, NV 89149
Bryan Mosser		7106 Brighton Village LV, NV 89166
Chris Benites		9425 Santana Siesta LV NV 89166
Krista Benites	Krista Benites	9425 Santan Siesta LV NV 89166
Ron Parrish		6955-N Durango 202
MATT MOODY		9325 Harbor Stream Las Vegas NV 89149

11A

Print Name	Signature	Address
Lorna Dunaway	[signature]	Regent Regent 6955 N Durango Yes
Richard Dunaway	[signature]	Las Vegas Nv 89149
~~Jeffery Brown~~	J. Brown	Regent 89143
Wendell Lucas	[signature]	7528 cliff Peaks Las Vegas NV 89149
Timothius Beard	[signature]	8916 ATTIC Grace Ave Las Vegas 89149
William Rossol	[signature]	6842 Relic st. LV. NV. 89149
Martin Ramos	[signature]	6955 N. Durango Regents #1107 Las Vegas, NV. 89149
Jennifer Lindsey	[signature]	6955 N. Durango Regents #1107 Las Vegas NV. 89149
Joseph De la Cruz	[signature]	6955 N. Durango #1107 Las Vegas, NV. 89149.
José Campos	José Campos	1401 N Lamb AT PT 175 las vegas nv 89110
Efrain S Rodriguez	Efrain S Rodriguez	2234 Crawford St. Apt. 5 Nor las vegas NV. 89030
Marcus Winn	[signature]	8401. W. Charleston Zip 89117
JOANNE, DAN FILIPPONE	Joanne Filippone	REGENT 6955 N. DURANGO DR. APT 2038

10A

Print Name	Signature	Address
JEREMY BRONSTON	Jeremy Bronston	9303 Gilcrease AVE LAS VEGAS 89149
PATTY SHOGREN	Patty Shogren	4820 Hrey Wolf #101 Las Vegas, NV 89149
Mike LaCasse Nick Foi	Mike LaCasse Nicholas Foi	9424 Clavon Ave LV NV 89149 6955 N Durango Dr #1071 LV NV 89149
ROBERT KINAW	Robert A. Kinlaw	9303 GILCREASE AVE UNIT 1215 L.V. NEV 89149
Vonsheila Reed	Von Shila Reed	6955 N Durango Las Vegas NV. 2059
MEGAN DIAMOND	Megan D	9745 Grand Teton Dr Las Vegas NV 89166
JUAN SOTO	[illegible]	1477 S. KENDALL AP#93 S.B. C.A 92324
HELEN ROJAS	[illegible]	3660 TEAK HOLLOW CT LAS VEGAS, NV 89147
Teresa MAYS	Teresa Mays	6955 N. Durango Dr. unit 1048 LAS Vegas, NV 89149
Hugo Morales	Hugo M Mays	7340 Misty Glow Court
Tammy Brown	[illegible]	9182 Dorrell LV NV 89129
Paul Reynolds	Paul Reynolds	6848 Tropicaire St
Ed Doyle	[illegible]	7216 Silver Valley St LV NV 89149

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Print Name	Signature	Address
Chris Graham	[illegible]	7412 Beguiling CT Las Vegas NV 89149
CSILLA PENTEK	Csilla Pentek	9745 GRAND TETON LV, NV 89166
SCOTT BOUTIN	[illegible]	7065 Knob Creek ST 161 Las Vegas NV, 89149
[illegible]	[illegible]	2837 Lovely Ring.
William E Dante JR	William E Dante Jr	9325 HAMPSTEAD Hills Las Vegas NV 89149
Willie Foreman	[illegible]	8359 Tamar Sage Ct Las Vegas 89149
Anthony Windom	[illegible]	9016 DORRELL LN Las Vegas NV 89149
Anthony Realmuto	[illegible]	6955 N Durango Las Vegas 89149 #1017 Regent Apt
Courtney DelValle	Courtney DelValle	6955 N Durango Las Vegas Nevada
Jacci Taylor	Jacci Taylor	6955 N Durango Dr Unit 3030 LV NV 89149
VIVIAN CATAO	Vivian Catao	2375 E Tropicana Ave 82-183 Las Vegas, NV 89119
Joel Bello	[illegible]	9057 Captivating AVE Las Vegas NV 89149
Karsha Fox	Karsha Fox	9128 Craven Ave Las Vegas NV 89149

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Print Name	Signature	Address
Cindy Nunn		9207 Farralon Ridge Ct. LV NV 89149
STACIA MEHL		7621 FABLED FILIGREE ST LAS VEGAS, NV 89149
Sheila Leech		9936 Shark Ridge Las Vegas NV 89149
Thomas Surman		9145 Echelon Pl. Dr. #2078 Las Vegas NV 89149
ROBERT & MACIE COREY		6955 N. DURANGO DR 3101 LAS VEGAS, NV 89149
Cory Marshall		9132 CRAVEN AVE 89149
Anthony Farmer		6958 N. Durango 3876 89149
Steven Grizzell		7837 Dry Dust ct. 89149
REYES, A		3724 CRESCENT CANYON ST.
Chason Hellum		9324 Mountain Rise Ave.
TIFFANY SAMUEL		7148 FOREST FROST LN CV, NV 89149 (702) 234-2292
Lisa ESTEP		8909 Thacking Springs LN NV 89149
Brett Davis		6905 Campbell LV NV 89149

13A

Print Name	Signature	Address
Joanna Stock	Joanna Stock	9136 Spirit Canyon Las Vegas NV 89149
Kevin Konie	Kevin N. Konie	7119 Noble Range St Las Vegas NV 89149
Paul Hiles	Paul Hiles	6955 Regent 89149
Kristine Mazintas	K. Mazintas	8941 David Allen Ct LV, NV 89149
Jin Hee Moss	Jr. Moss	1620 Palmae Way LV NV 89128
Crystal Alcantara	Crystal Alcantara	7400 Cedarguia Las Vegas, NV 89131
Brad Gomez	B. Gomez	9056 Patrick Henry Ave Las Vegas 89149
Donna Petty	[illegible]	848 N. Rainbow Blvd #106 Las Vegas, NV 89107
Daniel Downes	[illegible]	4952 Grey Mesa Las Vegas, NV 89149
Aaron McDial	[illegible]	9119 Willowdale 89149
Dave Frankl	[illegible]	7609 Duet Springs St LV NV 89149
Joni Urie	Joni Urie	9382 Olympia Falls LV, NV 89149
Mike Urie	Mike Urie	9382 Olympia Falls LV, NV, 89149

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Print Name	Signature	Address
CHRIS SCHAEFER	[signature]	7837 MONTOUR FALLS 89149
Alyson Williams	[signature]	10938 Florence Hills LV NV 89149
Christine Williams	[signature]	6955 N Durango Dr. Ste 1115-217 Las Vegas, NV 89149
James Lassiter	[signature]	9543 Sunshade CT 89147
Sheree Lassiter	[signature]	9543 Sunshade CT 89147
Michael Forage	[signature]	10324 High Bridge CT LAS VEGAS NV 89160
MARK Postley	[signature]	9854 Gold Cake Cv 89149
Brett Coffers	[signature]	7717 Granberg Ct. LV, NV 89131
John Flinn	[signature]	8980 High Horizon Las Vegas, NV 89149
[signature] Ton LaBranch	[signature]	9145 Echelon Point Pr. 1055 Las Vegas, NV 89149
Allen Herle	[signature]	7024 Caribou Ridge St #102 LV NV 89149
Renee Bernier	[signature]	7024 Caribou Ridge St #102 LV NV 89149
~~Allen Herle~~		
Nicole Horwitz	[signature]	7824 Territorial St LV NV 89149.

12A

Print Name	Signature	Address
Erik W Roberts	[signature]	6955 N Durango Drive LV NV 89149
Lydia Lundberg	[signature]	9473 Havasu Canyon LV, NV 89146
Anthony Rogers	[signature]	8939 Mossy Hollow LV NV 89149
Tanishe Brookter	Tanishe Brookter	9303 Gilcrease LV, NV 89149
Duncan Rolice	[signature]	3220 Villa Pisani LV NV 89031
Curtis Ficarrotta	[signature]	9317 Palmer House Ave. Las Vegas, NV 89149
Chris Higgins	[signature]	7652 FABLED FIRIGREE 89149
Brandon Dial	[signature]	6955 N Durango #2015 89149
Anthony Arsuan	[signature]	6955 N. Durango #1110 89149
Jeff Vandever	[signature]	8500 N. Grand Canyon R. Las Vegas NV. 89166
Noelani Westall	Noelani Westall	8912 Sheep Ranch Ct. Las Vegas, NV 89143
Leisa Glans	[signature]	8557 Alocasia Ct. LV, NV 89149
Gary Matthews	[signature]	3906 Tower Dr 89101

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Print Name	Signature	Address
Sal Vereen	[signature]	7628 Tiny Tortoise St. 89149
Elliott Chase Froby	[signature]	9353 Cranesbill Ct
Joshua T Hylton	[signature]	9016 Patrick Henary ave 89149
Dianna Donovan	[signature]	8993 Old River Ave LV. NV 89149
Marcus Carter	[signature]	6955 N. Durango Apt. 2039 89148
Dayma Bonilla	[signature]	6955 N. Durango Apt 2047 89149
Elaine Harmon	[signature]	6955 N. Durango Dr Unit 1060
TOM Hagan	[signature]	6955 N. DURANGO DR. Apt 1036 89149
KARON BROWN	[signature]	6955 N. DURANGO DR. Apt 1088 89149
Jonaz Taduran	[signature]	6955. N. Durango Dr. Apt 2025
HEATHER RAMBERG	[signature]	995 6930 Relic St. LV NV 89149
[signature]	[signature]	7342 Tanglewood 89166
Alina Felish	[signature]	7140 Jensen St 89149

13A

Print Name	Signature	Address
HARRY RENNER	Harry Renner	6656 BILTMORE PLAZA 89149
Jeff. Lodwick		9145 Echelon Pl 89149
Tom Cartidgit		7613 Tiny Tortoise CASVegas Nv 89149
JOSH NEMEROW		7204 BUSHIRE CT LV, NV 89149
TOM DAPPEN	Tom Dappen	6955 N DURANGO D.R. # 1037 89149
Mary Lopez	Mary Lopez	7859 ASKEW 89166
Kathy Sutton		2423 Grande Vista ave. Oakland CA 94601
MORGAN KOSNOSKI		8109 PANDOR ST LV, NV 89131
Joshua Hatfield	Joshua Hatfield	8451 Quarantine Ave LV NV 89149
Chris Welch		8129 Tilkum Dr LV NV 89166
Nicholas Taraborrell	N.J.	6912 Gothic Marigold St LV NV 89149
CARLA PIETROSANO	Carla Pietrosano	9012 DORRELL L.V. 89149
Jameel. JOHNSON	Jameel Johnson	7185 S. Campbell

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Print Name	Signature	Address
Billy Griffith	Billy Griffith	9117 CRANE AVE. L.V., NEV. 89149
Ashley Martin	Ashley Martin	1150 Durango Apt 8130
Melissa Meyer	Melissa M.	6955 N. Durango dr. Apt #3100
Diana Kapanos	Diana Kapanos	7128 Antique Olive L.V. NV 89149
Lissa Ortiz	Lissa Ortiz	9060 Entrancing LV. 89149
Rafael Villaul	Rafael Villaul	1900 E. Flamingo NV LV 89119
Jacob Hughes	Jacob Hughes	6816 Armistead St. LV 89149
James McKeon	James McKeon	6816 Armstead st 89149
Calder Kurez	Calder Kurez	6955 N. Durango 89149
Jesus V	Jesus V	1001 INTERLODE
KAREN WARREN	Karen Warren	9303 Gilcrease Ave #1213 89149
HAZEL GONZALES	Hazel Gonzales	9303 Horseshoe Basin Ave 89149
Laura Miller	Laura Miller	8272 Brilliant Pompon Pl LV NV 89164

12A

Print Name	Signature	Address
Leonard Whiteside	L Whiteside	8272 Brilliant Pompon PL Las vegas NV 89166
Sahar Korkees	Sahar Korkees	8064 Starling View Court Las vegas NV 89166
Tom Pender	[illegible]	8993 Dorrell LN LV, NV 89149
Randy Berry	Randy Berry	9303 Gilcrease LV NV 89149
DeAndre Barkin	[illegible]	"
Ray Zenee	[illegible]	
Ziad Elias	Ziad Elias	
Sandra Vandenhout	Sandra Vandenhout	6955 N Durango LN NV 89149
Lachelle Fortune	[illegible]	8924 Jennifer Am 89149

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6A

Print Name	Signature	Address
Lorraine Thomas		
Camille Ealy		6829 N. Campbell Ave
Kevin Mulgrew		6541 Macdoogle St.
Nancy McMahan		6705 Blueberry Garden 89129
Karen Meissner		7555 Hecham Ave L.V.
Kyle Flemming		2300 Rock Springs
Sue Kubiak		9303 Gil Ave
Ed Kolesh		10553 Laurelwood Lake Ave
Stacy Henderson		8925 Jamie Lee 89149
Mahmud Ahmad		10738 Arsdale
Chris Meier		316 Harbor Gulf Ct
Shawn Robinson		3305 Morning Wind
David Lee		7820 Golden Talon

12A

Print Name	Signature	Address
Harvorish Collins	[illegible]	8932 David Allen Ct
Romey Lea	Romey Lea	8931 Appleton
Kent Henry	Kent Henry	8943

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2A

PETITION

August 27, 2010

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AUG 3 1 2010

Ward 6 Residents Petition in Support of Durango Market's SUP #38909

We the undersigned do support Durango Market's Special Use Permit for a Package Liquor License located at 6955 N. Durango Drive, #1114 Las Vegas, NV 89149

Printed Name	Signature	Address	Telephone	Email
Jason Quinlan		6535 W Quendo Rd	702-499-1328	
Kim Konie		7119 Noble Range	702-239-2805	
WEN TORRES		7208 Hawkstone Ct	702 [illegible] 9862	
[illegible]			702 337 6651	
Jerry Rodriguez		6955 N. Durango DR	596-3482	
Darian Spriggs		6955 N Durango Dr	283-9254	
ERIK GRIGG			702 378 9376	
Glenn Taylor		9524 Grand Grove	702 233-1130	
Kerry Gutow		6623 MacDoyle	702 425-8469	
[illegible]		8952 Miller Point	702 271-0228	

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PETITION

August 27, 2010

Ward 6 Residents Petition in Support of Durango Market's SUP #38909

We the undersigned do support Durango Market's Special Use Permit for a Package Liquor License located at 6955 N. Durango Drive, #1114 Las Vegas, NV 89149

Printed Name	Signature	Address	Telephone	Email
James Thompson	[signature]	8937 Elwood Ct Las Vegas NV 89149	702-325-8902	Sirthomas sh3@aol
Christina Watkins	[signature]	8937 Elwood Ct. Las Vegas, NV 89149	702-408-2637	
Jim Schmidt	[signature]	9141 Camp Light Ave #101 Las Vegas NV 89149	702-324-9546	
Jason Garci	[signature]	9297 Palmerhouse ave Las Vegas, NV 89149	(702) 269-5444	
Christina Sarg	[signature]	N/A	N/A	
Michael Maida	[signature]	9824 Fast Elk St Las Vegas N.V 89143	(702) 370-9092	—
Anthony Spence	[signature]	N/A	N/A	
[illegible]	[signature]	N/A	702 2286153	
Marcus Huibok	[signature]	9533 Dorrel Lv LV NV 89142	702-656-2395	
Anthony Mancuso	[signature]	10974 Mountain Willow St. LV NV 89179	702-232-9549	—

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PETITION

August 27, 2010

Ward 6 Residents Petition in Support of Durango Market's SUP #38909

We the undersigned do support Durango Market's Special Use Permit for a Package Liquor License located at 6955 N. Durango Drive, #1114 Las Vegas, NV 89149

Printed Name	Signature	Address	Telephone	Email
Pete Ruscingno	[illegible]	3025 Treasure Island Rd	201-696-6664	
Kattrina Finck	[illegible]	8452 Wandering Sun LV, NV 89129	862-485-8861	
Alyssa Naylor	[illegible]	6955 N Durango RR #2106	430-0449	
Mike Estrada	[illegible]	2887 Lincoln Wood Ave	360-2887	
[illegible]	Sheryla Lopez	3851 Flamgo Ave	6127019297	
Jen O'Connor	Jen O'Connor	3824 Summer Breeze	702-875-1031	
David Langford	[illegible]	9145 Echelon Point Dr. #2107	702-372-6357	
Tia Jones	[illegible]	10151 Dowell Ln	(612)221-9397	
Sal Sigala	[illegible]	8250 N Grand Canyon Dr	626)506-8865	
Hiram Tillman	[illegible]	6955 N. Durango	608-0883	Tillman.Hiram@com

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Ward 6 Residents Petition in Support of Durango Market's SUP #38909

We the undersigned do support Durango Market's Special Use Permit for a Package Liquor License located at 6955 N. Durango Drive, #1114 Las Vegas, NV 89149

Printed Name	Signature	Address	Telephone	Email
Terrence Young	T. Young		845-9295	
Lorin Lewis	[illegible]	6955 N. Durango Dr.	472-5634	Lorinlewis@AOL
Albert Tagle	[illegible]	2305 Tuscarora Ct. 89149	702-277-5277	altagle@cox.net
Sophia Apo	[illegible]	9014 Spotted Tail Ave LV NV	702-629-8765	sophia.brownfield@gmail.
Sergio Caldera	[illegible]	3750 E. Bonanza	702-3001944	
Fernando Rodriguez	Fernando Rodriguez	2233 McCarran St Apt #B N. Las Vegas N.V. 89030	702-401-2866	
Benjamin Rodriguez	Benjamin Rodriguez	3909 Lighthouse Ave Las Vegas N.V 89110	702-459-23-11	
Jeremy Schmitz	[illegible]	10761 Broxden Junction LV NV 89166	(702)810-4964	
Abou Bakar Toure	[illegible]	6701 Bluebell Garden	(702)4279687	A77Toure@yahoo.com
[illegible]	Andrew Bateman	8813 Crooked Shell Ave	702 396 9878	

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We the undersigned do support Durango Market's Special Use Permit for a Package Liquor License located at 6955 N. Durango Drive, #1114 Las Vegas, NV 89149

Printed Name	Signature	Address	Telephone	Email
John Shaughnessy	[signature]	6955 N Durango Dr. #2042 Las Vegas, NV 89149	702 767 5712	
Sandra Vanderhoof	[signature]	6955 N Durango #3103	(707) 764-2686	
TAMARA Fleming	[signature]	8112 Cimarron Ridge	702 256-1887	
eddie DeMeo	eddie DeMeo	8117 Bonanza CR	702 575-7274	
Carol Scarpati	Carol Scarpati	7537 tuffer Lane	702 497-3634	
Christy Horsington	[signature]	9025 Townbridge Ave LV NV 89149	~~702~~	C_hasy@hotmail.com
Thomas C Kenney	[signature]	9041 Adorable Ave Las Vegas NV 89149	702-215-9907	
Steven Malaney	[signature]	100 S Martin L King 2052 Las Vegas NV	702 742 5922	SIDEWAYS@MAC
Dianna Curtis	[signature]	8250 N Grand Canyon Dr.	702.253.7379	
Allyson DelaCruz	[signature]	9145 Echelon Dr. 1008	755 2040	

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PETITION

August 27, 2010

Ward 6 Residents Petition in Support of Durango Market's SUP #38909

We the undersigned do support Durango Market's Special Use Permit for a Package Liquor License located at 6955 N. Durango Drive, #1114 Las Vegas, NV 89149

Printed Name	Signature	Address	Telephone	Email
John Rondinella	John Rondinella	4480 Sirus Ave	702-400-7736	
DIANE Lechefsky	Diane Lechefsky	6955 N Durango DR Ste 1115	702-955-6552	
Wilbert Davis	Wilbert Davis	1020 Madison	7079275174	
Jeff Leonard	Jeff Leonard	9306 DORRELL	7025159145	
DARYL PORTER	Daryl Porter	6955 N. DURANGO #2109	702 349 8363	
KIMBERLY WALLACE	Kimberly Wallace	6955 N Durango #1049	702 834-7480	
Luis Cabrera	Luis Cabrera	6955 N. Durango #2074	702-810-5431	
Terry Hamblet	Terry Hamblet	PO Box 34777 LV NV	702-308-7122	
BRIAN THURMAN	Brian Thurman	9533 SOLITUDE CANYON	810-516-5976	
Debbie Thurman	Debbie Thurman	9533 Solitude Canyon	810-252-9050	

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Printed Name	Signature	Address	Telephone	Email
Zachary Lindsey	Zachary Lindsey	9305 Grassy Butte Ct	702-506-8896	zlindsey@gmail.com
Anna D	[illegible]	—	N/A	N/A
Brenda F.	Brenda Flores	—	N/A	N/A
Vince Truth	Vince Truth	—	—	
Dana Brown	Dana Brown			browndana34@yahoo.com
BRET CATTANEO	[illegible]	—	—	—
MICKY MILES	[illegible]			
Beth Glazman	Beth Glaz	6955 N. Durango Dr.	702-466-4101	blg5980@yahoo
Elizabeth Brown	Elizabeth Brown	6955 N. Durango		
Rena Beals	[illegible]	6955 N. Durango	—	rbeals25@yahoo

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Printed Name	Signature	Address	Telephone	Email
William DiDonato	[signature]	6039 Quiet Glow Ave LV, NV	7026229668	
Krystal Marcondl	[signature]	2975 C. Karen		
D. Belera	[signature]	6955 N Durango		
Lynda Friend	[signature]	9416 Kingsley Ct	419-6923	—
AARON FRIEND	[signature]	9416 KINGSLEY CT	237-1033	—
Calder Kurcz	[signature]	6809 Sweet Pecan St.	702-349-9337	
Nicolas Herrera	[signature]	9164 Willow B.	715-0137	
Ines Cabrera	[signature]	6955 N Durango #2074 #1005	810-5431	Cabrera-Ines30@yahoo.com
MELISSA PHILLIPS	[signature]	6955 N DURANGO	—	—
Michael Conrad	[signature]	6914 N Campbell	602 494-1128	

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Printed Name	Signature	Address	Telephone	Email
Joe markey	[signature]	6955 N Durango	542-1123	
Deb Guenther	[signature]		702-218-0663	
Veronica Tillman	[signature]	6955 N. Durango	944-8569	
Robert Sipple	[signature]	9675 Elkhorn Rd	413-5146	
Michael Sweeney	[signature]	10028 Village Walk Av	544-8525	jfmike@gmail.com
MAT SZYGOWSKI	[signature]	9303 GILCREASE	885-4689	
EDWARD Jones	[signature]	6955 N Durango Dr	(312)317-6629	
Blair Brockholm	[signature]	10316 Mark Kahre Ave	3199813254	
Curtis Bang	[signature]	7333 misty glow Ct.	702-210-3228	
GINA RUAN	[signature]	9132 AIPINEGROVEAVE #103	(702)715-3252	

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Printed Name	Signature	Address	Telephone	Email
Darrel Monfe		7656 Lithel Valley	709.2459556	
JANET HOPKINS		9525 Valley Vision Ct	702-395-5699	
Mike Grimes		9457 Solitude Canyon	702-630-9133	
Stephanie Prentice		7029 Overhill Ave	702-275-4619	
Timothy L Swanson		9036 Crease Ave #249	9025777564	
Jennifer Wallace		9457 Solitude Canyon LV NV 89149	702-266-5715	
Jess Stuart		9432 white ridge LV NV 89149	702-379-4457	
ROBERT SHOOKHOFF		9328 LONGHORN FALL CT LV NV 89149	702.574-7415	
CRISTIN Walker		7428 Midnight Rambler St Las Vegas NV 89149	702-242-9272	
Chris Hewitt		10151 Dorrell lane LV NV 89166	702-406-6007	

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Printed Name	Signature	Address	Telephone	Email
ROBERT COREY	[signature]	6955 N. DURANGO DR 3101, LAS VEGAS, NV	587-4785	
Ely Prussin	[signature]	8157 Loma Del Rey St. Las Vegas, NV 89131	467-5373	
Jessica Romero	[signature]		494-3241	
JAKE HOLZWORTH	[signature]	10717 Cape Shore Ave Las Vegas, NV 89166	455-5512	
Kieran Coppenbarger	[signature]	5816 DeerSpring Springs	762-2382	
Andrew Vandewalle	[signature]	6955 North Durango	510-3226	
Desmond Abram	[signature]	7545 Oso Blanca	347-565-5252	
Robert Eblen	[signature]	6725 Boston Tea	591-2212	
Melvin Killings	Melvin Killings	8933 Bentonville Ct	416-6780	
Alexander Porter	[signature]	2151 Citrus Hill Ave. apt #2042	638-2899	

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Printed Name	Signature	Address	Telephone	Email
Damon D	[illegible]	3800 Dukrest	(702) 416-4146	
Maribeth Pangas	[illegible]	8057 Farthings Hill	946-0386	
Breckell Maxwell	[illegible]	3031 Cone Canyon Ct.	463-1527	
Andrew Appell	[illegible]	7763 Lunesheppeld Dr.	533-0558	
Joe Heidt	[illegible]	9124 Entrancing	375-1841	
Josh Brunk	[illegible]	9425 Medford Falls.	909 273-3286	
Javarius Millender	[illegible]	6955 N. Durango	(702) 772-6484	
Rene Villalpando	[illegible]	9516 Havasu Cyn Ave	702 629 2169	sttbllcoach@yahoo
Baba Siazan	[illegible]	8453 Cheerfulness	700-8[illegible]	
[illegible]	[illegible]	1514 Woodward Heights	510 8707	

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Printed Name	Signature	Address	Telephone	Email
Lynn Wadley	[signature]	8553 Rothmannia Ct Las Vegas, NV	702-522-0917	lwadley@hotmail.com
M. Tej	[signature]	6705 Lookout Lodge Ln NLV NV	702-845-8301	mandei@gmail.com
Kara Bratton	[signature]	9194 Brilliant Prairie 89147	8104941	kbatten@gmail.com
ENRIQUE MENDEZ	[signature]	9161 VERANDA CT	562 533-3268	ENRIQUE2624@yahoo.com
Jesus Oviedo	[signature]	9161 Veranda CT.	323 926-6983	gohkun_2020@yahoo.com
Jose Barrer	[signature]	9049 Sprit Cannyon	702-4063500	JoseBarrera@yahoo.com
Page Maguire	[signature]	7099 N. Hualapai	702-628-0588	KATMYND@HOTMAIL
BRANDON OFFENBACHER	[signature]	~~9161~~ 9210 Horseshoe Station	702-804-0409	— n/a —
Heather Caffey	[signature]	7545 Oso Blanca Ka	(702) 576-1580	hwhite1980@gmail.com
Yerryl SAMUELS	[signature]	9122 Patricko.	823 0408	YSAMUELSA.yahoo.com

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Printed Name	Signature	Address	Telephone	Email
Michelle Elliott		6834 Relic St	—	pah04044@yahoo
DAVID JACKSON		↑ ↑	—	—
Chris Davis		1110 Grand Seahorse Ct	—	
Grace Quiñones		6831 N. Campbell rd	702-419-4771	
Dorcas Gray		616 Cowboy Cross		Dorcasethan73@yahoo
Mary Lopez		7859 Askew	(702) 489-2742	Lopezfamily of3
Alvin Lopez III		7859 Askew	(702) 809-9010	@hotma
Leisa Glans		8557 Akocasia ct.	702-478-7108	
Raymond Madonia		8923 Mossy Hollow Ave	702-755-3939	
Clifford Hammontree		8828 square knot ave	702-202-7982	cliffh899@yahoo.com

8

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Printed Name	Signature	Address	Telephone	Email
Jon Cureton	[signature]	4701 Lawrence N Las Vegas	542-6820	—
Monica Marie	[signature]	6955 N. Durango, Las Vegas	202-3511	—
Robert Johnson	[signature]	6351 Sandpiper Way Las Vegas	772-5073	—
Tom Stetter	[signature]	13716 Broadview Junction	419-5610	—
Carl Moyes	[signature]	1888 Royal Paynes	725-3629	—
Terry [illegible]	" "	9640 Ski Point Dr.	—	—
Quency Thomas	[signature]	8217 Spring Arts Ave	355-2327	
Christy Magsaroc	[signature]	7632 Concord Heights	249-9416	—
Josie Gonzalez	[signature]		234 3819	
Donald Colbert	[signature]	6660 Witshington #267	—	—

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Printed Name	Signature	Address	Telephone	Email
Sahar Korkees	Sahar Korkees	8064 Starling View Court Las Vegas NV 89166	702)540-7185	Sahar_Korkees@yahoo.com.
JOANNE FILIPPONE	Joanne M Filippone	6955 N. DURANGO DR. #2038 89149	639-1651	djgizmo@cox.net
DAN CIOFFI	Daniel C. Cioffi	6955 N. DURANGO DR. #2038	234-9072	
Kym Roundtree	K Roundtree	9303 Gilcrease Ave #2207	603-674-7408	kproundtree@hotmail.com
Cody Collins	[illegible]	8317 Winterchase Dr Las Vegas NV 89143	702-994-7199	cody-collins@yahoo.com
ERIN MACKEY	Erin Mackey	8985 Old River Ave. LV, NV 89149	702-275-0268	erin_mackey@yahoo.com
Lisa Lazzaro	Lisa Lazzaro	6955 N. Durango Dr LV NV 89149	702-742-7200	
Paula Lazzaro	Paula Lazzaro	3701 El Conlon Dr LV NV 89102	702-501-1313	
Richard Hill	[illegible]	6955 N. Durango Dr	702-646-9448	
Bill Sublette	W R Sublette	5945 N. Grand Canyon Dr Las Vegas, NV 89149	702-645-9916	billsublette@cox.net

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Printed Name	Signature	Address	Telephone	Email
Jeff McDonald	[illegible]	9851 Twilight Walk LV NV 89149	702 355-2771	Jeff2614@Gmail.com
Rosanne Shepherd	Rosanne Shepherd	6908 Trace Hollow ST LV, NV 89149	702-750-8148	
Robert C Shepherd	Robert C Shepherd	6908 Trace Hollow ST LV, NV 89149	702-430-0011	
Nathan Herrick	Nathan Herrick	6908 Trace Hollow St LV, NV 89149	N/A	
Carol Caverley	Carol Caverley	6955 N. Durango DR #3088	702 582-3878	
Mike Caverley	Mike Caverley	6955 N. Durango DR #3088	702 582-3878	
Scott Mosley	Scott E Mosley	7732 Hand wovenct	702 403-0920	
Randy Kuehn	[illegible]	Indian Springs NV	233-4259	
Lisi Rickers		9425 Higtwien RC		
Frankie Brown	Frankie Brown	6955 N. Durango Dr. #3088	702-2499	

5

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Printed Name	Signature	Address	Telephone	Email
ARTURO JAIMES		6955 N. DURANGO #2004	(702) 862-0097	Libisink2006@yahoo.com
Joel Tenpenny		9613 Eland Ct	(702) 2029935	DeeStones79@Hotmail.com
Matt Gonser		9338 Pencil Cedar Ave	702 622 2873	—
Chris Jones		6904 Gothic Marigold St. LV. NV. 89149	702-240-7115	—
Levia Hayes		7135 Cabinteeost #101 LV. NV 89149	702-562-1686	
Noah Grimm		7129 Antique Olive St. 89149	702-610-0135	
Teia Harris		10001 Peace way #2198 LV. 89147	702-927-4885	sexygirlsatvegas@yahoo
Shyce Harris		2010 Hidden Cave Ct 89149	702-804-1040	—
GABES Anchez		8997 DARRELL AV	702-558-2227	—
CHARLES THOMPSON	Charles Thompson	4664 NELLIS E L.V.	702 510-7731	—

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Printed Name	Signature	Address	Telephone	Email
Leontyne Sloan	Leontyne Sloan	2349 Statham Ave NLV 89081	702-3996548	lsloan05@embargmail.com
DAWN McConnell	[illegible]	9928 Kalahari Ct	702-752-3457	Inosints@gmail.com
Mike Lorenz	[illegible]	7219 Silver Valley	702 325 5020	
JOHN M. SIMO	John M. Simo	6020 MONTECITO WAY	702) 658-9336	Flyboy4414@COX.NET
Scot Amorose	Scot Amorose	6732 Boston Tens	517-294-9140	
Carlos Rentero	Carlos Rentero	2850 Cedar #120	8081242	
Cynthia Cary	[illegible]	9461 Hala Sa Cary	324-3188	Cyn.nauk.yahoo
Wednesday Janis	[illegible]	7049 Knob Creek St #103	247-6281	Wednesdayjanis@gma
Daniel Mitchell	Daniel Mitchell	8250 N Grand Canyon #1281	702 351-2639	Danny2Timeso@yahoo.com
DAVID TUTTLE	[illegible]	LV, NV 89166 9145 Echalon Point Lv, NV 89141	702) 666-5432	

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Printed Name	Signature	Address	Telephone	Email
Matsuda, Nathan	[illegible]	1712 Mexican Poppy St. Las Vegas, NV. 89128	(702) 869-0059	
Conroy, Sarah	Sarah Conroy	6822 Relic St LV NV 89149	(702) 612-4282	
DARVIOUS ALEXANDER	[illegible]	7308 LA MONA CRT	(702) 325-2584	NINASMILIE@YAHOO
Thomas MAZINTAS	[illegible]	8941 David allen ct	(702) 202-1486	
BRETT SCHMIDT	[illegible]	9145 ECHELON POINT DR LV NV	(702) 782-4055	
Kendall Carder	Kendall Carder	9017 HORIZON DR.	(702) 3286371	—
SOHA ZORA	Soha Zora	3637 Oakcliff Dr. LV, 89149	(702) 685-5525	
Ryan Wilson	[illegible]	9323 Horseshoe Basin Ave Las Vegas NV 89149	702-334-0937	
Kimberly Powell	[illegible]	10151 Dorrell Lane Las Vegas NV 89166	(702) 629-6053	Kenvious@yahoo.com
KENNETH GIBBONS	[illegible]	8936 ADDISON WALK CT LAS VEGAS NV 89149	(702) 215-5325	

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Printed Name	Signature	Address	Telephone	Email
Hosea Tate	[signature]	9101 W. Dorrell Ln	(702) 428-5367	N/A
Tamara Fulde	[signature]	5304 Pacific Opal Ave. LV NV 89131	(702) 521-5737	
Nelson Holly	[signature]	6043 Carlsbad Ave LV NV 89156	702 883 0008	N/A
Brian Duncan	[signature]	8152 Hodgson Mill Ct L.V. 89131	(702) 275-7762	N/A
Kevin Frenchman	[signature]	3820 Begonia Blush Dr. Las Vegas. 89166	(702) 354-8325	N/A
Eric Radcliffe	[signature]	6812 Pleasantville	702 400 4167	N/A
Paula Gifford	[signature]	6405 TRACE Hollow	702 234 1727	N/A
Angela Keesha	[signature]	8521 LAWSONIA Ct.	702 481 8973	
M. Jewel Radcliffe	[signature]	9304 Enchanted Bd	702-4566151	
Emily Tucker	[signature]	8993 Dorrell Ln	702 7567742	N/A

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Printed Name	Signature	Address	Telephone	Email
Tony Imgabbe	[signature]	5505 Greenley Gardens St LVNV 89081	702-689-6082	
Karen Ryan	[signature]	6955 N. Durango 1115-212 LVNV 89149	702 238-3857	
Kenny Payne	[signature]	9125 Spirit Cayon St. LAS Vegas NV 89149	702 994 8424	KPAYNE@cox.net
[illegible]	[signature]	9168 Umberland Ave Las Vegas NV 89132	702 576-4256	
Charles Schaffner	[signature]	4813 Palm tree ct 89131	(702) 785-4788	
Megan Cheek	[signature]	9293 Vervain Ct. 89149	(702) 658-2741	
GILBERT ROLAND	[signature]	2657 WINDMILL PKWY	702.523-9877	
Chad Girndt	[signature]	8925 Paula Jean	254-733-3577	
Derek Buckler	[signature]	8925 Paula Jean Ave	512-709-5403	dlbuckler@gmail.com
Dave Franke	[signature]	7604 Quiet Springs 89149	876-9036	

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Printed Name	Signature	Address	Telephone	Email
Sandra Dietrich		6955 N Durango 3077	702-409-1331	Sandy21@attinet
Joe Martinez		8931 Mossy Hollow	702-762-6870	Tattoojoem@aol.com
Gary Yeargan		9128 Spirit Canyon	702-234-8734	Cookymonstr@hotm
Beth Babcock		N/A	N/A	bconsondunkleman@yahoo.c
Victor Frias		N/A	(702) 327-4978	
Frank Norman		N/A	702-359-9897	
Joel maldonado	Joel maldonado	N/A	409-401-4798	
Alonzo Flores	Alonzo Flores	401 Baker Ave las vegas nv.	(702) 689 3935	
Todd Jackson		7417 Delicious Ct	(702) 542-5055	TEJACKSONSR@YAHOO.COM
Tammi Manden		7417 Delicious Ct	(702) 742-7929	

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We the undersigned do support Durango Market's Special Use Permit for a Package Liquor License located at 6955 N. Durango Drive, #1114 Las Vegas, NV 89149

Printed Name	Signature	Address	Telephone	Email
Christian Guzman	[signature]	7318 Fools gold st LV NV 89149	(702) 927-7625	Christianiguzman@Hotmail.com
[illegible]	[signature]		702 418 7765	[illegible]@Hotmail.com
Von-Sheila Reed	Von Shila Reed	6955 N Durango Dr #2059	702-541-0523	
Robert Colburn	Robert Colburn	Her 38 Box 105 Mt Charleston 89124	702 237 2017	
THOMAS DAKE	[signature]	9353 LADYFINGER CT	702-767-9522	tdake77@hotmail.com
Maria Ross	[signature]	8408 Vivid Violet Ave	702 515-1551	RiA603@yahoo
[illegible] Digales	[signature]	8224 Ebony Peak St	702 376-6871	[illegible]@gmail
Maria Benvenuto	Maria Benvenuto	8224 Ebony Peak St	702 3963314	—
Nicole Smith	[signature]	7545 Oso Blanca Pkwy	702 629-2253	Nickey143@aol.com
Kyle Dawkins	[signature]	1 Aclay st LV 89115	336/455/0241	kal_expo@yahoo.com

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Printed Name	Signature	Address	Telephone	Email
Trever Lane		8221 Hoffler Ct.	702-769-4915	Trevlasvegas@yahoo.com
Madreia Crawford	Madreia Crawford	9457 Milkweed Canyon	702-576-1548	madreia@yahoo.com
Coleman Harris		2116 Bachelor Ct	702-213-6006	big.drastik420@gmail.com
Matt Litzinger		7048 Caribou Ridge St #103	702-468-9234	MAL_Ltz@hotmail.com
Randal Murillo		5850 Skypointe dr.	702-275-6635	
Chris Diaz		7935 Dexter falls	702 526-1580	
Charles Fuds		9012 Glenstar Gate Ave	702-630-9752	info@charlesfud.com
Wynikia Nava		513 N. 12th st #B	702-418-8385	NIKNAKN@TMail.com
Shontayia Dennis		513 N 12th ST #B	702 824-2841	Princess10v103@yahoo.
Darla Baek	Darla Baek	8250 Grand Canyon Dr #177	702809-2666	N/A

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Printed Name	Signature	Address	Telephone	Email
Rochelle Lemons	[signature]	6815 Momentos LV NV 89149	702)635-6976	
Michael Marg	[signature]	6955 N Durango	(951)664-5831	
Jeff Ferguson	[signature]	9333 Gilcrease Ave	702 942 6600	
George Smith	[signature]	6777 BlueBell	702 756-0284	
Karen Brown	[signature]	6955 no Durango Dr.	702-441-3856	Kbecolorblind@aol.co
Michael K. Moore	[signature]	6867 Momentos DR L.V.	702-818-5303	Michael KMoore@Live.a
DeShawn Temple	[signature]	6857 Sweet Pecan St	(702)254-0084	Deshawn@yahoo.com
Nick Pfarr	[signature]	10323 Settlers Run	336-4500	
JEFF Groom	[signature]	4712 Bannister Ln	(702)360-0600	
Mike Bailey	[signature]	7848 Ithaca Falls St.	(702)885-1621	

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Printed Name	Signature	Address	Telephone	Email
LaWanda Burks	LaWanda Burks	8451 Lucero Ave	7023846426	lllaswondo@aol.com
Trish Kerry		10359 Softfall Ln	702 375-9765	—
CLIFF Howay		9808 Sienna Valley	702 648-3011	—
Christy Mays	Christy Mays	9017 High Horizon	(702)808-8661	—
Nathan Pinkney		9421 Moonsplash ct	702 684-7189	—
Chad Carpenter		9540 Victory Garden	533-5928	
Kimberly S Swanson	Kimberly S Swanson	9033 mossy Hollow ave	7026657138	
Kim R		9745 E. Teeton Ave #104	702 6666 7414	
Andrew White		7640 Highland Pony st	702 461-6695	—
Mari White		7640 Highland Pony st	714-402-3883	—

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Printed Name	Signature	Address	Telephone	Email
Shawn Lodwick		LAS Echelon Point	755-0186	
CRAIG MARALDO		6955 N. DURANGO	515-0951	
JEFF LISTON		9525 SPRING SUNSET CT	496-2323	
Terrell Winbush		6955 Durango #2057	764-0992	
BRIAN DASHER		9268 ENCHANTED GROVE	301 0877	
Patrice Hall		6955 Durango #1108	418-7765	
		6955 Durango #1071	982-3025	
JOHNNY GOMEZ		7712 TURTLE HAVEN	409 8375	
Verleda Burge		[illegible] Campbell	313 [illegible]	
Dave Woodrow		6955 N Durango 2007	951-454-7122	

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Printed Name	Signature	Address	Telephone	Email
JASON DAVIS	Jason Davis	6224 Sterling Ranch Wy	702-771-9957	jbordg@hotmail.com
ERIC SWANSON	Eric Swanson	9033 Mossy Hollow Ave	702-604-2671	
Paula COBB	Paula Cobb	7065 Kuch Creek St #101	702-591-1822	
James Smith	James Smith	5968 Running Dog Ct.	702-561-9234	
Nelson Lee	Nelson Lee	9465 W. Hammer Ln	801-571-1515	
Felica Tillman	Felica Tillman	6995 N. Durango Dr.	(702)656-5778	fmarkeshia@yahoo.com
DANIELLE WHITE	Danielle White	6955 N. Durango #1008	541-591-5028	
DARIO ROMERO	Dario Romero	6955 N. Durango #1008	541 363-2209	
Markeshia Tillman	Felica Tillman	6995 N. Durango Dr.	(702)656-5778	fmarkeshia@yahoo.com
Louise Tillman	Louise Tillman	1608 modern it St.	(702)685-5068	

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Printed Name	Signature	Address	Telephone	Email
MARC MCNEAL	6705 Blue Bell	[illegible]	702 656-7334	
Nichole Bujalski	[illegible]	9232 Longhorn Falls	702 355 8633	
Arthur Guy	[illegible]	9232 Longhorn Falls	702 353 9806	
Irma Padilla	[illegible]	9924 Markhorn	702 405 9406	IPADILLA3513@yahoo
Dion LaBranch	[illegible]	9745 Grand Teton Dr. 1002	702 622-3612	Kneeondion@aol.com
Scott Boutin	[illegible]	7065 Knob Creek St #101 LV NV 89149	702-242-0732	
Greg Robin	[illegible]	9303 Gilcrease	—	—
Howard [illegible]	[illegible]	2015 Penn	702 396-6626	
Tim Smith	[illegible]	6955 N. Durango Apt 2077	702 234 4228	
Brian White	[illegible]	8407 Quarentina Ave 89149	—	—

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Printed Name	Signature	Address	Telephone	Email
CARI D Reid	Cari D Reid	PO BOX 130 INDIAN SPRING	702-555-7261	N/A
ERIN OHAIKA	[illegible]	9211 Brownstone Lyde	702-617-2557	
Dominique Lawson	Dominique Lawson	6955 N. Durango	510-927-7707	N/A
SHERRY GRAY	[illegible]	6955 N. Durango	702-689-8778 ~~323~~	N/A
ESSENCE HANKINS	[illegible]	6955 N. DURANGO	SAME #	N/A
Juan Mura	[illegible]	8064 Farthing Hill	702 348-7767	
Earl Alexander	[illegible]	6955 N Durango	702 5774761	N/A
Patrice Kelly	[illegible]	9453 White Ridge	617 763-2995	
David Blakey	[illegible]	3091 Durango	702-3434117	N/A
Melissa Kinas	Melissa Kinas	7333 Misty Glow Ct	702-505-0209	N/A

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Printed Name	Signature	Address	Telephone	Email
Curtis Wilson	[signature]	6955 N. Durango Unit 2019		wasserkuhlervdub@yahoo
Latasha Campbell	[signature]	6955 N. Durango 2051		
LAKisha Pitts	[signature]	6955 N Durango unit 2051		Kishap01@yahoo
Nicole Sims	[signature]	8920 Cambridge Glenck	533-0717	Nicole-Sims@Apria.com
Stacia Mehl	[signature]	7621 Faded Filigree St	395-9120	
TOM ZUKAKIS	[signature]	7621 Faded Filigree St	595-6061	
EARL ROUSE	[signature]	6857 Sweet Pecan St LV NV 89149	541 2230	
Josh Clayton	[signature]	8133 Starling View Ct LV, NV 89166	261-4647	
LOUIE MORALES	[signature]	6611 Colorado Spruce Las Vegas NV 89149	(702)606-9636	louie25@cox.net
MEL APRUEBO	[signature]	9109 Spirit Canyon LV. NV 89148	(702)445-5747	N/A

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Printed Name	Signature	Address	Telephone	Email
Jessica Wilson	[signature]	5701 Pacific Opal Ave Las Vegas NV 89131	517974-5377	Jessicagerman@yahoo.com
Kelly Schuster	[signature]	9312 Thunder Falls Ct. LV, NV 89149	(702)280-4566	AKRibas13@gmail.com
Esther Diedrich	Esther Diedrich 7212 Gentle Valley LV NV 89149		702655-7228	Auntmo63@AOL.COM
MICHAEL JOHNSTON	[signature]	13307 PLUTO ROCK LN #102 LAS VEGAS, NV 89128	(650)776-1108	PRIMORGREY73@HOTMAIL.COM
CHRIS LOWER	[signature]	10809 Mystic Shore LV NV 89166	(702)354-6335	maddynick2003@yahoo.com
ROBERT GRAINPIEW	Robert Grainpiew	9303 Gilcrese L.V. NV. 89149	(702) 645-2015	
LINDA COLANDER	[signature]	7320 Silver Spirit St. 89131	702 281-3747	
Lauren Fisher	[signature]	8997 Dorrell Ln 773	220-4099	[illegible]
[illegible]	[signature]			
Robert Szalay	[signature]	8937 Amy Olivia Ave	(702) 860-6689	Rob.szalay@yahoo.com

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Printed Name	Signature	Address	Telephone	Email
JUSTIN SORKER	Justin Sorker	10151 DORRELL	7023354011	J.SORKER@GMail.c
Brad Coulter	Brad Coulter	9017 High Horizon		—
Courtney Hurdle		3040 E. Charleston	702-475-1696	
Shawn Hutchings	S. Hutchings	9000 Old River Ave	702-8184206	—
Nathan Allen		9313 Palmer House AVE	202-308-6688	
Jose Rivadeneira		Palacio de Loreto AP. de Fam. Osoblanca	702-764-2068	
Brandey Massey		6955 N Durango Dr 1037 Las Vegas, NV 89149	702-683-6177	parents of Zane @ yahoo.com
Casey Rector		7817 Tweetbird St	702-449-9311	
Cameron Hutchings		9000 old river	702-818-4206	
Dean Martin		6913 Gothic Marigold St	360-420-2001	

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Printed Name	Signature	Address	Telephone	Email
Michael Borden		6955 N Durango 2057	(702) 373-[illegible]	mjizzle79@yahoo.com
Carrie Benner		8914 Mossy Hollow Ave	714) 514-4267	
Robyn Predmore	Robyn Predmore	8984 Barnwell Ave.	702-395-0986	
Ryan Tate		9957 Scenic Walk Ave	702-373-1033	
Ian Johnson		8132 Hesperider Ave.	702-845-3253	
Shonda Decker		4982 N Campbell	702-242-9740	
Lyndell Lewis		7712 Unicorn Tapestry	702-666-4780	
Joe Kalisek		3242 cactus Wheat Lane		Srider@hotmail.com
Jeremy Cutlers		4661 Cattle St		
Sean TUTTLE		7855 Deer Springs	(702) —	—

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Printed Name	Signature	Address	Telephone	Email
Angela Jones	[signature]	9745 Grand Teton	213-259-7915	Realtor Angela 661 @ AOL.
Dwayne Sanchez	[signature]	6430 Iguassu Falls	370-3010	
Laurel Gunnerding	[signature]	6529 MacDougle St LV	—	—
Jen Messinger	[signature]	5029 Tropical Cliff	241-0316	
B Gates	B Gates	6740 Old Valley	—	—
Kevin Harrington	Kevin Harrington	6955 Durango	415-684-5569	—
Liana Morgan	[signature]	9133 Camp Light Ave #101	306-0573	—
Rosemary Nagasubo	[signature]	7545 Oso Blanca rd	702 581 3141	—
Joey Devine	[signature]	9453 White Ridge Ave	702-279-3223	—
Patricia Conat	[signature]	HCR 38 Box 326 Mt. Charleston 89127	7024764243	—

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Printed Name	Signature	Address	Telephone	Email
Jennie Skeens	[signature]	7205 Glen Shire Ct 89149	(702) 340-4154	
Diana Wheelock	[signature]	9017 Dorrell Ln 89149	(702) 325-9320	
Jesse Mascitelli	[signature]	6923 China Ridge Ct 89149	702-875-5309	
Melissa Blatman	Melissa Blatman	6863 Momentos 89140	461-7264	
CHRISTIAN HDEZ	[signature]	7545 Osa Blanca	(714) 649 9563	
Gina Perez	[signature]	8250 Grand Canyon Dr #12183 89166	702-772-0829	
Jillian Miller	Jillian Miller	6817 N Campbell Rd.	(702) 742-0296	
Sharon Breaux	[signature]	6812 Sweet Pecan St	(702) 541-4152	
Andre William	Andre William	6812 Sweet Pecan St	(702) 883-3807	
[illegible]	[signature]	4325 W. Rome Blvd.	486 5000	

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Printed Name	Signature	Address	Telephone	Email
Carmen Escobedo	Carmen Escobedo	6955 N Durango	685-1128	
LAURENCE LONG		8010 Palm Cove Ct	655-1246	
[illegible]		8524 [illegible] Ave	702 363-4635	
RAMA AKASH		9145 ECHELON PT	702 544 4500	
JACKIE SMITH		9145 ECHELON PT	702 238-6475	[illegible]@yahoo.com
Chris Woolman		6955 N Durango	702-752-8502	
Holli Woolman		8900 Goldstone Ave	461-9807	
TED SMITH		8900 GOLDSTONE	461-4867	
DARREN MITCHELL		9113 CRANEN AVE	702 [illegible]	
Nina Gouden		2150 N Tenaya Way #1016	(951) 742-6201	harmaani@yahoo.com

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Printed Name	Signature	Address	Telephone	Email
Tom Fava	[signature]	9069 Tantalizing Ave	702 755-6999	Ton2v69@gmail.com
Javier	[signature]	NE	702 4015507	
Victor Ramirez	[signature]		702 325-4837	anothe.wordforthe@gmail
Brent Buckley	[signature]	5051 Villa Pulido St	702-655-9550	—
Dean Stemmer	[signature]	1500 Desert Rigade	702 2105826	—
Sarah Lora	[signature]	7540 Florine Ave	702-336-8997	mylifeismygirl5@gmail.com
Tyson Subia	[signature]	8944 Catlina canyon ct 89149	702 4133625	TMan1121 66 yahoo
[signature] Aaron Rounds	[signature]	N/A	N/A	Tasmep18@Gmail
DAN FILIPPONE	[signature]	6955 N DURANGO DR #2038	N A	N/A
Amber Turney	[signature]	5815 W. Agate Ave	N/A	N/A

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Printed Name	Signature	Address	Telephone	Email
Travis Verzich	[signature]	6712 old valley st	355-6278	JBH24@Hotmail
Christina Ley	[signature]	7560 Swan Cove Ct	3270125	Christina Ley
Shawn Clayton	[signature]	8915 Snow Trace	65851-20	
Gabriel Aadarme	[signature]	9775 Severence Ln. Las Vegas NV. 89149	726-1901	Kthnxbi@gmail.com
D. Scott Dungan	[signature]	6955 N Durango Dr 89149	(702)452-9453	DSCOTTD1701@YAHOO.COM
Jason Luxem	[signature]	9526 Michelle Falls Ave	702-417-4650	
Jerry Rodriguez	[signature]	6995 N Durango	702-927-1081	
Doug Cox	[signature]	8957 Amy Olivia Ave	210-787-0529	
Angela Cox	[signature]	8957 Amy Olivia Ave	210-478-6828	
Tahira H Bobo	[signature]	6709 Kostner St	702-439-4094	TAstiebud@YAHOO

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Printed Name	Signature	Address	Telephone	Email
Scott Fausle	[signature]	8945 Rudien Creek Ave LV, NV 89149	702-237-1260	Scottfausle@msn.com
Murchelle Jackson	[signature]	9409 Arcadia Woods Pl. 89149	702-478-9895	ixmonny@yahoo.com
Kelli Gomez	[signature]	9056 Patrick Henry Ave	702-430-8191	kgomez65@cox.net
Justin Salyer	[signature]	9303 Gilcrease #1086	702-302-6346	Ali.Revw@Gmail.com
Louie Maldonado	[signature]	8976 High Horizon	702 883-2215	
Zuyma Bonilla	[signature]	6955 N. Durango Dr. #2046		bonillazay@yahoo.c
Richard Koran	[signature]	9069 TANTALIZING AVE	678-9695	
Sy Hernandez	[signature]	6955 N. Durango 2004	6863649	SySy Hernandez@aol.com
Gema Jaimes	[signature]	6955 N DURANGO Dr. #2004	862-0097	gemazart@yahoo.com
Aaron McDal	[signature]	9412 Willow St.	765-2518	

6

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-39456 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: WILLIAM LYON HOMES - Request for a Review of Condition Number 10 of a previously approved Rezoning (ZON-9093) TO REDUCE THE LENGTH OF THE SEWER EXTENSION WHEN A FULL FRONTAGE EXTENSION OF PUBLIC SEWER IN BRENT LANE WAS REQUIRED at the southwest corner of Iron Mountain Road and Jones Boulevard (APNs 125-11-511-001 through 085), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for ZON-9093
6. Justification Letter

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: WILLIAM LYON HOMES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-39456	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

ROC-39456 CONDITIONS

Planning and Development

Amend Condition #10 as follows:

Extend oversized public sewer to the northern edge of this site in Jones Boulevard and construct a 50-foot public sewer stub west of the proposed manhole in Brent Lane between lots 4 and 5 as shown on Final Map (FMP-38588) at a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

When the Rezoning (ZON-9093) was submitted along with Site Development Plan Review (SDR-9095) for review in 2005, staff recommended that the sanitary sewer line in Brent Lane be extended for the length of the property for future public sewer needs along Brent Lane and west of this development as noted in Condition #10 of Rezoning (ZON-9093). Since the original applications were approved, the property was sold to William Lyon Homes and other developers have installed sanitary sewer lines west of this site so that extension of the entire sanitary sewer line along Brent Lane is no longer necessary. Public Works has met with the applicant's engineer to work out an acceptable alternative to the full frontage extension originally required and recommends that Condition #10 of Rezoning (ZON-9093) be amended as follows:

> "Extend oversized public sewer to the northern edge of this site in Jones Boulevard and construct a 50-foot public sewer stub west of the proposed manhole in Brent Lane between lots 4 and 5 as shown on Final Map (FMP-38588) at a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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."

Staff finds the amended condition appropriate. The Department of Public Works and the Planning and Development Department support the applicant's request and therefore, recommend approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/04/04	The City Council approved a request for Rezoning (ZON-4200) from R-E (Residence Estates) to R-PD2 (Residential Planned Development-2 Units per Acre) on 20 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard. Staff and the Planning Commission recommended approval.
	The City Council approved a related request for a Site Development Plan Review (SDR-4198) for a 29-lot single-family residential development.
04/29/05	The Planning Commission approved a request for a Tentative Map (TMP-6271) for a 60-lot single-family residential subdivision on 33.39 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/04/06	The City Council approved a request for Rezoning (ZON-9093) from R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD2 (Residential Planned Development- 2 Units per Acre) on 33.39 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard. Staff recommended denial; Planning Commission recommended approval
	The City Council approved a related request for a Site Development Plan Review (SDR-9095) for an 83-lot single-family residential development.
04/05/06	The City Council approved a request for a Petition to Vacate (VAC-11388) public right-of-way and drainage easements generally located west of the intersection of North Jones Boulevard and Iron Mountain Road and east of the intersection of Maggie Avenue and Maverick Street. Staff and the Planning Commission recommended approval.
04/13/06	The Planning Commission approved a request for a Tentative Map (TMP-12092) for a 77-lot single-family residential development on 36.68 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard.
07/12/06	The City Council approved a request for a Review of Condition Number 13 (ROC-14027) of a previously approved Site Development Plan Review (SDR-9095) to allow a minimum lot size of 8,500 square feet where 10,003 was required for a proposed residential subdivision on 36.68 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard.
09/11/06	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-15912) for a 77-lot single-family residential subdivision on 33.61 acres south of Iron Mountain Road and west of Jones Boulevard. The map was recorded as CLV Drawing 107Y4948.
04/26/07	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-20394) of a previously approved Petition to Vacate (VAC-11388) public right-of-way and drainage easements located west of the intersection of North Jones Boulevard and Iron Mountain Road, east of the intersection of Maggie Avenue and Maverick Street.
09/05/08	The Planning and Development Department approved a request to amend a Final Map Technical Review (FMP-29575) for a 77-lot single-family residential subdivision on 33.61 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard.
08/20/08	The City Council approved a request for a Review of Condition #14 (ROC-28418) of a previously approved Site Development Plan Review (SDR-9095) that required the setbacks for this development to be a minimum of 20 feet to the front of the garage as measured from the back of sidewalk or from back of curb and 20 feet in the rear at the southwest corner of Iron Mountain Road and Jones Boulevard.

07/02/10	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-38588) for an amended 77-lot single-family residential subdivision on 33.17 acres at the southwest corner of Iron Mountain Road and Jones Boulevard. The map has not yet been recorded.
09/23/10	The Planning Commission is scheduled to hear a request for a Petition to Vacate (VAC-39142) the City of Las Vegas sewer easement and public drainage easements generally located at the southwest corner of Iron Mountain Road and Jones Boulevard.

Related Building Permits/Business Licenses
No building permits or business licenses have been issued for the single family residential development.

Pre-Application Meeting	
08/25/10	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition to amend Condition #10 of a previously approved Rezoning (ZON-9093).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/23/10	Staff conducted a field check of the site and found that it is under construction with workers and construction equipment located on the property.

Details of Application Request	
Site Area	
Gross Acres	33.39

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Single Family Residential Development	DR (Desert Rural) and R-E (Residence Estates)	R-PD2 (Residential Planned Development- 2 Units per Acre)

North	Undeveloped Land	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)
South	Undeveloped Land and Single Family Residences- Clark County	RNP (Rural Neighborhood Preservation)- Clark County	R-E (Rural Estates Residential)- Clark County
East	Single Family Residences	R (Rural Density Residential)	R-PD3 (Residential Planned Development- 3 Units per Acre)
West	Undeveloped Land and Single Family Residences	RNP (Rural Neighborhood Preservation)- Clark County	R-E (Rural Estates Residential)- Clark County

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	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 to revise Condition Number 10 of a previously approved Rezoning (ZON-9093), which required the applicant to "Extend oversized public sewer to the northern edge of this site in Jones Boulevard and extend public sewer in Brent Lane to the western edge of this site to a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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."

As developers within the subject area have already installed sanitary sewer lines west of the site, thereby negating the need for the full sewer extension, the Department of Public Works has worked with the applicant's engineer to work out an acceptable alternative and is recommending Condition #10 of Rezoning (ZON-9093) be amended as follows:

Extend oversized public sewer to the northern edge of this site in Jones Boulevard and construct a 50-foot public sewer stub west of the proposed manhole in Brent Lane between lots 4 and 5 as shown on Final Map (FMP-38588) at a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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.

FINDINGS

As a full frontage sewer extension is no longer needed along Brent Lane, the Department of Public Works and the applicant's engineer was able to formulate an alternative course of action. Staff supports Public Works recommendation to amend Condition Number 10 of the previously approved Rezoning (ZON-9093), and therefore is recommending approval of this request.

NOTICES MAILED 261 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-39456** APN: 125-11-511-001 Thru 085

Name of Property Owner: William Lyon Homes, INC.

Name of Applicant: William Lyon Homes, INC.

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: TERRY CONNELLY

Subscribed and sworn before me

This 7th day of August, 2010

Marge A. Staszak

Notary Public in and for said County and State

RECEIVED
SEP 07 2010
City of Las Vegas

Notary Public - State of Nevada
County of Clark
MARGE A. STASZAK
My Appointment Expires
November 5, 2011
No: 07-5202-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition

Project Address (Location) Jones & Iron Mountain

Project Name Stratton 35 Jones & Iron Mountain **Proposed Use** _____

Assessor's Parcel #(s) 125-11-511-001 thru 085 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 33.17 **Lots/Units** 85 **Density** _____

Additional Information _____

PROPERTY OWNER William Lyon Homes **Contact** Scott Swapp

Address 500 Pilot Road, Suite G **Phone:** 263-8200 **Fax:** 263-8220

City Las Vegas **State** NV **Zip** 89119

E-mail Address Scott.swapp@lyonhomes.com

APPLICANT William Lyon Homes **Contact** Scott Swap

Address 500 Pilot Road, Suite G **Phone:** 263-8200 **Fax:** 263-8220

City Las Vegas **State** NV **Zip** 89119

E-mail Address Scott.swapp@lyonhomes.com

REPRESENTATIVE Taney Engineering **Contact** Shaelyn Sandoval

Address 6030 S. Jones, Suite 100 **Phone:** 362-8844 **Fax:** 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address Shaes@taneycorp.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 TERRY CONNELLY

Subscribed and sworn before me

This 2nd day of August, 20 10.

_____

Notary Public in and for said County and State

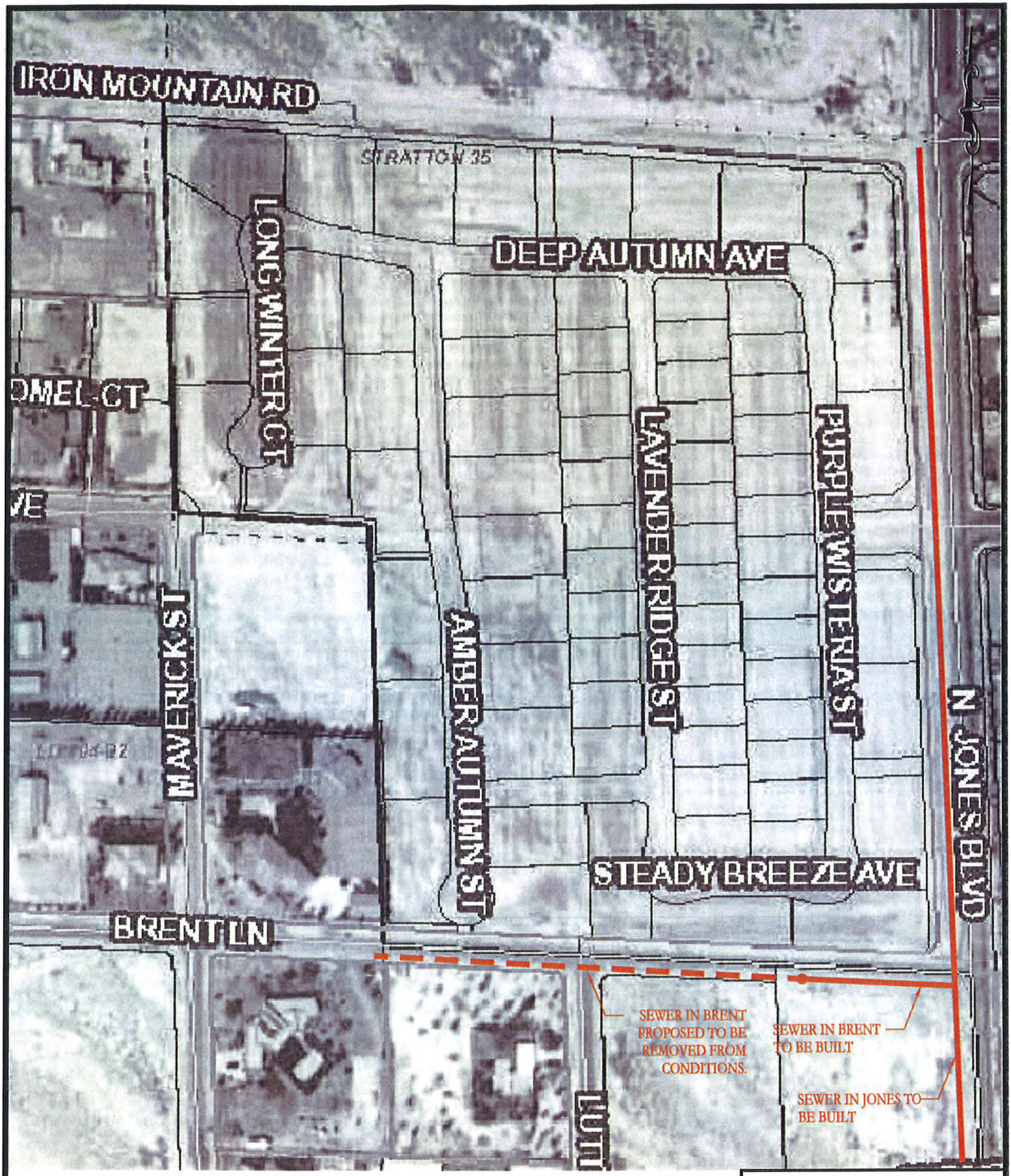
Notary Public - State of Nevada
County of Clark
MARGE A. STASZAK
My Appointment Expires
November 5, 2011
No: 07-5202-1

FOR DEPARTMENT USE ONLY

Case #	ROC-39456
Meeting Date:	10-20-10
Total Fee:	
Date Received:*	9-7-10
Received By:	F.S

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

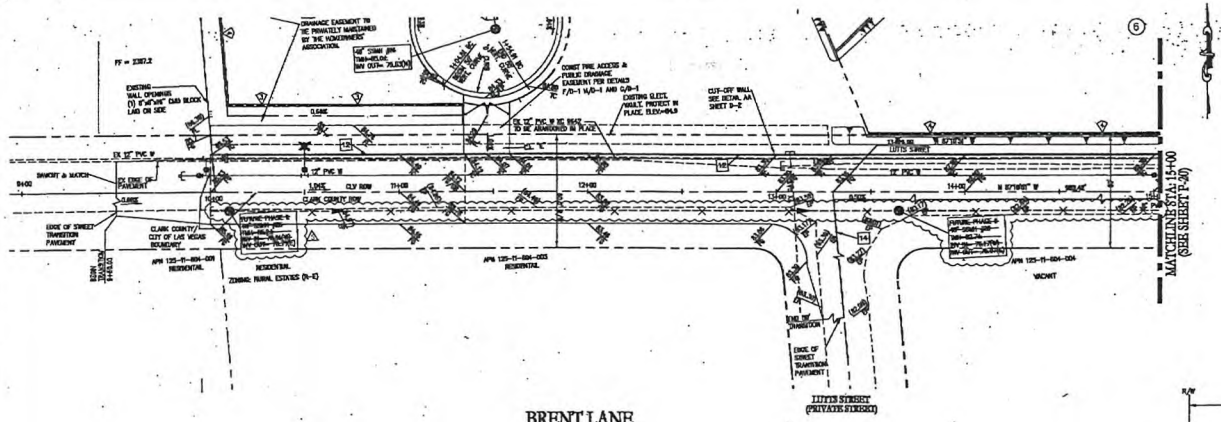
Revised 10/27/08

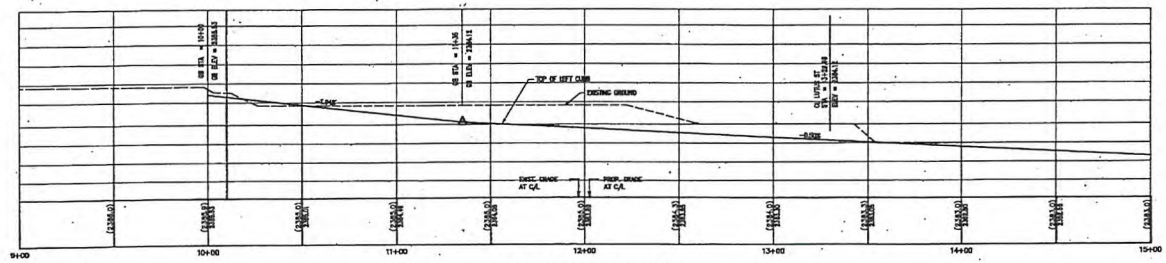


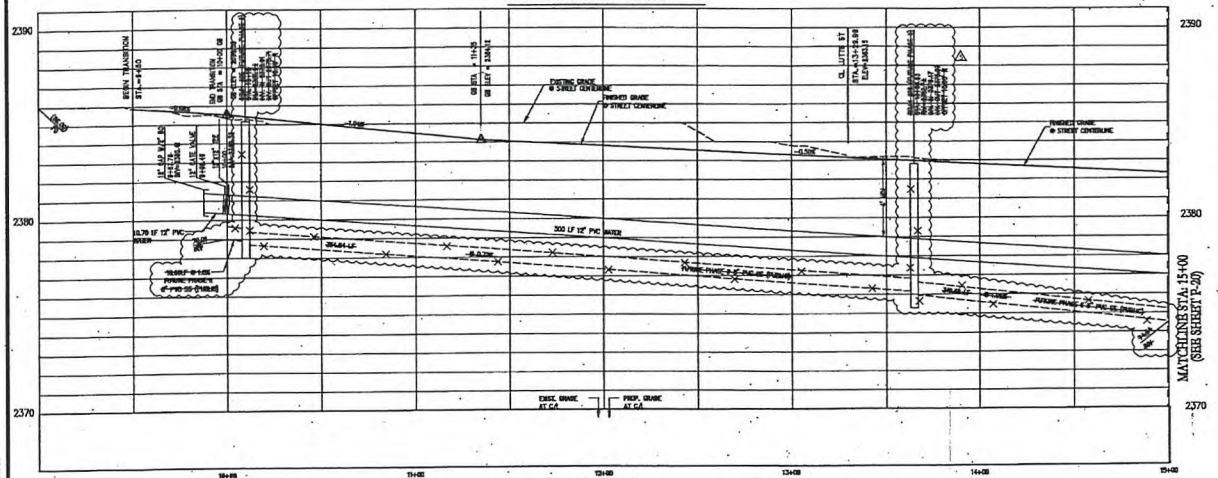
ROC-39456

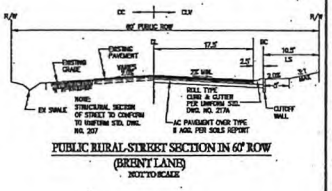
RECEIVED
SEP 07 2010
City of Las Vegas

STRATTON 35 JONES/ IRON MOUNTAIN	
SEWER EXHIBIT	
DATE: 09.07.10	SCALE: NTS









CALL BEFORE YOU DIG
CALL
1-800-227-2600
OR
1-800-455-7544

APPROVED FOR CONSTRUCTION
LAS VEGAS VALLEY WATER DISTRICT DATE:
PROJECT # 111104 (1ST APPD 6-31-08)

NOTE

CONTRACTOR TO VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY DISCREPANCIES WITH PROPOSED PLAN SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER.

PRIVATE STREET EASEMENTS

ALL PRIVATE STREETS ARE P.U.E., PUBLIC SEWER EASEMENTS, AND PUBLIC DRAINAGE EASEMENTS TO BE PRIVATELY MAINTAINED BY THE H.O.A.

CURVE/LINE DATA

SEE D4 FOR ALL LINE AND CURVE DATA.

GRADING NOTES

ADD 2300 FEET TO ALL GRADE DATA TO GET ACTUAL ELEVATION.

THE ELEVATION DIFFERENCE BETWEEN THE PAD AND FINISH FLOOR IS DETERMINED FROM THE MINIMUM FOUNDATION REQUIRED PER THE GEOTECHNICAL REPORT. FINISH FLOORS MAY INCREASE DEPENDING ON THE TYPE OF SOIL AND FOUNDATION PLAN USED. NOTE THAT THE STRUCTURAL PLANS & GEOTECHNICAL REPORT SHALL SUPERCEDE THE CIVIL IMPROVEMENT PLANS.

ALL WORK TO BE PERFORMED OUTSIDE OF THE PROJECT BOUNDARY AND ON PRIVATE PROPERTY SHALL NOT BE PERFORMED UNTIL WRITTEN PERMISSION AND EASEMENTS HAVE BEEN OBTAINED FROM THE OFFSITE OWNER AND GIVEN TO CITY OF LAS VEGAS.

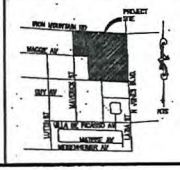
ALL WORK PERFORMED OUTSIDE OF CITY OF LAS VEGAS BOUNDARY AND ON CLARK COUNTY PROPERTY SHALL BE PERFORMED THROUGH AN ENCROACHMENT PERMIT PROCESS. CONTRACTOR RESPONSIBLE TO OBTAIN ENCROACHMENT PERMIT THROUGH CLARK COUNTY.

CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES AND NOTIFY THE DESIGN ENGINEER IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

DIMENSIONS SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY AND SHALL NOT BE USED AS A SALES TOOL BY SALES PERSONNEL OR PROSPECTIVE PURCHASERS.

REFER TO FINAL RECORDED MAP FOR ALL LOT DIMENSIONS.

SITE MAP



LEGEND

	EXISTING	PROPOSED
DESIGN ELEVATION	(10.00)	10.00
FUTURE ELEVATION		[10.00]
SCARP (SLOPE VARIES)		
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
DIRECTION OF FLOW		
CENTERLINE		
RIGHT-OF-WAY		
CUT LINE-ASPHALT		
CURB AND GUTTER		
CURB DROP INLET		
STORM DRAIN W/MANHOLE		
SIDEWALK		
PROPERTY LINE		
EDGE OF PAVEMENT		
2" BLOW OFF VALVE		
WATERLINE FIXTURES		
GATE VALVE		
FIRE HYDRANT		
PROPOSED SEWER LINE		
PROPOSED WATER LINE		

CONSTRUCTION NOTES

1. 30" L-TYPE CURB & GUTTER (SSD #220)
2. 6" THICK CONCRETE SIDEWALK (SSD #224)
3. 4" CROSS GUTTER (SSD #228)
4. 4-TYPE ISLAND CURB (SSD #216)
5. SIDEWALK UNDERDRAIN (SSD #238)
6. SIDEWALK RAMP (CASE A) USING ARMOR TILE TRUNCATED DOMES OR EQUIVALENT (SSD #230)
7. SIDEWALK RAMP (CASE C) USING ARMOR TILE TRUNCATED DOMES OR EQUIVALENT (SSD #230)
8. ACCESS GATE (SEE DETAIL D-1)
9. SIDEWALK RAMP (CASE A) USING ARMOR TILE TRUNCATED DOMES OR EQUIVALENT (SSD #230)
10. 18" 30° ROLL TO "L" CURB TRANSITION
11. BUS TURNOUT (SSD #234.1)
12. 30" ROLL TYPE CURB & GUTTER (SSD #217A)
13. REMOVEABLE BOLLARDS (SEE DETAIL L ON D-4)
14. SAWCUT & MATCH EXISTING AC PAVEMENT.
15. 18" DEPRESSED CURB (18" TO 6" TRANSITION FROM ROLL ROLL CURB ON EACH SIDE)

GEOTECHNICAL

GEOTEK, INC.
6625 S. ESCONDIDO ST STE.3A
LAS VEGAS, NEVADA 89119
702-897-1406

REPORT NO: NO 8769-136
DATE 02.18.10

SCALE

0 15 30 60 120
(IN FEET)
1 inch = 30 ft

LEGAL DESCRIPTION

LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 11, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, RECORDED AS FOLLOWS; ALL PROPERTY LYING WITHIN THE EXTERIOR BOUNDARIES OF "STRATTON 35" A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 127 OF PLATS, PAGE 54, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

SAID PARCEL CONTAINS 33.17 ACRES, MORE OR LESS.

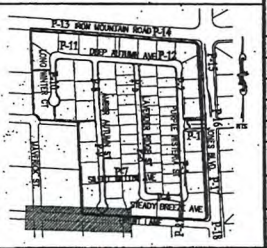
BASIS OF BEARINGS

SOUTH 45°00'00" EAST, BEING THE BEARING OF THE LINE BETWEEN CLARK COUNTY G.L.S. MONUMENT 8128 AND CLARK COUNTY G.L.S. MONUMENT 8126. SAID BEARING IS BASED UPON THE NORTH AMERICAN DATUM OF 1983/94, PUBLISHED VALUES AS SHOWN BY THE CLARK COUNTY DEPARTMENT OF PUBLIC WORKS DISTRICT FIELD "LAS VEGAS VALLEY GEODETIC CONTROL NETWORK", RECORDED IN FILE 88, PAGE 33 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

BENCHMARK

BASELINE 138MM EL=725.383M / 2379.85 FT CITY OF LAS VEGAS BRKT AND PLUG IN CONCRETE CYLINDER AT THE NORTHEAST (NE) CORNER OF JONES AND BRENT LANE. (NAVD 88)

KEY MAP



REVISIONS			
NO.	DESCRIPTION	BY	DATE APPR.
1	REVISED PAGE # SHEET		9/16/10

WILLIAM LYON HOMES
INC.
981 WEST TROPICANA AVENUE, SUITE 150
LAS VEGAS, NV 89113
(702) 243-4200 FAX (702) 243-4220

TANEY ENGINEERING
6030 S. JONES BLVD.
LAS VEGAS, NV 89118
(702) 362-8844 FAX (702) 362-8845

STRATTON 35 - FLAGSTONE

BRENT LANE
PLAN AN PROFILE
STA 10+00.00 TO 15+00.00

ROBERT D. CUNNINGHAM
Exp. 12-31-10
CIVIL
No. 15776
9/21/10
ENGINEER'S SEAL

DATE:	07.29.10
SCALE:	1"=30'
JOB NO:	WLL-10-067
DESIGNED BY:	MC
CHECKED BY:	RDC
SHEET NAME:	P-19
SHEET:	31 OF 42

FILE NAME: WLL067PAP.DWG

ROC-39456
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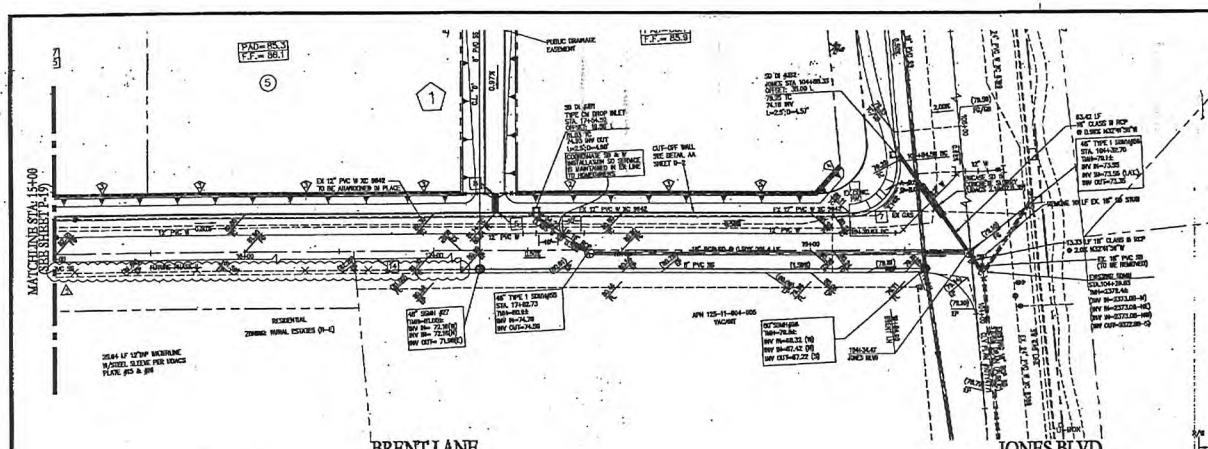
SEP 07 2010
City of Las Vegas


MATCHLINE STA 15+00
(SEE SHEET P-19)
BRENT LANE
(PUBLIC STREET)
JONES BLVD.
(PUBLIC STREET)
RESIDENTIAL
ZONING RURAL ESTATES (R-E)
VACANT
PUBLIC DRAINAGE EASEMENT
CUT-OFF WALL
SEE DETAIL AA
SHEET P-?
REMOVE 96 LF EX. 16" HE STUB
EX 12" PVC W HC 3962
TO BE ABANDONED IN PLACE
EX 16" PVC W HC 3962
EX 8" PVC W HC 3962
EX 12" PVC W HC 3962
EX 8" PVC W
48" TYPE I SDMH#05
STA. 171+82.73
Tinlet=81.65
INV IN= 72.16(W)
INV IN= 72.16(W)
INV OUT= 71.98(S)
48" SDMH #07
Tinlet=81.65
INV IN= 74.28
INV OUT= 74.08
APN 125-11-804-005
VACANT
APN 125-11-804-006
VACANT
JONES BLVD.
STA 171+82.73
Tinlet=81.65
INV IN= 74.28
INV OUT= 74.08
STA 171+82.73
Tinlet=81.65
INV IN= 72.16(W)
INV IN= 72.16(W)
INV OUT= 71.98(S)
STA 170+94.58
9.0' TYPE "G"
Tinlet=79.55
INV OUT=
Q100 W/EXCEPT = 5 CFS
EX 12" W
EX 16" W
EX 8" W
EX 12" W
EX 8" W
EX 12" W
EX 8" W
EX 12

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

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09/23/10

ROC-39456 - APPLICANT/OWNER: WILLIAM LYON HOMES
SWC IRON MOUNTAIN RANCH AND JONES BOULEVARD

09/23/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

January 6, 2006

Mr. Mickey Stratton
Quarter Horse Falls Estates, LLC
5365 South Cameron Street
Las Vegas, Nevada 89118

RE: ZON-9093 - REZONING
CITY COUNCIL MEETING OF JANUARY 4, 2006
RELATED TO SDR-9095

Dear Mr. Stratton:

The City Council at a regular meeting held January 4, 2006 APPROVED the request for Rezoning FROM: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 33.39 acres adjacent to the southwest corner of Iron Mountain Road and Jones Boulevard (APNs 125-11-503-001, 002, 125-11-507-002, 004 and 125-11-508-003). The Notice of Final Action was filed with the Las Vegas City Clerk on January 5, 2006. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-9095).

2. A Resolution of Intent with a two-year time limit.

3. Land use shall be pursuant to Title 19.04.040 and Title 19.06.040 to allow horse corrals or stables (private).

Public Works

4. A Petition of Vacation for Maggie Avenue, such as VAC-5464, must record prior to the recordation of a Final Map overlying or abutting the existing right-of-way in conflict with this site plan. Vacations for those portions of Maverick Street and Maggie Avenue within Clark County adjacent to this site shall record prior to recordation of a Final Map overlying or abutting those portions of existing right-of-way. Should those vacations within Clark County not record, this Site Plan shall be rendered as "null and void" and a revised Site Plan shall be submitted to Planning and Development reflecting appropriate right-of-way dedications.

RECEIVED

SEP 13 2010

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

ROC-39456

5. Submit a Petition of Vacation for 10-feet of right-of-way for those portions of Iron Mountain Road adjacent to this site that have 50-feet of existing right-of-way prior to submittal of a Final Map for this site; such vacation shall record prior to recordation of a Final Map overlying or abutting those portions of Iron Mountain Road.

6. Dedicate 40 feet of right-of-way adjacent to this site for Iron Mountain Road where no right-of-way currently exists and grant a traffic signal chord easement on the southwest corner of Iron Mountain Road and Jones Boulevard. Dedicate 5-feet of additional right-of-way, including taper, in accordance with Standard Drawing #201.1 and the necessary right-of-way for a bus turnout per Standard Drawing #234.1 on Jones Boulevard.

7. Dedicate appropriate right-of-way for a knuckle meeting current City Standards at the intersection of Maggie Avenue and Maverick Street and construct appropriate half street improvements for the knuckle concurrent with development of this site unless a Petition of Vacation for Maggie Avenue and/or Maverick Street in Clark County cannot be recorded, whereby appropriate dedication and construction is required. Required dedication is 30 feet of right-of-way for Maverick Street, a 25 foot radius corner at the southeast corner of Iron Mountain Road and Maverick Street and 30 feet for Maggie Avenue where no right of way currently exists adjacent to this site.

8. Construct half-street improvements on Iron Mountain Road (including appropriate over paving), Jones Boulevard, Brent Lane, Maverick Street and Maggie Avenue adjacent to this site concurrent with development of this site. Jones Boulevard shall be constructed to a 40-foot half street section. The remaining 10-feet of right-of-way shall be landscaped and an encroachment agreement shall be obtained for such landscaping and maintenance. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete). The construction requirements for Maverick Street and Maggie Avenue will not be required if Petitions of Vacation are recorded that would remove the need for these improvements.

9. Coordinate with the Right-of-Way Section of the Department of Public Works to determine the application submittal requirements for a Bureau of Land Management (BLM) application for Iron Mountain Road. A copy of the plant survey (if applicable), approved right-of-way grant issued by BLM, receipt for tortoise mitigation fee payment and notice to proceed issued by BLM (if applicable) shall be submitted to the Right-of-Way Section prior to approval of construction drawings for this site or the issuance of any permits, whichever may occur first.

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ROC-39456

10. Extend oversized public sewer to the northern edge of this site in Jones Boulevard and extend public sewer in Brent Lane to the western edge of this site to a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. 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.

11. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainage ways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Evan Nef
PN II, Inc.
8345 West Sunset Road
Las Vegas, Nevada 89113

Mr. Chais Jenkins
GC Wallace, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

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TANEY ENGINEERING
6030 JONES BLVD #100
LAS VEGAS, NEVADA 89118
TELEPHONE: (702) 362-8844
FAX: (702) 362-5233

September 7, 2010

City of Las Vegas
Planning Department
731 S. Fourth Street
Las Vegas, NV 89101

Re: **Review of Conditions for ZON-9093, Condition #10 re: sewer in Brent Lane**

On behalf of our client, William Lyon Homes, Taney Engineering is requesting a Review of Conditions for application ZON-9093 Rezoning, item number #10 in regards to public sewer being required in Brent Lane. We are requesting the sewer no longer be required in Brent Lane to our west boundary, since the area to the west of the project can get sewer service from other existing sewer mains. We have met with the public works sewer division and discussed this request, it is our understanding they have no objection to this request. Please contact this office if you require additional information.

Thank you,

Robert Cunningham, PE
Director of Engineering Services

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City of Las Vegas
ROC-39456

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 20, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-39498 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC - Request for a Review of Condition of a previously approved Special Use Permit (SUP-14687) TO ALLOW THE SALE OF INDIVIDUAL SCREW CAP WINE CONTAINERS, WHERE CONDITION NUMBER 4 STATED, "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COLLERS OR SCREW CAP WINE IS PROHIBITED," at 6391 West Lake Mead Boulevard (APN 138-23-720-005), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-14687
6. Justification Letter
7. Support Postcards

ROC-39498 - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC
6391 WEST LAKE MEAD BOULEVARD

09/23/10

ROC-39498 - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC
6391 WEST LAKE MEAD BOULEVARD

09/23/10

ROC-39498 - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC
6391 WEST LAKE MEAD BOULEVARD

09/23/10

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-39498	Staff recommends APPROVAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-39498 CONDITIONS

Planning and Development

1. Amend Condition Number 4 of Special Use Permit (SUP-14687) to read, "The sale of individual containers of any size beer or wine coolers is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

2. Conformance to all other conditions of approval of Special Use Permit (SUP-14687) 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 occupied by a retail pharmacy in conjunction with packaged liquor sales at 6391 West Lake Mead Boulevard. The applicant is requesting a review of Condition to amend Condition #4 of a previously approved Special Use Permit (SUP-14687) to allow the sale of individual screw cap wine containers where Condition #4 stated, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/08/98	The City Council approved a request for a Rezoning (Z-0025-98) from R-E (Residence Estates) to C-1 (Limited Commercial) on property located at the southeast corner of Lake Mead Boulevard and Torrey Pines Drive. The Planning Commission recommended approval on 05/14/98.
06/14/99	The City Council approved a request for a Special Use Permit (U-0040-99) for a proposed 3,945 square-foot Minor Repair Facility on the southeast corner of Lake Mead Boulevard and Torrey Pines Drive. The Planning Commission recommended approval on 05/13/99.
	The City Council approved a related request for a Special Use Permit (U-0041-99) for the off-premise sale of beer/wine/coolers in conjunction with a proposed 3,700 square-foot Convenience Store.
	The City Council approved a related request for a Special Use Permit (U-0042-99) for Gasoline Sales in conjunction with a proposed Convenience Store.
06/24/99	The Planning Commission approved a request for a Tentative Map (TM-0029-99) on property located at the southeast corner of Lake Mead Boulevard and Torrey Pines Drive.
11/18/99	The Planning and Development Department approved a request for a Final Map (FM-0081-99) on property located at the southeast corner of Lake Mead Boulevard and Torrey Pines Drive.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/13/00	The Planning Commission approved a request for an Extension of Time [TM-0029-99(1)] of a previously approved Tentative Map (TM-0029-99) for a commercial subdivision for one lot on 8.86 acres located at the southeast corner of Lake Mead Boulevard and Torrey Pines Drive.
04/09/01	The Planning and Development Department approved a request for a Site Development Plan Review [Z-0029-99(4)] for a proposed 13,903 square-foot Drug Store on 1.55 acres at the southeast corner of Lake Mead Boulevard and Torrey Pines Drive.
11/15/06	The City Council approved a request for a Special Use Permit (SUP-14687) for a retail establishment with accessory Packaged Liquor Off-Sale on 1.55 acres at the southeast corner of Lake Mead Boulevard and Torrey Pines Drive.

Related Building Permits/Business Licenses	
06/28/01	Building permit #1011698 was issued for a Pharmacy's Certificate of Occupancy with the permit finalized on 11/16/01 and a Certificate of Occupancy issued 11/20/01.
06/24/10	Business licenses C05-02143 (Tobacco Dealer), D11-00191 (Drug Store), L15-00181 (Packaged Liquor Sales), and Q04-00055 (Pharmacy) were issued for 6391 West Lake Mead Boulevard. All licenses are still active.

Pre-Application Meeting	
08/25/10	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition to amend Condition Number 4 of a previously approved Special Use Permit (SUP-14687).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/23/10	Staff conducted a filed check of the subject site with the following observations: • Landscaping is being properly maintained • Area surrounding the building is clean and neat with the exception of some graffiti on the propane tank storage container on the north side of the building.

Details of Application Request	
Site Area	
Gross Acres	1.55

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Pharmacy/Drug Store	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments, Restaurant, Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residences	MLA (Medium Low Attached Density Residential)	R-PD9 (Residential Planned Development- 9 Units per Acre)
East	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
West	Las Vegas Valley Water District Reservoir	PF (Public Facilities)	U (Undeveloped) [PF (Public Facilities) General Plan designation]

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

Special Use Permit (SUP-14687) Condition #4 states, "the sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted." The applicant is requesting that Condition #4 be amended to allow for the sale of individual containers of screw cap wine.

The applicant was issued the appropriate business licenses on 06/24/10 for the use at the subject site. There has been no negative police activity or Code Enforcement violations. Staff conducted a field check of the subject site on 9/23/10 and found the landscaping areas being properly maintained and the overall appearance of the property neat and clean with the exception of a small amount of graffiti on the propane tank holding container. Two businesses in the surrounding area sell beer/wine/cooler off-sale (the third is a tavern) with no restrictions on the sale of individual containers of screw cap wine.

FINDINGS

Since the approval of the Special Use Permit (SUP-14687), significant changes in the wine manufacturing industry have abridged the distinction between screw cap and corked wine containers. Many reputable wine manufacturers are now selling premier wine using screw caps bottles. As the distinction between corked and screw cap containers is no longer applicable, staff is recommending approval of the applicant's request.

NOTICES MAILED 1,101 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-39498** APN: 138-23-720-005

Name of Property Owner: SCP 2002A-18 LLC

Name of Applicant: Warm Springs Road CVS, L.L.C.

Name of Representative: Kolesar & Leatham, Chtd. 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: _____

X

Signature of Property Owner: LeVeque Tower LLC by
LEV LLC managing member
By: Katherine S. LeVeque
Katherine S. LeVeque, managing member

Print Name: _____

Subscribed and sworn before me

This 3rd day of September, 2010

RODERICK H. WILLCOX, Attorney At Law
Notary Public in and for said County and State
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

DEVELOPMENT SERVICES CENTER

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions

Project Address (Location) 6391 W. Lake Mead Blvd., Las Vegas, NV 89117

Project Name CVS/pharmacy #2990 **Proposed Use** Package Liquor

Assessor's Parcel #(s) 138-23-720-005 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER SCP 2002A-18 LLC **Contact** _____

Address 50 W. Broad Street **Phone:** (614) 228-6905 **Fax:** (614) 221-3074

City Columbus **State** OH **Zip** 43215

E-mail Address _____

APPLICANT Warm Springs Road CVS, L.L.C. **Contact** Thomas S. Moffatt

Address One CVS Drive **Phone:** (401) 765-1500 **Fax:** _____

City Woonsocket **State** RI **Zip** 02895

E-mail Address _____

REPRESENTATIVE Kolesar & Leatham, Chtd. **Contact** Benjamin J. Volmer, Esq.

Address 3320 W. Sahara Ave. **Phone:** (702) 362-7800 **Fax:** (702) 362-9472

City Las Vegas **State** NV **Zip** 89102

E-mail Address bvolmer@klnevada.com

Property Owner Signature* LeVeque Tower LLC by LEV LLC managing member
By: Katherine S. LeVeque, managing member

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This 3rd day of September, 20 10.

RODERICK H. WILCOX, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Notary Public in and for said County and State

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-39498
Meeting Date: CC	10/20/10
Total Fee:	~~1,280.00~~ 1080.00
Date Received:*	9/8/10
Received By:	LHM

*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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f:\depot\Application Packet\Application Form.pdf

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RESOLUTION OF SOLE MEMBER
OF LEV LLC

Resolved that Katherine S. LeVeque, the sole member of LEV LLC and its managing member, is hereby authorized to sign and deliver any and all documents and agreements of any kind or nature relating to the business of LEV LLC.

Katherine S. LeVeque
Sole Member of LEV LLC

4832-6669-1847, v. 1

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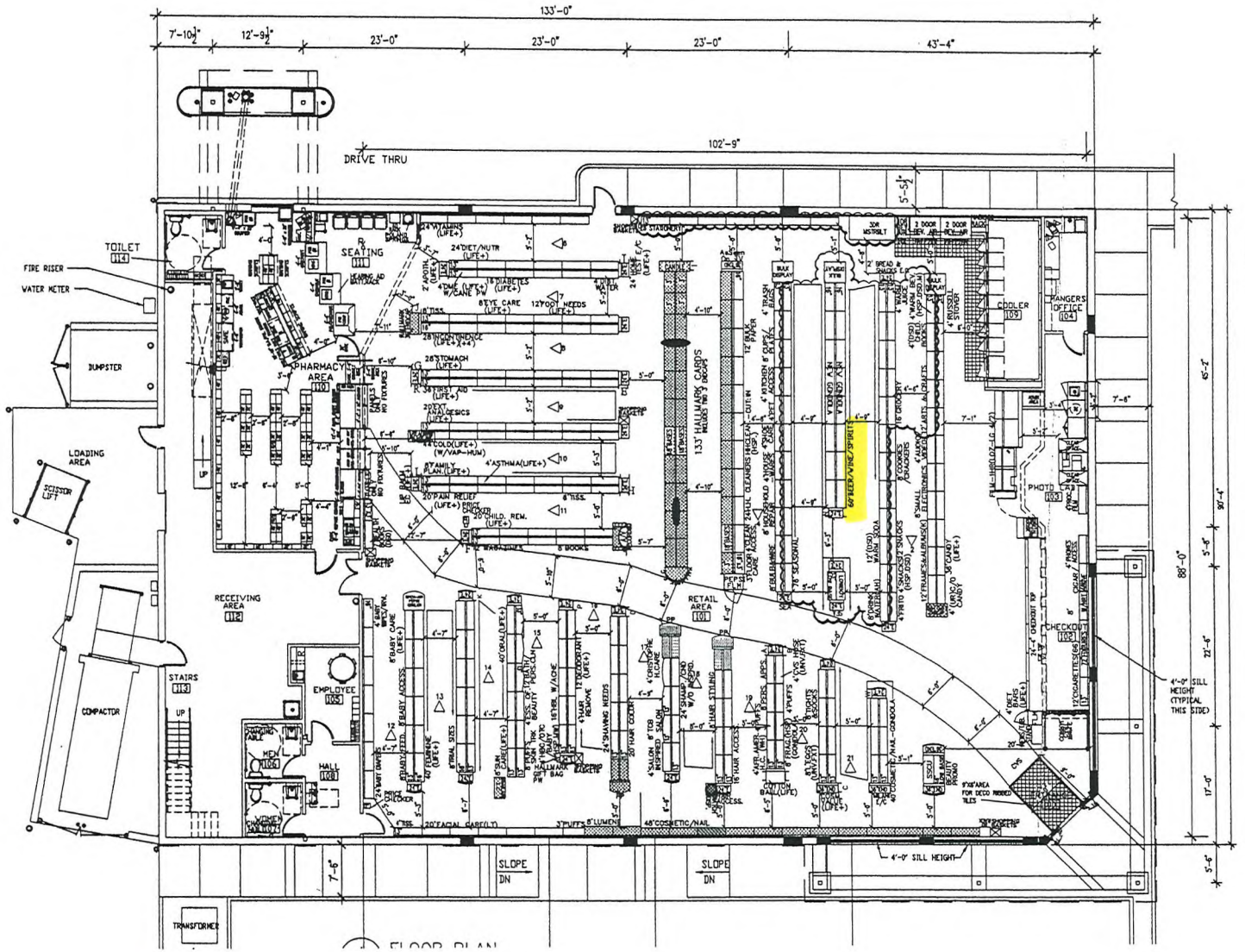

FLOOR PLAN

2990- Retail sq ft: **9682**
Alcohol: **60 sq ft**

MERCHANDISING CHANGES:

NOTE: CLOUDED AREA REPRESENTS CHANGES TO BE IMPLEMENTED

UPDATE G.M. QUADRANT FOR NEW ALCOHOL EXPAN. PROJECT
ADDED (1) BULK DISPLAY
COMBINED (2) LOWBOYS
ADDED NEW GONDOLA RUN AS INDICATED
ADDED NEW 3 DOOR COOLER

PLANOGRAMS TO BE SENT TO STORE:

NOTE: THESE PLANOGRAM(S) MAY BE A NEW VERSION FOR THE STORE (I.E. REDUCTION) OR JUST A RESULT OF THE DEPARTMENT RELOCATING

OMITTED PLANOGRAMS:

OMITTOYS(W/PARTY)

SYSTEM PLANOGRAM GROUP CHANGES:

ALCOHOL EXPANSION PROJECT

DATE: 03/31/06

LAYOUT COORD: SGENEUS X6148

CVS
CONSUMER VALUE STORES
CVS CORPORATION

STORE NUMBER: 2990

LOCATION: LAS VEGAS NV

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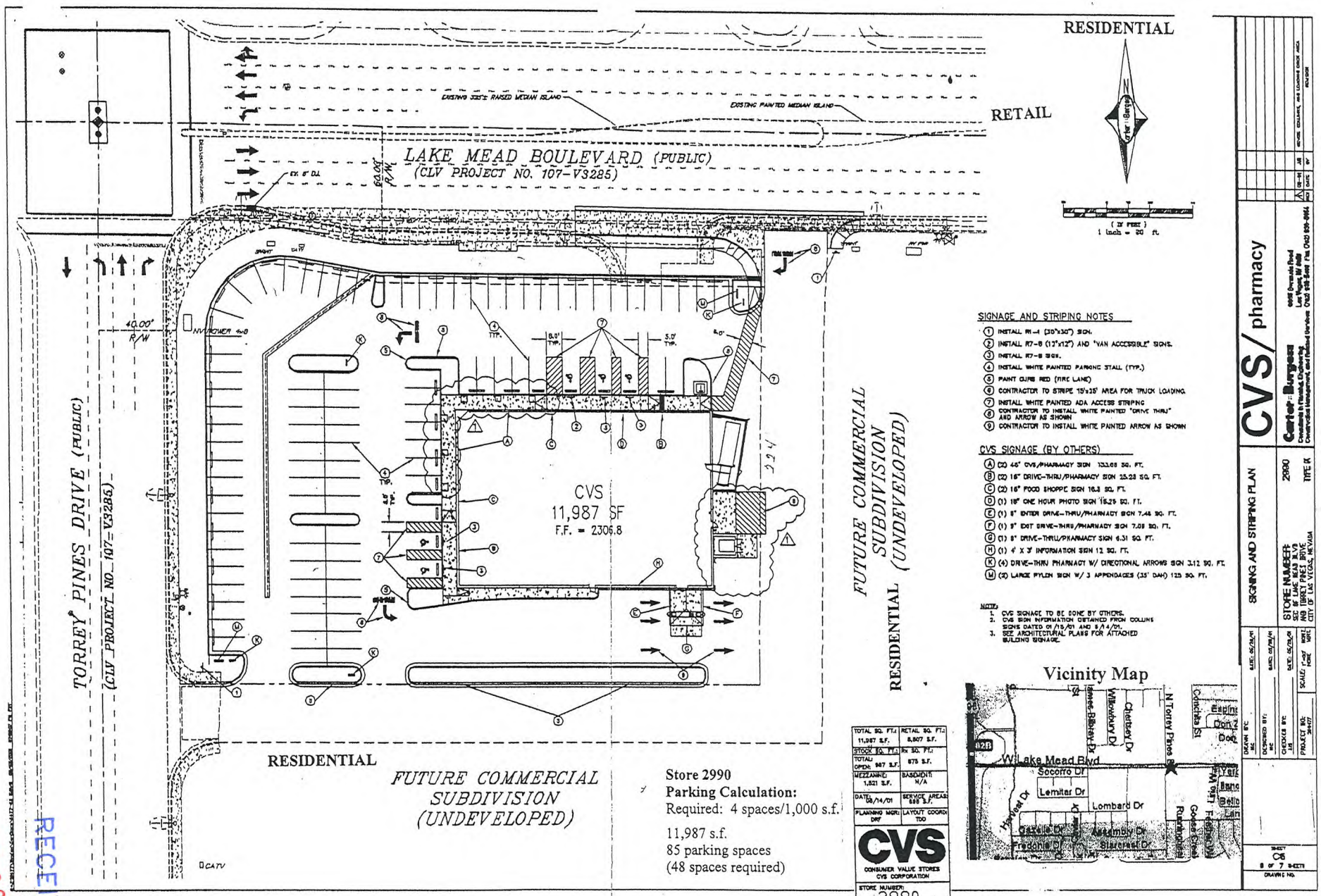
ROC-39498



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ROC-39498

ROC-39498 - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC
6391 WEST LAKE MEAD BOULEVARD

09/23/10

ROC-39498 - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC
6391 WEST LAKE MEAD BOULEVARD

09/23/10

ROC-39498 - APPLICANT: WARM SPRINGS ROAD CVS, LLC - OWNER: SCP 2002A-18, LLC
6391 WEST LAKE MEAD BOULEVARD

09/23/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

November 16, 2006

CVS, 2990 Las Vegas, LLC
One CVS Drive
Woonsocket, Rhode Island 02895

RE: SUP-14687 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 15, 2006

Dear Applicant:

The City Council at a regular meeting held November 15, 2006 APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.55 acres at 6391 West Lake Mead Boulevard (APN 138-23-720-005), C-1 (Limited Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on November 16, 2006. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Retail Establishment With Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. The space used for the sale of package liquor shall be limited to 10% of the overall floor area of the building.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

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7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Senip CVS, LLC
DBA CVS Pharmacy 2990
One CVS Drive
Woonsocket, Rhode Island 02895

Ms. Jan Brichacek
Kolesar & Leatham, Chartered
3320 West Sahara Avenue, Suite 380
Las Vegas, Nevada 89102

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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

September 7, 2010

VIA HAND-DELIVERY

City of Las Vegas
Planning & Development Department
731 South 4th Street
Las Vegas, NV 89101

Re: Justification Letter and Review of Condition of Special Use Permit #14687

Applicant:	**Warm Springs Road CVS, L.L.C. d/b/a CVS/pharmacy #2990**
Owner:	**SCP 2002A-18 LLC**
APN:	**138-23-720-005**
Business Address:	**6391 W. Lake Mead Blvd. Las Vegas, NV 89117**

Dear Sir/Madam:

This firm represents Warm Springs Road CVS, L.L.C., a Nevada limited liability company, doing business as CVS/pharmacy #2990 (the "Applicant"). Enclosed for processing, please find the Applicant's request to amend the SUP Approval Letter, dated November 16, 2006, in the manner stated herein. In addition, please also find the Review of Condition Application (the "Application") and our firm check in the amount of $1,280.00 for the Application fees.

On November 15, 2006 the Las Vegas City Council approved the Applicant's request for a Special Use Permit #14687 (the "SUP") for a retail establishment with accessory package liquor sales at the above-referenced business location (the "Location"). A copy of the Original SUP Approval Letter (the "Letter") is included in the Application attached hereto. The Applicant currently operates a retail pharmacy with package liquor sales at the Location.

The original SUP contains several conditions, one of which prohibits, among other things, the sale of individual containers of "screw cap wine." Specifically, the fourth Condition (the "Condition") provides as follows:

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> "The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

The Applicant hereby respectfully requests the City of Las Vegas to remove the prohibition on the sale of wine in individual screw cap containers as set forth in the foregoing Condition.

The Condition does not expressly prohibit the sale of individual containers of wine in corked containers and, therefore, makes a distinction between the type of container seal. The rationale for making this distinction stems from the traditional notion that screw cap wine is inexpensive or "cheap" and that sales of wine with screw cap bottles cause an increase in undesirable alcohol related activity and a decrease in the safety and welfare of the community.

However, due to significant changes in the wine manufacturing industry and certain deficiencies with corked wine containers, the distinction between the type of wine with screw caps and corked containers no longer exists. Today, there is essentially no difference in the price, quality, variety or nature of screw cap wine and corked wine.

During the last decade, numerous reputable wine manufacturers have replaced corked wine containers with screw cap wine containers. The reasons for this transition in the wine industry include, without limitation, the following:

1) Screw cap containers have a decreased impact on the environment. During the last decade there has been an increased demand for wine and a decrease in the supply of cork. Cork itself is processed from the bark of the cork tree, which is principally found in the western Mediterranean region of Europe. Obtaining cork involves harvesting cork from cork trees. As such, screw cap containers are an "environmentally friendly" alternative to cork as they have lessened the demand for cork harvesting.

2) Cork has been known to adversely affect the taste of wine, thus, leading wine makers away from cork to screw cap containers.

3) Screw cap containers provide a superior seal, thus eliminating the estimated fifteen percent (15%) fail rate of wine contained in corked containers.[1]

[1] Please see the following websites for further commentary on the benefits of wine bottles with screw caps: http://www.stormhoek.com/blog/index.php/2008/01/31/cork-vs-screw-cap-debate/;

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ROC-39498

Examples of fine wine bottled with screw caps include Argyle Nuthouse Pinot Noir 2006 ($47.00 per bottle), Henschke Hill of Grace Shiraz 2004 ($529.00 per bottle), D'Arenberg Coppermine Road Cabernet Sauvignon 2004 ($47.99 per bottle) and Alma Rosa El Jabali Vineyard Chardonnay 2007 ($26.99 per bottle).

In sum, the distinction between corked containers and screw cap containers of wine is no longer applicable to the wine industry and there is no benefit to the public by regulating or restricting the sale of bottles of wine with screw caps. As such, the Applicant respectfully requests the City of Las Vegas to amend the Condition in the existing SUP to remove the prohibition on sales of single containers of screw cap wine.

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: Thomas S. Moffatt (w/o encls.)
Karen McKeon (w/o encls.)
Matthew D. Saltzman, Esq. (w/o encls.)
Dianne M. Sheridan, Paralegal (w/o encls.)

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http://www.novusvinum.com/features/screwcaps.html; and

http://www.azom.com/details.asp?ArticleID=2535.

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ROC-39498

P 1/1

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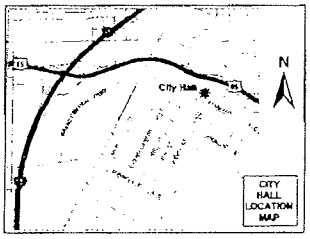
CITY CLERK

2010 OCT 11 P 3:15

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-39498
City Council Meeting of **10/20/2010**

Case ROC-39498
13823313011
B O A ENTERPRISES L L C
7925 TARA AVE
LAS VEGAS NV 89117-2621

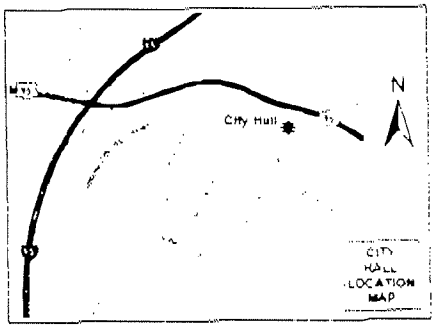
10/11/2010 MON 13:58 [TX/RX NO 8391] 0001

BOSLEY 17022536998 >>

2010-10-11 14:48

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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Please use available blank space on card for your comments.

ROC-39498
City Council Meeting of **10/20/2010**

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2010 OCT 11 A 7:18

RECEIVED
CITY CLERK

Case ROC-39498
13823210042
LANDOVSKY ROSEMARY R
2124 BAVINGTON DR #B
LAS VEGAS NV 89108-7089

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2010

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 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.: **100.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 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